MF115444

State Lease	Control	Base File	County
MF115444	56-030015		LEON
MF115444	56-030943		MADISON

Survey	HIGHWAYS & PUBLIC TRANSPORTATION DE
Block	
Block Name	
Township	
Section/Tract	
Land Part	
Part Description	HIGHWAY RIGHT-OF-WAY
Acres	64.2499
Depth Below	Depth Above / Depth Other

Leasing:_____
Analyst:_____
Maps:_____
GIS: JS
DocuShare:_____

Name	STATE OF TEXAS (GLO)
Lease Date	7/16/2013
Primary Term	3 yrs
Bonus ($)	$73,826.99
Rental ($)	$0.00
Lease Royalty	0.2500

-M-
F
1
1
5
4
4
4
F1067224

CONTENTS OF FILE NO. MF- 115444

2 Files & buckets

1 Application & Checklist	6/14/13 SSD
2 Oil & Gas Lease	7-16-13 SSD
3 Cover letter, bonus, fees	6-14-13 SSD
4 Plat	6-14-13 SSD
5 Affidavit of Highest Consideration	6-14-13 SSD
6 Source Deeds Record	6-14-13 SSD
7 Adjacent lease schedule 7a 7b	6-14-13 SSD
8 Final Letter	8-7-13 SSD
9. Email Re: corrected lease page	8-19-13 SSD
Scanned LW 11.17.2014	
10. Unit 7986 Designation	6/27/16
11. Unit 7987 Designation	6/22/16
12. Unit 7988 Designation	6/27/16
13. Assign ID # 9752 From EOG To Hawkwood	8/29/16
scanned pf	9-8-16
14 ~~Assign~~ # 10488 Hawkwood to Vell	12-19-17
scanned pf	12-21-2017

GLO USE ONLY
STATE LEASE
MF- 115 444

J

RECEIVED
6/14/13

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 2011

LESSEE EOG RESOURCES, INC.

ADDRESS 6101 S. Broadway, Suite 200, Tyler, Texas 75703

[Lessee name and address must be written as they will appear on the Lease.]

HIGHEST ADJACENT BONUS PER ACRE PAID $ 1,149.06 NET ACRES 64.2499

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

$ 73,826.99 [bonus amount] Paid 6/5/2013 [date] $ 1,107.40 [sales fee] Paid 6/5/2013 [date]

TERM [General Land Office will determine the Term based on remaining term of adjacent leases] 3 years

HIGHEST ADJACENT LEASE ROYALTY RATE 1/4

HIGHEST ADJACENT LEASE SHUT-IN ROYALTY ~~$50.00 per net mineral acre~~ $1200/well

[Note: Shut-in royalty will be highest in adjacent leases with a minimum of $1200/well.]

TOTAL GROSS ACRES IN PROPOSED LEASE 64.2499 TOTAL NET ACRES IN PROPOSED LEASE 64.2499

COUNTY Leon & Madison

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:
TEXAS STATE HIGHWAY OSR Old San Antonio Road

FULL DESCRIPTION [Abstract, Block, Township, Section)

64.2499 acres, more or less, out of the Nicholas Copeland Survey, A-169, the Stephen Lester Survey, A-516, the R. Morris Survey , A-558, and the B. F. Whitaker Survey, A-31, Leon County, Texas; the Eli W. Fenn Survey, A-96, the Samuel Hews Survey, A-122, and the Isaac Vota

Do you control all minerals or leasehold adjacent to the highway/roadway? Yes ☑ No ☐
If no, what percent of minerals or leasehold adjacent to the roadway do you control? _____

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.

Nicholas Copeland Survey, A-169, Stephen Lester Survey, A-516, R. Morris Survey, A-558, B.F. Whitaker Survey, A-31, Leon County; Eli Fenn Survey, A-96, Samuel Hews Survey, A-122 and the Isaac Votaw Survey, A-33, Madison County

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

GLO USE ONLY
STATE LEASE
MF-_____

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 2011

CHECKLIST

- [x] 1. Cover letter
- [x] 2. Application for Highway Right of Way (HROW) Lease
- [x] 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.]
- [x] 4. Processing fee – check attached
- [x] 5. Check to Commissioner of General Land Office for total consideration.
- [x] 6. Check to Commissioner of General Land Office for 1-1/2% sales fee.
- [x] 7. Executed Waivers of Preferential Right to Lease, if necessary.
- [x] 8. Executed Affidavit of Consideration
- [x] 9. Copies of all highway deeds, clipped together
- [x] 10. 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.
- [x] 11. Exhibit "A" to be attached to the lease describing the area being leased (see Guidelines 8.)

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

File No. MF 115444
Application & Checklist

Date Filed: 6/14/13
Jerry E. Patterson, Commissioner

By SSD

The State of Texas

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. MF 115444
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 **EOG Resources, Inc.**, whose address is **6101 S. Broadway, Suite 200, Tyler, TX 75703** hereinafter called "Lessee".

1. Lessor, in consideration of **Seventy Three Thousand Eight Hundred Twenty Six Dollars and 99/100s ($ 73,826.99)**, 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 Counties of **Madison** and **Leon**, State of Texas, and is described as follows:

> **64.2499 acres** of land, more or less, known as, situated in said **Madison** and **Leon** Counties, 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 **64.2499 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. **Primary Term:** This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three years** from **July 16, 2013** 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 **25%** 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 **25%** 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 **25%** 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 **25%** 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**. 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

JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:
ML: ____
DC: ____
CC: ____

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE BY AND BETWEEN THE STATE OF TEXAS AS LESSOR AND EOG RESOURCES, INC. AS LESSEE, DATED July 16, 2013

64.2499 acres, more or less, being a portion of the Old San Antonio Road and out of the Nicholas Copeland Survey, A-169, also called A-162, the Stephen Lester Survey, A-516, the R. Morris Survey, A-558, and the B. F. Whitaker Survey, A-31, Leon County, Texas; the Eli Fenn Survey, A-96, the Samuel Hews Survey, A-122, and the Isaac Votaw Survey, A-33, Madison County, Texas, consisting of both the original section of road, for which there are no Right-of-Way Deeds, and the expansion thereof as described in the following thirty one (31) tracts of land, to wit:

First Tract: Being a part of the N. Copeland Survey, A-169, also called A-162, Leon County, Texas, and being the same land described in a Right of Way Deed from Otto Schultz to The State of Texas, dated October 24, 1929, and recorded in Volume 76, Page 357 of the Deed Records of Leon County, Texas.

Second Tract: Being a part of the N. Copeland Survey, A-169, also called A-162, Leon County, Texas, and being the same land described in a Right of Way Deed from A. W. Lathrop to The State of Texas, dated October 24, 1929, and recorded in Volume 76, Page 340 of the Deed Records of Leon County, Texas.

Third Tract: Being a part of the N. Copeland Survey, A-169, also called A-162, Leon County, Texas, and being the same land described in a Right of Way Deed from W. D. Lacey to The State of Texas, dated February 20, 1930, and recorded in Volume 76, Page 342 of the Deed Records of Leon County, Texas.

Fourth Tract: Being a part of the Stephen Lester Survey, A-516, Leon County, Texas, and being the same land described in a Right of Way Deed from J. P. Burns to The State of Texas, dated October 24, 1929, and recorded in Volume 76, Page 322 of the Deed Records of Leon County, Texas.

Fifth Tract: Being a part of the Stephen Lester Survey, A-516, Leon County, Texas, and being the same land described in a Right of Way Deed from T. F. Donaho to The State of Texas, dated November 2, 1929, and recorded in Volume 76, Page 333 of the Deed Records of Leon County, Texas.

Sixth Tract: Being a part of the Robert Morris Survey, A-558, Leon County, Texas, and being the same land described in a Right of Way Deed from Jerome Burns to The State of Texas, dated November 5, 1929, and recorded in Volume 76, Page 324 of the Deed Records of Leon County, Texas.

Seventh Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Ernest Frankfurt to The State of Texas, dated April 2, 1930, and recorded in Volume 76, Page 335 of the Deed Records of Leon County, Texas.

Eight Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from W. O. McLain et ux to The State of Texas, dated October 24, 1929, and recorded in Volume 76, Page 344 of the Deed Records of Leon County, Texas.

Ninth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from J. R. Yeager to The State of Texas, dated February 8, 1930, and recorded in Volume 76, Page 367 of the Deed Records of Leon County, Texas.

Tenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Bill McMahon to The State of Texas, dated April 9, 1930, and recorded in Volume 76, Page 347 of the Deed Records of Leon County, Texas.

Eleventh Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Miss L. L. Palmer to The State of Texas, dated March 31, 1930, and recorded in Volume 76, Page 349 of the Deed Records of Leon County, Texas.

Twelfth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from J. H. Palmer to The State of Texas, dated October 22, 1929, and recorded in Volume 76, Page 348 of the Deed Records of Leon County, Texas.

Thirteenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Horace Sheffield and J. R. Sheffield to The State of Texas, dated April 18, 1930, and recorded in Volume 76, Page 360 of the Deed Records of Leon County, Texas.

Fourteenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from T. A. Wolfe and wife, S. L. Wolfe to The State of Texas, dated March 26, 1930, and recorded in Volume 73, Page 385 of the Deed Records of Leon County, Texas.

Fifteenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Dave Cole to The State of Texas, dated March 28, 1930, and recorded in Volume 76, Page 327 of the Deed Records of Leon County, Texas.

Sixteenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from J. L. Kyle to The State of Texas, dated April 19, 1930, and recorded in Volume 76, Page 339 of the Deed Records of Leon County, Texas.

Seventeenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from L. A. Hensarling to The State of Texas, dated April 16, 1930, and recorded in Volume 76, Page 337 of the Deed Records of Leon County, Texas.

Eighteenth Tract: Being a part of the Eli Fenn Survey, A-96, Madison County, Texas, and being the same land described in a Right of Way Deed from Allen Smith to The State of Texas, dated March 31, 1930, and recorded in Volume 40, Page 373 of the Deed Records of Madison County, Texas.

Nineteenth Tract: Being a part of the Eli Fenn Survey, A-96, Madison County, Texas, and being the same land described in a Right of Way Deed from Otto Schultz to The State of Texas, dated October 24, 1929, and recorded in Volume 40, Page 374 of the Deed Records of Madison County, Texas.

Twentieth Tract: Being a part of the Eli Fenn Survey, A-96, Madison County, Texas, and being the same land described in a Right of Way Deed from Gibbs Brothers & Company to The State of Texas, dated February 13, 1930, and recorded in Volume 40, Page 382 of the Deed Records of Madison County, Texas.

Twenty-First Tract: Being a part of the Eli Fenn Survey, A-96, Madison County, Texas, and being the same land described in a Right of Way Deed from J. M. Brownlee, Jr. to The State of Texas, dated March 26, 1930, and recorded in Volume 40, Page 349 of the Deed Records of Madison County, Texas.

Twenty-Second Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from Geo N. Bingham and wife, Thula J. to The State of Texas, dated October 29, 1929, and recorded in Volume 40, Page 345 of the Deed Records of Madison County, Texas.

Twenty-Third Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from C. W. Kimmey and wife, Kindo to The State of Texas, dated October 29, 1929, and recorded in Volume 40, Page 362 of the Deed Records of Madison County, Texas.

Twenty-Fourth Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from W. B. Langford and wife, Jessie Langford to The State of Texas, dated May 10, 1930, and recorded in Volume 40, Page 363 of the Deed Records of Madison County, Texas.

Twenty-Fifth Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from Lester Hamilton and wife, Ada Hamilton to The State of Texas, dated February 22, 1929, and recorded in Volume 40, Page 360 of the Deed Records of Madison County, Texas.

Twenty-Sixth Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from E. G. Palmer to The State of Texas, dated October 22, 1929, and recorded in Volume 40, Page 369 of the Deed Records of Madison County, Texas.

Twenty-Seventh Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from Julius McIver and wife, Margaret McIver to The State of Texas, dated February 3, 1930, and recorded in Volume 40, Page 366 of the Deed Records of Madison County, Texas.

Twenty-Eight Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from J. D. White and wife, Maud to The State of Texas, dated October 29, 1929, and recorded in Volume 40, Page 380 of the Deed Records of Madison County, Texas.

Twenty-Ninth Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from Quirk Yeager and wife, M. J. Yeager to The State of Texas, dated April 11, 1930, and recorded in Volume 40, Page 378 of the Deed Records of Madison County, Texas.

Thirtieth Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from J. C. Gardner et al to The State of Texas, dated April 12, 1930, and recorded in Volume 40, Page 350 of the Deed Records of Madison County, Texas.

Thirty-First Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from Rosey P. Rogers to The State of Texas, dated March 29, 1930, and recorded in Volume 40, Page 370 of the Deed Records of Madison County, Texas.

With the entire leased premises being more particularly described as follows, to-wit:

BEGINNING at a point where the east line of the Isaac Votaw Survey, A-33, Madison County, Texas intersects the south right-of-way line of the Old San Antonio Road;

THENCE in a southwesterly direction along the south right-of-way line of the Old San Antonio Road to a point in line with the west line of a 46 acre tract in the Eli W. Fenn Survey, A-96, Madison County, Texas now or formerly owned by Dan Green;

THENCE North in line with the west line of the 46 acre tract 50 feet to the centerline of the Old San Antonio Road;

THENCE in a southwesterly direction along said centerline to a point that is in line with the southwest boundary line of a 102 acre tract out of the Nicholas Copeland Survey, A-169 also called A-162,, Leon County, Texas now or formerly owned by Otto Schultz;

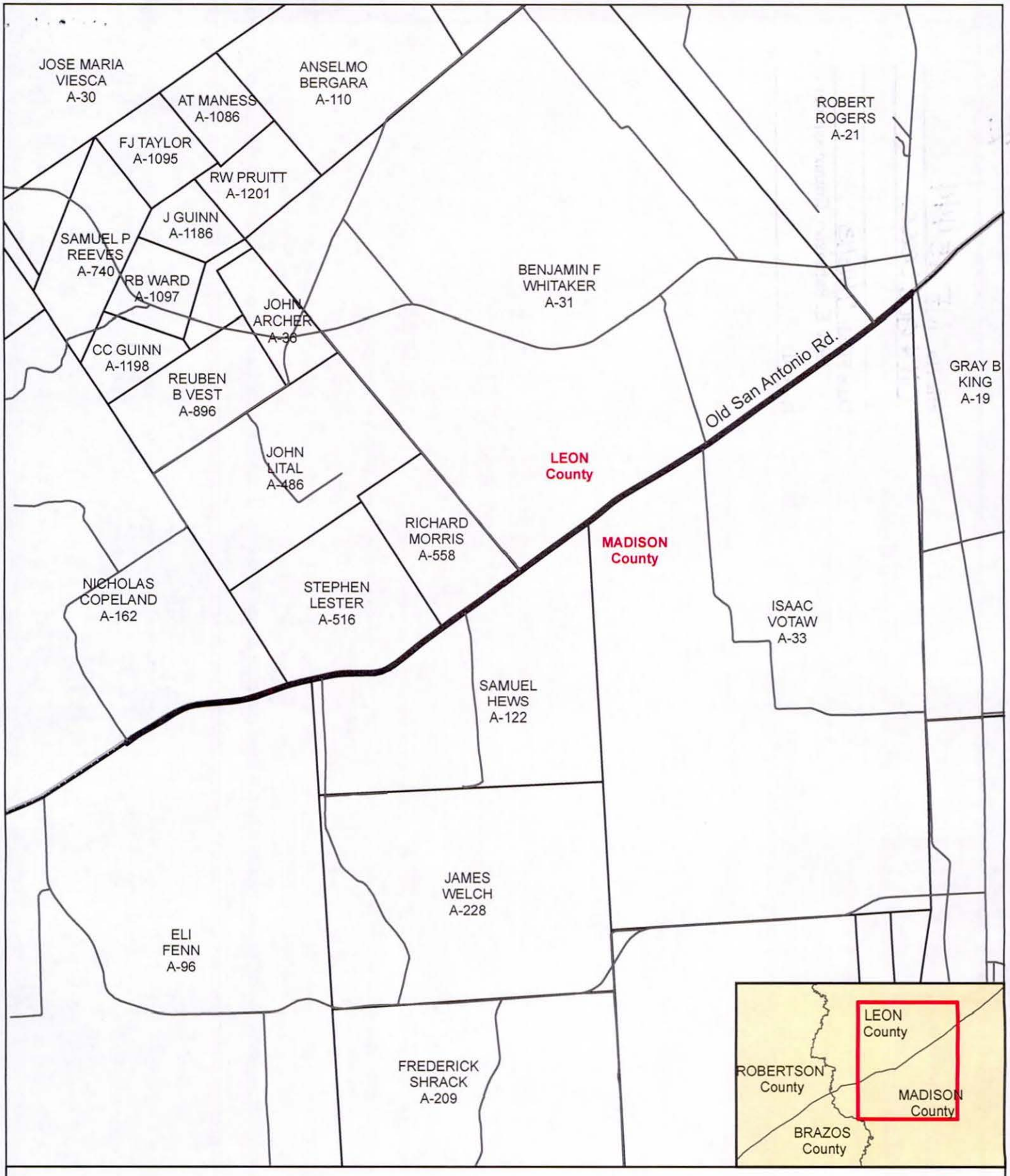
THENCE Northwest in line with the southwest boundary line of said 102 acre Otto Shultz tract 50 feet to the north right-of-way line of the Old San Antonio Road;

THENCE along the north right-of-way line of the Old San Antonio Road in a northeasterly direction to a point in line with the northeast line of an 86 acre subdivision out of the B. F. Whitaker Survey, A-31, Leon County, Texas now or formerly known as the Batson Subdivision;

THENCE in a southeasterly direction in line with the northeast line of said Batson Subdivision 50 feet to the centerline of the Old San Antonio Road;

THENCE along said centerline in a northeasterly direction to a point in line with the east line of the Isaac Votaw Survey, A-33, Madison County, Texas;

THENCE South 50 feet to the Point of Beginning.



Highway Right-of-Way
Plat of Old San Antonio Rd.
MF115444
64.2499 acres
Leon / Madison Counties, Texas

4,000 2,000 0 4,000 Feet

Exhibit B

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.

Map Generated by:
Zeke Guillen
IS/BAS/GIS
July 2013

File No. MF 115444
Oil & Gas Lease

Date Filed: 7/16/13
Jerry E. Patterson, Commissioner

By SSD

EOG RESOURCES, INC

APPLICATION TO LEASE THE STATE OF TEXAS FOR THE PURPOSES

OF DRILLING A HORIZONTAL WELL

RIGHT-OF-WAY TRACT IS NOT ON RELINQUISHMENT ACT LAND

COVERS:

64.2499 ACRES, MORE OR LESS, OUT OF THE NICHOLAS COPELAND SURVEY, A-169, THE STEPHEN LESTER SURVEY, A-516, THE R. MORRIS SURVEY , A-558, AND THE B. F. WHITAKER SURVEY, A-31, LEON COUNTY, TEXAS; THE ELI FENN SURVEY, A-96, THE SAMUEL HEWS SURVEY, A-122, AND THE ISAAC VOTAW SURVEY, A-33, MADISON COUNTY, TEXAS.

STATE OF TEXAS RIGHT-OF-WAY TRACT

PREPARED BY AUSTIN R. CADE,
FOR EOG RESOURCES, INC

Note: Please make this lease out to EOG Resources, Inc. is 6101 S. Broadway, Suite 200, Tyler, TX 75703, as lessee.

PLEASE SEND THE LEASE TO THE ADDRESS AS FOLLOWS:

ATTENTION: Austin R. Cade

EOG Field Land Office

809 University Drive East, STE 101A

College Station, TX 77840-2173

Questions or concerns please contact Austin R. Cade at **903-574-0816**

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

13712206

CHECK NO. 1192126905

VENDOR NO. 057099

PAGE 1 OF 1

DATE 06/11/13

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
STEPHEN F AUSTIN ST OFFC BLDG
1700 N CONGRESS AVE
AUSTIN, TX 78701 1495

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
278085	JUN0713	06/07/13	184651-000	500.00
			TOTAL CHECK AMOUNT	USD 500.00

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

13712206

CHECK NO. 1192126905

VENDOR NO. 057099

PAGE 1 OF 1

DATE 06/11/13

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
STEPHEN F AUSTIN ST OFFC BLDG
1700 N CONGRESS AVE
AUSTIN, TX 78701 1495

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
278085	JUN0713	06/07/13	184651-000	500.00
			TOTAL CHECK AMOUNT	USD 500.00

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

eog resources

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

VENDOR NO. 057099

13712206

62-20
311

CITIBANK DELAWARE, NEW CASTLE DE 19720

No. 1192126905

06/11/13

Five hundred and 00/100 Dollars

********$500.00

NOT VALID AFTER 90 DAYS

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
STEPHEN F AUSTIN ST OFFC BLDG
1700 N CONGRESS AVE
AUSTIN, TX 78701 1495

OPERATIONS ACCOUNT

M

⑈1192126905⑈ [redacted]

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

13712207

CHECK NO. 1192126906

VENDOR NO. 057099

PAGE 1 OF 1

DATE 06/11/13

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
STEPHEN F AUSTIN ST OFFC BLDG
1700 N CONGRESS AVE
AUSTIN, TX 78701 1495

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
278086	JUN0713B	06/07/13	184651-000	1,107.40
			TOTAL CHECK AMOUNT	USD 1,107.40

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

13712207

CHECK NO. 1192126906

VENDOR NO. 057099

PAGE 1 OF 1

DATE 06/11/13

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
STEPHEN F AUSTIN ST OFFC BLDG
1700 N CONGRESS AVE
AUSTIN, TX 78701 1495

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
278086	JUN0713B	06/07/13	184651-000	1,107.40
			TOTAL CHECK AMOUNT	USD 1,107.40

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

eog resources

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

VENDOR NO. 057099

13712207

62-20
311

CHEMICAL BANK DELAWARE NEW CASTLE DE 19720

No. 1192126906

06/11/13

One thousand one hundred seven and 40/100 Dollars

*******$1,107.40

NOT VALID AFTER 90 DAYS

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
STEPHEN F AUSTIN ST OFFC BLDG
1700 N CONGRESS AVE
AUSTIN, TX 78701 1495

OPERATIONS ACCOUNT

MP

⑈1192126906⑈ [redacted]

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

13712208

CHECK NO. 1192126907

VENDOR NO. 057099

PAGE 1 OF 1

DATE 06/11/13

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
STEPHEN F AUSTIN ST OFFC BLDG
1700 N CONGRESS AVE
AUSTIN, TX 78701 1495

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
278087	JUN0713C	06/07/13	184651-000	73,826.99
			TOTAL CHECK AMOUNT	USD 73,826.99

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

13712208

CHECK NO. 1192126907

VENDOR NO. 057099

PAGE 1 OF 1

DATE 06/11/13

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
STEPHEN F AUSTIN ST OFFC BLDG
1700 N CONGRESS AVE
AUSTIN, TX 78701 1495

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
278087	JUN0713C	06/07/13	184651-000	73,826.99
			TOTAL CHECK AMOUNT	USD 73,826.99

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

CITIBANK DELAWARE, NEW CASTLE DE 19720

eog resources

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

VENDOR NO. 057099

13712208
62-20
311

No. 1192126907
06/11/13

Seventy three thousand eight hundred twenty six and 99/100 Dollars

******$73,826.99

NOT VALID AFTER 90 DAYS

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
STEPHEN F AUSTIN ST OFFC BLDG
1700 N CONGRESS AVE
AUSTIN, TX 78701 1495

OPERATIONS ACCOUNT

⑈1192126907⑈ [redacted]

3.

File No. MF 115444
Cover letter, bonus, fees

Date Filed: 6/14/13
Jerry E. Patterson, Commissioner

By SSD

6-14-13

HROW Plat Transmittal Slip

Date to GIS 7/15/2013 SLB Date 7/16/2013 Aprox Due Date 7/22/2013

Lease Number MF 115444 County Leon/Madison Road Name Old San Antonio Rd

Acreage 64.2499

Abtract 1) Nicholas Copeland Survey, A-169, Stephen Lester Survey, A-516, R. Morris Survey, A-558, and the B.F. Whitaker Survey, A-31 in Leon County.

2) Eli Fenn Survey, A-96, Samuel Hews Survey, A-122, and the Isaac Votaw Survey, A-33 in Madison County.

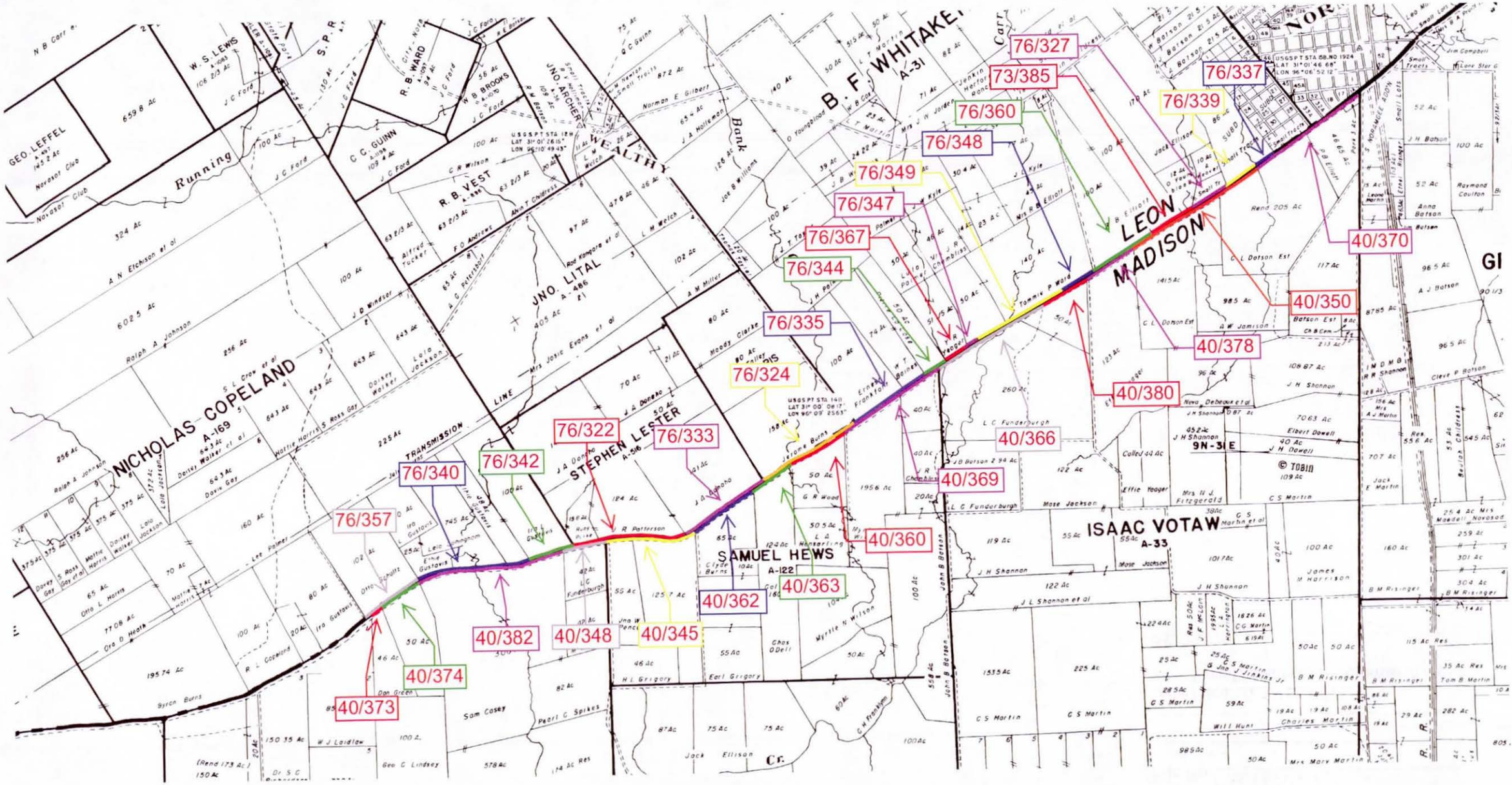
Completed by _____ T Drive date _____

Proofed by GIS _____

Proofed by Energy _____

Feet
0
2,750
5,500
11,000
N
JOSE MARIA VIESCA A-30
P.W. GRAY A-327
PETER W GRAY A-327
WILLIAM W HOLLOMAN A-361
R. ROGERS A-21
ROBERT ROGERS A-21
ANSELMO BERGARA A-110
A. BERGARA A-110
A.T. MANESS A-1086
F.L. TAYLOR A-1095
RW PRUITT A-1201
J. GUINN A-1186
R.B. WARD A-1097
J. ARCHER A-36
C GUINN A-1498
R.B. VEST A-896
REUBEN B VEST A-896
LEON COUNTY
BENJAMIN F WHITAKER A-31
B.F. WHITAKER A-31
I. VOTAW A-33
JOHN LITAL A-486
J. LITAL A-486
S. LESTER A-516
RICHARD MORRIS A-558
STEPHEN LESTER A-516
NICHOLAS COPELAND A-162
SAMUEL HEWES A-122
S. HEWES A-122
ISAAC VOTAW A-33
MADISON COUNTY
J. WELCH A-JAMES WELCH A-228
ELI FENN A-96
E. FENN A-96
OSR (OLD SAN ANTONIO ROAD)
JUNE 5, 2013
TRACT- 64.2499 AC
TEXAS ABSTRACTS
COUNTIES
LEON COUNTY
MADISON COUNTY
BRAZOS COUNTY

N
0
3,500
7,000
14,000
Feet
JOSE MARIA VIESCA A-30
PETER W GRAY A-327
HOLLOMAN A-361
ANSELMO BERGARA A-110
ROBERT ROGERS A-21
AT MANESS A-1086
FJ TAYLOR A-1095
RW PRUITT A-1201
LEON COUNTY
J GUINN A-1186
BENJAMIN F WHITAKER A-31
RB WARD A-1097
JOHN ARCHER A-36
C GUINN A-1198
REUBEN B VEST A-896
JOEIN LITAL A-486
RICHARD MORRIS A-558
NICHOLAS COPELAND A-162
STEPHEN LESTER A-516
ISAAC VOLAW A-33
SAMUEL LEWS A-122
MADISON COUNTY
JAMES WELCH A-228
ELI FENN A-96
DERICK RACK A-209
OSR (OLD SAN ANTONIO ROAD)
JUNE 4, 2013
TRACT - 64.2499 AC
TEXAS ABSTRACT
COUNTY
LEON COUNTY
MADISON COUNTY
BRAZOS COUNTY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73/385
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40/363
40/382
40/348
40/345
40/374
40/373
NICHOLAS COPELAND
A-169
STEPHEN LESTER
A-516
SAMUEL HEWS
A-122
ISAAC VOTAW
A-33
B F WHITAKER
A-31
JNO. LITAL
A-486
LEON
MADISON
TRANSMISSION LINE
Running
Bank
Cr.

4.

File No. MF 115444
Plat

Date Filed: 6-14-13
Jerry E. Patterson, Commissioner

By SSD

AFFIDAVIT OF HIGHEST CONSIDERATION PAID
HIGHWAY RIGHT OF WAY LEASES

STATE OF TEXAS

COUNTY OF LEON & MADISON

BEFORE ME, the undersigned authority, on this day personally appeared

AUSTIN R. CADE (Affiant), known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says:

That his/her name is AUSTIN R. CADE. And that, Affiant is personally familiar with and knowledgeable of the terms and conditions of the oil and gas lease(s) which adjoin(s) TEXAS STATE HIGHWAY OSR
[common name(s) of highway/roadway]

situated in LEON & MADISON County, Texas, said highway/roadway being described on Exhibit "A" attached hereto and made a part hereof. And that the highest and best terms for any lease adjoining lands described in Exhibit "A" are as follows:

Bonus Consideration Paid (Per Acre): $ 1,149.06

Primary Term: 3 YEARS

Royalty Rate: 1/4

Delay Rentals: $ None-Paid Up

The above statements are within my personal knowledge and are true and correct.

Further, Affiant sayeth not.

Austin R. Cade
[signature of affiant]

AUSTIN R. CADE
[printed or typed name of affiant]

State of Texas
County of BRAZOS

Sworn to and subscribed before me on the 29TH day of MAY, 2013, by AUSTIN R. CADE (name of Affiant).

Notary Public's Signature

HAROLD MORGAN MCGLOTHLIN
Notary Public, State of Texas
My Commission Expires
June 14, 2016

5.

File No. MF 115444
Affidavit of Highest Consideration

Date Filed: 6-14-13
Jerry E. Patterson, Commissioner

By SSD

6.14.13

76/357

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT I, Otto Schultz
of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the N. Copeland Survey in Leon County, Texas, and part of a 100 acre tract of land conveyed to me by

C. W. Kimmey

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said Otto Schultz in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned do hereby bind my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at this 24 day of Oct A. D. 19 29

Otto Schultz

THE STATE OF TEXAS }
County of Leon }
in and for Leon County and State of Texas, on this day personally appeared Otto Schultz 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 purpose and consideration therein expressed.
Given under my hand and seal of office, this 24th day of October A. D. 1929
L.S.
O. Youngblood
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of }
in and for County and State of Texas, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of }
in and for County and State of Texas, on this day personally appeared
wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 19 30 at 9 o'clock A M.,
and recorded this the 12 day of August A. D. 19 30 at 9:15 o'clock A M.
B. T. Gresham County Clerk.
By Frances Sullivan Deputy.

76/340

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT ~~I, L~~ I, A. W. Lathrop

of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to ~~us~~ severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the N. Copeland Survey in Leon County, Texas, and part of a 150 acre tract of land conveyed to me by W. L. Utsey

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said A. W. Lathrop in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned do hereby bind my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at this 24 day of Oct A. D. 1929

A. W. Lathrop

THE STATE OF TEXAS }
County of Leon } Before Me, Guy H. Heath a Notary Public
in and for County and State of Texas, on this day personally appeared A. W. Lathrop
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 purpose and consideration therein expressed.
Given under my hand and seal of office, this 24 day of Oct A. D. 1929

L. S.

Guy H. Heath
Notary Public Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 1930 at 9 o'clock A M.,
and recorded this the 11 day of August A. D. 19 30 at 2 o'clock P M.
B. T. Gresham County Clerk.
By Frances Anderson Deputy.

74/342

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT W. D. Lacey

of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the N. Copeland Survey in Leon County, Texas, and part of a 100 acre tract of land conveyed to me by A. Davis

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said State of Texas in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned W. D. Lacey do hereby bind my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normangee Texas this 20th day of Feby A. D. 1930

W. D. Lacey

THE STATE OF TEXAS }
County of Leon } Before Me, the undersigned a Notary Public in and for Leon County and State of Texas, on this day personally appeared W. D. Lacey 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 purpose and consideration therein expressed.

Given under my hand and seal of office, this 20 day of February A. D. 1930

R. A. Allen
L. S. Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public in and for County and State of Texas, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

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

Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 1930 at 9 o'clock A. M.,
and recorded this the 11 day of August A. D. 1930 at 2:30 o'clock P. M.

B. T. Gresham County Clerk.
By Frances Deadrick Deputy.

74/322

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT I, J.P.Burns

of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to ~~me~~ severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: "A part of the Stephens Lester Survey in Leon County, Texas, and part of a 141¼ acre tract of land conveyed to me by

Walter McIver and wife

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said J.P.Burns in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned hereby bind myself the title to ~~do hereby bind~~ heirs, executors and administrators, to warrant and forever defend, ~~all and singular,~~ the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at this 24 day of Oct A. D. 1929

J.P.Burns

THE STATE OF TEXAS }
County of Leon } Before Me, Guy H. Heath a Notary Public
in and for said County and State of Texas, on this day personally appeared J.P.Burns
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 purpose and consideration therein expressed.
Given under my hand and seal of office, this 24 day of Oct A. D. 1929

L.S.

Guy H. Heath
Notary Public Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
wife of known to me to be the person whose name is subscribed to
the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this day of A. D. 19

Filed for record the 22nd day of July A. D. 1930 at 9 o'clock A M.,
and recorded this the 11th day of August A. D. 1930 at 8:15 o'clock A M.

B. T. Gresham County Clerk.
By Frances Pulliam Deputy.

76/333

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT I, T.F.Donaho of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the S.Lester Survey in Leon County, Texas, and part of a 140 acre tract of land conveyed to me by

J.A.Donaho

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said T.F.Donaho in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned do hereby bind heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normangee Tex this 2 day of Nov A. D. 1929

T.F.Donaho

THE STATE OF TEXAS }
County of Leon Leon } Before Me, O.Youngblood a Notary Public in and for County and State of Texas, on this day personally appeared T.F.Donaho 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 purpose and consideration therein expressed.

Given under my hand and seal of office, this 2nd day of Nov A. D. 19 29

L.S.

O.Youngblood
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public in and for County and State of Texas, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

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

Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 1930 at 9 o'clock A M.,
and recorded this the 11 day of Agust A. D. 1930 at 11:15 o'clock A M.

B.T.Gresham County Clerk.

By J Frances Pulliam Deputy.

76|324

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT I Jerome Burns

of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of State of Texas, being particularly described as follows: A part of the R.Morris Survey in Leon County, Texas, and part of a 158 acre tract of land conveyed to me by Walter McIver

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said Jerome Burns in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned Jerome Burns do hereby bind his heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normangee Tex this 5 day of A. D. 19

Jerome Burns

THE STATE OF TEXAS }
County of Leon } Before Me, the undersigned a Notary Public
in and for Leon County and State of Texas, on this day personally appeared Jerome Burns
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 purpose and consideration therein expressed.
Given under my hand and seal of office, this 5 day of Nov A. D. 19 29

L.S. R.A.Allen
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
wife of known to me to be the person whose name is subscribed to
the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this day of A. D. 19

Filed for record the 22nd day of July A. D. 1930 at 9 o'clock A M.,
and recorded this the 11th day of August A. D. 1930 at 8:45 o'clock A M.
B. T. Gresham County Clerk.
By Frances Swallow Deputy.

76/335

THE STATE OF TEXAS }
COUNTY OF }

Know all Men by these Presents:

THAT I, Ernest Frankfurt (wife is deceased) Calif.
of the County of Los Angeles State of ~~Texas~~, for and in consideration of the sum of one and no/100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the B.F.Whitaker league Survey in Leon County, Texas, and part of a 174½ acre tract of land conveyed to me by

D.A.Dickey by deed dated May 9, 1918 shown of record of Leon County,Texas, same being filed f

f r record January 20,1919

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said Ernest Frankfurt in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned does ~~do~~ hereby bind their heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Van Nays(Los Angeles Calif this 2nd day of Apr A. D. 1930

Ernest Frankfurt

THE STATE OF ~~TEXAS~~ California }
County of Los Angeles }
in and for Los Angeles

Before Me, the undersigned a Notary Public
~~California~~ County and State of ~~Texas~~, on this day personally appeared Ernest Frankfurt
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 purpose and consideration therein expressed.

Given under my hand and seal of office, this 2nd day of April A. D. 1930

L.S.

Ferdinand Mendenhall
Notary Public in and for Los Angeles County,Calif.

THE STATE OF TEXAS }
County of }
in and for

Before Me, a Notary Public
County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

THE STATE OF TEXAS }
County of }
in and for

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

Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 1930 at 9 o'clock A M.,
and recorded this the 11 day of August A. D. 1930 at 12 o'clock M.

B. T. Gresham County Clerk.
By Frances Sullivan Deputy.

76/344

THE STATE OF TEXAS }
COUNTY OF Madison }

Know all Men by these Presents:

THAT we, W.O. McLain joined by wife of the County of Madison State of Texas, for and in consideration of the sum of one and no/100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of ~~Madison~~ Leon State of Texas, being particularly described as follows: A part of the B.F. Whitaker Survey in Leon County, Texas, and part of a 74½ acre tract of land conveyed to me by E. Frankfurt

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said W.O. McLain & wife in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned do hereby bind ourselves, heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness our hand at this 24 day of Oct A. D. 19 29

W.O. McLain
Mrs. Arizona McLain

THE STATE OF TEXAS }
County of Madison } Before Me, J.F. Reed & J.O. & Exofficio a Notary Public
in and for County and State of Texas, on this day personally appeared W.O. McLain
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 purpose and consideration therein expressed.
Given under my hand and seal of office, this 24 day of Oct A. D. 19 29

L.S.

J.F. Reed Justice of Peace Exofficio
Notary Public Madison County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of Madison } Before Me, J.F. Reed J P ~ Exofficio a Notary Public
in and for County and State of Texas, on this day personally appeared Arizona McLain
wife of W.O. McLain known to me to be the person whose name is subscribed to
the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said Arizona McLain acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this 24 day of Oct A. D. 1930

L.S.

J.F. Reed J.P. & Ex officio
Notary Public Madison County, Texas

Filed for record the 22 day of July A. D. 1930 at 9 o'clock A. M.,
and recorded this the 11 day of August A. D. 1930 at 3 o'clock p M.
B.T. Gresham County Clerk.
By [illegible] Deputy.

74/367

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT I, J.R. Yeager of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the B.F. Whitaker league Survey in Leon County, Texas, and part of a 50 acre tract of land conveyed to me by

Otto Krohn

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said J.R. Yeager in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 State of Texas and its assigns. And the undersigned J.R. Yeager do hereby bind my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normangee, Texas this 8th day of Feby A. D. 19 30

J.R. Yeager

THE STATE OF TEXAS }
County of Leon } Before Me, the undersigned authority a Notary Public in and for Leon County and State of Texas, on this day personally appeared J.R. Yeager 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 purpose and consideration therein expressed.

Given under my hand and seal of office, this 8th day of February A. D. 19 30

L.S.

R.A. Allen
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public in and for County and State of Texas, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

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

Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 19 30 at 9 o'clock A M.,
and recorded this the 12 day of August A. D. 19 30 at 11:30 o'clock A M.

B.T. Gresham County Clerk.
By Frances Sullivan Deputy.

76/347

THE STATE OF TEXAS }
COUNTY OF Madison } *Know all Men by these Presents:*

THAT Bill Mc Mahon
of the County of Madison State of Texas, for and in consideration of the sum of one and no/100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the B.F. Whitaker League Survey in Leon County, Texas, and part of a 50 acre tract of land conveyed to me by

L.E. Lawson

And comprising a strip of land for public road right of way purposes off of the south side of said 50 acre gract, and so much of said land as lies adjacent to and on the southerly side of the line as surveyed and staked off by E.B. Capes, Highway Department surveyor for the state of Texas.

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said McMahon in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 Bill McMahon State of Texas and its assigns. And the undersigned Bill McMahon does do hereby bind his heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normangee Texas this 9 day of April A. D. 1930

Bill McMahon

THE STATE OF TEXAS }
County of Leon } Before Me, Guy H. Heath a Notary Public
in and for Leon County and State of Texas, on this day personally appeared Bill McMahon
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 purpose and consideration therein expressed.
Given under my hand and seal of office, this 9 day of April A. D. 19 30

L.S. Guy H. Heath
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
wife of known to me to be the person whose name is subscribed to
the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said
acknowledged such instrument to be her act and deed, and declared that she
had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 1930 at 9 o'clock A M.,
and recorded this the 11 day of August A. D. 1930 at 4 o'clock P M.
B. T. Gresham County Clerk.
By Frances Dunlavan Deputy.

76/349

THE STATE OF TEXAS }
COUNTY OF Leon }

Know all Men by these Presents:

THAT I, Miss L.L.Palmer of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the B.F.Whitaker League Survey in Leon County, Texas, and part of a 146 acre tract of land conveyed to me by

D.L.Palmer and wife

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said Miss L.L.Palmer in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 State of Texas and its assigns. And the undersigned grantor do hereby bind my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normagee Texas this 31st day of March A. D. 19 30

Miss L.L.Palmer

THE STATE OF TEXAS }
County of Leon } Before Me, the undersigned authority a Notary Public
in and for Leon County and State of Texas, on this day personally appeared Miss L.L.Palmer a feme sole
known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 31st day of March A. D. 1930

L.S. R.A.Allen
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

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

Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 19 30 at 9 o'clock A M.,
and recorded this the 11 day of August A. D. 19 30 at 4:30 o'clock P M.
B.T.Gresham County Clerk.
By Frances Sullivan Deputy.

76/348

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT I, J.H. Palmer

of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to ~~us~~ severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the B.F. Whitaker Survey in Leon County, Texas, and part of a 50 acre tract of land conveyed to me by

D.L. Palmer

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said J.H. Palmer in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned do hereby bind myself heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at this 22 day of Oct A. D. 1929

J.H. Palmer

THE STATE OF TEXAS }
County of Leon } Before Me, Guy H. Heath a Notary Public
in and for County and State of Texas, on this day personally appeared J.H. Palmer
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 purpose and consideration therein expressed.
Given under my hand and seal of office, this 22 day of October A. D. 1929

L.S.

Guy H. Heath
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
wife of known to me to be the person whose name is subscribed to
the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 19 30 at 9 o'clock A M.,
and recorded this the 11 day of August A. D. 1930 at 4:15 o'clock P M.

B.T. Gresham County Clerk.
By Frances Dunlavon Deputy.

76/360

THE STATE OF TEXAS }
COUNTY OF Freestone }

Know all Men by these Presents:

THAT We, Horace Sheffield and J.R. Sheffield of the County of Freestone State of Texas, for and in consideration of the sum of one and no/100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the B.F. Whitaker Survey in Leon County, Texas, and part of a 100 acre tract of land conveyed to ~~me~~ us by Mrs. Maney Pickett, and being a strip of land off the south side of tract, said strip of land being enough land for right of way for road known as "Old Spanish Trail" said strip of land hereby conveyed is not to exceed twenty five feet

and the part here conveyed is a strip adjoining the San Antonio Road ~~and sufficient in width to make a right of way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract,~~ and when added to present road and a strip across the road in Leon County will make one hundred feet. And it is further agreed that the said Horace Sheffield and J.R. Sheffield in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness our hands at Teague Texas this 18th day of April A. D. 1930

Horace Sheffield
J.R. Sheffield

THE STATE OF TEXAS }
County of Freestone } Before Me, Renfro Speed a Notary Public
in and for Freestone County and State of Texas, on this day personally appeared Horace Sheffield and J.R. Sheffield known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this 18th day of April A. D. 1930

L.S.

Renfro Speed
Notary Public in and for Freestone County, Tex

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 1930 at 9 o'clock A M.,
and recorded this the 12 day of August A. D. 1930 at 9:45 o'clock A M.

B.T. Gresham County Clerk.
By Frances Anderson Deputy.

one hundred feet. And it is further agreed that the said grantors in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness our hands at Normangee, Texas, this 12 day of April 1930.

J.R.Payne

Evelyn Pearl Payne

Mrs. Leo Martin

Leo Martin

The State of Texas)(

County of Liberty)(Before me E.E.Davis a Notary Public in and for the County of Liberty and State of Texas, on this day personally appeared J.R.Payne 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 16th day of April A.D.1930.

L.S. E.E.Davis

Notary Public in and for Liberty County, Texas

The State of Texas)(

County of Bastrop)(Before me W.P.Culp Jr. a notary public in and for the County of Bastrop and State of Texas, on this day personally appeared Evelyn Pearl Payne known to me 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 on this the 17 day of April A.D.1930

L.S. W.P.Culp Jr

Notary Public in and for Bastrop Co. Texas

The State of Texas)(

County of Leon)(Before me O.Youngblood a notary public in and for Leon County, Texas on this day personally appeared Leo Martin and Mrs Leo Martin his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mrs. Leo Martin having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and dee and declared that she had willingly signed the same for the purposes and consideration thereinexpressed and that she did not wish to retract it.

Given under my hand and seal of office this 19th day of April A.D.1930

L.S. O.Youngblood

Notary Public Leon County, Texas

Filed for record the 22nd day of July A.D. 1930 at 9 o'clock A.M. and recorded this the 12th day of August A.D.1930 at 2 o'clock P.M.

B.T.Gresham County Clerk,

By Francis Dillman Deputy

LEON COUNTY

73/385

The State of Texas)(

County of Madison)(KNOW ALL MEN BY THESE PRESENTS:

That I, T.A.Wolfe joined by my wife, S.L.Wolfe of the County of Madison State of Texas for and

in consideration of the sum of one and no/100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant sell and convey, unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the Benjamin F. Whitaker survey in (league) Leon County,Texas, and a part of a 100 acre tract of land conveyed to me by T.K.Womack and wife, situated about ¾ mile west from the town of Normangee Texas and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said T.A.Wolfe and wife in consideration of the benefits above set out, will remove from the property above described, such fences buildings and other obstructions as may now be found upon said property.

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 State of Texas and its assigns.

And the undersigned we do hereby bind our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness our hands at North Zulch Texas this 26th day of March A.D.1930

T.A.Wolfe

Witness Mrs S.E.Wolfe

J.A.Heath

B.N.Nash

The State of Texas)(

County of Leon)(Before me the undersigned authority a notary public in and for Leon County,Texas, on this day personally appeared B.N.Nash known to me to be the person whose name is subscribed to as a witness to the foregoing instrument of writing, and, after being duly sworn, stated on oath that he witnessed, the signature of T.A.Wolfe and his wife Mrs.S.Ll Wolfe to the right of way deed hereto attached and that he had signed the same as a witness at the request of the said T.A.Wolfe and his wife Mrs.S.L.Wolfe.

Given under my hand and seal of office this 26th day of March A.D.1930.

L.S. R.A.Allen

Notary Public Leon Co.Texas

Filed for record the 22nd day of July A.D.1930 at 9 o'clock A.M. and recorded this the 12th day of August A.D.1930 at 3 o'clock P.M.

B.T.Gresham County Clerk,

By [illegible] Deputy

The State of Texas)(

County of Leon)(KNOW ALL MEN BY THESE PRESENTS:

That Vesta Fuqua and husband Sam Fuqua of the County of Lamar and State of Texas, for and in consideration of the sum of twenty five and no/100 dollars to us in hand paid by County of Leon of the County of Leon and State of Texas, the receipt of which is hereby acknowledged do, by these presents bargain, sell, release and forever quitclaim unto the said The State of Texas all their right. title and interest in and to that certain tract or parcel of land lying in the County of Leon,State of Texas, described as follows, to-wit:

All that certain lot, tract and parcel of land situated in Leon County,Texas, a part of the

76/327

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT I Dave Cole
of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the B.F. Whitaker Survey in Leon County, Texas, and part of a 38½ acre tract of land conveyed to me by Mrs Manning out of and along the south side of and adjoining the old San Antonio road

~~and right-o~~
right of way hereby conveyed being a strip of land surveyed and staked off by Caps of the State Highway Engineering department for such right of way

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Leon County will make one hundred feet. And it is further agreed that the said in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 Dave Cole State of Texas and its assigns. And the undersigned Dave Cole do hereby bind my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normangee Texas this 28th day of Mar A. D. 19 30

Dave Cole

THE STATE OF TEXAS }
County of Leon } Before Me, O. Youngblood a a Notary Public
in and for Leon County and State of Texas, on this day personally appeared Dave Cole
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 purpose and consideration therein expressed.
Given under my hand and seal of office, this 28th day of March A. D. 19 30

L.S. O. Youngblood
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 19 30 at 9 o'clock A M.,
and recorded this the 11 day of August A. D. 19 30 at 9:30 o'clock A M.
B. T. Gresham County Clerk.
By Frances Sullivan Deputy.

76/339

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT J.L.Kyle
of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to ~~me~~ us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of State of Texas, being particularly described as follows: A part of the B.F.Whitaker Survey in Leon County, Texas, and part of a 8 acre tract of land conveyed to me by

Mrs.R.J.Batson and according to the survey made by ~~A~~.B.Capes state highway engineer

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County will make one hundred feet. And it is further agreed that the said J.L.Kyle in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said J.L.Kyle State of Texas and its assigns. And the undersigned do hereby bind my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normangee Texas this 19th day of April A. D. 1930

J.L.Kyle

THE STATE OF TEXAS }
County of Leon } Before Me, O.Youngblood a Notary Public
in and for Leon County and State of Texas, on this day personally appeared J.L.Kyle
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 purpose and consideration therein expressed.
Given under my hand and seal of office, this 19th day of April A. D. 1930

L.S. O.Youngblood
Notary Public in and for Leon County, Texas.

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
known to me to be the person whose name subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS }
County of } Before Me, a Notary Public
in and for County and State of Texas, on this day personally appeared
wife of known to me to be the person whose name is subscribed to
the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she
had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.
Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 19 30 at 9 o'clock A M.,
and recorded this the 11 day of August A. D. 19 30 at 1;45 o'clock P M.
B. T. Gresham County Clerk.
By Frances Dunlavon Deputy.

76/337

THE STATE OF TEXAS }
COUNTY OF Leon } *Know all Men by these Presents:*

THAT L.A.Hensarling of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the Whitaker Survey in Leon County, Texas, and part of a 30 acre tract of land conveyed to me by R.A.Allen 40 acres; Mrs Martin D.Corlew 10 acres, Mrs Sallie Batson 16 acres

and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right-of-way one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across the road in Leon and being to the line surveyed by Capps surveyor of San Antonio road County will make one hundred feet, And it is further agreed that the said grantor in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned grantor does do hereby bind himself, his heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normangee,Texas this 16 day of April A. D. 19 30

L.A.Hensarling

THE STATE OF TEXAS }
County of Leon } Before Me, the undersigned a Notary Public in and for Leon County and State of Texas, on this day personally appeared L.A.Hensarling 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 purpose and consideration therein expressed.

Given under my hand and seal of office, this 16th day of April A. D. 19 30

L.S.

M.L.Bennett
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS }
County of } Before Me, a Notary Public in and for County and State of Texas, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

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

Given under my seal of office, this day of A. D. 19

Filed for record the 22 day of July A. D. 1930 at 9 o'clock A M.,
and recorded this the 11 day of August A. D. 19 30 at 1:15 o'clock P M.

B. T. Gresham County Clerk.
By Frances Sullivan Deputy.

THE STATE OF TEXAS|
COUNTY OF MCLENNAN| Before me Eleanor Anderson a Notary Public in and for the County of McLennan and State of Texas, on this day personally appeared J. B. Sawtell 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 15th day of April A. D. 1930.

Eleanor Anderson
Notary Public in and for McLennan County, Texas

L.S.
Filed for record this the 30th day of July A. D. 1930 at 11 O'clock A. M.
Recorded this the 1st day of August A. D. 1930 at 4145 o'clock P. M.

By Sabrey L Brennan Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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ALLEN SMITH TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|
COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That I, Allen Smith of the County of Brazos State of Texas, for and in consideration of the sum of One and no-100 dollars to me in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Eli Finn Survey in Madison County, Texas, and a part of a 64 acre tract of land conveyed to me by Ed. Cameron and wife and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet. regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon Count will make One Hundred Feet. And it is further agreed that the said Grantee State Highway Commission in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property and put them in condition satisfactory to Grantor.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said State of Texas, and its Assigns. And the undersigned Allen Smith does hereby bind his heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Bryan Texas, this 31st day of March A. D. 1930.

Allen Smith

THE STATE OF TEXAS|
COUNTY OF BRAZOS | Before me W. S. Barron a Notary Public in and for Brazos County, and State of Texas, on this day personally appeared Allen Smith 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 31 day of March A.D.1930.

W. S. Barron
L.S. Notary Public in and for Brazos County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 2nd day of August A D 1930 at 8 o'clock A. M.

By Sabrey L Brennan Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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W. W. SANDIFER TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|
COUNTY OF ROBERTSON| KNOW ALL MEN BY THESE PRESENTS: That I, W. W. Sandifer of the County of Robertson State of Texas for and in consideration of the sum of One and No-100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed

and by these presents do Grant, Sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the N. Copeland Survey in Madison County, Texas, and a part of a 686 acre tract of land conveyed to me by W. W. Patrick airs and comprising a strip of land for public road right of way purposes off of the North side of said 686 acres and being so much of said land as lies adjacent to and on the Northerly side of the line of as surveyed and staked off by E. B. Capes, highway department surveyor for the State of Texas. and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said .. in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said W. W. Sandifer State of Texas and its assigns.

And the undersigned does hereby bind his heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Franklin Tex this 17 day of April A. D. 1930.

W. W. Sandifer

THE STATE OF TEXAS|
COUNTY OF _____| Before me W.C.Crane a Notary Public in and for the County of Robertson and State of Texas, on this day personally appeared W. W. Sandifer 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 28th day of May A. D. 1930

W. C. Crane
L. S. Notary Public in and for Robertson County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 2nd day of Aug. A.D. 1930 at 8:15 o'clock A. M.

By _____ Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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OTTO SCHULTZ TO RIGHT OF WAY DEED . STATE OF TEXAS

THE STATE OF TEXAS|
COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: That I. Otto Schultz of the County of Leon State of Texas for and in consideration of the sum of One and no/100 dollars to.. severally in hand paid by the State of Texas, acting thtough the State Highway Commission, receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and do by these presents Grant, Sell and Convey unto the State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows. A part of the Eli Finn Survey in Madison County, Texas, and a part of a.. acre tract of land conveyed to me by Fred Schultz and the part hereby conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said Otto Schultz in consideration of the benefits above set out will remove from the property above described such fences, buildings and other obstructions as may be foundcupon said property. To have and to Hold the above desosibed premises together with all and singular the rights and hereditaments thereunto in anywise belonging

and by these presents do Grant, Sell and convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the N. Copeland Survey in Madison County, Texas, and a part of a 686 acre tract of land conveyed to me by W. W. Patrick airs and comprising a strip of land for public road right of way purposes off of the North side of said 686 acres and being so much of said land as lies adjacent to and on the Northerly side of the line of as surveyed and staked off by E. B. Capes, highway department surveyor for the State of Texas. and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said .. in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said W. W. Sandifer State of Texas and its assigns.

And the undersigned does hereby bind his heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Franklin Tex this 17 day of April A. D. 1930.

W. W. Sandifer

THE STATE OF TEXAS|
COUNTY OF _____| Before me W.C.Crane a Notary Public in and for the County of Robertson and State of Texas, on this day personally appeared W. W. Sandifer 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 28th day of May A. D. 1930

W. C. Crane
L. S. Notary Public in and for Robertson County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 2nd day of Aug. A.D. 1930 at 8:15 o'clock A. M.

By _____ Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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OTTO SCHULTZ TO RIGHT OF WAY DEED . STATE OF TEXAS

THE STATE OF TEXAS|
COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: That I. Otto Schultz of the County of Leon State of Texas for and in consideration of the sum of One and no/100 dollars to.. severally in hand paid by the State of Texas, acting thtough the State Highway Commission, receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and do by these presents Grant, Sell and Convey unto the State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows. A part of the Eli Finn Survey in Madison County, Texas, and a part of a.. acre tract of land conveyed to me by Fred Schultz and the part hereby convyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said Otto Schultz in consideration of the benefits above set out will remove from the property above described such fences, buildings and other obstructions as may be foundoupon said property. To have and to Hold the above desoribed premises together with all and singular the rights and hereditaments thereunto in anywise belonging

unto the said State of Texas and its assigns. And the undersigned hereby bind my heirs, executors a nd administrators to forever warrant and defend the righ s and title to said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand this 24 day of Oct. A.D. 1929.

Otto Sohulz

THE STATE OF TEXAS |
COUNTY OF LEON | Before me O. Youngblood a Notary Public in and for said county and State, on this day personally appeared Otto Sohulz 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 24th day of Oct. A. D. 1929.

O. Youngblood
L.S. Notary Public Leon County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock a. M.
Recorded this the 2nd day of August A. D. 1930 at 8:45 o'clock A. M.

By Talvey Brennan Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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MRS. EVA TREADWELL TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. Eva Treadwell of North Zuloh, Texas of the County of Madison State of Texas, for and in consideration of the sum of One and no-100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of.. State of Texas, being particularly described as follows: A part of the G. B. King Survey in Madison County, Texas, and a part of a One acre tract of land conveyed to me by G. W. Windsor & wife on the 4 day of Aug. A. D. 1909 as found on record in Vol 7 page 408 Deed Records of Madison County, Texas, and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road in Leon County will make One Hundred Feet. And it is further agreed that the said Mrs. Eva Treadwell in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned Mrs. Eva Treadwell do hereby bind my heirs, executors and administrators, to warrant and Forever Defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully oliming or to claim the same or any part thereof but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at North Zuloh, Texas, this 3 day of April A. D. 1930.

Mrs. Eva Treadwell

THE STATE OF TEXAS
COUNTY OF MADISON | Before me John Swanwick a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared Mrs. Eva Treadwell known to me 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 on this the 3 day of April A.D. 1930.

L. S. John Swanwick
Notary Public in and for Madison County, Texas

GIBBS BROTHERS AND COMPANY TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|

COUNTY OF WALKER | KNOW ALL MEN BY THESE PRESENTS: That Gibbs Brothers & Company, co-partnership firm composed of the Estate of W. S. Gibbs, deceased, acting herein by and through J. P. Gibbs, Sole Surviving Independent Executor, Alla Gibbs Robinson, a widow, Estate of T.C. Gibbs, deceased, acting herein by and through J. P. Gibbs and J. V. Butler, Independent Executors, Sandford Gibbs Norsworthy, O. L. Norsworthy, J. P. Gibbs, Lnteola Gibbs Hawley and H. H. Hawley, acting herein by and through its Agent and Attorney in fact, J. P. Gibbs, of the County of Walker State of Texas for and in consideration of the sum of One and no-100 dollars to it in hand paid by the State of Texas, acting through the State Highway Commission the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Eli Fenn Survey in said Madison County, Texas, and a part of a 300 acre tract of land conveyed to said Gibbs Bros and Company by Mrs. Bertha E. Clay by deed dated the 8th day of August, A. D. 1918, and recorded in Volume 24/on pages 474 and 475 of the Madison County Deed Records, to which said deed and its said record, referance is here now made for further and more full and complete description; and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract or when added to present road and a strip across the road in said Madison County will make One hundred feet. And it is further agreed that the said State Highway Commision in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said prpperty.

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 Highway Commission of State of Texas and its assigns.

And the undersigned Gibbs Bros. and Company does hereby Bind itself, its successors and assigns to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness its hand at Huntsville, Texas this 13th day of February A. D. 1930.

GIBBS BROTHERS & COMPANY

BY J.P.Gibbs
Its Attorney in fact.

Alla Gibbs Robinson
Sandford Gibbs Norsworthy
O.L.Norsworthy
Lnteola Gibbs Hawley
H.H.Hawley

BY J. P. Gibbs
Their Agent and Attorney in fact.

Estate of W. S. Gibbs, deceased.

BY J. P. Gibbs
Sole Surviving Independent Executor.

ESTATE OF W. S. GIBBS, Deceased

BY J. P. Gibbs

J. V.Butler
Independent Executors

J. P. Gibbs
for himself.

THE STATE OF TEXAS |
COUNTY OF WALKER | Before me, the undersigned authority, on this day personally appeared J. V. Butler and J. P. Gibbs, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein stated, and as the act and deed of said GIBBS BROTHERS'E COMPANY.

Given under my hand and seal of office, this the 13 th day of February A. D. 1930.

W. Y. Allen
No.1173L.S. Notary Public, Walker County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 2nd day of August A. D. 1930 at 2 o'clock P. M.

By Salley Dreman Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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J. L. MCLAIN AND WIFE TO WARRANTY DEED A. L. MARTIN

THE STATE OF TEXAS |
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That (I) J. L. McLain joined by my wife Mary McLain of the County of Madison State of Texas for and in consideration of the sum of Twenty One hundred and twenty five Dollars to us paid and secured to be paid by A. L. Martin, Cash two hundred and twenty five dollars and notes as follows:

The assumption and promise to pay the balance on Federal Land Bank note seven Hundred dollars and the cancellation of a series of six notes for $203.57 each and one note for $203.58 each note dated September the 16th 1927, payable to A. L. Martin signed by J. L. McLain said notes fully described in a deed of conveyance executed by A. L. Martin and his wife Mary Martin on the 19th day of September 1927. have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said A. L. Martin of the County of Madison State of Texas, all that certain parcel or tract of land in the County of Madison State of Texas, containing 75 acres in two tracts out of the Crownover League fully described by metes and bounds on deed of conveyance dated September the 19th, 1927, executed by A. L. Martin and his wife Mary Martin to J. L. McLain recorded in Volume 38, pages 5 and 6 of the Madison County deed records to which deed and its record reference is here made for a full description of land herein conveyed.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise bellnging unto the said A. L. Martin heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said A. L. Martin heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements until the above described notes and all interest thereon are fully paid according to their face and tenor, effect and reading when this deed shall become absolute.

WITNESS our hand at George Texas, this 26th day of July A. D. 1930.

J. L. McLain
Mary McLain

THE STATE OF TEXAS |
COUNTY OF MADISON | BEFORE ME, G. R. Donahe Notary Public in and for Madison County, Texas, on this day personally appeared J. L. McLain 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 26th day of July A. D. 1930.

G. R.Donahe
L.S. Notary Public in and for Madison County, Texas

and administrators to warrant forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming, or to claim the same or any part thereof by through or under me but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Madisonville, Texas, this 3rd day of April, A. D. 1930.

J. M. Brownlee, Jr.

THE STATE OF TEXAS|
COUNTY OF MADISON | Before me Milton M. Brownlee, a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared J. M. Brownlee 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 3rd day of May, A. D. 1930

Milton M. Brownlee
Notary Public in and for Madison
County, Texas

L.S.

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 31st day of July A. D. 1930 at 11 o'clock A. M.

By _____ Deputy

V. Maynard, Clerk
County Court, Madison County, Texas

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J. M. BROWNLEE JR TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS That I, J. M. Brownlee, Jr., of the County of Madison State of Texas, for and in consideration of the sum of One and No-100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A Part of the Eli Fenn Survey in Madison County, Texas, and a part of a 42 acre tract of land conveyed to me by out of the North East corner of the said Eli Fenn League, and along the south side of and adjoining the Old San Antonio Road, and the right of way hereby conveyed being a staip of land as surveyed and staked off by E. B. Cape, of the State Highway Engineering department, for such right of way, and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet as staked off as aforesaid or when added to present road and a strip across the road in Madison and Leon Counties will make One Hundred Feet. And it is further agreed that the said J. M. Brownlee, Jr., in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property (said fence already moved).

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said State of Texas, and its assigns for road right of way purposes only.

And the undersigned J. M. Brownlee, Jr., does hereby bind himself, his heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Madisonville, Texas, this 26th day of March A. D. 1930

J. M. Brownlee, Jr.

THE STATE OF TEXAS|
COUNTY OF MADISON | Before me Milton M. Brownlee, a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared J. M. Brownlee, 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 26th day of March A. D. 1930.

Milton M. Brownlee,
L.S. Notary Public in and for Madison County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 31st day of July A. D. 1930 at 11:15 o'clock A. M.

By _____ Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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J. C. GARDNER ET AL TO RIGHTS-OF-WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|
COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: That We, J. C. Gardner, Mrs. C. A. Billiebault, Mrs. W. R. Dotson, heirs of Mrs. C. L. Dotson estate of the County of Leon State of Texas, for and in consideration of the sum of One and no-100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Votaw League Survey in Madison County, Texas, and a part of a 347 acre tract of land conveyed to us as heirs of the Mrs. C. L. Dotson estate, and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said Grantors in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said State Highway Commission State of Texas, and its assigns.

And the undersigned do hereby bind our heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness our hand at Jewett Texas, this 12th day of April A. D. 1930.

J. C. Gardner
Mrs. C. A. Billiebault
Mrs. W. R. Dotson

THE STATE OF TEXAS|
COUNTY OF LEON | Before me, F. P. Harrison a Notary Public in and for the County of Leon and State of Texas, on this day personally appeared J. C. Gardner, Mrs. C. A. Billiebault and Mrs. W. R. Dotson known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office on this the 12th day of April A. D. 1930.

F. P. Harrison
L.S. Notary Public in and for Leon County, Texas,

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 31st day of July A. D. 1930 at 11:30 o'clock A. M.

By _____ Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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J. C. BEARD ATTY IN FACT TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS()
COUNTY OF CHEROKEE| KNOW ALL MEN BY THESE PRESENTS: That I, J. C. Beard Attorney in Fact for the heirs of J. H. Woolly deceased of the County of Cherokee State of Texas, for and in consideration of the sum of One and No-100 dollars to me severally in hand paid by the State of Texas, acting through, the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and convey unto the said State of Texas, the following described tract of parcel of land situated

GEORGE W BINGHAM TO RIGHTS OF WAY DEED STATE OF TEXAS 40-345

THE STATE OF TEXAS |
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That we Geo N. Bingham & wife Thula J. of the County of Madison State of Texas, for and in consideration of the sum of One and No-100 Dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission the receipt of which is hereby acknowladged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A Part of the Samcul Hughes Survey in Madison County, Texas, and a part of a 160 acre tract of land conveyed to me by W. E. Saunders and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said G. N. Bingham in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

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 the Undersigned Geo. N. Bingham do hereby bind heirs, executors and administrators, to Warrant and Forever Defend, All land singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS our hand at Normangee, Tex. this 29 day of Oct. A. D. 1929.

Geo. N. Bingham
Thula J. Bingham

THE STATE OF TEXAS |
COUNTY OF Madison | Before me J. F. Reed a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared Geo. N. Bingham 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 29 day of Oct. A. D. 1929.

J. F. Reed
L.S. J.P. and Ex-Officio Notary Public in and for Madison County, Texas

THE STATE OF TEXAS |
COUNTY OF MADISON | Before me, J. F. Reed a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared Thula J. Bingham wife of Geo. N. Bingham known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Thula J. Bingham acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 2.th day of Oct. A. D. 1929.

J. F. Reed
L.S. J. P. and Exofficio Notary Public in and for Madison County, Texas

Filed for record this the 30th day of July A. D. 1930, At 11 o'clock A. M.
Recorded this the 31st day of July, A. D. 1930 at 8:45 o'clock A. M.

By _____ Deputy V. Maynard, Clerk
County Court, Madison County, Texas.

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WADE R. BATSON TO RIGHTS OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |
COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: THAT I, Wade R. Batson of the County of Leon State of Texas, for and in consideration of the sum of One and no-100 dollars to me

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 31st day of July A. D. 1930 at 4:30 o'clock P. M.

By Valney Deeman Deputy V. Maynard, Clerk
County Court, Madison County, Texas.

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WALTER JOHNSON TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That Walter Johnson of the County of ..... State of Texas, for and in consideration of the sum of One and no-100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the .. survey in.. County, Texas, and a part of a 86 acre tract of land conveyed to me by.. and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One hundred feet is off of said tract, or when added to present road and a strip across the road in Madison County, will make One hundred feet. And it is further agreed that the said Walter Johnson in consideration of the benefits above set out will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

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 Walter Johnson State of Texas and its assigns.

And the undersigned Walter Johnson do hereby bind his heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Batson Texas, this 4th day of June, A. D. 1930.

Walter Johnson

THE STATE OF TEXAS |
COUNTY OF HARDIN | Before me H. D. Hughes a Notary Public in and for the County of Hardin and State of Texas, on this day personally appeared Walter Johnson 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 4th day of June A. D. 1930.

H. D. Hughes
L.S. Notary Public in and for Hardin County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 31 day of July A. D. 1930 at 4:45 o'clock P. M.

By Valney Deeman Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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C. W. KIMMEY & WIFE TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That we C. W. Kimmey & wife Kindo of the County of Madison State of Texas for and in consideration of the sum of One and No-100 Dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Samuel Hughes Survey in Madison County Texas, and a part of a 65 acre tract of land conveyed to me by Otto Schultz and the part here conveyed is

a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet. regardless of whether or not all of said One Hundred Feet is off of said tract or when added to present road, and a strip across the road in .. County will make One Hundred Feet. And it is further agreed that the said in consideration of the benefits above set out will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said .. State of Texas, and its assigns.

AND the undersigned do hereby bind heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming, or to claim the same or any part thereof but each of the undersigned only warrants title to part conveyed by him.

WITNESS Our hands at Normangee Tex. this Oct 29, day of Oct. A. D. 1929.

C. W. Kimmey
Rinda Kimmey

THE STATE OF TEXAS |
COUNTY OF MADISON | Before me J. F. Reed a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared C. W. Kimmey 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 29th day of Oct. A. D. 1929.

J. F. Reed
J. P. and exofficio Notary Public in and for Madison County Texas
L.S.

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

Given under my hand and seal of office this the 29th day of Oct. A. D. 1929.

J. F. Reed
J. P. and exofficio Notary Public in and for Madison County Texas
L.S.

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 1st day of August A. D. 1930 at 8 o'clock A. M.

By Sidney Deputy V. Maynard, Clerk
County Court, MadisonCounty, Texas.

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W. B. LANGFORD TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |
COUNTY OF HILL | KNOW ALL MEN BY THESE PRESENTS: That W. B. Langford and wife Jossie Langford of the County of Hill State of Texas, for and in consideration of the sum of One and no-100 Dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the county of Madison State of Texas, being particularly described as follows: A Part of the Samuel Hughes 1/3 League Survey in Madison County, Texas, and a part of a 160 acre tract of land conveyed to me by J. T. Longbotham Jr. and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a stripacross the road in Leon County, will make One Hundred Feet. And it is further agreed that the said W. B. Langford in consideration of the benefits above set out, will remove

a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet. regardless of whether or not all of said One Hundred Feet is off of said tract or when added to present road.and a strip across the road in .. County will make One Hundred Feet. And it is further agreed that the said in consideration of the benefits above set out will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said .. State of Texas, and its assigns.

AND the undersigned do hereby bind heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming, or to claim the same or any part thereof but each of the undersigned only warrants title to part conveyed by him.

WITNESS Our hands at Normangee Tex. this Oct 29, day of Oct. A. D. 1929.

C. W. Kimmey
Rinda Kimmey

THE STATE OF TEXAS |
COUNTY OF MADISON | Before me J. F. Reed a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared C. W. Kimmey 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 29th day of Oct. A. D. 1929.

J. F. Reed
J. P. and exofficio Notary Public in and for Madison County
L.S. Texas

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

Given under my hand and seal of office this the 29th day of Oct. A. D. 1929.

J. F. Reed
J. P. and exofficio Notary Public in and for Madison County
L.S. Texas

Filed for record this the 30th eay of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 1st day of August A. D. 1930 at 8 o'clock A. M.

By Delney Drennan Deputy V. Maynard, Clerk
County Court, MadisonCounty, Texas.

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W. B. LANGFORD TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |
COUNTY OF HILL | KNOW ALL MEN BY THESE PRESENTS: That W. B. Langford and wife Jessie Langford of the County of Hill State of Texas, for and in consideration of the sum of One and no-100 Dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the county of Madison State of Texas, being particularly described as follows: A Part of the Samuel Hughes 1/2 League Survey in Madison County, Texas, and a part of a 160 acre tract of land conveyed to me by J. T. Longbotham Jr. and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a stripacross the road in Leon County, will make One Hundred Feet. And it is further agreed that the said W. B. Langford in consideration of the benefits above set out, will remove

,from the property above described such fences, buildings and other obstructions as may now be found upon said proparty.

TO HAVE AND TO HOLD the above desaribed premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said State of Texas, and its assigns.

And the undersigned W. B. Langford do hereby bind our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS our hands at Hillsboro Texas, this 10th day of May, A. D. 1930.

W. B. Langford
Jessie Lee Langford

THE STATE OF TEXAS |
COUNTY OF HILL | Before me the undersigned a Notary Public in and for the County of Hill and State of Texas, on this day personally appeared W. B. Langford and wife Jessie Lee Langford known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 10 day of May A. D. 1930.

L.S.

Olney Davis
Notary Public in and for Hill County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 1st day of August A. D. 1930 at 8:30 o'clock A. M.

By Olney Dennis Deputy

V. Maynard, Clerk
County Court, Madison County, Texas

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V. C. MEGARITY TO RIGHT OF WAY DEED STATE OF TEXAS

40 - 364

THE STATE OF TEXAS |
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That I, V. C. Megarity of the Parish of Caddo State of Louisiana for and in Consideration of the sum of One and no-100 Dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Convyed and by these presents do Grant, Sell and Convey, unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the John Woodruff Survey in Madison County, Texas, and a part of a 137.6 acre tract of land conveyed to me by J. C. Ford and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of saod One Hundred Feet is off of said tract or when added to present road and a strip across the road in Leon County will make One Hundred Feet and it is further agreed that the said V. C. Magarity in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE and to HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said State of Texas and its assigns.

And the undersigned does hereby bind himself, his heirs executors and administrators to Warrant and Forever defend, all and singular the said premises unto the Said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Shrevsport La. this 22 day of April A. D. 1930.

V. C. Megarity

THE STATE OF LOUISIANA |
PARISH OF CADDO | Before me T. L. Hargrove a Notary Public in and for the Parish of

ELLA HALTMAR TO RIGHT OF WAY DEED STATE OF TEXAS

40 - 360

THE STATE OF TEXAS |
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That I, Ella Haltmar of the County of Madison State of Texas, for and in consideration of the sum of One and nO-100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowl dged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: a part of the Bobinson Survey in Madison County, Texas, and a part of a 110 acre tract of land conveyed to me by Wm. Collier and also a part of a 40 acre tract conveyed to me by Wm. Collier. and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Madison County will make One Hundred Feet. And it is further agreed that the said Mrs. Ella Haltmar in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property upon payment to her of the cost of removing the same.

TO HAVE AND TO HOLD the above described premises together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said State of Texas, and its assigns.

And the undersigned grantor does hereby bind herself her heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against everyperson whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Madisonville this 17th day of April A. D. 1930

Ella Haltmar

THE STATE OF TEXAS |
COUNTY OF MADISON | Before me J. Luther Broadway a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared Ella Haltmar known to me 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 on this the 17t day of April A. D. 1930.

J. Luther Broadway
L.S. Notary Public in and for Madison County, Texas

Filed for record this the 30th day of April A. D. 1930 at 11 o'clock A. M.
Recorded this the 31st day of July A. D. 1930 at 3:15 o'clock P. M.

By Sallie Lacman Deputy V. Maynard, Clerk
County Court, Madison County, Texas.

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J. L. HAMILTON TO RIGHT OF WAY DEED STATE OF TEXAS

STATE OF TEXAS |
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That we, Lester Hamilton joined by wife Ada Hamilton of the County of Madison State of Texas, for and in consideration of the sum of One and no/100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, and confessed, have granted, sold and conveyed, and by these presents do Grant, sellmand convey unto the State of Texas, the following described tract or parcel of land situated in the county of Madison, State of Texas, being particularly described as follows: a part of the Samuel Hughes 1/3 League survey in Madison County, Texas, and a part of a 100 acre tract of land conveyed to me by J. H. Mills and the part hereby conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of one hundred feet, regardless of whether or not all of said one hundred feet is off of said tract, or when added to present road and a strip across

the road in Leon County will make one hundred feet. And it is further agreed that the said Lester Hamilton & wife in consider tion of the benefits above set out, will remove from the property above described suoh fences, and other obstructions as may now be found upon said property. To have and to hold the above described premises together with all and singular the rights and hereditaments thereunto in anywise belinging unto the said State of Texas, and its assigns. And the undersigned hereby bind ourselves heirs, executors and administrators to Warrant and Forever Defend the title to said premises unto the said State of Texas, against every person whomsoever lawfully claiming or to olaim the same or any part thereof, but each of the undersigned only warrant title to part conveyed by him.

Witness my hand 22 this day of Feby., A. D. 1929.

J. L. Hamilton

THE STATE OF TEXAS|
COUNTY OF LEON | Before me, O. Youngblood a Notary Public in and for said county and State, on this day personally appeared J. L. Hamilton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of Feb. A. D. 1930.

O. Youngblood
L.S. Notary Public Leon County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 31st day of July A. D. 1930 at 4 o'clock P. M.

By Talney Hensman Deputy V. Maynard, Clerk
County Court, Madison County, Texas.

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MRS. H. E. JARVIS TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS(

COUNTY OF MADISON) KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. H. E. Jarvis a widow of the County of Madison State of Texas, for and in consideration of the sum of One and no-100 Dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, boing particularly described as follows: A part of the Grey B. King Survey in Madison County, Texas, and a part of a 28 acre tract of land conveyed to me by Ed. Simmonds and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of wayof One Hundred feet, regardless whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said Mrs. H. E. Jarvis in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singualr the rights and appurtenances thereto in anywise belonging unto the said State of Texas, and its assigns.

And the undersigned do hereby bind heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Normangee, Tex this 29 day of Oct.A.D.1929.

Mrs. H. E. Jarvis

THE STATE OF TEXAS|
COUNTY OF MADISON |Before me J.F.Reed, a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared Mrs.H.E.Jarvis known to me 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 on this the 29 day of Oct A.D.1929.

J. F. Reed, J.P. & Exofficio
L.S. Notary Public in and for Madison County, Texas

E. G. PALMER TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|

COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: That I. E. G. Palmer of the County of Leon State of Texas, for and in consideration of the sum of one and no/100 dollars to severally in hand paid by the State of Texas acting through the State Highway Commission receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and do by these presents Grant, Sell and Convey unto the State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particulary described as follows: A part of the Samul Hughs Survey in Madison County, Texas, and a part of a 195 acre tract of land conveyed to me by Charles Matula and the part hereby conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet regardless of whetherror not all of said One Hundred Feet if off of said tract or when added to present road and a strip across the road in Robertson County will make one hundred Feet. And it is further agreed that the said E. G. Palner in consideration of the benefits above set out will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property. To have and to Hold the above described premises, together with all and singular the rights and hereditaments thereunto in anywise belonging unto the said State of Texas, and its assigns And the undersigned hereby bind my heirs, executors and administrators to forever warrant and defend the rights and title to said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand this 22nd day of Oct. A. D. 1929.

E. G. Palner

THE STATE OF TEXAS|
COUNTY OF_____|Before me S. A. Dunn, a Notary Public in and for said County and State, on this day personally appeared E. G. Palmer 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 24th day of October, A. D. 1929

S. A. Dunn
L.S. Notary Public Leon County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 1st day of August A. D. 1930 at 3:30 o'clock P. M.

By Sidney Drennan Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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G. B. RANDOLHH TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|

COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: That G. B. Randolph of the County of Madison State of Texas, for and in consideration of the sum of One and no-100 dollars to me severally
/in hand paid, by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Leon State of Texas, being particularly described as follows: A part of the J. Riley and J. Kirby Survey in Leon & Madison County, Texas, and a part of a 640 acre tract of land conveyed to me by J. E. McGuire and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Beet is off of said tract or when added to present road and a strip across the road in Leon County, will make One Hundred Feet. And it is further agreed that the said G. B. Randolph in consideration of the benefits above set out, will remove from the property above described

DEED 40

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JULIUS MC IVER . . TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |

COUNTY OF DALLAS | KNOW ALL MEN BY THESE PRESENTS: That We, Julius Mc Iver and wife Margaret Mc Iver of the County of Dallas State of Texas, for and in consideration of the sum of One and No-;00 Dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Isaac Votaw Survey in Madison County Texas, and a part of a 320 acre tract of land conveyed to me by W. McIver and wife and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said Julius McIver in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

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 the undersigned do hereby bind their heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS our hands at Dallas, Dallas County, Texas, this .. day of November, A. D. 1929.

Julius McIver
Marguerite McIver

THE STATE OF TEXAS |
COUNTY OF DALLAS | Before me L. A. Allen a Notary Public in and for the County of Dallas, and State of Texas, on this day personally appeared Dr. & Mrs. Julius McIver known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3 day of Feby A. D. 1930

L.S. L. A. Allen
Notary Public in and for Dallas County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 1st day of August A. D. 1930 at 1 o'clock P. M.

By _____ Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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C. C. NAPPER AND WIFE TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |

COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That we, D. C. Napper & Wife Irene of the County of Madison State of Texas for and in consideration of the sum of One and no-100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and convey unto the said State of Texas, the following described tract of parcel of land situated in the County of Madison State of Texas, particularly described as follows: A part of the Gray B. King Survey in Madison County, Texas, and a part of a 2 acre tract of land conveyed to me by John Jordon and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way One Hundred Feet, regardless of whether or not all of said One Hundred feet is off of said tract, or when added to present road and a strip across the road in Leon County will make One hundred feet. And it is further agreed that the said D.C. Napper in consideration of the benefits above set out, will

DEED 40

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J. D. White and wife TO RIGHT OF WAY DEED STATE of TEXAS

THE STATE OF TEXAS|
COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That We, J. D. White & Wife Maud of the County of Madison State of Texas for and in consideration of the sum of one and no-100 dollars to severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Issac Votah Survey in Madison County, Texas and a part of a 99 acre tract of land conveyed to me by Dr. Julius McKiver and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon County will make one hundred feet. And it is further agreed that the said J. D. White in consideration of the benefits above set out will remove from the property above described, such fences, buildings and other obstructions as may now be foundupon said property.

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 the undersigned do hereby bind heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness our hands at Normangee, Tex this 29 day of Oct. A.D.1929.

J.D. White
Maud White

THE STATE OF TEXAS|
COUNTY OF MADISON | Before me J. F. Reed a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared J.D. White 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 29 day of Oct. A. D. 1929.

J. F. Reed
L.S. J.P.& Exofficio Notary Public in and for Madison County, Texas

THE STATE OF TEXAS|
COUNTY OF MADISON | Before me J. F. Reed a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared Maude White wife of J. D. White known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Maude White acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office on this the 29 day of Oct. A. D. 1929.

J. F. Reed
L.S. J.P.& Exofficio Notary Public in and for Madison County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 2nd day of August A. D. 1930 at 11:35 o'clock A. M.

By Lalmy Maynard Deputy V. Maynard, Clerk
County Court, Madison County, Texas.

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N.J. REYNOLDS ET AL TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|
COUNTY OF ELLIS | KNOW ALL MEN BY THESE PRESENTS: That we N. J. Reynolds and.. of the County of Ellis State of Texas, for and in consideration of the sum of One and no-100 dollars to us severally in hand paid by the State of Texas acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the State of Texas, the following described tract or parcel of land situated in the County of Leon & Madison State of Texas, being particu-

DEED 40

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WITNESS my hand at Normangee, Tex, this 5th day of November, A. D. 1929.

Mrs. Mattie Wooley

THE STATE OF TEXAS|
COUNTY OF LEON | Before me O. Youngblood a Notary Public in and for the County of Leon, and State of Texas, on this day personallyappeared Mrs. Mattie Woolley known to me 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 on this the 5th day of November, A. D. 1929.

O. Youngblood
L.S. Notary Public in and for Leon County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 2nd day of July A. D. 1930 at 10:30 o'clock A. M.

By Lalney Drennan DEPUTY V. MAYHARD, Clerk
County Court, Madison County, Texas

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QUIRK YEAGER AND WIFE TO RIGHT OF WAY DEED STATE OF TEXAS(

THE STATE OF TEXAS|
COUNTY OF LEON | KNOW ALL LEN BY THESE PRESENTS: That I, Quirk Yeager joined herein by my wife M. J. Yeager of the County of Leon State of Texas, for and in consideration of the sum of One and no-100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Isaac Votaw League Survey in Madison County, Texas, and a part of a 123 acre tract of land conveyed to me by A. A. Weaver Said land conveyed being a strip of land lying south adjacent to a line as surveyed for the center of said San Antonio road by State Highway engineer Capes, and to be a strip of land sufficient to make fifty foot right of way South of said line surveyed at center of said road. and the part here conveyed is a stripadjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One hundred feet is off of said tract or when added to present road and a strip across the road on Leon County will make One Hundred Feet. And it is further agreed that the said Quirk Yeager in consideration of the benefits above set out will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property

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 Quirk Yeager State of Texas, and its assigns. And the undersigned do hereby bind their heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness our hands at Normangee, Texas, this 11th day of April A. D. 1930

Quirk Yeager

M. P. Yeager

THE STATE OF TEXAS|
COUNTY OF LEON | Before me Guy H. Heath a Notary Public in and for the County of Leon and State of Texas, on this day personally appeared Quirk Yeager 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 11th day of April A. D. 1930.

L.S.
Guy H. Heath
Notary Public in and for Leon County, Texas

THE STATE OF TEXAS|
COUNTY OF LEON |Before me Guy H. Heath a Notary Public in and for the County of Leon and State of Texas, on this day personally appeared Mrs. M. J. Yeager wife of Quirk Yeager known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her she the said M. J. Yeager acknowledged such instrument to be her act and deed and declared that

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

Given under my hand and seal of office on this the 12 day of May, A. D. 1930.

Guy H. Heath
L.S. Notary Public in and for Leon County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 2nd day of August A. D. 1930 at 11 o'clock A. M.

By Falney Dreeman Deputy V. Maynard Clerk
County Court, Madison County, Texas

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JOE WREN TO RIGHT OF WAY DEED STATE OF TEXAS(

THE STATE OF TEXAS|

COUNTY OF MADISON | KNOW ALL MEN BY THESE PRESENTS: That we of the County of Madison State of Texas for and in consideration of the sum of One and no-100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularlydescribed as follows: A part of the Grey B. King Survey in Madison in Madison County, Texas, and a part of a 1 acre tract of land conveyed to me by J. H. Wooley and the part here conveyed is a strip of adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon County will make one hundred feet. And it is further agreed that the said Joe Wren in consideration of the benefits above set out will remove from the property above described, such fences buildings and other obstructions as may now be found upon said property.

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 the undersigned do hereby bind heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS our hands at Normahgee, Tex. this 29 day of Oct. A. D. 1929.

Joe Wren
Pearl Wren

THE STATE OF TEXAS|
COUNTY OF MADISON | Before me J. F. Reed a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared Joe Wren 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 29th day of Oct. A. D. 1930.

J. F. Reed
L.S. J. P. and Exofficio Notary Public in and for Madison County, Texas

THE STATE OF TEXAS|
COUNTY OF MADISON | Before me J. F. Reed a Notary Public in and for the County of Madison and State of Texas, on this day personally appeared Pearl Wren wife of Joe Wren known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her she, the said Pearl Wren acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed,and that she did not wish to retract it.

Given under my hand and seal of office on this the 29 day of Oct. A.D. 1929.

J. F. Reed
L.S. J. P. and Exofficio Notary Public in and for Madison County,Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 2nd day of August A. D. 1930 at 11:30 o'clock A. M.

By Falney Dreeman Deputy V. Maynard, Clerk
CountyCourt, Madison County, Texas

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DEED 40

350

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 31st day of July A. D. 1930 at 11:15 o'clock A. M.

By [signature] Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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J. C. GARDNER ET AL TO RIGHTS-OF-WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|
COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: That We, J. C. Gardner, Mrs. C. A. Billiebault, Mrs. W. R. Dotson, heirs of Mrs. C. L. Dotson estate of the County of Leon State of Texas, for and in consideration of the sum of One and no-100 dollars to us severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Votaw League Survey in Madison County, Texas, and a part of a 347 acre tract of land conveyed to us as heirs of the Mrs. C. L. Dotson estate, and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said Grantors in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said State Highway Commission State of Texas, and its assigns.

And the undersigned do hereby bind our heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness our hand at Jewett Texas, this 12th day of April A. D. 1930.

J. C. Gardner
Mrs. C. A. Billiebault
Mrs. W. R. Dotson

THE STATE OF TEXAS|
COUNTY OF LEON | Before me, F. P. Harrison a Notary Public in and for the County of Leon and State of Texas, on this day personally appeared J. C. Gardner, Mrs. C. A. Billiebault and Mrs. W. R. Dotson known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office on this the 12th day of April A. D. 1930.

F. P. Harrison
L.S. Notary Public in and for Leon County, Texas,

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 31st day of July A. D. 1930 at 11:30 o'clock A. M.

By [signature] Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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J. C. BEARD ATTY IN FACT TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS()
COUNTY OF CHEROKEE| KNOW ALL MEN BY THESE PRESENTS: That I, J. C. Beard Attorney in Fact for the heirs of J. H. Woolly deceased of the County of Cherokee State of Texas, for and in consideration of the sum of One and No-100 dollars to me severally in hand paid by the State of Texas, axting through, the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and convey unto the said State of Texas, the following described tract of parcel of land situated

such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said G. B. Randolph State of Texas, and its assigns.

And the undersigned G. B. Randolph do I hereby bind my heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Normangee Texas, this 7th day of April A. D. 1930.

G. B. Randolph

THE STATE OF TEXAS |
COUNTY OF LEON | Before me O. Youngblood a Notary Public in and for the County of Leon and State of Texas, on this day personally appeared G. B. Randolph 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 7th day of April A. D. 1930.

O. Youngblood
L. S. Notary Public in and for Leon County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 1st day of August A. D. 1930 at 3:45 o'clock P. M.

By Delaney Freeman Deputy V. Maynard, Clerk
County Court, MadisonCounty, Texas

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ROSEY P. ROGERS TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |
COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: That I, Rosey P. Rogers of the County of Madison State of Texas for and in consideration of the sum of One and no-100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison, State of Texas, being particularly described as follows: A part of the Issac Votaw Survey in Madison County, Texas, and a part of a fifty acre tract of land conveyed to me by and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract of when added to present road and a strip across the road in Leon County will make one hundred feet. And it is further agreed that the said .. in consideration of the benefits above set out will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Rosey P. Rogers, State of Texas and its assigns.

And the undersigned does hereby bind herself, her heirs, executors and administrators to Warrand and Forever Defend, all and singular the said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

Witness my hand at Normangee, Texas, this 29th day of March, A. D. 1930.

Rosey P. Rogers.

THE STATE OF TEXAS |
COUNTY OF LEON | Before me Guy H. Heath a Notary Public in and for the County of Leon and State of Texas, on this day personally appeared Rosey P. Rogers known to me 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 on this the 29th day of March, A. D. 1930.

Guy H. Heath
L. S. Notary Public in and for Leon County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 1st day of August A. D. 1930 at 4 o'clock P. M.

By Falvey Dorman Deputy V. Maynard, Clerk
County Court. Madison County, Texa s

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A. J. ROGERS TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS|

COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: That I. A. J. Rogers of the County of Leon State of Texas, for and in consideration of the sum of One and no0100 dollars to severally in hand paid by the State of Texas, acting through the State Highway Commission the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Jno Woodruff Survey in Madison County, Texas, and a part of a Nine Hundred acre tract of land conveyed to me by J. H. Wodley Est. and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way One Hundred Feet, regardless of whether or not all of said One Hundred Feet is off of said tract or when added to present road and a strip across the road in Leon County will make One hundred Feet. And it is further agreed that the said A. J Rogers in consideration of the benefits above set out, will remove from the property above described, such fences buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonting unto the said A. J. Rogers State of Texas, and its assigns.

And the undersigned I do hereby bind my heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Normangee this 27 day of March, 1930.

A. J. Rogers

THE STATE OF TEXAS|
COUNTY OF LEON | Before me O. Youngblood a Notary Public in and for the County of Leon and State of Texas, on this day personally appeared A. J. Rogers 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 27th day of Mar. A. D. 1930;

O. Youngblood
L.S. Notary Public in and for Leon County, Texas

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.
Recorded this the 1st day of August A. D. 1930 at 4:15 o'clock P. M.

By Falvey Dorman Deputy V. Maynard, Clerk
County Court, Madison County, Texas

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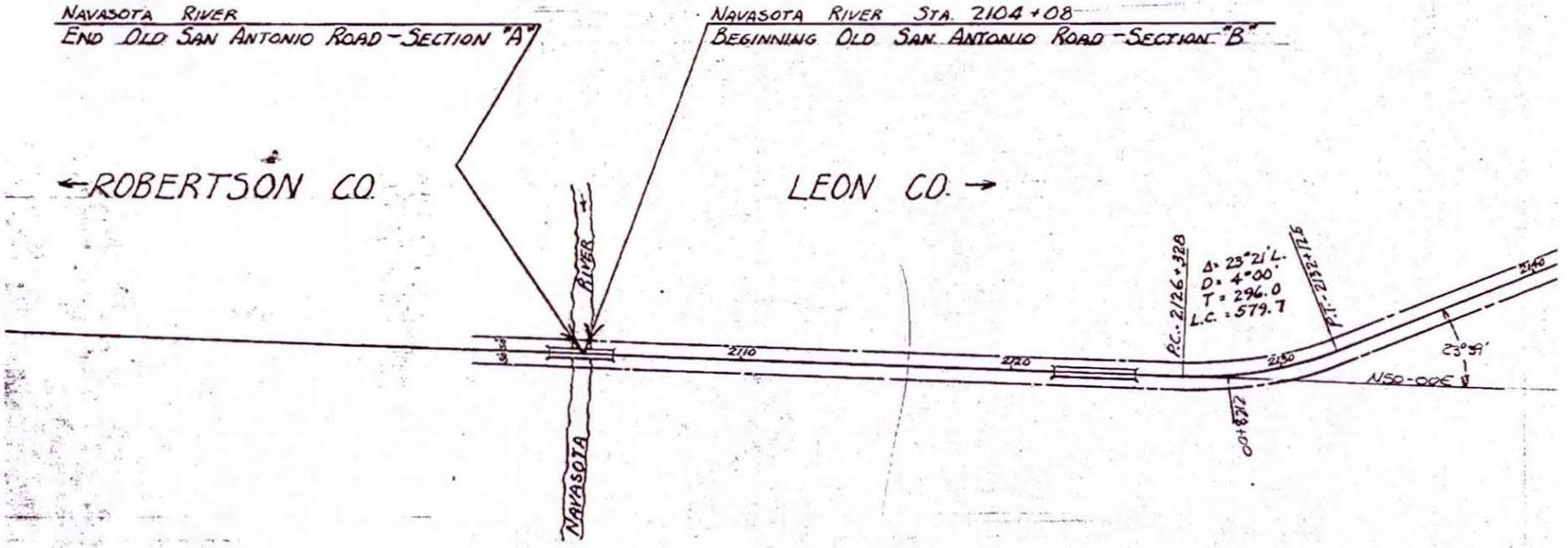
JOE H SEALE & GEO. M. SEALE TO RIGHT OF WAY DEED STATE OF TEXAS|

THE STATE OF TEXAS|

COUNTY OF LEON| KNOW ALL MEN BY THESE PRESENTS: That W. Joe H. Seale and George M. Seale of Leon County, Texas, for and in consideration of the sum of One Dollars to us severally paid by the State of Texas, acting through the State Highway Commisson the receipt of which is hereby acknowledged and confessed, and the further consideration of the relinquishment of any right, title and claim to any part of the land which the Original San Antonio Road occupied on and across the premises of the grantors which is not a part of the 100 feet hereby conveyed have granted, sold and conveyed and by these presents do Grant, sell and convey unto the said State of Texas, the following described tract of land situated in the County of Madison and State of Texas, and being apart of the T. N. B. Greef survey, and apart of the acres conveyed to grantors by I. I. Broadway to which said deed reference is here made for

NAVASOTA RIVER
END OLD SAN ANTONIO ROAD - SECTION "A"

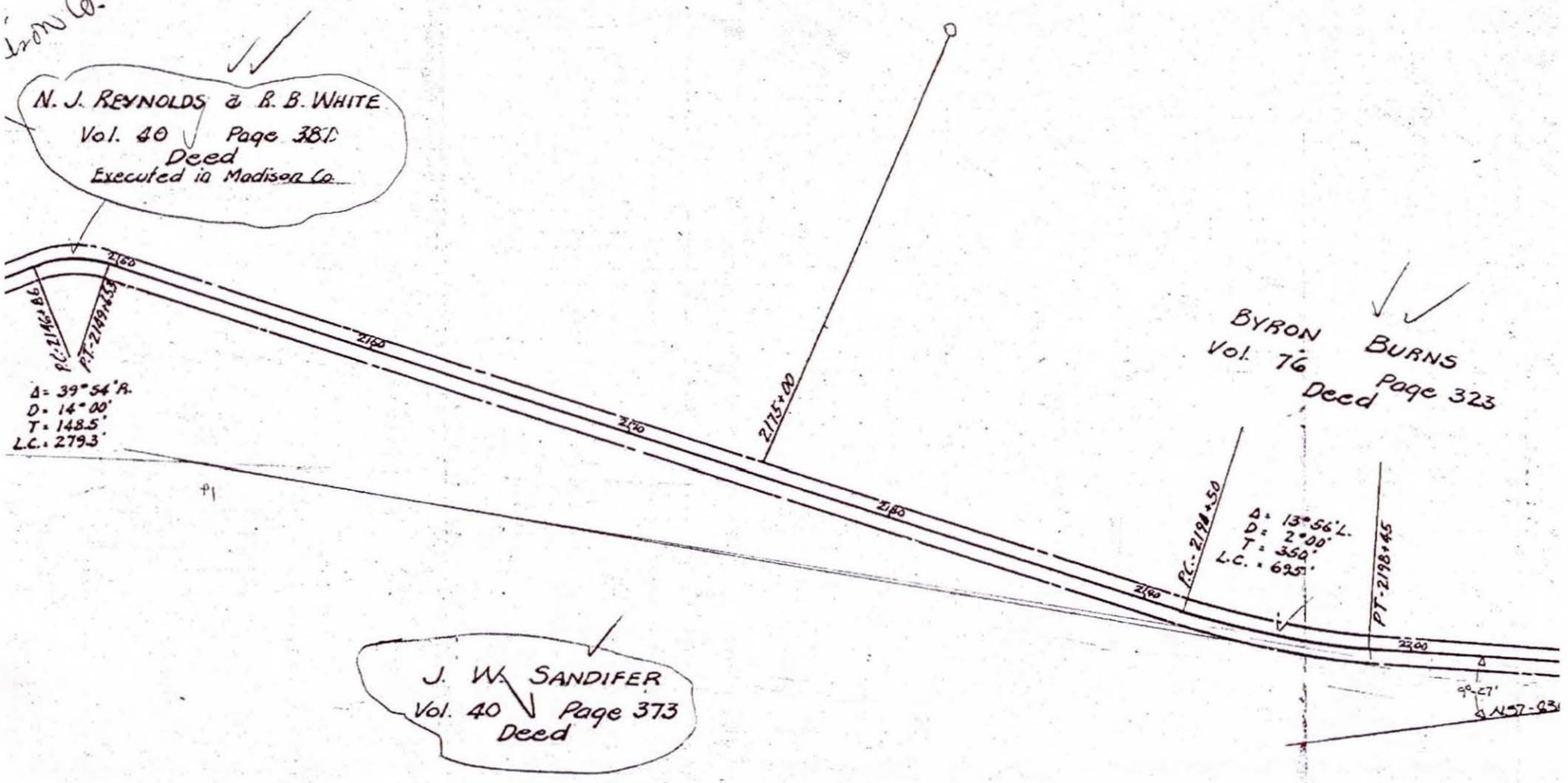
NAVASOTA RIVER STA. 2104+08
BEGINNING OLD SAN ANTONIO ROAD - SECTION "B"



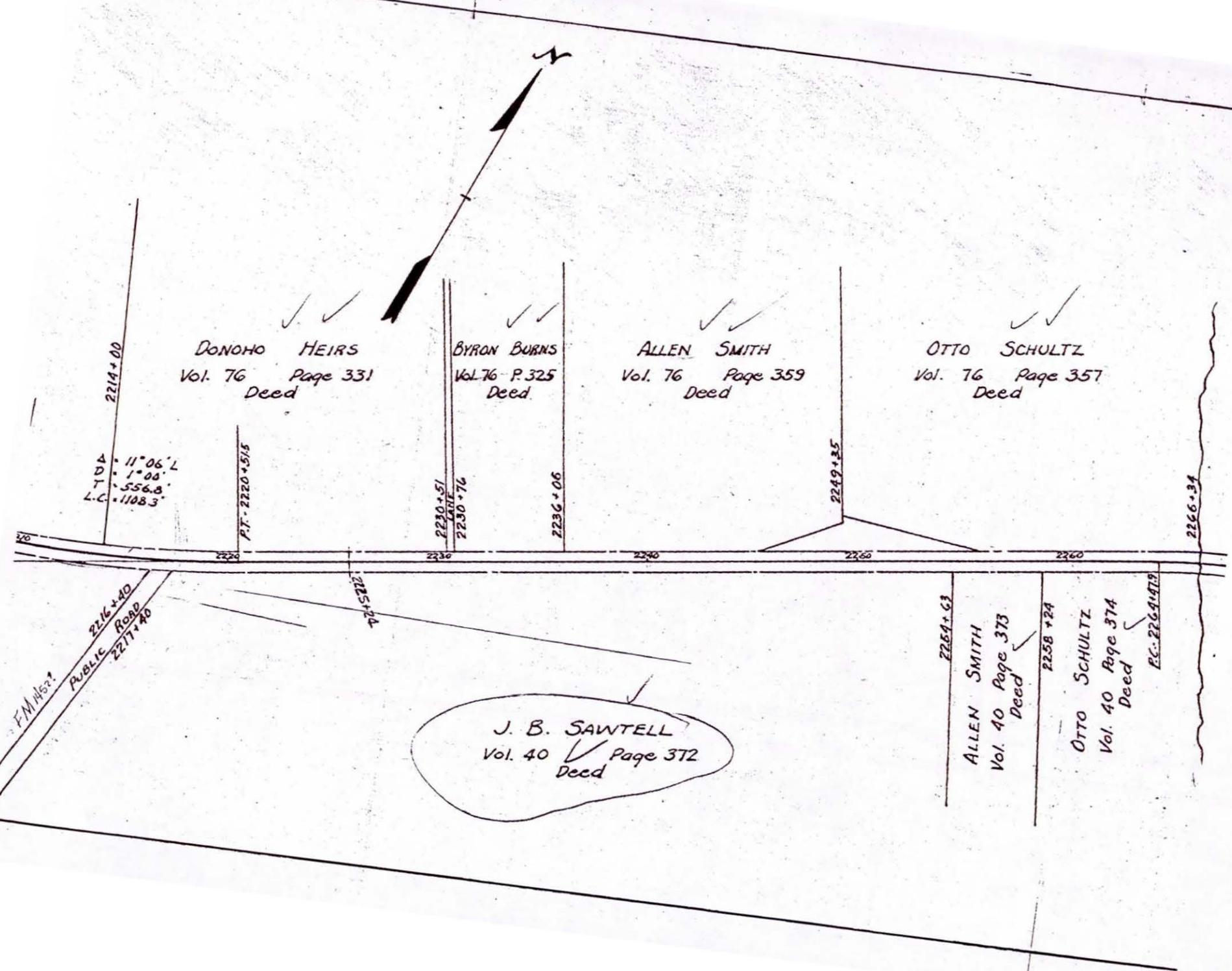
←BRAZOS CO.

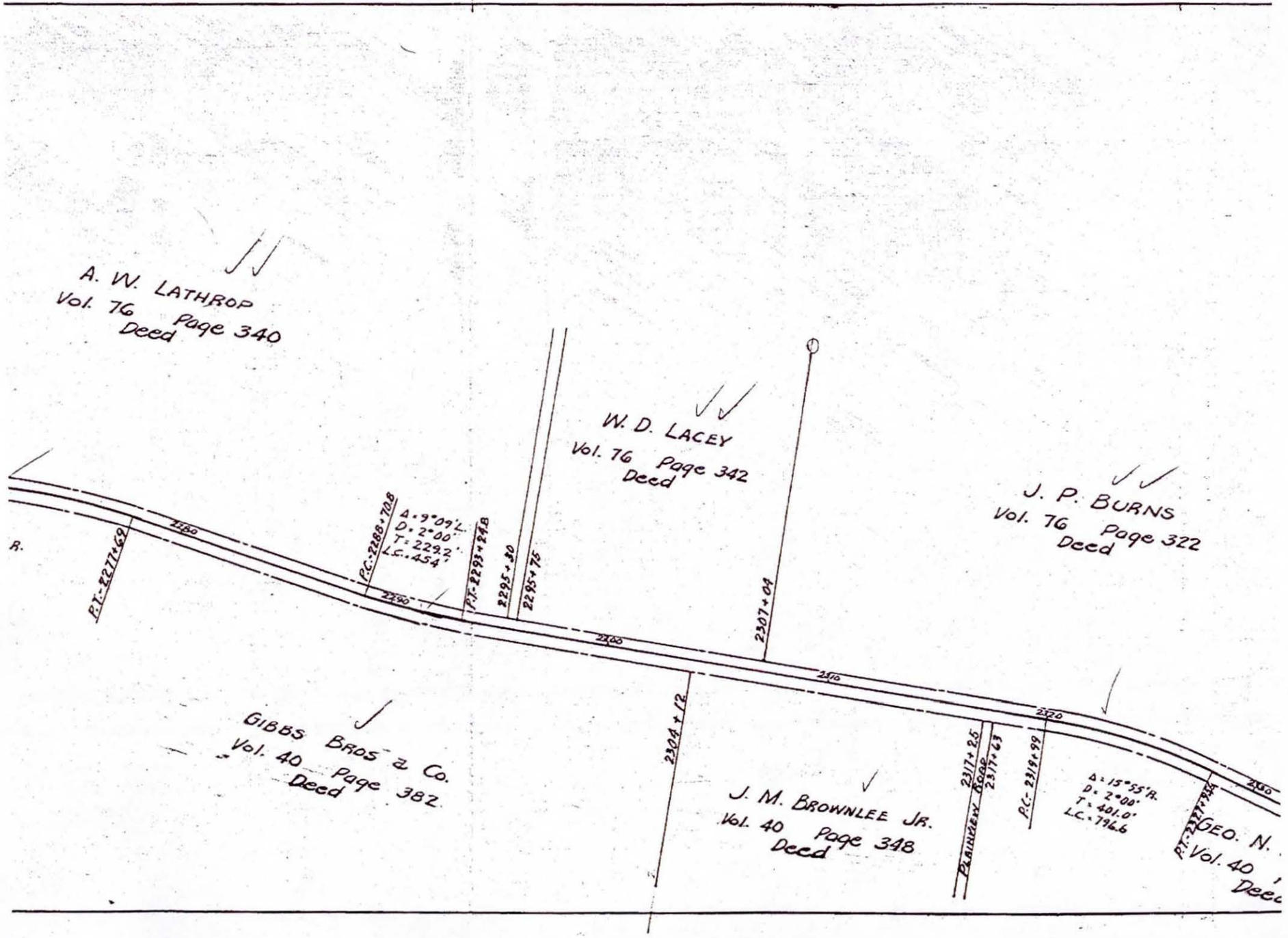
MADISON CO. →

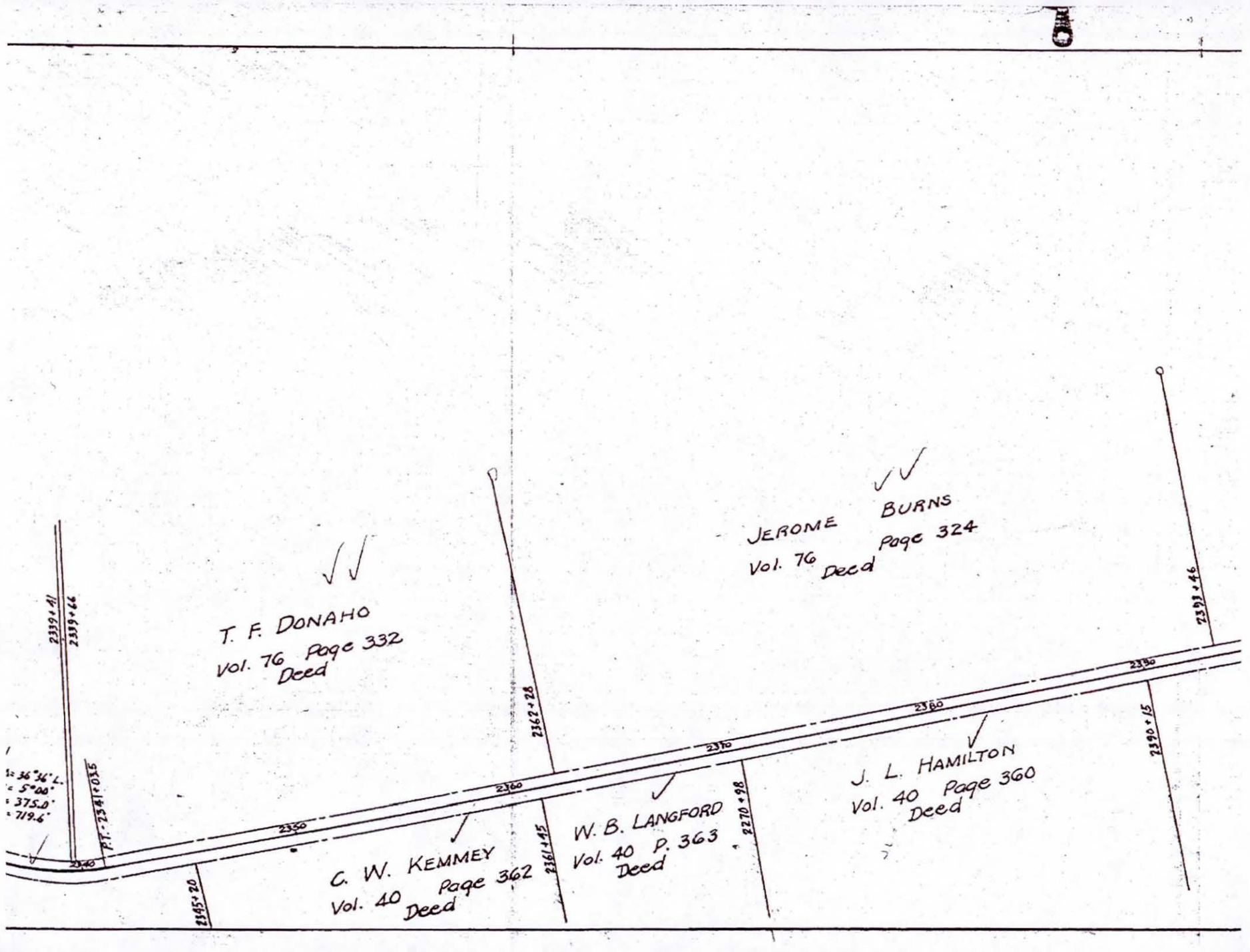
NOTE :-
From the Navasota River to
Antonio Road is the Leon

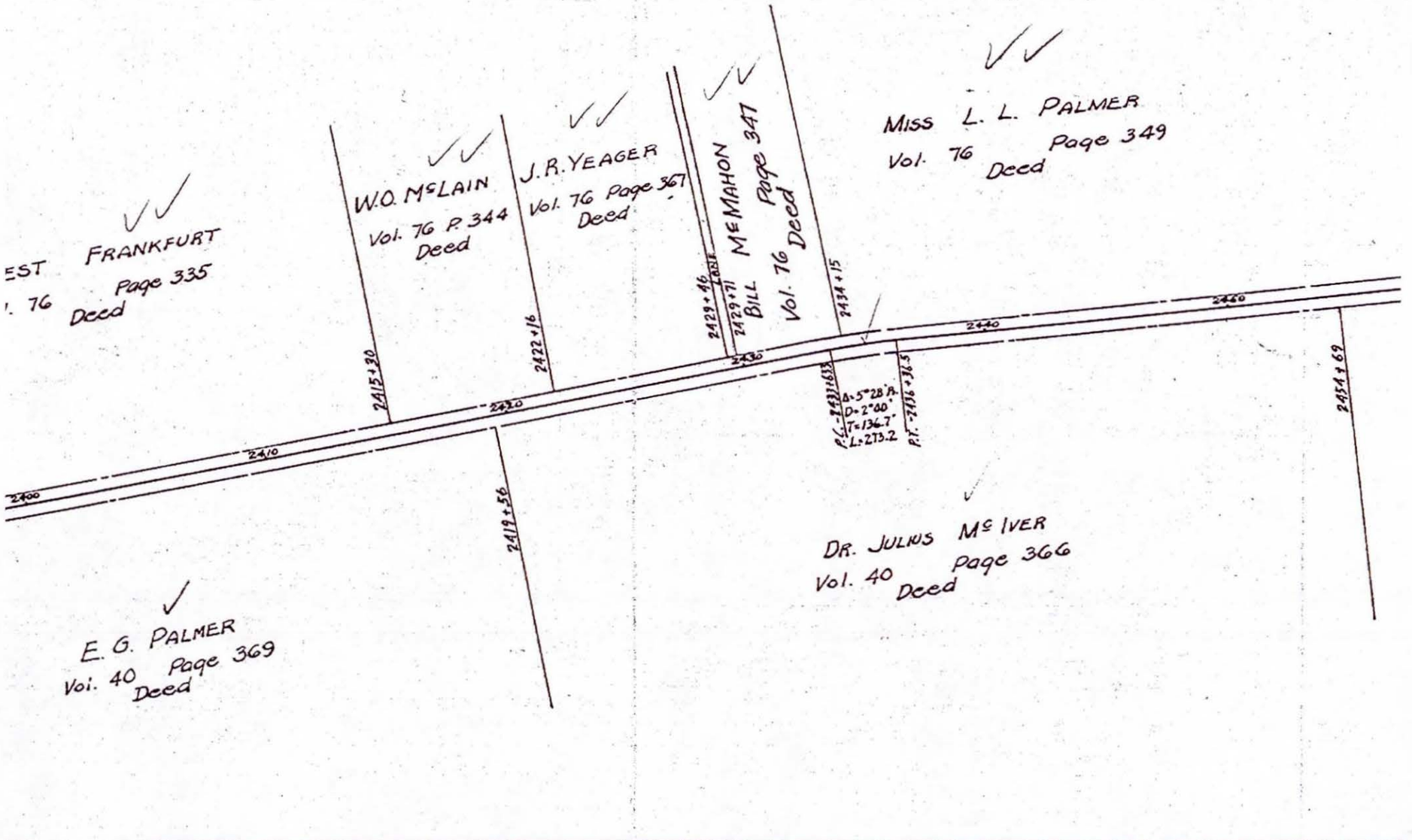


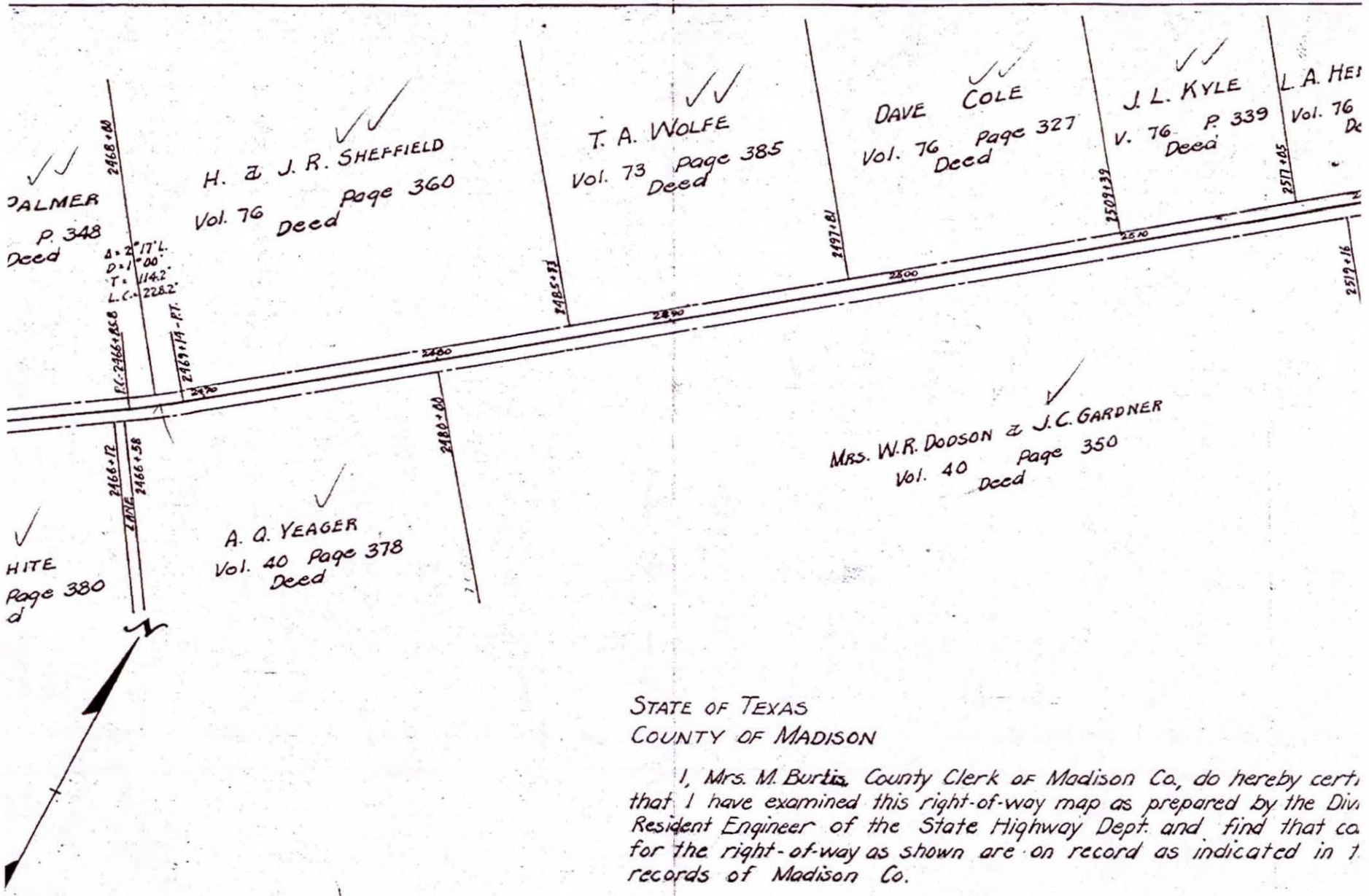
The Old San
6. Line


DONOHO HEIRS
Vol. 76 Page 331
Deed
BYRON BURNS
Vol. 76 P. 325
Deed
ALLEN SMITH
Vol. 76 Page 359
Deed
OTTO SCHULTZ
Vol. 76 Page 357
Deed
2214+00
Δ = 11°06' L
D = 1°00'
L.C. = 556.8'
T = 1108.3'
P.T. - 2220+51.5
2230+51
LANE
2230+76
2236+06
2249+35
2266+34
2220
2230
2240
2250
2260
2216+40
PUBLIC ROAD
2217+40
FM 1452
P.I. 2215+22
J. B. SAWTELL
Vol. 40 Page 372
Deed
2259+63
ALLEN SMITH
Vol. 40 Page 373
Deed
2258+24
OTTO SCHULTZ
Vol. 40 Page 374
Deed
P.C. 2264+19


A. W. LATHROP
Vol. 76 Page 340
Deed
W. D. LACEY
Vol. 76 Page 342
Deed
J. P. BURNS
Vol. 76 Page 322
Deed
GIBBS BROS & Co.
Vol. 40 Page 382
Deed
J. M. BROWNLEE JR.
Vol. 40 Page 348
Deed
GEO. N.
Vol. 40
Deed
R.
P.T.-2277+69
2280
P.C.-2288+708
Δ=9°09'L.
D=2°00'
T=229.2'
L.C.=454'
P.T.-2293+24.8
2295+30
2295+75
2300
2304+12
2307+04
2310
2320
2317+25
PENNIMEN ROAD
2317+63
P.C.-2319+99
Δ=15°55'R.
D=2°00'
T=401.0'
L.C.=796.6
P.T.-2327+96
2330


JEROME BURNS
Vol. 76 Page 324
Deed
T. F. DONAHO
Vol. 76 Page 332
Deed
J. L. HAMILTON
Vol. 40 Page 360
Deed
W. B. LANGFORD
Vol. 40 P. 363
Deed
C. W. KEMMEY
Vol. 40 Page 362
Deed
2339+41
2339+66
PT. 2341+035
2340
2345+20
2361+45
2362+28
2270+98
2390+15
2393+46
2350
2360
2370
2380

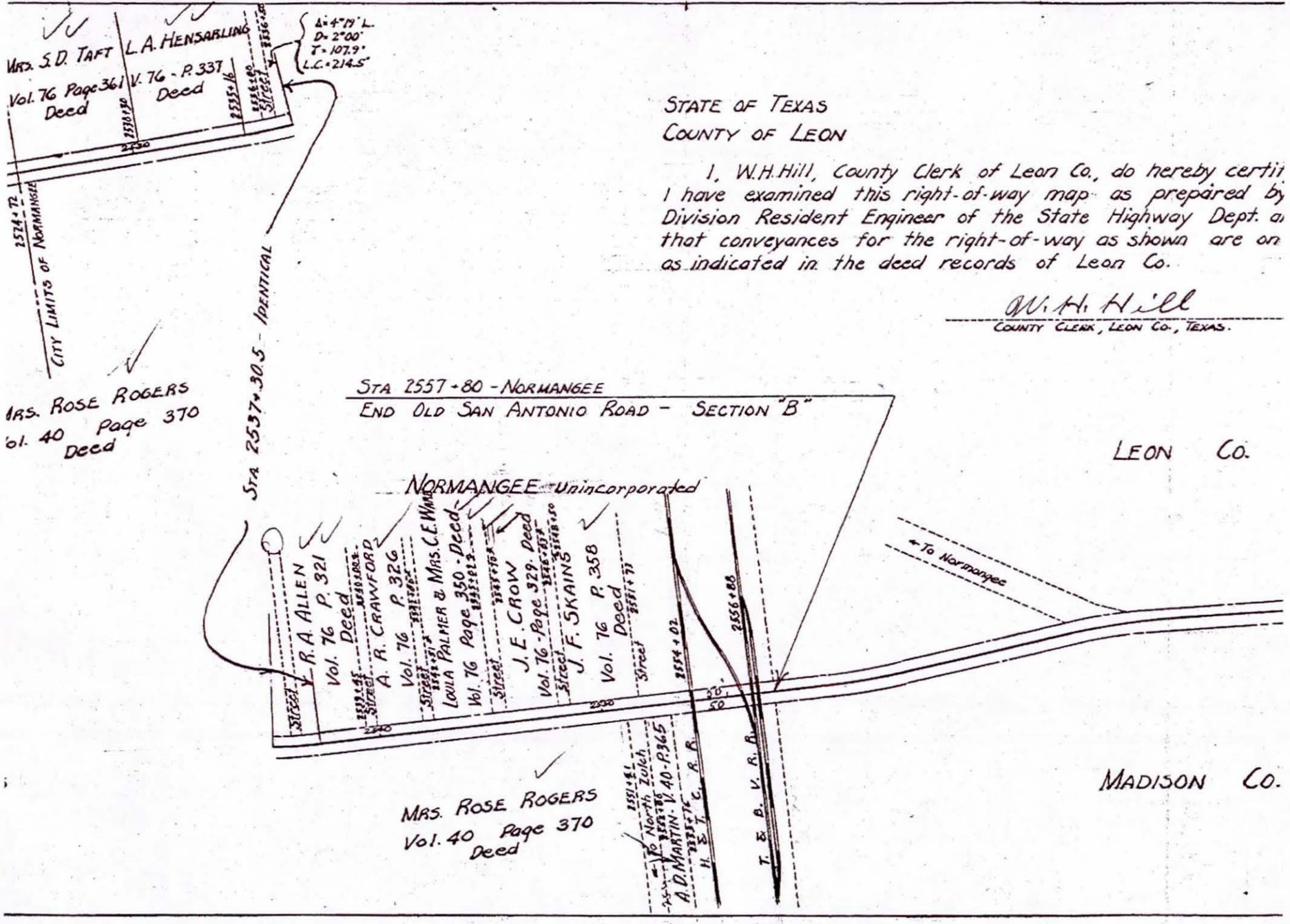

EST FRANKFURT
Vol. 76 Page 335 Deed
W.O. McLAIN
Vol. 76 P. 344 Deed
J.R. YEAGER
Vol. 76 Page 367 Deed
McMAHON BILL
Page 347 Vol. 76 Deed
MISS L. L. PALMER
Vol. 76 Page 349 Deed
E. G. PALMER
Vol. 40 Page 369 Deed
DR. JULIUS McIVER
Vol. 40 Page 366 Deed
2400
2410
2420
2430
2440
2415+30
2419+56
2422+16
2429+46 Last
2429+71
2434+15
2454+69
Δ=5°28'
D=2°00'
T=136.7'
L=273.2



STATE OF TEXAS
COUNTY OF MADISON

I, Mrs. M. Burtis, County Clerk of Madison Co., do hereby certi
that I have examined this right-of-way map as prepared by the Div
Resident Engineer of the State Highway Dept. and find that co
for the right-of-way as shown are on record as indicated in t
records of Madison Co.

Mrs. M. Burtis
COUNTY CLERK, MADISON CO., TEXAS.



STATE OF TEXAS
COUNTY OF LEON

I, W.H. Hill, County Clerk of Leon Co., do hereby certi
I have examined this right-of-way map as prepared by
Division Resident Engineer of the State Highway Dept. a
that conveyances for the right-of-way as shown are on
as indicated in the deed records of Leon Co.

W. H. Hill
COUNTY CLERK, LEON CO., TEXAS.

that
the
find
cord

LEON AND MADISON COUNTIES

RIGHT - OF - WAY MAP

OLD SAN ANTONIO ROAD - SECTION "B"

FROM NAVASOTA RIVER TO NORMANGEE

SCALE : 1" = 400'

OFFICE OF DIVISION ENGINEER, BRYAN, TX.

DECEMBER, 1932

M-17-Q-4 Control 475-3-384.

6.

File No. MF 115444
Source Deeds Record

Date Filed: 6-14-13
Jerry E. Patterson, Commissioner

By SSD

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this **20th day of November, 2009**, between, **Harold Lee Parker and wife, Mary Parker**, hereinafter called "Lessor" (whether one or more),

whose post office address is: **38992 OSR, Normangee, TX 77871-3406**

and **EAST TEXAS OIL & GAS, LLC**, hereinafter called "Lessee", whose post office address is: **100 Independence Place, Suite 300, Tyler, TX 75703**

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

15.8 acres of land, more or less, situated in the Stephen Lester Survey, A-516, Leon County, Texas, being more particularly described in that certain Deed dated August 1, 1995 from Bobby Paul Parker, et al to Harold Lee Parker and wife, Mary Parker, recorded in Volume 911, Page 235 of the Official Records of Leon County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **15.8** acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, **1/5** of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee **1/5** of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of **1/5** of the gas so used off said land; (d) on all minerals mined and marketed, **1/5**, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder without charge all facilities for producing and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of **Three hundred & No/100 Dollars ($300.00)** per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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**.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Harold Lee Parker

Harold Lee Parker

Mary Parker

Mary Parker

ACKNOWLEDGMENT

NOTARY PUBLIC STATE OF TEXAS
TIMOTHY NEVOTTI
Notary Public, State of Texas
My Commission Expires
JUNE 12, 2012

STATE OF TEXAS)

COUNTY OF Brazos)

This instrument was acknowledged before me this 18th day of December, 2009, by **Harold Lee Parker and wife, Mary Parker**.

My Commission Expires: June, 12, 2012

_____, Notary Public

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraphs shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquefiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises, other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date of which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's , and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion on one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. It is expressly agreed and understood that the herein described lands are granted in this lease for the purpose of pooling only. The right to enter upon said lands for any purpose is prohibited.

INITIAL FOR IDENTIFICATION: H.L.D.

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Feb 18,2010
Carla McEachern, County Clerk
Leon County

Filed for Record in: Leon County
On: Feb 18,2010 at 09:54A
As a Recordings
Document Number: 00368680
Amount:$ 18.00
Receipt Number: 96964
By: Amy Kaiser

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this **20th day of November, 2009**, between, **Bobby Paul Parker**, hereinafter called "Lessor" (whether one or more),

whose post office address is: **4795 Gladys Avenue, Beaumont, TX 77706-3526**

and **EAST TEXAS OIL & GAS, LLC,** hereinafter called "Lessee", whose post office address is: **100 Independence Place, Suite 300, Tyler, TX 75703**

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

15.8 acres of land, more or less, situated in the Stephen Lester Survey, A-516, Leon County, Texas, being more particularly described in that certain Deed dated August 1, 1995 from Bobby Paul Parker, et al to Harold Lee Parker and wife, Mary Parker, recorded in Volume 911, Page 235 of the Official Records of Leon County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **15.8** acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, **1/5** of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee **1/5** of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of **1/5** of the gas so used off said land; (d) on all minerals mined and marketed, **1/5**, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of **Three hundred & No/100 Dollars ($300.00)** per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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**.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Bobby Paul Parker

Bobby Paul Parker

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF ORANGE)

This instrument was acknowledged before me this 18 day of December, 2009, by **Bobby Paul Parker**.

My Commission Expires 2012 Debra Zunker, Notary Public

DEBRA ZUNKER
MY COMMISSION EXPIRES
June 25, 2012

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraphs shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquefiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises, other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date of which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's , and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion on one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. It is expressly agreed and understood that the herein described lands are granted in this lease for the purpose of pooling only. The right to enter upon said lands for any purpose is prohibited.

INITIAL FOR IDENTIFICATION: / BPP

Filed for Record in: Leon County
On: Feb 18,2010 at 09:54A
As a Recordings
Document Number: 00368679
Amount:$ 18.00
Receipt Number: 96964
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Feb 18,2010
Carla McEachern, County Clerk
Leon County

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this **7th day of July, 2009**, between, **James Gordon Huggins, Trustee of the James Gordon Huggins Trust**, hereinafter called "Lessor" (whether one or more),

whose post office address is: **15006 Vista Heights Drive, Cypress, TX 77433-5817**

and **EAST TEXAS OIL & GAS, LLC**, hereinafter called "Lessee", whose post office address is: **100 Independence Place, Suite 404, Tyler, TX 75703**

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

47.0744 acres of land, more or less, situated in the B.F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in that certain General Warranty Deed with Vendor's Lien dated June 9, 2000 from Linda Sue Dougherty, Betty Jane Wheeldon, Lillian L. Huggins Management Trust and Gerald Lynn Grauman to Brenda Bailey and John A. Babin, recorded in Volume 1050, Page 37 of the Official Records of Leon County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **47.0744** acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, **1/5** of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee **1/5** of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of **1/5** of the gas so used off said land; (d) on all minerals mined and marketed, **1/5**, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of **Two hundred fifty & No/100 Dollars ($250.00)** per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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**.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

James Gordon Huggins

James Gordon Huggins, Trustee of the James Gordon Huggins Trust

07/11/09

ACKNOWLEDGMENT

WILLIAM L MCCLURE JR
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/26/2010

STATE OF TEXAS)

COUNTY OF Harris)

This instrument was acknowledged before me this 11TH day of July, 2009, by **James Gordon Huggins, Trustee of the James Gordon Huggins Trust.**

My Commission Expires: 5/26/2010

William L McClure Jr., Notary Public

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: _____ 07/11/09

Filed for Record in: Leon County
On: Aug 26,2009 at 01:37P
As a Recordings
Document Number: 00365192
Amount:$ 18.00
Receipt Number: 93788
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County as stamped hereon by me.

Aug 26,2009
Carla McEachern, County Clerk
Leon County

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this **1st day of July, 2009**, between, **Brenda Bailey and John A. Babin**, hereinafter called "Lessor" (whether one or more),

whose post office address is: **P.O. Box 444, Bryan, Texas 77806**

and **EAST TEXAS OIL & GAS, LLC**, hereinafter called "Lessee", whose post office address is: **100 Independence Place, Suite 404, Tyler, TX 75703**

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

47.0744 acres of land, more or less, situated in the B.F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in that certain General Warranty Deed with Vendor's Lien dated June 9, 2000 from Linda Sue Dougherty, Betty Jane Wheeldon, Lillian L. Huggins Management Trust and Gerald Lynn Grauman to Brenda Bailey and John A. Babin, recorded in Volume 1050, Page 37 of the Official Records of Leon County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **47.0744** acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) days after the cessation of such production, but shall remain in force and effect so

My Commission Expires
JANUARY 20, 2013

long as such operations are prosecuted with no cessation of more than one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

BB JAB

7. Lessee shall have free use of oil, gas and ~~water~~ from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of **Two hundred fifty & No/100 Dollars ($250.00)** per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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**.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Brenda Bailey

John A. Babin

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF BRAZOS)

This instrument was acknowledged before me this 23RD day of JULY, 2009, by **Brenda Bailey and John A. Babin.**

My Commission Expires: 1-20-2013

Melissa L Bouis, Notary Public

MELISSA L. BOUIS
Notary Public, State of Texas
My Commission Expires
JANUARY 20, 2013

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquefiable or gaseous hydrocarbons and any sulfur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which m ay be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises other that title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provide for herein.

4. The right of Lessee to maintain this least in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) pre acre of l and covered by this lease.

5. Lessee, for Lessee and Lessee's subleases, successors or assigns shall defend Lessor at Lessee's, and Lessee's subleases, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean than not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvement, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessee's operation.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the land to near as practicable to its condition prior to Lessee's operations.

9. Lessee hereby waives and releases any and all rights of ingress and egress, and all other rights of any kind whatsoever to enter upon or to use the surface of the 47.0744 acres of land in Leon County, Texas described in this lease. This includes, but is not limited to, the right to enter upon the surface of the 47.0744 acres for the purpose of exploring for, developing, producing and or transporting the oil, gas, and other minerals in and under and that may be produced from the 47.0744 acres, or any other purpose incident thereto.

INITIAL FOR IDENTIFICATION: _____ JAB

Filed for Record in: Leon County
On: Aug 26,2009 at 01:37P
As a Recordings
Document Number: 00365189
Amount:$ 18.00
Receipt Number: 93788
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Aug 26,2009
Carla McEachern County Clerk
Leon County

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this **29th day of June, 2009**, between, **Linda Sandel Dougherty**, hereinafter called "Lessor" (whether one or more),

whose post office address is: **9934 Cliffwood Drive, Houston, TX 77096-4408**

and **EAST TEXAS OIL & GAS, LLC,** hereinafter called "Lessee", whose post office address is: **100 Independence Place, Suite 404, Tyler, TX 75703**

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

47.0744 acres of land, more or less, situated in the B.F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in that certain General Warranty Deed with Vendor's Lien dated June 9, 2000 from Linda Sue Dougherty, Betty Jane Wheeldon, Lillian L. Huggins Management Trust and Gerald Lynn Grauman to Brenda Bailey and John A. Babin, recorded in Volume 1050, Page 37 of the Official Records of Leon County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **47.0744** acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, **1/5** of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee **1/5** of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of **1/5** of the gas so used off said land; (d) on all minerals mined and marketed, **1/5**, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of **Two hundred fifty & No/100 Dollars ($250.00)** per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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**.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Linda Sandel Dougherty
Linda Sandel Dougherty
7-15-09

ACKNOWLEDGMENT

BOLA ANIMASHAUN
Notary Public, State of Texas
My Comm. Expires 06-02-2012

STATE OF TEXAS)

COUNTY OF Harris)

This instrument was acknowledged before me this 15th day of July, 2009, by **Linda Sandel Dougherty**.

My Commission Expires: 06-02-2012

, Notary Public

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: GD

Filed for Record in: Leon County
On: Aug 26,2009 at 01:37P
As a Recordings
Document Number: 00365188
Amount: $ 18.00
Receipt Number: 93788
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Aug 26,2009
Carla McEachern, County Clerk
Leon County

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this **18th day of June, 2009**, between, **Betty Jane Wheeldon**, hereinafter called "Lessor" (whether one or more),

whose post office address is: **10518 Barwood Drive, Houston, TX 77043-2813**

and **EAST TEXAS OIL & GAS, LLC**, hereinafter called "Lessee", whose post office address is: **100 Independence Place, Suite 404, Tyler, TX 75703**

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

47.0744 acres of land, more or less, situated in the B.F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in that certain General Warranty Deed with Vendor's Lien dated June 9, 2000 from Linda Sue Dougherty, Betty Jane Wheeldon, Lillian L. Huggins Management Trust and Gerald Lynn Grauman to Brenda Bailey and John A. Babin, recorded in Volume 1050, Page 37 of the Official Records of Leon County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **47.0744** acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, **1/5** of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee **1/5** of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of **1/5** of the gas so used off said land; (d) on all minerals mined and marketed, **1/5**, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

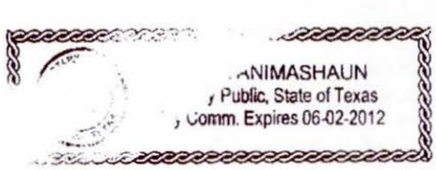
15. Lessee is hereby given the option to extend the primary term of this lease for an additional **two (2) years** from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of **Two hundred fifty & No/100 Dollars ($250.00)** per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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**.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Betty Jane Wheeldon — July 15, 2009

Betty Jane Wheeldon

ACKNOWLEDGMENT



STATE OF TEXAS)

COUNTY OF Harris)

This instrument was acknowledged before me this 15th day of July, 2009, by **Betty Jane Wheeldon**.

My Commission Expires: 06-02-2009 _____, Notary Public

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: BGW

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County as stamped hereon by me.

Aug 26,2009
Carla McEachern, County Clerk
Leon County

Filed for Record in: Leon County
On: Aug 26,2009 at 01:37P
As a Recordings
Document Number: 00365187
Amount:$ 18.00
Receipt Number: 93788
By: Amy Kaiser

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 8th day of May, 2009, but effective May 19th, 2009, between,Glynn Robert Donaho, hereinafter called "Lessor" (whether one or more), whose post office address is:38302 OSR, Normangee, Texas 77871

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

SEE EXHIBIT "a" ATTACHED HERETO FOR DESCRIPTION OF LAND COVERED BY THIS LEASE.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 215.24 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three Hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Glynn Robert Donaho
Glynn Robert Donaho

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF x Madison)

This instrument was acknowledged before me this x 11 day of x May, 2009, by Glynn Robert Donaho

My Commission Expires: x 3/20/11

x Cynthia S. White, Notary Public

CYNTHIA S. WHITE
Notary Public
STATE OF TEXAS
My Commission
Expires 03/20/2011

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MAY 8, 2009 BUT EFFECTIVE MAY 19, 2009 BETWEEN GLYNN ROBERT DONAHO AS LESSOR AND EAST TEXAS OIL & GAS, LLC AS LESSEE.

215.240 ACRES OF LAND, MORE OR LESS, COMPRISED OF SIX (6) TRACTS OF LAND

Tract # 1

105.91 acres of land, more or less, a part of the Stephen Lester Survey A-516, Leon County, Texas. Described in that certain Warranty Deed dated January 28, 1967 from T.F. Donaho to Doss L. Donaho etux Angelia Donaho and recorded in volume 342, page 22 Deed Records of Leon County, Texas.

Tract # 2

58.50 acres of land, more or less, a part of the Stephen Lester Survey A-516, Leon County, Texas. Described in that certain Partition Deed dated March 6, 1973 between D.L. Donaho and Roger Lane Donaho and recorded in volume 430, page 702 Deed Records of Leon County, Texas.

Tract # 3

1.0 acre of land, more or less, a part of the Stephen Lester Survey A-516, Leon County, Texas. Described in that certain Warranty Deed dated November 22, 1966 from T.F. Donaho to Doss L. Donaho and recorded in volume 430, page 702 Deed Records of Leon County, Texas.

Tract # 4

6.0 acres of land, more or less, a part of the Stephen Lester Survey A-516, Leon County, Texas. Described in that certain Warranty Deed dated January 5, 1959, from T.F. Donaho to Doss L. Donaho etux Angelia Donaho and recorded in volume 258, page 720 Deed Records of Leon County, Texas.

Tract # 5

33.83 acres of land, more or less, a part of the Stephen Lester Survey A-516, Leon County, Texas. Described in that certain Correction Deed dated July 14, 1978 from Irene Wimberly, Mavis Dobbs, Lera Batson and Allie Lewis to Doss L. Donaho and recorded in volume 451, page 264 Deed Records of Leon County, Texas.

Tract # 6

10.00 acres of land, more or less, a part of the Stephen Lester survey A-516, Leon County, Texas. Described in that certain Warranty Deed dated August 1, 2000 from Patricia Dianne Scot, Individually and as Independent Executrix of the Estate of Howard S. Scott deceased , to Glynn Robert Donaho and recorded in volume 1100, page 767 Deed Records of Leon County, Texas.

Signed for Identification

Glynn R. Donaho

Glynn Robert Donaho

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MAY 8, 2009 BUT EFFECTIVE MAY 19, 2009 BETWEEN GLYNN ROBERT DONAHO AS LESSOR AND EAST TEXAS OIL & GAS, LLC AS LESSEE.

215.240 ACRES OF LAND, MORE OR LESS, COMPRISED OF SIX (6) TRACTS OF LAND

Tract # 1

105.91 acres of land, more or less, a part of the Stephen Lester Survey A-516, Leon County, Texas. Described in that certain Warranty Deed dated January 28, 1967 from T.F. Donaho to Doss L. Donaho etux Angelia Donaho and recorded in volume 342, page 22 Deed Records of Leon County, Texas.

Tract # 2

58.50 acres of land, more or less, a part of the Stephen Lester Survey A-516, Leon County, Texas. Described in that certain Partition Deed dated March 6, 1973 between D.L. Donaho and Roger Lane Donaho and recorded in volume 385, page 175 Deed Records of Leon County, Texas.

Tract # 3

1.00 acre of land, more or less, a part of the Stephen Lester Survey A-516 Leon County, Texas. Described in that certain Warranty Deed dated November 22, 1966 from T.F. Donaho to Doss L. Donaho and recorded in volume 430, page 702 Deed Records of Leon County, Texas.

Tract # 4

6.0 acres of land, more or less, a part of the Stephen Lester Survey A-516, Leon County, Texas. Described in that certain Warranty Deed dated January 5, 1959, from T.F. Donaho to Doss L. Donaho etux Angelia Donaho and recorded in volume 258, page 720 Deed Records of Leon County, Texas.

Tract # 5

33.83 acres of land, more or less, a part of the Stephen Lester Survey A-516, Leon County, Texas. Described in that certain Correction Deed dated July 14, 1978 from Irene Wimberly, Mavis Dobbs, Lera Batson and Allie Lewis to Doss L. Donaho and recorded in volume 451, page 264 Deed Records of Leon County, Texas.

Tract # 6

10.00 acres of land, more or less, a part of the Stephen Lester survey A-516, Leon County, Texas. Described in that certain Warranty Deed dated August 1, 2000 from Patricia Dianne Scot, Individually and as Independent Executrix of the Estate of Howard S. Scott deceased , to Glynn Robert Donaho and recorded in volume 1100, page 767 Deed Records of Leon County, Texas.

Signed for Identification

Glynn Robert Donaho

Filed for Record in: Leon County
On: Jun 18,2009 at 12:17P
As a Recordings
Document Number: 00363623
Amount:$ 22.00
Receipt Number: 92363
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorde in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jun 18,2009
Carla McEachern, County Clerk
Leon County

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 13th day of May, 2009, but effective June 11th, 2009, between, Joseph A. Donaho dealing in his sole and separate property, hereinafter called "Lessor" (whether one or more), whose post office address is: 1760 Union Road Madisonville, Texas 77864

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION OF LANDS COVERED BY THIS LEASE
SEE EXHIBIT "B" ATTACHED HERETO FOR ADDITIONAL PROVISIONS

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 123.355 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three Hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x _____
Joseph A. Donaho

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF x Madison

This instrument was acknowledged before me this x 13 day of x May, 2009, by Joseph A. Donaho

My Commission Expires: x 6-23-2010

x Rosalina G. Bustamante, Notary Public

ROSALINA G. BUSTAMANTE
MY COMMISSION EXPIRES
June 23, 2010

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MAY 13, 2009 BUT EFFECTIVE JUNE 11, 2009 BETWEEN JOSEPH A. DONAHO AS LESSOR AND EAST TEXAS OIL & GAS, LLC AS LESSEE.

123.355 ACRES OF LAND, MORE OR LESS, COMPRISED OF two (2) TRACTS OF LAND

Tract # 1

93.085 acres of land, more or less, a part of the Stephen Lester Survey A-516 Leon County, Texas, being the same lands described as FIRST TRACT being 35.00 acres of land, more or less, and SECOND TRACT being 69.30 acres of land, more or less, in that certain Warranty Deed dated January 7, 1967 from T.F. Donaho to R.L. Donaho and wife Mary Katherine Donaho and recorded in volume 341, page 434 Deed Records of Leon County, Texas. LESS AND EXCEPT: 11.215 acres of land, more or less, out of SECOND TRACT said 11.215 acres, more or less, being the same tract of land described in that certain Warranty Deed dated June 13, 1987 from R.L. Donaho to J.R. Patterson, recorded in volume 673, page 783 Deed Records of Leon County, Texas.

Tract # 2

30.27 acres of land, more or less, being 6.80 acres and 23.47 acres of land, more or less, a part of the Stephen Lester Survey, A-516, Leon County, Texas being the same lands described in that certain Partition Deed dated March, 1973 from Irene Wimberly et al to Doss L. Donaho and recorded in volume 385, page 175 Deed Records of Leon County, Texas.

Signed for Identification

Joseph A. Donaho

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MAY 13, 2009 BUT EFFECTIVE JUNE 11, 2009 BETWEEN JOSEPH A. DONAHO AS LESSOR AND EAST TEXAS OIL & GAS, LLC AS LESSEE.

16. It is understood and agreed that iron ore, coal, lignite, gravel, sand, clay or any other hard minerals are excepted from this lease and reserved to lessor herein.

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

Signed for Identification

Joseph A. Donaho

Filed for Record in: Leon County
On: Jun 18,2009 at 12:17P
As a Recordings
Document Number: 00363622
Amount:$ 22.00
Receipt Number: 92363
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County as stamped hereon by me.

Jun 18,2009
Carla McEachern, County Clerk
Leon County

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

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

Doc	Bk	Vol	Pg
00363338	OR	1399	37

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LEON§

THIS AGREEMENT, made and entered into this the 6th day of May, 2009, by and between **ANITA KNOUSE**, whose address is 101 Grapevine Road, Livingston, Texas 77351, hereinafter referred to as "Lessor", and **CWR, LTD.**, whose address is 811 Gilmer Road, Longview, Texas 75604, hereinafter referred to as "Lessee",

WITNESSETH:

Lessor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations paid to Lessor by Lessee, the receipt of which is hereby acknowledged and confessed, and of the royalties herein provided for and of the covenants and agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purposes of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, the following described land in Leon County, Texas, to-wit:

207.804 acres of land, more or less, located in the B. F. Whitaker Survey, A-31, Leon County, Texas and being the same land described in that certain Warranty Deed dated May 22, 1981 from Inez B. Heath, et al to Wayne J. Smith and wife, Sybill M. Smith, recorded in Volume 498, Page 427 of the Deed Records of Leon County, Texas.

for and during the term of three (3) years from this date and as long thereafter as oil, gas is produced in paying quantities from said land, or land pooled therewith, all according to and by the terms and provisions of that certain lease agreement of even date herewith between the parties hereto, which, with all of its terms, covenants and other provisions, is hereby referred to and incorporated herein the same as if copied herein at this point. A fully executed copy of the Oil and Gas Lease Agreement is in possession of both Lessor and Lessee at their respective addresses.

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

LESSOR:

Anita K Knouse

ANITA KNOUSE

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF POLK §

This instrument was acknowledged before me on the 7th day of May, 2009 by **ANITA KNOUSE**.

NOTARY PUBLIC STATE OF TEXAS
RICHARD JAY ROBINSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 8-15-2010

Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jun 01,2009
Carla McEachern, County Clerk
Leon County

COUNTY OF LEON

Filed for Record in: Leon County
On: Jun 01,2009 at 01:48P
As a Recordings
Document Number: 00363338
Amount:$ 10.00
Receipt Number: 91962
By: Amy Kaiser

Return to: RJR Land Servic
P. O. Box 8931
Tyler, TX 75711

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 13th day of May, 2009, but effective June 11th, 2009, between, William T.. Donaho dealing in his sole and separate property, hereinafter called "Lessor" (whether one or more), whose post office address is: 18802 PR 4430, Normangee, Texas 77871

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION OF LANDS COVERED BY THIS LEASE
SEE EXHIBIT "B" ATTACHED HERETO FOR ADDITIONAL PROVISIONS

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 123.355 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three Hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x _____
William T. Donaho

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF Galveston

This instrument was acknowledged before me this x 13th day of x May, 2009, by William T. Donaho

My Commission Expires: x 08-22-2011 Diana M Lomas, Notary Public

DIANA MARIA LOMAS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
08-22-2011

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MAY 13, 2009 BUT EFFECTIVE JUNE 11, 2009 BETWEEN William T. DONAHO AS LESSOR AND EAST TEXAS OIL & GAS, LLC AS LESSEE.

123.355 ACRES OF LAND, MORE OR LESS, COMPRISED OF two (2) TRACTS OF LAND

Tract # 1

93.085 acres of land, more or less, a part of the Stephen Lester Survey A-516 Leon County, Texas, being the same lands described as FIRST TRACT being 35.00 acres of land, more or less, and SECOND TRACT being 69.30 acres of land, more or less, in that certain Warranty Deed dated January 7, 1967 from T.F. Donaho to R.L. Donaho and wife Mary Katherine Donaho and recorded in volume 341, page 434 Deed Records of Leon County, Texas. LESS AND EXCEPT: 11.215 acres of land, more or less, out of SECOND TRACT said 11.215 acres, more or less, being the same tract of land described in that certain Warranty Deed dated June 13, 1987 from R.L. Donaho to J.R. Patterson, recorded in volume 673, page 783 Deed Records of Leon County, Texas.

Tract # 2

30.27 acres of land, more or less, being 6.80 acres and 23.47 acres of land, more or less, a part of the Stephen Lester Survey, A-516, Leon County, Texas being the same lands described in that certain Partition Deed dated March, 1973 from Irene Wimberly et al to Doss L. Donaho and recorded in volume 385, page 175 Deed Records of Leon County, Texas.

Signed for Identification

William T. Donaho

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MAY 13, 2009 BUT EFFECTIVE JUNE 11, 2009 BETWEEN WILLIAM T. DONAHO AS LESSOR AND EAST TEXAS OIL & GAS, LLC AS LESSEE.

16. It is understood and agreed that iron ore, coal, lignite, gravel, sand, clay or any other hard minerals are excepted from this lease and reserved to lessor herein.

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

Signed for Identification

William T. Donaho

Filed for Record in: Leon County
On: Jun 18,2009 at 12:17P
As a Recordings
Document Number: 00363621
Amount:$ 22.00
Receipt Number: 92363
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County as stamped hereon by me.

Jun 18,2009
Carla McEachern, County Clerk
Leon County

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

THIS AGREEMENT made this **10th** day of **October 2007,** between

John C. Culpepper, Jr., as his separate property

Lessor (whether one or more), whose address is: **1700 George Bush Drive East Suite 240, College Station, Texas 77840**
and **R.A.M. Energy, Inc. 3730 Kirby Drive, Suite 1000, Houston, Texas 77098**, Lessee, WITNESSETH:
1. Lessor, in consideration of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATION ($10.00 & OVC)**, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of **Leon** State of **Texas** and is described as follows:

SEE EXHIBIT "A" FOR COMPLETE PROPERTY DESCRIPTION

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **900.92** acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.
2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **Three (3) years** from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.
3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal **one-fifth 1/5** 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 **one-fifth 1/5** 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 **one-fifth 1/5** of the cost of treating oil to render it marketable pipe line oil, (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, **one-fifth 1/5** 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 **one-fifth 1/5** of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the **PAY DIRECTLY TO LESSOR AT THE ADDRESS ABOVE**, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in Paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.
5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. Whenever used in this lease the 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

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

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

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

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

12. Lessor hereby grants to lessee an option, which if exercised, will extend the primary term of hereof for a period of Two (2) years from the expiration of the original primary term and so long thereafter as operations for drilling, reworking or production of oil and/or gas, are conducted upon said land with no cessation for Sixty (60) days consecutive days. This option may be executed by Lessee at anytime during the primary term by paying or tendering to Lessor or to Lessor's credit at the address above, or its successors, which shall constitute as the depository, regardless of changes in ownership, One Hundred and Fifty ($300.00) dollars per net mineral acre owned by Lessor in the tracts listed herein, which shall operate to extend the primary term provided in this lease for Two (2) additional years and it shall be considered for all purposes as though this lease originally provided for a primary term of Five (5) years. Any payment hereunder may be made by draft or by check deposited in the mail or delivered to Lessor or said depository bank on or before the last day of payment. In the event this lease is being maintained by any provision hereof at the expiration of the original primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

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

John C. Culpepper Jr.

John C. Culpepper Jr.

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 15 day of OCTOBER, 2007, by **John C. Culpepper Jr.**.

REX SIMPSON
Notary Public, State of Texas
My Commission Expires
JUNE 26, 2010

Notary Public, State of Texas
Notary's name (Printed):_____
Notary's commission expires:_____

REX SIMPSON
Notary Public, State of Texas
Commission Expires
26, 2010

EXHIBIT "A"

Doc 00351040 | Bk OR | Vol 1342 | Pg 691

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED OCTOBER 23, 2007 BY AND BETWEEN JAMES R. GILBERT, LESSOR, AND R.A.M. ENERGY INC., LESSEE.

125.37 acres of land, more or less, situated in the Robert Rogers Survey, A-21, and the B.F. Whitaker Survey, A-31, Leon County, Texas, being all the land described as two tracts of land as follows:

TRACT 1: 43.0 acres of land, more or less, situated in the Robert Rogers Survey, A-21, being all the land described in that certain Warranty Deed dated January 16, 1965, from W.H. Holloman and wife, Winnie Holloman to C.O. Musgrove, recorded in Volume 322, Page 378, of the Deed Records of Leon County, Texas.

TRACT 2: 82.370 acres of land, more or less, situated in the Robert Rogers Survey, A-21 and the B.F. Whitaker Survey, A-31, Leon County, Texas, being all the land described in that certain General Warranty Deed dated August 19, 1969 from Winnie M. Holloman, widow, et al, to R.D. Lamb and wife, Carolyn Lamb, recorded in Volume 358, Page 178, Deed Records, Leon County, Texas.

Filed for Record in: Leon County
On: Dec 07,2007 at 12:44P
As a Recordings
Document Number: 00351040
Amount:$ 18.00
Receipt Number: 80316
By, Mary Margrave

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Dec 07,2007
Carla McEachern, County Clerk
Leon County

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

Producers 88 (7-69) Paid Up
With 640 Acres Pooling Provision

©POUND PRINTING COMPANY
P.O. Box 683046, Houston, Texas 77268-3046, (713) 552-9797

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 24th day of August, 2006, between Wayne J. Smith and wife, Sybill M. Smith

Lessor (whether one or more), whose address is: 11910 Trickey Road, Houston, Texas 77067

and Meagher Oil and Gas Properties, Inc.,Willowbrook Place I, 17314 SH 249, Houston, Texas 77064
Lessee, WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION OF LAND COVERED BY THIS LEASE

SEE EXHIBIT "B" ATTACHED HERETO FOR ADDITIONAL PROVISIONS OF THIS LEASE

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF NON-SURFACE OPERATIONS AREA

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 545.3220 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

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

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at PAY DIRECT TO LESSOR AT ABOVE ADDRESS, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty

which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

6. Whenever used in this lease the 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

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

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

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

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

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

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

LESSOR Wayne J. Smith SS. OR TAX I.D. NO. [redacted]

LESSOR Sybill M. Smith SS. OR TAX I.D. NO. [redacted]

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 18th day of January 2007, by Wayne J. Smith

Sandra C. Michna
Notary Public, State of Texas
Notary's name (printed): Sandra C. Michna
Notary's commission expires: 08-30-2009

SANDRA C. MICHNA
MY COMMISSION EXPIRES
August 30, 2009

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 18th day of January 2007, by Sybill M. Smith

Sandra C. Michna
Notary Public, State of Texas
Notary's name (printed): Sandra C. Michna
Notary's commission expires: 08-30-2009

SANDRA C. MICHNA
MY COMMISSION EXPIRES
August 30, 2009

©POUND PRINTING COMPANY

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED AUGUST 24, 2006 BY AND BETWEEN WAYNE J. SMITH AND WIFE, SYBILL M. SMITH, AS LESSOR AND MEAGHER OIL AND GAS PROPERTIES, INC., AS LESSEE.

545.322 acres of land, more or less, out of and a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in nine (9) tracts, as follows:

TRACT ONE: 207.804 acres of land, more or less, out of and a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in that certain Warranty Deed dated May 22, 1981 from Inez B. Heath, et al to Wayne J. Smith and wife, Sybill M. Smith, recorded in Volume 498, Page 427 of the Deed Records of Leon County, Texas.

TRACT TWO: 173.375 acres of land, more or less, out of and a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in that certain Assumption Deed dated August 9, 1984 from Everett Bouldin, Trustee to Wayne J. Smith and wife, Sybill M. Smith, recorded in Volume 571, Page 705 of the Official Records of Leon County, Texas.

TRACT THREE: 21.00 acres of land, more or less, out of the B.F. Whitaker Survey, A-31, Leon County, Texas, being described as Lot 6 in that certain Partition Deed dated August 19, 1950 from Ollie Taylor, et al to Annie Taylor Adams, being recorded in Volume 182, Page 351, of the Deed Records of Leon County, Texas.

TRACT FOUR: 20.00 acres of land, more or less, out of the B.F. Whitaker Survey, A-31, Leon County, Texas, being described as Lot 2 in that certain Partition Deed dated August 19, 1950 from Ollie Taylor, et al to Ruby Taylor, being recorded in Volume 182, Page 351, of the Deed Records of Leon County, Texas.

TRACT FIVE: 34.933 acres of land, more or less, out of the B.F. Whitaker Survey, A-31, Leon County, Texas, being described in that certain Warranty Deed dated October 16, 1981 from Georgia Marie Chambless, a single adult to Wayne J. Smith and wife, Sybill M. Smith, being recorded in Volume 507, Page 790, of the Deed Records of Leon County, Texas.

TRACT SIX: 24.09 acres of land, more or less, out of the B.F. Whitaker Survey, A-31, Leon County, Texas, being described in that certain Warranty Deed dated December 31, 1986 from Billie Ann Taylor, et al to Wayne J. Smith and wife, Sybill M. Smith, being recorded in Volume 656, Page 791, of the Official Records of Leon County, Texas.

TRACT SEVEN: 39.00 acres of land, more or less, out of the B.F. Whitaker Survey, A-31, Leon County, Texas, being described as tract Two (2) in that certain Warranty Deed dated May 4, 1951 from Dr. Joe B. Williams to L.C. Funderburgh and Alice Funderburgh, being recorded in Volume 188, Page 553, of the Deed Records of Leon County, Texas.

TRACT EIGHT: 24.87 (Called 24.22) acres of land, more or less, out of the B.F. Whitaker Survey, A-31, Leon County, Texas, being described as tract Three (3) in that certain Warranty Deed dated May 4, 1951 from Dr. Joe B. Williams to L.C. Funderburgh and Alice Funderburgh, being recorded in Volume 188, Page 553, of the Deed Records of Leon County, Texas.

TRACT NINE: 0.25 acre of land, more or less, out of the B.F. Whitaker Survey, A-31, Leon County, Texas, being described in that certain Warranty Deed dated January 10, 1953 from C. G. Brashear and wife, Fleeta Brashear to Doyle Gustavus and wife, Elizabeth Gustavus, being recorded in Volume 206, Page 448, of the Deed Records of Leon County, Texas.

Signed for Identification:

WAYNE J. SMITH

SYBILL M. SMITH

Doc 00341282 Bk DR Vol 1300 Pg 17

Filed for Record in: Leon County
On: Feb 01,2007 at 02:55P
As a Recordings
Document Number: 00341282
Amount:$ 18.00
Receipt Number: 72933
By, Kelli Howle

STATE OF TEXAS COUNTY OF LEON
I hearby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Feb 01,2007
Carla McEachern, County Clerk
Leon County

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

Producers 88 (7-69) Paid Up
With 640 Acres Pooling Provision

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P.O. Box 683046, Houston, Texas 77268-3046, (713) 552-9797

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 28th day of May , 2006 , between
J. D. Patterson, a married man dealing in his sole and separate property

Lessor (whether one or more), whose address is: 314 South Belknap, Sugarland, Texas 77478

and Meagher Oil and Gas Properties, Inc., Willowbrook Place I, 17314 SH 249, Houston, Texas 77064
Lessee, WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION OF LAND COVERED BY THIS LEASE

SEE EXHIBIT "B" ATTACHED HERETO FOR ADDITIONAL PROVISIONS OF THIS LEASE

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and **(a)** owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or **(b)** as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 124.500 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

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

3. As royalty, Lessee covenants and agrees: **(a)** To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; **(b)** To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; **(c)** To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at PAY DIRECT TO LESSOR AT ABOVE ADDRESS , or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty

which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

6. Whenever used in this lease the 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

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

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

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

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

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

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

Jam Patterson [redacted]	
LESSOR J. D. Patterson SS. OR TAX I.D. NO.	LESSOR SS. OR TAX I.D. NO.

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF LEON Fort Bend
This instrument was acknowledged before me on the 20 day of June, 2006, by James Patterson

GRACIELA F HERNANDEZ
My Commission Expires
December 29, 2009

Notary Public, State of Texas
Notary's name (printed): Graciela F. Hernandez
Notary's commission expires: December 29, 2009.

ACKNOWLEDGMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MAY 28, 2006 BY AND BETWEEN J. D. PATTERSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY AS LESSOR AND MEAGHER OIL AND GAS PROPERTIES, INC., AS LESSEE.

124.500 acres of land, more or less, comprised of the following two (2) tracts of land:

TRACT #1:

42.000 acres of land, more or less, situated in the Stephen Lester Survey, A-516, Leon County, Texas, being the same tract of land described in that certain Warranty Deed dated December 7, 1942 from Lynn Spencer to Roy Patterson, recorded in Volume 123, Page 396, Deed Records, Leon County, Texas.

TRACT #2:

82.500 acres of land, more or less, situated in the Stephen Lester Survey, A-516, Leon County, Texas, being the same tract of land described in that certain Warranty Deed dated January 18, 1941 from Elizabeth Patterson, a feme sole to J. R. Patterson, recorded in Volume 126, Page 555, Deed Records , Leon County, Texas.

Signed for Identification:

J. D. Patterson

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED MAY 28, 2006 BY AND BETWEEN J. D. PATTERSON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY AS LESSOR AND MEAGHER OIL AND GAS PROPERTIES, INC., AS LESSEE

12. It is understood and agreed that iron ore, coal, lignite and gravel, sand, clay or any other hard minerals are excepted from this lease and reserved to Lessor herein.

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

14. It is agreed and understood that wherever the words and fraction "one-eighth" ($1/8^{th}$) appear in paragraph 3 herein, the words and fraction "one-fifth" (1/5) shall be substituted therefore.

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

16. Notwithstanding anything herein to the contrary, if, at the end 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 $300.00 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 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.

17. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

18. Lessor's royalty shall be calculated free and clear of costs and expenses and deduction for exploration, drilling, development and production, including but not limited to cost of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of the actual, reasonable cost charged and deducted in order to transport, compress, stabilize, treat or process the production off the leased premises in order to make the production saleable, or in order to get the production to market. Lessor's shall bear its proportionate share of severance and other taxes based upon production.

19. If during the primary term or thereafter there is located on the leased premises a well capable of producing gas in commercial quantities but the gas is not being sold due to the lack of market, and this lease is not being otherwise maintained in force, Lessee may pay as royalty a sum of $10.00 per net mineral acre per annum for an accumulative total of not more than 36 months from the expiration of the primary term. The first payment will be due no later than 90 days after the date the well is shut-in, and the subsequent payment will be due thereafter (if this lease is not being otherwise maintained in force) on the anniversary date of the period for which the first payment was made. Upon proper

and timely payment of Royalty under this paragraph, it will be considered that gas is being produced for the purpose of this lease.

20. Lessee shall bury all pipelines at least thirty-six (36) inches using the double ditch method which, in all events, are deep enough to prevent damage in the event roads handling heavy truck and equipment should traverse over them. Lessee shall lay pipelines only between Lessor's wells and storage tanks or gathering lines and shall be used to transport only substances produced on the leased premises or lands pooled therewith. No harm shall come to existing crops and trees, if possible, when laying any pipelines.

21. Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near original condition as practicable.

22. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided herein within the time provided in §91.402 of the Natural Resources Code of the State of Texas and upon failure to pay within the stated time, to pay interest thereon as provided in §91.403 of the Natural Resources code of the State of Texas.

Signed for Identification:

J. D. Patterson

Filed for Record in: Leon County
On: Oct 11,2006 at 10:57A
As a Recordings
Document Number: 00337296
26.00
Amount:$
Receipt Number: 70376
By, Kelli Howle

STATE OF TEXAS
COUNTY OF LEON
I hearby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Oct 11,2006
Carla McEachern, County Clerk
Leon County

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

Producers 88 (7-69) Paid Up
With 640 Acres Pooling Provision

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P.O. Box 683046, Houston, Texas 77268-3046, (713) 552-9797

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 17 day of April , 2006 , between

Dr. William A. Bilsing and wife, Shirley Bilsing

Lessor (whether one or more), whose address is: P. O. Box 159 Normangee, Texas, 77871

and TERRA SOURCE, LLC P. O. Box 4394, Bryan, Texas 77805
Lessee, WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO FOR A DESCRIPTION OF LANDS COVERED BY THIS LEASE

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 836.04 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

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

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at Pay to Lessor at above address , or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty

which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

6. Whenever used in this lease the 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

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

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

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

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

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

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

LESSOR Dr. William A. Bilsing SS. OR TAX I.D. NO.

LESSOR Shirley Bilsing SS. OR TAX I.D. NO.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Brazos
This instrument was acknowledged before me on the 18th day of April, 2006, by Dr. William A. Bilsing and wife, Shirley Bilsing

BOBBY CAROL CORN
Notary Public, State of Texas
My Commission Expires
February 01, 2009

Notary Public, State of Texas
Notary's name (printed): BOBBY CAROL CORN
Notary's commission expires:

ACKNOWLEDGMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

©POUND PRINTING COMPANY

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 17, 2006 BY AND BETWEEN DR. WILLIAM A. BILSING AND WIFE, SHIRLEY BILSING, AS LESSOR, AND TERRA SOURCE, LLC, AS LESSEE.

DESCRIPTION OF LEASED LANDS:

836.04 acres of land, more or less, situated in the B. F. Whitaker Survey A-31, the J. Scritchfield Survey A-26 and the Robert Rogers Survey A-21, Leon County Texas and further described as Twelve (12) Tracts as follows:

Tract 1: 59.23 acres of land, more or less, situated in the B.F. Whitaker Survey A-31, Leon County, Texas as more particularly described in that certain Warranty Deed with Vendor's Lien dated December 23, 1970 from Loma Miller et al to W. A. Bilsing as recorded in Volume 366, Page 253 of the Deed Records of Leon County, Texas.

Tract 2: 49.86 acres of land, more or less, situated in the B.F. Whitaker Survey A-31, Leon County, Texas as more particularly described in that certain Warranty Deed with Vendor's Lien dated August 3, 1970 from P.D. Sandifer et ux, Margie Sandifer, to W. A. Bilsing as recorded in Volume 363, Page 328 of the Deed Records of Leon County, Texas.

Tract 3: 52.25 acres of land, more or less, situated in the B. F. Whitaker Survey A-31, Leon County, Texas as more particularly described in that certain Executor's Deed dated July 20, 1995 from Ronny Harrington and Manson Lisle, Co-Executors of the Estate of Alvin Childress to William A. Bilsing, recorded in Volume 909, Page 326 of the Deed Records of Leon County, Texas.

Tract 4: 19.60 acres of land, more or less, situated in the B.F. Whitaker Survey A-31, Leon County, Texas as more particularly described in that certain Warranty Deed dated January 14, 1998 from Ollie Henry to W. A. Bilsing et ux, Shirley Bilsing as recorded in Volume 985, Page 185 of the Deed Records of Leon County, Texas.

Tract 5: 95.50 acres of land, more or less, situated in the B.F. Whitaker Survey A-31, Leon County, Texas as more particularly described in that certain Warranty Deed with Vendor's Lien dated July 25, 1977 from James R. Williams et ux, Ina Jo Williams to W. A. Bilsing, M.D., as recorded in Volume 430, Page 571 of the Deed Records of Leon County, Texas.

Tract 6: 80.00 acres of land, more or less, situated in the B.F. Whitaker Survey A-31, Leon County, Texas as more particularly described in that certain Deed dated January 29, 2001 from The Veterans Land Board to W. A. Bilsing as recorded in Volume 1069, Page 712 of the Deed Records of Leon County, Texas.

Tract 7: 181.39 acres of land, more or less, situated in the B.F. Whitaker Survey A-31, Leon County, Texas as more particularly described in that certain Warranty Deed with a Vendors Lien dated October 1, 1999 from Richard Burton Reichert et ux, Terri Lynn Reichert to W.A. Bilsing, as recorded in Volume 1030, Page 390 of the Deed Records of Leon County, Texas.

Tract 8: 100.00 acres of land, more or less, situated in the B.F. Whitaker Survey A-31, Leon County, Texas as more particularly described in that certain Warranty Deed with a Vendors Lien dated June 29, 1979 from Clovis P. Griffith et ux, Melissa Griffith to Dr. William A. Bilsing, as recorded in Volume 464, Page 689 of the Deed Records of Leon County, Texas.

Tract 9: 48.40 acres of land, more or less, situated in the J. Scritchfield Survey A-26, Leon County, Texas as more particularly described in that certain Assumption Deed with Mineral Reservations dated May 9, 1983 from Royce Shaw and wife, Sandra S. Shaw to W. A. Bilsing as recorded in Volume 540, Page 698 of the Deed Records of Leon County, Texas.

Tract 10: 29.40 acres of land, more or less, situated in the J. Scritchfield Survey A-26, Leon County, Texas as more particularly described in that certain Assumption Deed with Mineral Reservations dated May 9, 1983 from Royce Shaw and wife, Sandra S. Shaw to W. A. Bilsing as recorded in Volume 540, Page 698 of the Deed Records of Leon County, Texas.

Tract 11: 75.80 acres of land, more or less, situated in the J. Scritchfield Survey A-26, Leon County, Texas as more particularly described in that certain Assumption Deed with Mineral Reservations dated May 9, 1983 from Royce Shaw and wife, Sandra S. Shaw to W. A. Bilsing as recorded in Volume 540, Page 698 of the Deed Records of Leon County, Texas.

Tract 12: 44.61 acres of land, more or less, situated in the Robert Rogers Survey A-21, Leon County, Texas as more particularly described in that certain Deed dated October 12, 1945 from W. H. Holloman, et al, to John B. Batson as recorded in Volume 146, Page 206 of the Deed Records of Leon County, Texas, also described as the Second Tract in a Deed from Marvin Traweek to Ollie Henry dated May 10, 1982 as recorded in Volume 520, Page 873 of the Deed Records of Leon County, Texas.

SIGNED FOR IDENTIFICATION:

Dr. William A. Bilsing

Shirley Bilsing

EXHIBIT "B"

Doc	Bk	Vol	Pg
00336076	OR	1276	591

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 17, 2006 BY AND BETWEEN DR. WILLIAM A. BILSING AND WIFE, SHIRLEY BILSING, AS LESSOR, AND TERRA SOURCE, LLC, AS LESSEE.

12. It is understood and agreed that iron ore, coal, lignite and gravel, sand, clay or any other hard minerals are excepted from this lease and reserved to Lessor herein.

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

14. It is agreed and understood that wherever the words and fraction "one-eighth" ($1/8^{th}$) appear in Paragraph 3 herein, the words and fraction "one-fifth" (1/5th) shall be substituted therefore.

15. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place with five hundred (500) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

16. 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 $250.00 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.

17. Upon expiration of the primary term of this lease, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest productive horizon or zone in which a well has been completed and is capable of producing in paying quantities.

18. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

SIGNED FOR IDENTIFICATION:

Dr. William A. Bilsing

Shirley Bilsing

Filed for Record in: Leon County
On: Sep 08,2006 at 01:48P
As a Recordings
Document Number: 00336076
Amount:$ 30.00
Receipt Number: 69493
By: Christie Wakefield

STATE OF TEXAS COUNTY OF LEON
I hearby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Sep 08,2006
Carla McEachern, County Clerk
Leon County

Doc Bk Vol Pg
71457 OR 1119 4

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Jo Ann Reichert, a single woman,** whose address is **P. O. Box 154, Normangee, TX 77871**, as Lessor, and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated October 20, 2011, covering the following land situated in Madison County, State of Texas, to wit:

45.282 acres of land, more or less, a part of the Isaac Votaw Survey, Abstract 33, Madison County, Texas, more particularly described in Correctional General Warranty Deed dated July 6, 2004, from Jo Ann Reichert to W. A. Bilsing, M.D. recorded in Volume 713, at Page 279 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Jo Ann Reichert

Jo Ann Reichert

LESSEE:

Istrouma Resources, Inc.

By: J E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Leon §

This instrument was acknowledged before me on this 21 day of October, 2011 by **Jo Ann Reichert**.

My Commission Expires: 10/19/2014

Dena M. Stewart
Notary Public

DENA M. STEWART
MY COMMISSION EXPIRES
October 19, 2014

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 2nd day of November, 2011 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Ex

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Daphne Newchurch
Notary Public

Doc	Bk	Vol	Pg
71457	OR	1119	6

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 71457

Amount: 20.00

Receipt Number: 8907

Vol: 1119 Page: 4

Recorded: Nov 03,2011 at 03:09P

By,
Charlotte Barrett, County Clerk

Return to:
Istrouma Resources Inc
P.O. Box 4688
Bryan, TX. 77805

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, Mamie Jeane Martin, hereinafter called "Lessor" (whether one or more),

whose post office address is: 10419 Haddington, Houston, TX 77043

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Mamie Jeane Martin

Mamie Jeane Martin

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF x Harris)

This instrument was acknowledged before me this x 12 day of x August, 2009, by Mamie Jeane Martin.

My Commission Expires: x_____

Frances Ann Hattier, Notary Public

FRANCES ANN HATTIER
MY COMMISSION EXPIRES
April 6, 2010

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL FOR IDENTIFICATION:

X _____

Doc	Bk	Vol	Pg
61746	OR	993	23

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61746

Amount: 28.00

Receipt Number: 4788

Vol: 993 Page: 19

Recorded: Oct 13,2009 at 10:48A

By,
Anna Eubank, Deputy

John L. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 10th day of July, 2009, but effective July 25, 2009, between, James N. Parsons, III, hereinafter called "Lessor" (whether one or more),

whose post office address is: 517 E. Hodges, Palestine, TX 75801

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

James N. Parsons, III

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF x Anderson)

This instrument was acknowledged before me this x 15th day of x July, 2009, by James N. Parsons, III.

My Commission Expires: x March 13, 2011

x Laure Bruner, Notary Public

LAURE BRUNER
Notary Public, State of Texas
My Commission Expires
March 13, 2011

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

28. Lessor and Lessee acknowledge that the lands described in this Lease are presently subject to an Oil, Gas and Mineral Lease dated July 24, 2006, recorded in Volume 838, Page 334, of the Deed Records of Madison County, Texas, (the "Effective Lease"). The primary term of the Effective Lease expires on July 24, 2009. Lessor covenants and agrees not to extend, renew, amend, or modify the Effective Lease. If the Effective Lease is extended beyond its primary term by drilling operations, reworking operations, or production from the lands covered by the Effective Lease, or on land with which the Effective Lease has been pooled, this Lease shall not become effective and Lessee shall be relieved of all obligations provided for in this Lease. If the Effective Lease terminates at the end of its primary term, this Lease shall immediately become effective upon the Effective Lease's termination. Lessor warrants there are no other leases or top leases on any of the lease premises and agrees that no other top leases covering all or any part of the lease premises will be executed by Lessor.

SIGNED FOR IDENTIFICATION:

James N. Parsons, III

Doc	Bk	Vol	Pg
61369	OR	987	310

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61369

Amount: 28.00

Receipt Number: 4577

Vol: 987 Page: 306

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

P. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, Holly H. Domingue, hereinafter called "Lessor" (whether one or more),

whose post office address is: 147 Rabbit Road, Scott, LA 70583

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Holly H. Domingue
Holly H. Domingue

ACKNOWLEDGMENT

STATE OF LOUISIANA)

PARISH OF LAFAYETTE)

This instrument was acknowledged before me this x 3 day of x August, 2009, by Holly H. Domingue.

My Commission Expires: x at death

x Donna Hindelang Melancon Notary Public

DONNA HINDELANG MELANCON
NOTARY PUBLIC # 24665
LAFAYETTE PARISH • STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL FOR IDENTIFICATION:

x HD

Doc	Bk	Vol	Pg
61361	OR	987	274

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61361

Amount: 28.00

Receipt Number: 4577

Vol: 987 Page: 270

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

P. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, Allen R. Taylor, hereinafter called "Lessor" (whether one or more),

whose post office address is: 11711 Pecan Gap Drive, Houston, TX 77065

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Allen R. Taylor
Allen R. Taylor

ACKNOWLEDGMENT

ELISA M. ROESLER
Notary Public, State of Texas
My Comm. Expires 12/27/2009

STATE OF TEXAS)

COUNTY OF x Harris)

This instrument was acknowledged before me this x 27th day of x July, 2009, by Allen R. Taylor.

My Commission Expires: x 12-27-2009

x Elisa Roesler, Notary Public

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL FOR IDENTIFICATION:

x_____

Doc	Bk	Vol	Pg
61360	OR	987	269

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61360

Amount: 28.00

Receipt Number: 4577

Vol: 987 Page: 265

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

P. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, Frank P. Closs, hereinafter called "Lessor" (whether one or more),

whose post office address is: 380 Lake Grove Drive, Coldspring, TX 77331

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Frank P. Closs

Frank P. Closs

ACKNOWLEDGMENT

STATE OF TEXAS Texas

COUNTY OF x San Jacinto

This instrument was acknowledged before me this x 3 day of x August, 2009, by Frank P. Closs.

My Commission Expires: x November 30, 2011 x Elaine Pavey Russell Notary Public

NOTARY PUBLIC STATE OF TEXAS
ELAINE PAVEY RUSSELL
My Commission Expires
November 30, 2011

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL FOR IDENTIFICATION:

x F.P.C.

Doc	Bk	Vol	Pg
61359	OR	987	264

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61359

Amount: 28.00

Receipt Number: 4577

Vol: 987 Page: 260

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

P. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, Kristi A. Anderson, hereinafter called "Lessor" (whether one or more),

whose post office address is: 3585 Avacado, Miami, Florida 33133

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Kristi Anderson
Kristi A. Anderson

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF x MIAMI DADE

This instrument was acknowledged before me this x 4TH day of x AUGUST, 2009, by Kristi A. Anderson.

My Commission Expires: x 9/28/2012

x Stanley Moore, Notary Public

Notary Public State of Florida
Stanley Moore
My Commission DD826464
Expires 09/28/2012

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL FOR IDENTIFICATION:

x KA

Doc	Bk	Vol	Pg
61358	OR	987	259

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61358

Amount: 28.00

Receipt Number: 4577

Vol: 987 Page: 255

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

P. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 29, 2009, between, Emily Dore, hereinafter called "Lessor" (whether one or more),

whose post office address is: 2308 Raun Lane, El Campo, TX 77437

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

42 acres, more or less, part of the Eli Fenn Survey, A-96, Madison County, Texas, being the same land described in a Warranty Deed dated November 19, 1947 from L.C. Funderburgh, et ux, to Tom Keefer, recorded in Volume 83, Page 535, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 42.0 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in

paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Emily Dore
Emily Dore

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF x Wharton)

This instrument was acknowledged before me this x 6th day of x August, 2009, by Emily Dore.

My Commission Expires: x 4-23-2011

x Wendy Barosh, Notary Public

WENDY BAROSH
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 04-23-2011

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: / ED

Doc	Bk	Vol	Pg
61350	OR	987	228

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61350

Amount: 24.00

Receipt Number: 4577

Vol: 987 Page: 225

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

P. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 4th day of August, 2009, between, Chap Harriman, hereinafter called "Lessor" (whether one or more),

whose post office address is: P.O. Box 2698, Bryan, TX 77805

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

83.43 acres, more or less, part of the Samuel Hewes Survey, A-122, Madison County, Texas, being the same land described in a General Warranty Deed dated June 8, 2009 from Sammy James Bingham, et ux, to Chap Harriman, recorded in Volume 977, Page 163, Official Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 83.43 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in

paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred fifty & No/100 Dollars ($350.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x _____
Chap Harriman

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF x BRAS)

This instrument was acknowledged before me this x 7th day of x Aug, 2009, by Chap Harriman.

My Commission Expires: x 6-17-2013

x Olivia Canales, Notary Public

OLIVIA R. CANALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 06/17/2013

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

SIGNED FOR IDENTIFICATION:

x _____

Chap Harriman

Doc	Bk	Vol	Pg
61349	OR	987	224

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61349

Amount: 28.00

Receipt Number: 4577

Vol: 987 Page: 220

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

P. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 29, 2009, between, Alice Dement, hereinafter called "Lessor" (whether one or more),

whose post office address is: 201 Oak Common, Saint Augustine, Florida 32095

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

42 acres, more or less, part of the Eli Fenn Survey, A-96, Madison County, Texas, being the same land described in a Warranty Deed dated November 19, 1947 from L.C. Funderburgh, et ux, to Tom Keefer, recorded in Volume 83, Page 535, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 42.0 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in

paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Alice Dement ← This is per, not pencil -

Alice Dement

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF x St. Johns

This instrument was acknowledged before me this x 4th day of x August, 2009, by Alice Dement.

My Commission Expires: x 2/17/2013

x Jessica Lee Steinbeck, Notary Public

Notary Public State of Florida
Jessica Lee Steinbeck
My Commission DD850690
Expires 02/17/2013

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: / _____

Doc	Bk	Vol	Pg
61346	OR	987	213

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61346

Amount: 24.00

Receipt Number: 4577

Vol: 987 Page: 210

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

P. Robertson

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.

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 15th day of July, 2009, between Susanna Dokupil, a married woman, dealing in her separate property,, hereinafter called "Lessor" (whether one or more), whose address is: 3617 Albans Rd., Houston, Texas 77005

and EAST TEXAS OIL & GAS, LLC, hereinafter called lessee", whose address is 404 Independence Place, Suite 404, Tyler, Texas 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas, to wit:

317.88 acres of land, more or less, out of the Isaac Votaw Survey, A-33, and being the same land described as two tracts of 158.94 acres each in that certain Correction Partition Deed dated October 28, 1999 between Sue Anthony Dotson and Joe H. Barnes, II and recorded in Volume 519, Page 194 of the Official Records of Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 317.88 acres, whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee, 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such stun as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee

commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8, The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASES: 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Susanna Dokupil

SUSANNA DOKUPIL

ACKNOWLEDGMENT

STATE of TEXAS

COUNTY of HARRIS

This instrument was acknowledged before me this 12 day of August, 2009 by Susanna Dokupil.

RAMONA LYNN ROQUEMORE
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-08-11

Notary Public, State of Texas
My Commission Expires 10-08-11

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease by and between Susanna Dokupil, as Lessor and East Texas Oil & Gas, LLC, dated July 15, 2009.

The following 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.

16. This lease covers only oil, gas and other hydrocarbons normally produced therewith, but does not cover or include any other minerals whatsoever. Among those minerals excluded from the terms and provisions of this lease are specifically, but not limited to the following: sulphur (except that produced in association with oil and gas), coal, lignite, iron ore, sand, gravel, limestone, shale, clay, uranium, thorium, vanadium, bentonite, plutonium and all other fissionable materials.

17. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

18. Lessee agrees to use reasonable care in its operations on the leased premises, and within a reasonable period of time after completion of any drilling operations on the leased premises, Lessee shall proceed with reasonable diligence to endeavor to restore the surface of the leased premises to as near its original condition as reasonably practicable in the sole judgment of Lessee, and shall pay Lessor in full for all actual permanent damages caused by Lessee's operations to crops, livestock, land or improvements situated on the leased premises. Upon written request by Lessor and prior to installation by Lessee, Lessee shall bury pipelines below ordinary plow depth.

19. At the end of the primary term of this lease or upon the cessation of any drilling operations being conducted at the end of the primary term on the leased premises or on land pooled therewith, this lease shall terminate automatically as to all of the mineral estate lying more than one hundred (100) feet below the stratigraphic equivalent of the base of the deepest producing formation in which Lessee has completed a well as a well capable of producing in paying quantities of covered minerals from the lands covered by this lease or from other lands, if any, pooled or unitized with said lands. Upon termination of this lease as to such depths, Lessor and Lessor's heirs, legal and personal representatives, successors, lessees or assigns, thereafter shall have the right to reasonable use of the leased premises, but without unreasonable interference with Lessee's rights granted hereunder the terms of this lease, for the purposes of investigating, exploring, prospecting and drilling for, producing and owning covered minerals from the depths as to which this lease has terminated.

20. If, at the end of the primary term of this lease, a portion or portions of the leased premises are pooled or unitized with other lands not covered by this lease so as to form a pooled unit or units, drilling or reworking operations on or production from such unit or units will maintain this lease in force only as to the portion or portions of the leased premises included in such unit or units. Any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased or lands pooled therewith that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on such property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole or as an oil and/or gas well and the commencement of operations for the drilling of a subsequent well on such property.

SIGNED FOR IDENTIFICATION ONLY:

SUSANNA DOKUPIL

Doc	Bk	Vol	Pg
61341	OR	987	196

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61341

Amount: 24.00

Receipt Number: 4577

Vol: 987 Page: 193

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

P. Robertson

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PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 15th day of July, 2009, between Joanna M. Opaskar, dealing in her separate property,, hereinafter called "Lessor" (whether one or more), whose address is: 508 Brad Court, Webster, Texas 77598

and EAST TEXAS OIL & GAS, LLC, hereinafter called lessee", whose address is 404 Independence Place, Suite 404, Tyler, Texas 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas, to wit:

317.88 acres of land, more or less, out of the Isaac Votaw Survey, A-33, and being the same land described as two tracts of 158.94 acres each in that certain Correction Partition Deed dated October 28, 1999 between Sue Anthony Dotson and Joe H. Barnes, II and recorded in Volume 519, Page 194 of the Official Records of Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 317.88 acres, whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee, 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such stun as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee

commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8, The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASES: 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Joanna M Opaskar
JOANNA M. OPASKAR

ACKNOWLEDGMENT

STATE of TEXAS

COUNTY of Harris

This instrument was acknowledged before me this 10th day of August, 2009 by Joanna M. Opaskar.

Notary Public, State of Texas
My Commission Expires 3/14/2012

KENNETH JASON CHAN
Notary Public, State of Texas
My Comm. Expires Aug. 4, 2012

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease by and between Joanna M. Opaskar, as Lessor and East Texas Oil & Gas, LLC, dated July 15, 2009.

The following 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.

16. This lease covers only oil, gas and other hydrocarbons normally produced therewith, but does not cover or include any other minerals whatsoever. Among those minerals excluded from the terms and provisions of this lease are specifically, but not limited to the following: sulphur (except that produced in association with oil and gas), coal, lignite, iron ore, sand, gravel, limestone, shale, clay, uranium, thorium, vanadium, bentonite, plutonium and all other fissionable materials.

17. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

18. Lessee agrees to use reasonable care in its operations on the leased premises, and within a reasonable period of time after completion of any drilling operations on the leased premises, Lessee shall proceed with reasonable diligence to endeavor to restore the surface of the leased premises to as near its original condition as reasonably practicable in the sole judgment of Lessee, and shall pay Lessor in full for all actual permanent damages caused by Lessee's operations to crops, livestock, land or improvements situated on the leased premises. Upon written request by Lessor and prior to installation by Lessee, Lessee shall bury pipelines below ordinary plow depth.

19. At the end of the primary term of this lease or upon the cessation of any drilling operations being conducted at the end of the primary term on the leased premises or on land pooled therewith, this lease shall terminate automatically as to all of the mineral estate lying more than one hundred (100) feet below the stratigraphic equivalent of the base of the deepest producing formation in which Lessee has completed a well as a well capable of producing in paying quantities of covered minerals from the lands covered by this lease or from other lands, if any, pooled or unitized with said lands. Upon termination of this lease as to such depths, Lessor and Lessor's heirs, legal and personal representatives, successors, lessees or assigns, thereafter shall have the right to reasonable use of the leased premises, but without unreasonable interference with Lessee's rights granted hereunder the terms of this lease, for the purposes of investigating, exploring, prospecting and drilling for, producing and owning covered minerals from the depths as to which this lease has terminated.

20. If, at the end of the primary term of this lease, a portion or portions of the leased premises are pooled or unitized with other lands not covered by this lease so as to form a pooled unit or units, drilling or reworking operations on or production from such unit or units will maintain this lease in force only as to the portion or portions of the leased premises included in such unit or units. Any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased or lands pooled therewith that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on such property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole or as an oil and/or gas well and the commencement of operations for the drilling of a subsequent well on such property.

SIGNED FOR IDENTIFICATION ONLY:

✓ Joanna M Opasker
JOANNA M. OPASKAR

Doc	Bk	Vol	Pg
61329	OR	987	154

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61329

Amount: 24.00

Receipt Number: 4577

Vol: 987 Page: 151

Recorded: Aug 25,2009 at 10:22A

By,
Anna Eubank, Deputy

Paula Robertson
P.O. Box 1524
Carthage, TX 75633

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, Jerre Parsons Williams, hereinafter called "Lessor" (whether one or more),

whose post office address is: 11719 Cherryknoll, Houston, TX 77077

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Jerre Parsons Williams

Jerre Parsons Williams

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF x HARRIS)

This instrument was acknowledged before me this x 28th day of x JULY, 2009, by Jerre Parsons Williams.

My Commission Expires: x MAY 3, 2010

x Elaine Hickman, Notary Public

ELAINE HICKMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 3, 2010

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

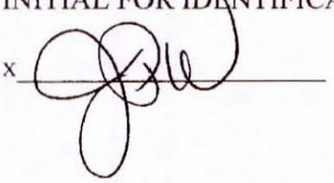
24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL FOR IDENTIFICATION:

x 

Doc	Bk	Vol	Pg
61150	OR	985	10

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61150

Amount: 28.00

Receipt Number: 4501

Vol: 985 Page: 6

Recorded: Aug 10,2009 at 03:16P

By,
Anna Eubank, Deputy

John L. Robertson
P.O. Box 1600
JASPER, Texas ~~75965~~ 75951

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this **29th day of May, 2009**, between, **Steve W. Bilsing and wife, Arlene D. Bilsing**, hereinafter called "Lessor" (whether one or more),

whose post office address is: **P.O. Box 284, Normangee, Texas 77871**

and **EAST TEXAS OIL & GAS, LLC,** hereinafter called "Lessee", whose post office address is: **100 Independence Place, Suite 404, Tyler, TX 75703**

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **416.72** acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, **1/5** of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee **1/5** of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of **1/5** of the gas so used off said land; (d) on all minerals mined and marketed, **1/5**, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either: (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantities within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a

reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of ~~**Two hundred fifty & No/100 Dollars ($250.00)**~~ **three hundred fifty & No/100 Dollars ($350.00)** per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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**.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Steve W. Bilsing

Arlene D. Bilsing

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF [illegible])

This instrument was acknowledged before me this 1st day of June, 2009, by Steve W. Bilsing and wife, Arlene D. Bilsing.

My Commission Expires: 8-17-12

Cathy Lagravier, Notary Public

CATHY LAGRAVIER
MY COMMISSION EXPIRES
August 17, 2012

EXHIBIT "A"

PROPERTY DESCRIPTION:

Tract 1: 37.25 acres of land, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, being more particularly described in that certain Warranty Deed dated July 8, 2008 from Fred Ward and wife, Myra Ward to Steve W. Bilsing, recorded in Volume 929, Page 190 of the Official Records of Madison County, Texas.

Tract 2: 122.0 acres of land, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, being more particularly described in that certain Mineral Deed dated August 27, 1946 from Mose Jackson and wife, Annie Jackson to K.C. Sclater, recorded in Volume 79, Page 493 of the Deed Records of Madison County, Texas.

Tract 3: 257.47 acres of land, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, being more particularly described as 379.47 acres of land, more or less, in that certain Warranty Deed dated August 20, 1998 from Sierra Energy Corporation, now known as Texas Sierra Energy Corporation to James A. Knippa, III, recorded in Volume 477, Page 47 of the Official Records of Madison County, Texas; SAVE AND EXCEPT: 122.0 acres of land, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, being more particularly described in that certain Mineral Deed dated August 27, 1946 from Mose Jackson and wife, Annie Jackson to K.C. Sclater, recorded in Volume 79, Page 493 of the Deed Records of Madison County, Texas.

The aggregate of the above tracts herein leased is 416.72 acres, more or less.

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties' payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: _____

Doc	Bk	Vol	Pg
61161	OR	985	59

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61161

Amount: 24.00

Receipt Number: 4501

Vol: 985 Page: 56

Recorded: Aug 10,2009 at 03:16P

By,
Anna Eubank, Deputy

John L. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, David Taylor, hereinafter called "Lessor" (whether one or more),

whose post office address is: 2211 Postoak Court, San Antonio, TX 78248

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x _____
David Taylor

ACKNOWLEDGMENT

CHRISTOPHER A. HANSON
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 11-09-2011

STATE OF TEXAS)

COUNTY OF x Bexar)

This instrument was acknowledged before me this x 28th day of x July, 2009, by David Taylor.

My Commission Expires: x 11-09-2011

x _____, Notary Public

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL ~~FOR~~ IDENTIFICATION:

x _____

Doc	Bk	Vol	Pg
61154	OR	985	30

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61154

Amount: 28.00

Receipt Number: 4501

Vol: 985 Page: 26

Recorded: Aug 10,2009 at 03:16P

By,
Anna Eubank, Deputy

John L. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, Gaston Detweiler, hereinafter called "Lessor" (whether one or more),

whose post office address is: 5200 Keller Springs Road, #1130, Dallas, TX 75248

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Gaston Detweiler
Gaston Detweiler

ACKNOWLEDGMENT

SHERRY ROSENBERG
Notary Public
State of Texas
My Comm. Expires 07-30-2012

STATE OF TEXAS)

COUNTY OF x Dallas)

This instrument was acknowledged before me this x 30 day of x July, 2009, by Gaston Detweiler.

My Commission Expires: x 7-30-12

x Sherry Rosenberg Notary Public

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL FOR IDENTIFICATION:

x _____

Doc	Bk	Vol	Pg
61153	OR	985	25

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61153

Amount: 28.00

Receipt Number: 4501

Vol: 985 Page: 21

Recorded: Aug 10,2009 at 03:16P

By,
Anna Eubank, Deputy

John L. Robertson

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PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, Morgan G. Closs, hereinafter called "Lessor" (whether one or more),

whose post office address is: 1353 Lake Martin Road, Kent, Ohio 44240

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

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3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Morgan G. Closs
Morgan G. Closs

ACKNOWLEDGMENT

GINA L. SCAVELLI
Notary Public, State of Ohio
My Commission Expires
December 23, 2013

STATE OF OHIO)

COUNTY OF x Summit)

This instrument was acknowledged before me this x 28th day of x July, 2009, by Morgan G. Closs.

My Commission Expires: x 12-23-2013

Gina L. Scavelli, Notary Public

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL FOR IDENTIFICATION:

x _____

Doc	Bk	Vol	Pg
61152	OR	985	20

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61152

Amount: 28.00

Receipt Number: 4501

Vol: 985 Page: 16

Recorded: Aug 10,2009 at 03:16P

By,
Anna Eubank, Deputy

John L. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this July 25, 2009, between, Misty E. Closs, hereinafter called "Lessor" (whether one or more),

whose post office address is: 303 E 5th Street, Denton, TX 76208

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantities within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Misty E. Closs
Misty E. Closs

ACKNOWLEDGMENT

JUDITH HALABZYN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES
SEPTEMBER 17, 2

STATE OF TEXAS)

COUNTY OF x Denton)

This instrument was acknowledged before me this x 26th day of x July, 2009, by Misty E. Closs.

My Commission Expires: x 09-17-2009

x Judith Halabzyn, Notary Public

EXHIBIT "A"

16. Not withstanding anything herein to the contrary, this lease covers and includes only oil, and/or gas, which for all purposes of this lease are defined as, and are limited to oil, gas, casing-head gas, and other gaseous substances, distillate, condensates and associated hydrocarbon substances, and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with and incidental to the production of any of the foregoing. This lease does not cover iron ore, copper, lignite, coal or other hard minerals unrelated to the oil or gas as defined herein.

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

18. Upon expiration of twelve (12) months from the date of the last well drilled on the leased premises or lands pooled therewith, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest depth of any well drilled hereon by Lessee.

19. It is understood and agreed by the parties hereto that should Lessee elect to pool the leased premises with other lands pursuant to Paragraph 5 hereof, that a minimum of fifty percent (50%) of the lands covered hereby shall be included in said unit.

20. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place within seven hundred fifty (750) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

21. Hunting and fishing and/or possession of firearms by Lessee, its employees, agents or contractors are specifically forbidden at all times on the leased premises

22. Lessee agrees to indemnify Lessor, its employees, agents, successors, and assigns, and to hold them harmless from and against all suits, damages, claims, costs and expenses, including reasonable attorney fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property. Further, Lessee agrees that, by acceptance hereof, that Lessor shall not be held liable by any party by virtue of this lease.

23. As understood and agreed by the parties hereto that the shut-in gas royalty referenced in paragraph four (4) of this lease shall be amended to reflect a payment of $10.00 per acre. The right to maintain this lease in force and effect by the payment of shut-in royalties, which is a recurring right which may be exercised by Lessee from time to time,

shall not exceed an aggregate or cumulative period of more than two (2) years beyond the end of the primary term hereof.

24. Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, or any part thereof a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all or any part of the leased premises.

25. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

26. Lessor's royalty shall be calculated free and clear of all costs, expenses and deductions for exploration, drilling, development and production, including, but not limited to on lease costs of dehydration, storage, production-related compression, separation by mechanical means, and stabilization of hydrocarbons at the well, but said royalty shall bear its proportionate share of (1) the actual, reasonable costs charged and deducted to transport, compress, stabilize, treat or process the production and, (2) severance and other taxes based upon production.

27. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

INITIAL FOR IDENTIFICATION:

x MC

Doc	Bk	Vol	Pg
61151	OR	985	15

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 61151

Amount: 28.00

Receipt Number: 4501

Vol: 985 Page: 11

Recorded: Aug 10,2009 at 03:16P

By,
Anna Eubank, Deputy

John L. Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this **29th day of May, 2009**, between, **Fred Ward and wife, Myra Ward**, hereinafter called "Lessor" (whether one or more),

whose post office address is: **P.O. Box 468, Normangee, Texas 77871**

and **EAST TEXAS OIL & GAS, LLC,** hereinafter called "Lessee", whose post office address is: **100 Independence Place, Suite 404, Tyler, TX 75703**

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **78.51** acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, **1/5** of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee **1/5** of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of **1/5** of the gas so used off said land; (d) on all minerals mined and marketed, **1/5**, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either: (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a

reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of **Two hundred fifty & No/100 Dollars ($250.00)** per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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**.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Fred Ward

Myra Ward

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF Leon)

This instrument was acknowledged before me this 2 day of June, 2009, by Fred Ward and wife, Myra Ward.

My Commission Expires: December 1, 2009 Lyn J. Ogle, Notary Public

LYN J. OGLE
MY COMMISSION EXPIRES
December 1, 2009

EXHIBIT "A"

PROPERTY DESCRIPTION:

Tract 1: 37.25 acres of land, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, being more particularly described in that certain Warranty Deed dated July 8, 2008 from Fred Ward and wife, Myra Ward to Steve W. Bilsing, recorded in Volume 929, Page 190 of the Official Records of Madison County, Texas.

Tract 2: 41.26 acres of land, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, being more particularly described in two (2) tracts as: a) 57.59 acres of land, more or less in that certain Warranty Deed dated July 7, 2002 from Texas Sierra Energy Corporation to Fred D. Ward and wife, Myra Ward, recorded in Volume 625, Page 232 of the Official Records of Madison County, Texas & b) 20.92 acres of land, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, being more particularly described in that certain Deed dated December 14, 1998 from Texas Sierra Energy Corporation to Fred D. Ward and wife, Myra Ward, recorded in Volume 490, Page 190 of the Official Records of Madison County, Texas; SAVE AND EXCEPT: 37.25 acres of land, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, being more particularly described in that certain Warranty Deed dated July 8, 2008 from Fred Ward and wife, Myra Ward to Steve W. Bilsing, recorded in Volume 929, Page 190 of the Official Records of Madison County, Texas.

The aggregate of the above tracts herein leased is 78.51 acres, more or less.

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties' payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: _____

Doc	Bk	Vol	Pg
60636	OR	978	35

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 60636

Amount: 24.00

Receipt Number: 4257

Vol: 978 Page: 32

Recorded: Jun 18,2009 at 12:53P

By,
Anna Eubank, Deputy

Paula Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 17th day of April, 2009, but effective April 27, 2009, between, Virginia R. Jackson, by agent and attorney-in- fact, Linda K. Jackson, hereinafter called "Lessor" (whether one or more),

whose post office address is: 5637 Briar Drive, Houston, TX 77056

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Two hundred fifty & No/100 Dollars ($250.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Virginia R. Jackson
Virginia R. Jackson by Linda K. Jackson under Power of attorney

ACKNOWLEDGMENT

CATHERINE T. ELKINS
MY COMMISSION EXPIRES
August 16, 2011

STATE OF TEXAS)

COUNTY OF x HARRIS)

LINDA K. JACKSON UNDER A POWER OF ATTORNEY FOR

This instrument was acknowledged before me this x 26th day of x April, 2009, by Virginia R. Jackson.

My Commission Expires: x Aug 16, 2011

x Catherine T. Elkins, Notary Public

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

9. Lessor and Lessee acknowledge that the lands described in this Lease are presently subject to an Oil, Gas and Mineral Lease dated April 26, 2006, recorded in Volume 823, Page 163, of the Deed Records of Madison County, Texas, (the "Effective Lease"). The primary term of the Effective Lease expires on April 26, 2009. Lessor covenants and agrees not to extend, renew, amend, or modify the Effective Lease. If the Effective Lease is extended beyond its primary term by drilling operations, reworking operations, or production from the lands covered by the Effective Lease, or on land with which the Effective Lease has been pooled, this Lease shall not become effective and Lessee shall be relieved of all obligations provided for in this Lease. If the Effective Lease terminates at the end of its primary term, this Lease shall immediately become effective upon the Effective Lease's termination. Lessor warrants there are no other leases or top leases on any of the lease premises and agrees that no other top leases covering all or any part of the lease premises will be executed by Lessor.

INITIAL FOR IDENTIFICATION: / URG

Doc	Bk	Vol	Pg
60362	OR	974	274

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 60362

Amount: 24.00

Receipt Number: 4141

Vol: 974 Page: 271

Recorded: May 20,2009 at 02:40P

By,
Anna Eubank, Deputy

John Robertson

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

MEMORANDUM OF PAID UP OIL AND GAS LEASE

STATE OF TEXAS {}

COUNTY OF MADISON {}

This MEMORANDUM, effective the 25th day of April, 2009, entered into by and between, GIBBS BROTHERS & COMPANY L.P., (Lessor) whose address is P.O. Box 711, Huntsville, Texas 77342-0711 and East Texas Oil & Gas, LLC, (Lessee) whose address 100 Independence Place, Suite 404, Tyler, Texas 75703.

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Paid Up Oil and Gas Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby grant, lease and let exclusively unto said Lessee for the purpose of exploring, drilling, operating for and producing oil, gas and associated hydrocarbon substances from, all that certain land (Leased Premises) situated in the County of Madison, State of Texas, and more particularly described below.

297.184 acres of land, more or less, part of the Eli Fenn Survey, A-96, Madison County, Texas, being the same land described as 300 acres of land in a Warranty Deed date July 7, 1930 from Gibbs Brothers & Company to J.E. Bottoms, recorded in Volume 40, Page 332, Deed Records, Madison County, Texas.

The Lease is for a term of three (3) years from the above date (subject to termination as therein provided), with a 2 year renewal option and so long thereafter as oil or gas is being produced in paying quantities from the Leased Premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil or gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Paid Up Oil and Gas Lease in possession of Lessor and Lessee, respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Paid Up Oil and Gas Lease to be executed in duplicate, effective the 25th day of April, 2009.

GIBBS BROTHERS & COMPANY L.P., Lessor

By: **GIBBS BROTHERS MANAGEMENT COMPANY, L.L.C.**

Ferne S. Frosch

Ferne S. Frosch, Manager

EAST TEXAS OIL & GAS, LLC, Lessee

By: Waylon P. Crawley

Waylon P. Crawley

ACKNOWLEDGEMENTS

THE STATE OF TEXAS {}

COUNTY OF WALKER {}

This instrument was acknowledged before me on the 5th day of May, 2009 by Ferne S. Frosch, Manager of Gibbs Brothers Management Company, L.L.C., General Partner for Gibbs Brothers & Company L.P. a Texas Limited Partnership.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

WAYNE S. PFLUGER
Notary Public, State of Texas
My Commission Expires
September 07, 2009

Wayne S. Pfluger
PRINTED NAME OF NOTARY PUBLIC

My Commission Expires: 9-7-2009

THE STATE OF TEXAS {}

COUNTY OF Smith {}

This instrument was acknowledged before me on the 27th day of April, 2009 by Wayland P Conway, Vice President of East Texas Oil & Gas, LLC.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MARY K. PYRON
MY COMMISSION EXPIRES
March 10, 2013

Mary K. Pyron
PRINTED NAME OF NOTARY PUBLIC

My Commission Expires: 3.10.13

Doc	Bk	Vol	Pg
60366	OR	974	290

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 60366

Amount: 20.00

Receipt Number: 4141

Vol: 974 Page: 288

Recorded: May 20,2009 at 02:40P

By,
Anna Eubank, Deputy

John Robertson

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 17th day of April, 2009, but effective April 27, 2009, between, Linda K. Jackson, Trustee of the Roland Jackson Testamentary Family Trust, hereinafter called "Lessor" (whether one or more),

whose post office address is: 5637 Briar Drive, Houston, TX 77056

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Two hundred fifty & No/100 Dollars ($250.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Linda K. Jackson
Linda K. Jackson, Trustee of the Roland Jackson Testamentary Family Trust

ACKNOWLEDGMENT

CATHERINE T. ELKINS
MY COMMISSION EXPIRES
August 16, 2011

STATE OF TEXAS)

COUNTY OF x HARRIS)

This instrument was acknowledged before me this x 26th day of x April, 2009, by Linda K. Jackson, Trustee of the Roland Jackson Testamentary Family Trust.

My Commission Expires: x Aug 16, 2011

x Catherine T. Elkins, Notary Public

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

9. Lessor and Lessee acknowledge that the lands described in this Lease are presently subject to an Oil, Gas and Mineral Lease dated April 26, 2006, recorded in Volume 823, Page 159, of the Deed Records of Madison County, Texas, (the "Effective Lease"). The primary term of the Effective Lease expires on April 26, 2009. Lessor covenants and agrees not to extend, renew, amend, or modify the Effective Lease. If the Effective Lease is extended beyond its primary term by drilling operations, reworking operations, or production from the lands covered by the Effective Lease, or on land with which the Effective Lease has been pooled, this Lease shall not become effective and Lessee shall be relieved of all obligations provided for in this Lease. If the Effective Lease terminates at the end of its primary term, this Lease shall immediately become effective upon the Effective Lease's termination. Lessor warrants there are no other leases or top leases on any of the lease premises and agrees that no other top leases covering all or any part of the lease premises will be executed by Lessor.

INITIAL FOR IDENTIFICATION: / _____

Doc	Bk	Vol	Pg
60361	OR	974	270

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 60361

Amount: 24.00

Receipt Number: 4141

Vol: 974 Page: 267

Recorded: May 20,2009 at 02:40P

By,
Anna Eubank, Deputy

John Robertson

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PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 17th day of April, 2009, but effective April 27, 2009, between, Linda K. Jackson, hereinafter called "Lessor" (whether one or more),

whose post office address is: 5637 Briar Drive, Houston, TX 77056

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 404 Independence Place, Suite 404, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

265.946 acres, more or less, part of the Samuel Hews (aka Hewes and Hughes) Survey, A-122, Madison County, Texas, being the same land described in a Correction Warranty Deed dated June 21, 1983 from Roland T. Jackson and Linda J. Kurtz to The Spanish Spur Ranch, Inc., recorded in Volume 265, Page 225, Deed Records, Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 265.946 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Two hundred fifty & No/100 Dollars ($250.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Linda K. Jackson
Linda K. Jackson

ACKNOWLEDGMENT

CATHERINE T. ELKINS
MY COMMISSION EXPIRES
August 16, 2011

STATE OF TEXAS)

COUNTY OF x HARRIS)

This instrument was acknowledged before me this x 26th day of x April, 2009, by Linda K. Jackson.

My Commission Expires: x Aug. 16, 2011

x Catherine T. Elkins, Notary Public

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. All royalty payments on the actual production of covered minerals shall be due within ninety (90) days after the end of the month during which the production occurred. In addition to any other remedies at law or in equity which may be available to Lessor, all such royalty payments not timely made shall bear interest beginning at the end of such 90-day period at the rate of twelve percent (12%) per annum, until paid. In the event a title opinion is prepared by outside counsel retained by Lessee covering the leased premises in which title defects affecting Lessor's interest in the leased premises (other than title defects pertaining to the leasehold interest (working interest created hereby) are pointed out, the time from the date on which such title opinion is delivered to Lessee until such title defects are cured shall not be included in the ninety (90) day period provided for herein.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Lessee, for Lessee and Lessee's sublessees, successors or assigns, shall defend Lessor at Lessee's, and Lessee's sublessees, successors or assigns sole cost and expense from and against and hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, disputes, losses, costs, fees, expenses, damages, liabilities, settlements, interest, penalties, administrative and judicial proceedings and orders, judgments and enforcement actions of any kind or nature arising out of, connected with or resulting from the granting of this lease or Lessee's operations or actions hereunder.

6. After the expiration of the primary term or cessation of continuous drilling operations, whichever is later, this lease shall terminate as to all lands not then included in a proration unit allocated to a well capable of producing oil or gas in paying quantities, whether actually producing or shut-in. For purposes of this paragraph, continuous drilling operations shall mean that not more than 180 days shall elapse between completion of one well and commencement of operations for drilling the next well, whether on lands covered by this lease or on lands pooled therewith, and regardless of whether any such well is commenced or completed during or after the expiration of the primary term. A "proration unit" shall mean 320 acres or the number of acres allocated for spacing purposes to wells in the field where such well is located pursuant to the rules and regulations of the Railroad Commission of Texas, whichever is greater.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

9. Lessor and Lessee acknowledge that the lands described in this Lease are presently subject to an Oil, Gas and Mineral Lease dated April 26, 2006, recorded in Volume 823, Page 155, of the Deed Records of Madison County, Texas, (the "Effective Lease"). The primary term of the Effective Lease expires on April 26, 2009. Lessor covenants and agrees not to extend, renew, amend, or modify the Effective Lease. If the Effective Lease is extended beyond its primary term by drilling operations, reworking operations, or production from the lands covered by the Effective Lease, or on land with which the Effective Lease has been pooled, this Lease shall not become effective and Lessee shall be relieved of all obligations provided for in this Lease. If the Effective Lease terminates at the end of its primary term, this Lease shall immediately become effective upon the Effective Lease's termination. Lessor warrants there are no other leases or top leases on any of the lease premises and agrees that no other top leases covering all or any part of the lease premises will be executed by Lessor.

INITIAL FOR IDENTIFICATION: / lkj

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STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 60360

Amount: 24.00

Receipt Number: 4141

Vol: 974 Page: 263

Recorded: May 20,2009 at 02:40P

By,
Anna Eubank, Deputy

John Robertson

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 17 day of April , 2006 , between

Dr. William A. Bilsing and wife, Shirley Bilsing

Lessor (whether one or more), whose address is: P. O. Box 159 Normangee, Texas, 77871

and TERRA SOURCE, LLC P. O. Box 4394, Bryan, Texas 77805
Lessee, WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO FOR A DESCRIPTION OF LANDS COVERED BY THIS LEASE

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 604.966 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

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

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at Pay to Lessor at above address , or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty

which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

6. Whenever used in this lease the 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

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

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

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

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

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

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

LESSOR Dr. William A. Bilsing SS. OR TAX I.D. NO.

LESSOR Shirley Bilsing SS. OR TAX I.D. NO.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Brazos
This instrument was acknowledged before me on the 18th day of April, 2006, by

Dr. William A. Bilsing and wife, Shirley Bilsing

BOBBY CAROL CORN
Notary Public, State of Texas
My Commission Expires
February 01, 2009

Notary Public, State of Texas
Notary's name (printed): BOBBY CAROL CORN
Notary's commission expires:

ACKNOWLEDGMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

©POUND PRINTING COMPANY

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 17, 2006 BY AND BETWEEN DR. WILLIAM A. BILSING AND WIFE, SHIRLEY BILSING, AS LESSOR, AND TERRA SOURCE, LLC, AS LESSEE.

DESCRIPTION OF LEASED LANDS:

604.966 acres of land, more or less, situated in the Eli Fenn Survey A-96, Isaac Votaw Survey A-33 and Gray B. King Survey A-19, Madison County Texas and further described as Thirteen (13) Tracts as follows:

Tract 1: 50.00 acres of land, more or less, situated in the Eli Fenn Survey A-96, Madison County, Texas as more particularly described in that certain Warranty Deed with Vendor's Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

Tract 2: 46.00 acres of land, more or less, situated in the Eli Fenn Survey A-96, Madison County, Texas as more particularly described in that certain Warranty Deed dated January 23, 1965 from J. W. Green, Sr., et al, to W. A. Bilsing as recorded in Volume 160, Page 745 of the Deed Records of Madison County, Texas.

Tract 3: 41.74 acres of land, more or less, situated in the Isaac Votaw Survey A-33, Madison County, Texas as more particularly described in that certain Warranty Deed dated February 24, 1996 from Brian Smith and wife, Cindy Smith to W. A. Bilsing II as recorded in Volume 436, Page 168 of the Deed Records of Madison County, Texas.

Tract 4: 99.50 acres of land, more or less, situated in the Isaac Votaw Survey A-33, Madison County, Texas as more particularly described in that certain Warranty Deed with Vendor's Lien dated April 9, 1987 from Curtis Kizzee and wife, Malissa Kizzee to W. A. Bilsing as recorded in Volume 330, Page 662 of the Deed Records of Madison County, Texas.

Tract 5: 53.894 acres of land, more or less, situated in the Isaac Votaw Survey A-33, Madison County, Texas as more particularly described in that certain Warranty Deed dated November 26, 2002 from Tammy McKee Knippa and husband, James A. Knippa to W. A. Bilsing, M.D., as recorded in Volume 638, Page 186 of the Deed Records of Madison County, Texas.

Tract 6: 45.282 acres of land, more or less, situated in the Isaac Votaw Survey A-33, Madison County, Texas as more particularly described in that certain Correction Warranty Deed dated July 6, 2004 from Jo Ann Reichert to W. A. Bilsing, M.D., as recorded in Volume 713, Page 279 of the Deed Records of Madison County, Texas.

Tract 7: 24.795 acres of land, more or less, situated in the Isaac Votaw Survey A-33, Madison County, Texas as more particularly described in that certain Warranty Deed dated August 21, 1998 from James D. Patterson and wife, Mary Jo Patterson to Dr. W. A. Bilsing as recorded in Volume 478, Page 196 of the Deed Records of Madison County, Texas.

Tract 8: 54.485 acres of land, more or less, situated in the Gray B. King Survey A-19, Madison County, Texas as more particularly described in that certain Warranty Deed with Vendor's Lien dated February 24, 1979 from Julian E. (Jack) Martin and wife, Virginia Martin to William. A. Bilsing as recorded in Volume 227, Page 679 of the Deed Records of Madison County, Texas.

Tract 9: 93.47 acres of land, more or less, situated in the Gray B. King Survey A-19, Madison County, Texas as more particularly described in that certain Warranty Deed dated August 29, 1980 from Reba Jack Keefer to W. A. Bilsing and Alma M. Bilsing as recorded in Volume 237, Page 328 of the Deed Records of Madison County, Texas.

Tract 10: 30.00 acres of land, more or less, situated in the Gray B. King Survey A-19, Madison County, Texas as more particularly described in that certain Warranty Deed dated February 6, 1981 from Roy A. Peden, Jr. and Noah Powell to W. A. Bilsing as recorded in Volume 241, Page 52 of the Deed Records of Madison County, Texas.

Tract 11: 10.00 acres of land, more or less, situated in the Gray B. King Survey A-19, Madison County, Texas as more particularly described in that certain Warranty Deed dated February 6, 1981 from Roy A. Peden, Jr. and wife, Elva Peden to W. A. Bilsing as recorded in Volume 241, Page 55 of the Deed Records of Madison County, Texas.

Tract 12: 34.80 acres of land, more or less, situated in the Gray B. King Survey A-19, Madison County, Texas as more particularly described in that certain Warranty Deed dated December 8, 1999 from William Michael Davis and wife, Kimberly Parish Davis to W. A. Bilsing as recorded in Volume 522, Page 67 of the Deed Records of Madison County, Texas.

Tract 13: 21.00 acres of land, more or less, situated in the Gray B. King Survey A-19, Madison County, Texas as more particularly described as Two Tracts in that certain Warranty Deed with Vendor's Lien dated October 11, 1991 from James H. McKay and wife, Mary C. McKay to W. A. Bilsing as recorded in Volume 386, Page 182 of the Deed Records of Madison County, Texas.

SIGNED FOR IDENTIFICATION:

Dr. William A. Bilsing

Shirley Bilsing

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 17, 2006 BY AND BETWEEN DR. WILLIAM A. BILSING AND WIFE, SHIRLEY BILSING, AS LESSOR, AND TERRA SOURCE, LLC, AS LESSEE.

12. It is understood and agreed that iron ore, coal, lignite and gravel, sand, clay or any other hard minerals are excepted from this lease and reserved to Lessor herein.

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

14. It is agreed and understood that wherever the words and fraction "one-eighth" ($1/8^{th}$) appear in Paragraph 3 herein, the words and fraction "one-fifth" (1/5th) shall be substituted therefore.

15. Lessee agrees to pay actual damages caused by Lessee's operations hereunder to lands, crops, pastures, livestock, and any improvements situated hereon, and Lessee agrees at the end of each drilling operation to proceed with reasonable diligence to fill any slush pits, remove leasehold debris and restore the surface of the leased premises to as near its original condition as practicable. No drilling operations shall take place with five hundred (500) feet of any residence or barn now located on the leased premises without the prior written consent of Lessor.

16. 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 $250.00 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.

17. Upon expiration of the primary term of this lease, in the event this lease has been maintained in full force and effect, and notwithstanding that there may then be oil or gas production from the leased premises or property pooled therewith, Lessor may demand and shall be entitled to receive from Lessee an appropriate release in recordable form, of all of Lessee's rights and estates hereunder that are one hundred feet (100') below the deepest productive horizon or zone in which a well has been completed and is capable of producing in paying quantities.

18. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

SIGNED FOR IDENTIFICATION:

Dr. William A. Bilsing

Shirley Bilsing

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED

AT 10:45 O'CLOCK A M

ON THE 26 DAY OF July

A.D., 2006

Charlotte Barrett

COUNTY CLERK, MADISON CO., TEXAS

BY Anna Mae Eubank

Anna Mae Eubank DEPUTY

STATE OF TEXAS

COUNTY OF MADISON

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

Charlotte Barrett

County Clerk, Madison County, Texas

VOL. 823 PAGE 73

RECORDED 7-31-06

Stephen D.
Holstead

Doc Bk Vol Pg
00381857 OR 1480 292

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Smoker Energy, LLC, a Texas Limited Liability Company, by and through Harry M. Bettis, Managing Member, whose address is 500 W. Texas Ave, Suite 830, Midland, TX 79701, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 17, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

1,930.2 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; John Scritchfield Survey, A-26; W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; John Guinn Survey, A-1186; A.T. Maness Survey, A-1086; and the F.J. Taylor Survey, A-1095, Leon County, Texas, described in three tracts as follows:

Tract 1: 1,111.92 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray Survey, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; and the John Scritchfield Survey, A-26, Leon County, Texas, more particularly described as Tracts 1 through 11 on Exhibit "A" in a Mineral Deed dated May 5, 2008, from Alice Marie Dement and husband, Bernie Dement and Emily Dore and husband, E.J. Dore to TEMA FUND I, L.P. recorded in Volume 1363, at Page 101 of the Real Property Records of Leon County, Texas.

Tract 2: 500.0 acres of land, more or less, a part of the W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; and the John Guinn Survey, A-1186, Leon County, Texas, more particularly described in a Deed dated April 7, 1947, from the Texas State Parks Board to the City of Normangee, Texas, a Municipal Corporation, Leon County, Texas, recorded in Volume 158, at Page 415 of the Real Property Records of Leon County, Texas.

Tract 3: 318.28 acres of land, more or less, a part of the A.T. Maness Survey, A-1086; F.J. Taylor Survey, A-1095; and the J.M. Viesca Survey, A-30, Leon County, Texas, more particularly described as "Exhibit A" in a Warranty Deed with Vendor's Lien dated July 8, 2005, from Cleve Payne Batson Jr., to Glenn Jones, Trustee, recorded in Volume 1215, at Page 800 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Smoker Energy, LLC, a Texas Limited Liability Company

By: Harry M. Bettis, Managing Member

LESSEE:

Istrouma Resources, Inc.

By: J E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Midland §

This instrument was acknowledged before me on this 31st day of May, 2011 by Smoker Energy, LLC, a Texas Limited Liability Company, by and through Harry M. Bettis, Managing Member.

My Commission Expires:

9-21-2012

Mona Lee Rood

Notary Public, State of Texas

MONA LEE ROOD
MY COMMISSION EXPIRES
September 21, 2012

* * *

STATE OF TEXAS §

COUNTY OF §

This instrument was acknowledged before me on this 1st day of June, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

3-21-2014

Mike H. Roberts

Notary Public, State of Texas

MIKE H. ROBERTS
Notary Public, State of Texas
My Commission Expires
MARCH 21, 2014

Filed for Record in: Leon County
On: Jul 29,2011 at 01:44P
As a Recordings
Document Number: 00381857
Amount:$ 14.00
Receipt Number: 108638
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Jul 29,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Lazy Backwards S, Ltd., a Texas Limited Partnership, herein represented by Thomas Sloan, General Partner, whose address is P.O. Box 51087, Midland, TX 79710, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 17, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

1,930.2 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; John Scritchfield Survey, A-26; W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; John Guinn Survey, A-1186; A.T. Maness Survey, A-1086; and the F.J. Taylor Survey, A-1095, Leon County, Texas, described in three tracts as follows:

Tract 1: 1,111.92 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray Survey, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; and the John Scritchfield Survey, A-26, Leon County, Texas, more particularly described as Tracts 1 through 11 on Exhibit "A" in a Mineral Deed dated May 5, 2008, from Alice Marie Dement and husband, Bernie Dement and Emily Dore and husband, E.J. Dore to TEMA FUND I, L.P. recorded in Volume 1363, at Page 101 of the Real Property Records of Leon County, Texas.

Tract 2: 500.0 acres of land, more or less, a part of the W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; and the John Guinn Survey, A-1186, Leon County, Texas, more particularly described in a Deed dated April 7, 1947, from the Texas State Parks Board to the City of Normangee, Texas, a Municipal Corporation, Leon County, Texas, recorded in Volume 158, at Page 415 of the Real Property Records of Leon County, Texas.

Tract 3: 318.28 acres of land, more or less, a part of the A.T. Maness Survey, A-1086; F.J. Taylor Survey, A-1095; and the J.M. Viesca Survey, A-30, Leon County, Texas, more particularly described as "Exhibit A" in a Warranty Deed with Vendor's Lien dated July 8, 2005, from Cleve Payne Batson Jr., to Glenn Jones, Trustee, recorded in Volume 1215, at Page 800 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Lazy Backwards S, Ltd., a Texas Limited Partnership

Thomas Sloan

By: Thomas Sloan, General Partner

LESSEE:

Istrouma Resources, Inc.

T E Hodges Jr

By: Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Midland §

This instrument was acknowledged before me on this 25 day of May, 2011 by Thomas Sloan, General Partner of Lazy Backwards S, Ltd., a Texas Limited Partnership.

My Commission Expires:

12-18-13

Kim Clevenger
Notary Public, State of Texas

KIM CLEVENGER
My Commission Expires
December 18, 2013

* * *

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 27th day of July, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Mike H. Roberts
Notary Public, State of Texas

MIKE H. ROBERTS
Notary Public, State of Texas
My Commission Expires
MARCH 21, 2014

Filed for Record in: Leon County
On: Aug 15,2011 at 10:30A
As a Recordings
Document Number: 00382138
Amount:$ 14.00
Receipt Number: 108931
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Aug 15,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Maxine Laningham Moore, a widow, whose address is 648 Pleasant Hill Rd, Hookstown, PA 15050-1516, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated June 7, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

73.689 acres of land, more or less, (formerly called 74.5 acres) a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in the following two tracts:

Tract 1: 69.649 acres of land, **more or less**, in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described as 73.689 acres of land, more or less, (formerly called 74.5 acres) more particularly described in a Warranty Deed with Vendor's Lien dated February 17, 1958, from Lela Lanningham and husband, Leonard Lanningham to Maynard D. Whisenant and wife, Sylvia M. Whisenant recorded in Volume 252, at Page 243 of the Real Property Records of Leon County, Texas, **LESS AND EXCEPT** 4.04 acres of land, more or less, part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas, **BEING 69.649 ACRES, MORE OR LESS, IN THE AGGREGATE FOR TRACT 1.**

Tract 2: 4.04 acres of land, more or less, part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Maxine Laningham Moore

Maxine Laningham Moore

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

~~STATE OF TEXAS~~ §

COUNTY OF HANCOCK § WV

This instrument was acknowledged before me on this 22 day of June, 2011 by Maxine Laningham Moore, a widow.

My Commission Expires:

Oct. 13, 2018

Becky Briggs
Notary Public, ~~State of Texas~~

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Becky Briggs
Hancock County Savings Bank
P.O. Box 245
Chester, WV 26034
My Commission Expires Oct. 13, 2018

* * *

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 4 day of AUGUST, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Filed for Record in: Leon County
On: Aug 15,2011 at 10:30A
As a Recordings
Document Number: 00382139
Amount:$ 14.00
Receipt Number: 108931
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Aug 15,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Audee Reed, a/k/a Audee Parker Reed, married, dealing in her sole and separate property, as Lessor, whose address is P. O. Box 64, Flynn, Texas 77855-0064 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated June 24th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

15.8 acres of land, more or less, part of the Stephen Lester Survey, A-516, Leon County, Texas, and being the same land described in that certain deed, dated August 1, 1995, from Bobby Paul Parker, Mrs. Audee Reed, Grantors to Harold Lee Parker and wife, Mary Parker, Grantee, recorded in Volume 911, Page 235 of the Official Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Audee Reed Audee Parker Reed

Audee Reed, a/k/a Audee Parker Reed

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Leon §

This instrument was acknowledged before me on this 22 day of July, 2011 by Audee Reed, a/k/a Audee Parker Reed.

RACHAEL B. ROBINSON
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-08-2013

My Commission Expires:

Rachael B. Robinson
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 23 day of August, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
My Commission Expires
October 18, 2015

Notary Public, State of Texas

Doc Bk Vol Pg
00382392 OR 1482 809

Filed for Record in: Leon County
On: Aug 25,2011 at 12:12P
As a Recordings
Document Number: 00382392
Amount:$ 10.00
Receipt Number: 109172
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Aug 25,2011
Christie Wakefield, County Clerk
Leon County

Doc 00382397 Bk OR Vol 1482 Pg 818

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Joy Bellush, a married woman, acting with regard to her sole and separate property, whose address is 30 Gaston Rd, Morristown, NJ 07960, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated July 1, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

73.689 acres of land, more or less, (formerly called 74.5 acres) a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in the following two tracts:

Tract 1: 69.649 acres of land, **more or less**, in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described as 73.689 acres of land, more or less, (formerly called 74.5 acres) more particularly described in a Warranty Deed with Vendor's Lien dated February 17, 1958, from Lela Lanningham and husband, Leonard Lanningham to Maynard D. Whisenant and wife, Sylvia M. Whisenant recorded in Volume 252, at Page 243 of the Real Property Records of Leon County, Texas, **LESS AND EXCEPT** 4.04 acres of land, more or less, part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas, **BEING 69.649 ACRES, MORE OR LESS, IN THE AGGREGATE FOR TRACT 1.**

Tract 2: 4.04 acres of land, more or less, part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Joy Bellush

Joy Bellush

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY §

COUNTY OF Morris §

This instrument was acknowledged before me on this 12 day of July, 2011 by Joy Bellush, a married woman, acting with regard to her sole and separate property.

My Commission Expires:

_____

Notary Public, State of New Jersey

JOHN R. BELLUSH, JR.
A NEW JERSEY ATTORNEY AT LAW

* * *

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 18 day of August, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
My Commission Expires
October 18, 2015

Notary Public, State of Texas

Filed for Record in: Leon County
On: Aug 25,2011 at 12:12P
As a Recordings
Document Number: 00382397
Amount:$ 14.00
Receipt Number: 109172
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County as stamped hereon by me.

Aug 25,2011
Christie Wakefield, County Clerk
Leon County

Doc Bk Vol Pg
00382397 OR 1482 818

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Joy Bellush, a married woman, acting with regard to her sole and separate property, whose address is 30 Gaston Rd, Morristown, NJ 07960, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated July 1, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

73.689 acres of land, more or less, (formerly called 74.5 acres) a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in the following two tracts:

Tract 1: 69.649 acres of land, **more or less**, in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described as 73.689 acres of land, more or less, (formerly called 74.5 acres) more particularly described in a Warranty Deed with Vendor's Lien dated February 17, 1958, from Lela Lanningham and husband, Leonard Lanningham to Maynard D. Whisenant and wife, Sylvia M. Whisenant recorded in Volume 252, at Page 243 of the Real Property Records of Leon County, Texas, **LESS AND EXCEPT** 4.04 acres of land, more or less, part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas, **BEING 69.649 ACRES, MORE OR LESS, IN THE AGGREGATE FOR TRACT 1.**

Tract 2: 4.04 acres of land, more or less, part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Joy Bellush

Joy Bellush

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY §

COUNTY OF Morris §

This instrument was acknowledged before me on this 12 day of July, 2011 by Joy Bellush, a married woman, acting with regard to her sole and separate property.

My Commission Expires:

_____

Notary Public, State of New Jersey

JOHN R. BELLUSH, JR.
A NEW JERSEY ATTORNEY AT LAW

* * *

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 18 day of August, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
My Commission Expires
October 18, 2015

Notary Public, State of Texas

Filed for Record in: Leon County
On: Aug 25,2011 at 12:12P
As a Recordings
Document Number: 00382397
Amount:$ 14.00
Receipt Number: 109172
By, Amy Kaiser

STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Aug 25,2011
Christie Wakefield, County Clerk
Leon County

Doc Bk Vol Pg
00383642 OR 1487 776

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Russell Joseph Stockman and wife, Barbara Lou Stockman, whose address is 2459 White Setttlement Road, Weatherford, TX 76087, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated August 26, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

123.4 acres of land, more or less, a part of the Richard Morris Survey, Abstract 558, Leon County, Texas, more particularly described in a Warranty Deed dated October 16, 1981 from Russell J. Stockman to MEL-BAR, INC., a Texas Corporation recorded in Volume 507, at Page 804 of the Deed Records of Leon County, Texas

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Russell Joseph Stockman

Barbara Lou Stockman

Barbara Lou Stockman

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF PARKER §

This instrument was acknowledged before me on this 7 day of SEPT, 2011 by Russell Joseph Stockman and wife, Barbara Lou Stockman

My Commission Expires:

Robert M Denny
Notary Public, State of Texas

ROBERT M. DENNY
MY COMMISSION EXPIRES
September 28, 2014

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 22 day of SEPTEMBER 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
My Commission Expires
October 18, 2015

Filed for Record in: Leon County
On: Oct 07,2011 at 01:00P
As a Recordings
Document Number: 00383642
Amount:$ 14.00
Receipt Number: 110306
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Oct 07,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Benjamin Baty Jr. and wife, Bonnia Fae Baty, whose address is 2912 Frostwood Circle, Dickinson, TX 77539, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated September 21, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

73.689 acres of land, more or less, (formerly called 74.5 acres) a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in the following two tracts:

Tract 1: 69.649 acres of land, **more or less**, in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described as 73.689 acres of land, more or less, (formerly called 74.5 acres) more particularly described in a Warranty Deed with Vendor's Lien dated February 17, 1958, from Lela Lanningham and husband, Leonard Lanningham to Maynard D. Whisenant and wife, Sylvia M. Whisenant recorded in Volume 252, at Page 243 of the Real Property Records of Leon County, Texas, **LESS AND EXCEPT** 4.04 acres of land, more or less, part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas, **BEING 69.649 ACRES, MORE OR LESS, IN THE AGGREGATE FOR TRACT 1.**

Tract 2: 4.04 acres of land, more or less, part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Ira L. Gustavus et ux Ethie Gustavus to Benjamin Baty Jr. and Bonnia Fae Baty recorded in Volume 366, at Page 265 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Benjamin Baty Jr.

Bonnia Fae Baty

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 26 day of SEPT, 2011 by Benjamin Baty Jr. and wife, Bonnia Fae Baty.

DIANE J. MCDOUGAL
Notary Public, State of Texas
My Commission Expires
October 05, 2011

My Commission Expires:

10-05-2011

Diane J McDougal
Notary Public, State of Texas

* * *

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 7 day of OCTOBER, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
My Commission Expires
October 18, 2015

Notary Public, State of Texas

Filed for Record in: Leon County
On: Oct 28,2011 at 01:38P
As a Recordings
Document Number: 00384064
Amount:$ 14.00
Receipt Number: 110756
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County as stamped hereon by me.

Oct 28,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Clinton Manning and wife, Teresa Manning, whose address is 919 Main Street, Normangee, TX 77871, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated August 18, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

25.8 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in two tracts as follows:

Tract 1: 21.76 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly as Tract One in a Warranty Deed with Vendor's Lien dated December 11, 1993, from L.O. Manning to Clinton Manning recorded in Volume 867, at Page 245 of the Official Records of Leon County, Texas.

Tract 2: 4.04 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty, Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Clinton Manning

Teresa Manning

LESSEE:

Istrouma Resources, Inc.

By: Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 6th day of September, 2011 by Clinton Manning and wife, Teresa Manning.

My Commission Expires:

5-31-2012

LISA DIANE VINCENT
Notary Public, State of Texas
My Commission Expires
May 30, 2012

Notary Public, State of Texas

* * *

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 7 day of October, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
My Commission Expires
October 18, 2015

Notary Public, State of Texas

Filed for Record in: Leon County
On: Oct 28,2011 at 01:39P
As a Recordings
Document Number: 00384065
Amount:$ 14.00
Receipt Number: 110756
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Oct 28,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Lianne Donaho Hayes, a married woman dealing in her sole and separate property,** whose address is **1652 FM 2289, Madisonville, TX 77864**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated January 5, 2012, covering the following land situated in Leon County, State of Texas, to wit:

6.0 acres of land, more or less, a part of the Stephen Lester Survey, Abstract 516, Leon County, Texas, more particularly described in a Warranty Deed dated December 26, 1958, from T. F. Donho, a single man, to Roger L. Donaho and wife, Mary C. Donaho, recorded in Volume 260, at Page 190 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Lianne Donaho Hayes

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Madison §

This instrument was acknowledged before me on this 5th day of January, 2012 by **Lianne Donaho Hayes**.

My Commission Expires: 1/10/15

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 5th day of January, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: 1/10/15

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

Filed for Record in: Leon County
On: Jan 12,2012 at 11:26A
As a Recordings
Document Number: 00385761
Amount:$ 14.00
Receipt Number: 112183
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Jan 12,2012
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Clinton Manning and wife, Teresa Manning, whose address is 919 Main Street, Normangee, TX 77871, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated August 18, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

2.253 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, described in three tracts as follows:

Tract 1: 0.65 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a General Warranty Deed dated December 14, 1994, from Vivian Ann Wheelis to Clinton Van Manning recorded in Volume 895, at Page 138 of the Official Records of Leon County, Texas.

Tract 2: 0.71 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a Warranty Deed with Vendor's Lien dated November 4, 1988, from L. O. Manning and wife, Ruth Manning to Clinton Manning and wife, Teresa A. Manning recorded in Volume 725, at Page 450 of the Official Records of Leon County, Texas.

Tract 3: 0.893 acres of land, **more or less**, (out of 1.18 acres, more or less) a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a Warranty Deed dated August 8, 1997, from Clinton Manning and wife, Teresa Ann Manning to Keith Richard Ehler, a single man, recorded in Volume 973, at Page 597 of the Official Records of Leon County, Texas, **BEING 0.893 ACRES OF LAND IN THE AGGREGATE FOR TRACT 3.**

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Clinton Manning

Teresa Manning

LESSEE:

Istrouma Resources, Inc.

By: J E Hodges
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 16th day of September, 2011 by Clinton Manning and wife, Teresa Manning.

My Commission Expires:

5-31-12

Lisa Vincent
Notary Public, State of Texas

LISA DIANE VINCENT
Notary Public, State of Texas
My Commission Expires
May 30, 2012

* * *

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 24th day of January, 2012 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Daphne Newchurch
Notary Public, State of Texas

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Jan 26,2012 at 11:56A
As a Recordings
Document Number: 00386128
Amount:$ 14.00
Receipt Number: 112482
By: Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Jan 26,2012
Christie Wakefield, County Clerk
Leon County

Doc Bk Vol Pg
00386139 OR 1499 855

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Rodney Jason Laningham, a married man dealing in his sole and separate property,** whose address is **804 W. Montgomery Street, Willis, TX 77378**, as Lessor, and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated November 8, 2011, covering the following land situated in Leon County, State of Texas, to wit:

73.689 acres of land, more or less, (formerly called 74.5 acres) a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in two tracts as follows:

Tract 1: 69.649 acres of land, **more or less**, in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described as 73.689 acres of land, more or less (formerly called 74.5 acres) more particularly described in a Warranty Deed with Vendor's Lien dated February 17, 1958, from Lela Lanningham and husband, Leonard Lanningham to Maynard D. Whisenant and wife, Sylvia M. Whisenant recorded in Volume 252, at Page 243 of the Real Property Records of Leon County, Texas, **LESS AND EXCEPT** 4.04 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas, **BEING 69.649 ACRES, MORE OR LESS, IN THE AGGREGATE FOR TRACT 1**.

Tract 2: 4.04 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Rodney Jason Laningham

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Montgomery §

This instrument was acknowledged before me on this 21 day of December 2011 by **Rodney Jason Laningham**.

My Commission Expires: 1-7-2015 _____ Notary Public

JENNIFER DYE
Notary Public, State of Texas
My Commission Expires
January 07, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 16th day of January, 2011 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____ Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Jan 26,2012 at 11:56A
As a Recordings
Document Number: 00386139
Amount:$ 14.00
Receipt Number: 112482
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jan 26,2012
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Donald Drew Laningham, a single man,** whose address is **804 W. Montgomery Street, Willis, TX 77378**, as Lessor, and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated November 8, 2011, covering the following land situated in Leon County, State of Texas, to wit:

73.689 acres of land, more or less, (formerly called 74.5 acres) a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in two tracts as follows:

Tract 1: 69.649 acres of land, **more or less**, in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described as 73.689 acres of land, more or less (formerly called 74.5 acres) more particularly described in a Warranty Deed with Vendor's Lien dated February 17, 1958, from Lela Lanningham and husband, Leonard Lanningham to Maynard D. Whisenant and wife, Sylvia M. Whisenant recorded in Volume 252, at Page 243 of the Real Property Records of Leon County, Texas, **LESS AND EXCEPT** 4.04 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas, **BEING 69.649 ACRES, MORE OR LESS, IN THE AGGREGATE FOR TRACT 1**.

Tract 2: 4.04 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Donald Drew Laningham

Donald Drew Laningham

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Montgomery §

This instrument was acknowledged before me on this 26 day of December, 2011 by **Donald Drew Laningham**.

My Commission Expires: 10-1-2012

Notary Public

LEANN M. TROMANHAUSER
Notary Public, State of Texas
My Commission Expires
October 01, 2012

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 16th day of January, 2011 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Jan 26,2012 at 11:56A
As a Recordings
Document Number: 00386140
Amount:$ 14.00
Receipt Number: 112482
By, Pat Jalufka

STATE OF TEXAS
COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jan 26,2012
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Robert Jeremy Laningham, a married man dealing in his sole and separate property,** whose address is **804 W. Montgomery Street, Willis, TX 77378**, as Lessor, and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated November 8, 2011, covering the following land situated in Leon County, State of Texas, to wit:

73.689 acres of land, more or less, (formerly called 74.5 acres) a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in two tracts as follows:

Tract 1: 69.649 acres of land, **more or less**, in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described as 73.689 acres of land, more or less (formerly called 74.5 acres) more particularly described in a Warranty Deed with Vendor's Lien dated February 17, 1958, from Lela Lanningham and husband, Leonard Lanningham to Maynard D. Whisenant and wife, Sylvia M. Whisenant recorded in Volume 252, at Page 243 of the Real Property Records of Leon County, Texas, **LESS AND EXCEPT** 4.04 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas, **BEING 69.649 ACRES, MORE OR LESS, IN THE AGGREGATE FOR TRACT 1**.

Tract 2: 4.04 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. etux Bonnia Fae Baty to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Robert Jeremy Laningham

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Montgomery §

This instrument was acknowledged before me on this 13 day of December, 2011 by **Robert Jeremy Laningham**.

My Commission Expires: 9-6-15

Rhonda A Rutherford
Notary Public

RHONDA ELAINE RUTHERFORD
Notary Public, State of Texas
My Commission Expires
September 06, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 16th day of January, 2011 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Jan 26,2012 at 11:56A
As a Recordings
Document Number: 00386141
Amount:$ 14.00
Receipt Number: 112482
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County as stamped hereon by me.

Jan 26,2012
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **William Thomas Donaho and wife, Helen Donaho,** whose address is **P. O. Box 545, Normangee, TX 77871**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated January 9, 2012, covering the following land situated in Leon County, State of Texas, to wit:

2.0 acres of land, more or less, a part of the Stephen Lester Survey, Abstract 516, Leon County, Texas, more particularly described in a Warranty Deed dated June 7, 1996, from Roger L. Donaho and wife, Mary C. Donaho, to William Thomas Donaho and wife, Helen Donaho, recorded in Volume 941, at Page 482 of the Official Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

William Thomas Donaho

Helen Donaho

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Galveston §

This instrument was acknowledged before me on this 12th day of January, 2012 by **William Thomas Donaho**.

My Commission Expires: 1/10/2015

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

State of **Texas** §

County of Leon §

This instrument was acknowledged before me on this 13th day of January, 2012 by **Helen Donaho**.

My Commission Expires: 1/10/2015

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 16th day of January, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: 1/10/2015

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

Filed for Record in: Leon County
On: Jan 26,2012 at 11:56A
As a Recordings
Document Number: 00386156
Amount:$ 14.00
Receipt Number: 112482
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Jan 26,2012
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Lianne Donaho Hayes, a married woman dealing in her sole and separate property,** whose address is **1652 FM 2289, Madisonville, TX 77864**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated January 5, 2012, covering the following land situated in Leon County, State of Texas, to wit:

6.0 acres of land, more or less, a part of the Stephen Lester Survey, Abstract 516, Leon County, Texas, more particularly described in a Warranty Deed dated December 26, 1958, from T. F. Donho, a single man, to Roger L. Donaho and wife, Mary C. Donaho, recorded in Volume 260, at Page 190 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Lianne Donaho Hayes

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Madison §

This instrument was acknowledged before me on this 5th day of January, 2012 by **Lianne Donaho Hayes**.

My Commission Expires: 1/10/15

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 5th day of January, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: 1/10/15

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

Filed for Record in: Leon County
On: Jan 26,2012 at 11:56A
As a Recordings
Document Number: 00386157
Amount:$ 14.00
Receipt Number: 112482
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Jan 26,2012
Christie Wakefield, County Clerk
Leon County

Doc	Bk	Vol	Pg
00387768	OR	1507	294

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Normangee School District,** whose address is **116 Spur 3, Normangee, TX 77871**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated January 25, 2012, covering the following land situated in Leon County, State of Texas, to wit:

52.88 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, described in six tracts as follows:

Tract 1: 18.43 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a General Warranty Deed dated June 14, 1999, from Jo Ann Reichert Bowman to Normangee Independent School District recorded in Volume 1023, at Page 663 of the Official Records of Leon County, Texas.

Tract 2: 15.67 acres of land, **more or less**, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, being a part of 16.2 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, more particularly described in a Deed from J. A. Heath and wife, Inez Heath, to Normangee Independent School District recorded in Volume 209, at Page 43 of the Real Property Records of Leon County, Texas, **LESS AND EXCEPT** 0.53 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a General Warranty Deed dated April 12, 1999, from Normangee Independent School District to First United Pentecostal Church recorded in Volume 1019, at Page 549 of the Official Records of Leon County, Texas, **BEING 15.67 ACRES, MORE OR LESS, IN THE AGGREGATE FOR TRACT 2.**

Tract 3: 15.40 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a General Warranty Deed dated December 17, 2003, from Richard Johnson and Tracy Johnson, husband and wife, to Normangee Independent School District, a body politic, recorded in Volume 1160, at Page 337 of the Real Property Records of Leon County, Texas.

Tract 4: 2.0 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a Warranty Deed with Vendor's Lien dated May 14, 1971, from J. M. Hunt and D. L. Hunt to Normangee Independent School District recorded in Volume 370, at Page 643 of the Real Property Records of Leon County, Texas.

Tract 5: 1.0 acre of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a General Warranty Deed dated January 12, 1971, from J. M. Hunt and D. L. Hunt and wife, Mrs. Eppsie (Epsie) Hunt, to Normangee Independent School District recorded in Volume 367, at Page 337 of the Real Property Records of Leon County, Texas.

Tract 6: 0.38 acre of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described as a part of Lot 28 in a Warranty Deed dated February 22, 2007, from Chris H. Moss and wife, Sylvia Moss, to Normangee Independent School District recorded in Volume 1303, at Page 90 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

2/7/2012

Normangee School District, By Jerry Burger, Its Superintendent

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

Doc	Bk	Vol	Pg
00387768	OR	1507	295

ACKNOWLEDGEMENTS

State of **Texas** §

County of Leon §

This instrument was acknowledged before me on this 7th day of February, 2012 by **Jerry Burger**, Superintendent of Normangee School District.

My Commission Expires: 04-18-2014

Kim W. Greer
Notary Public

Notary Public
KIM W. GREER
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 04-18-2014

State of **Texas** §

County of Borden §

This instrument was acknowledged before me on this 19th day of March, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 26, 2015

Filed for Record in: Leon County
On: Apr 02,2012 at 12:30P
As a Recordings
Document Number: 00387768
Amount: $ 14.00
Receipt Number: 113297
By: Pat Jalufka

STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Apr 02,2012
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Betty K. Smith, a widow,** whose address is **1927 Bethlehem Street, Houston, TX 77018**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated January 26, 2012, covering the following land situated in Leon County, State of Texas, to wit:

3.91 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described as First and Second Tracts in a Warranty Deed dated October 20, 1997, from James Louis Kyle, individually and as Executor of the Estate of Nola Mae Kyle, Deceased, Joe B. Kyle, and Douglas Wayne Kyle, to William A. Smith and wife, Betty K. Smith, recorded in Volume 979, at Page 777 of the Official Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Betty K. Smith

Betty K. Smith

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Harris §

This instrument was acknowledged before me on this 21st day of February, 2012 by **Betty K. Smith**.

My Commission Expires: 3/11/12

Notary Public

DORIS ASCENCIO
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-11-12

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 29th day of March, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Apr 16,2012 at 09:40A
As a Recordings
Document Number: 00388043
Amount:$ 14.00
Receipt Number: 114084
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Apr 16,2012
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Susan Heath, a single woman,** whose address is **108 Any Way Street, Lake Jackson, TX 77566**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated March 20, 2012, covering the following land situated in Leon County, State of Texas, to wit:

207.804 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a Warranty Deed dated May 22, 1981, from Inez B. Heath, Helen Heath and Barbara Anita Heath, to Wayne J. Smith and wife, Sybill M. Smith, recorded in Volume 498, at Page 427 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Susan Heath

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Brazoria §

This instrument was acknowledged before me on this 29th day of March, 2012 by **Susan Heath**.

My Commission Expires: 03/14/2015

Meg York
Notary Public

MEG YORK
Notary Public, State of Texas
My Commission Expires
March 14, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 4th day of April, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Apr 16,2012 at 09:40A
As a Recordings
Document Number: 00388049
Amount:$ 14.00
Receipt Number: 114084
By, Amy Kaiser

STATE OF TEXAS
COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Apr 16,2012
Christie Wakefield, County Clerk
Leon County

Doc Bk Vol Pg
00380600 OR 1474 755

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Keith R. Peterson and wife, Diana C. Peterson, and Thomas A. Dybvig and wife, Cheryl Dybvig, whose address is 14122 Hirschfield, Tomball, TX 77377, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 12, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

73.689 acres of land, more or less, a part of the Nicolas Copeland Survey, Abstract 162, Leon County, Texas, described in two tracts as follows:

Tract 1: 69.649 acres of land, **more or less**, described as 74.5 acres of land, more or less, called 73.689 acres of land, more or less, a part of the Nicolas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated February 17, 1958, from Lela Lanningham and husband, Leonard Lanningham to Maynard D. Whisenant and wife, Sylvia M. Whisenant recorded in Volume 252, at Page 243 of the Real Property Records of Leon County, Texas, **LESS AND EXCEPT** 4.04 acres of land, more or less, a part of the Nicolas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Benjamin Baty Jr. and wife, Bonnia Fae Baty, to Ethie Gustavus and Ira L. Gustavus recorded in Volume 366, at Page 432 of the Real Property Records of Leon County, Texas. **BEING 69.649, MORE OR LESS, IN THE AGGREGATE FOR TRACT 1.**

Tract 2: 4.04 acres of land, more or less, a part of the Nicolas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 10, 1970, from Ira L. Gustavus and wife, Ethie Gustavus, to Benjamin Baty Jr. and wife, Bonnia Baty recorded in Volume 366, at Page 265 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Keith R. Peterson

Diana C. Peterson

Thomas A. Dybvig

Cheryl Dybvig

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF *TEXAS* §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this 12th day of May, 2011 by Keith R. Peterson and wife, Diana C. Peterson.

Lisa M Clay
Notary Public

My Commission Expires: 09-21-2014

LISA M. CLAY
Notary Public, State of Texas
My Commission Expires
September 21, 2014

ACKNOWLEDGEMENTS

STATE OF *TEXAS* §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 12th day of MAY, 2011 by Thomas A. Dybvig and wife, Cheryl Dybvig.

Notary Public

My Commission Expires: 01-20-2013

MARIA R ESPITIA
Notary Public, State of Texas
My Commission Expires
January 20, 2013

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this 12th day of May, 2011 by Keith R. Peterson and wife, Diana C. Peterson.

My Commission Expires:

09-21-2014

Lisa M Clay
Notary Public, State of Texas

LISA M. CLAY
Notary Public, State of Texas
My Commission Expires
September 21, 2014

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this 12th day of May, 2011 by Thomas A. Dybvig and wife, Cheryl Dybvig.

My Commission Expires:

01-20-2013

Notary Public, State of Texas

MARIA R ESPITIA
Notary Public, State of Texas
My Commission Expires
January 20, 2013

* * *

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 23 day of MAY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Filed for Record in: Leon County
On: Jun 01,2011 at 12:12P
As a Recordings
Document Number: 00380600
Amount:$ 18.00
Receipt Number: 107433
By, Amy Kaiser

STATE OF TEXAS
I hereby certify that this instrument was filed on th
date and time stamped hereon by me and was duly recor
in the volume and page of the named records of:
Leon County
as stamped hereon by me.

COUNTY OF LEON

Jun 01,2011
Christie Wakefield, County Clerk
Leon County

Doc Bk Vol Pg
00381038 OR 1476 630

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Derwin Gustavus and wife, Edelweiss Gustavus, whose address is 4213 Cliff Rd., Bryan, TX 77808, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated April 27, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

21.76 acres of land, more or less, lying and being situated in the Nicholas Copeland Survey, A-162, Leon County, Texas, and being more particularly described as all of Tract 1, in that certain Warranty Deed with Vendor's Lien dated December 11, 1993, from L. O. Manning to Clinton Manning and recorded in Volume 867, Page 245, of the Official Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Derwin Gustavus

Derwin Gustavus

Edelweiss Gustavus

Edelweiss Gustavus

LESSEE:

Istrouma Resources, Inc.

By: TE Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 23 day of May, 2011 by Derwin Gustavus and wife, Edelweiss Gustavus.

My Commission Expires:

~~EBJ~~ 01-07-2015

Elizabeth B. Johnson
Notary Public, State of Texas

ELIZABETH B. JOHNSON
MY COMMISSION EXPIRES
January 7, 2015

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 23 day of May, 2011 by

My Commission Expires:

01-07-2015

Elizabeth B. Johnson
Notary Public, State of Texas

ELIZABETH B. JOHNSON
MY COMMISSION EXPIRES
January 7, 2015

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 7 day of JUNE, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Filed for Record in: Leon County
On: Jun 22,2011 at 12:24P
As a Recordings
Document Number: 00381038
Amount:$ 14.00
Receipt Number: 107860
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorde in the volume and page of the named records of: Leon County as stamped hereon by me.

Jun 22,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Eunice S. Hibbeler (aka Eunice Sharp), whose address is 2345 Manor Dr. Apt 30, Bryan, TX 77802, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated April 27, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

21.76 acres of land, more or less, lying and being situated in the Nicholas Copeland Survey, A-162, Leon County, Texas, and being more particularly described as all of Tract 1, in that certain Warranty Deed with Vendor's Lien dated December 11, 1993, from L. O. Manning to Clinton Manning and recorded in Volume 867, Page 245, of the Official Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Roger Wayne Sharp

Eunice S. Hibbeler (aka Eunice Sharp) by Roger Wayne Sharp, her attorney in fact

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Dallas §

COLLEEN M EVANS
My Commission Expires
December 31, 2014

This instrument was acknowledged before me on this 29 day of June, 2011 by by Roger Wayne Sharp as attorney in fact for Eunice S. Hibbeler (aka Eunice Sharp).

My Commission Expires:

12.31.14

Colleen M. Evans
Notary Public, State of Texas

* * *

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 5 day of JULY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381410
Amount:$ 14.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Carilyn Pennington, a married woman, dealing in her sole and separate property, as Lessor, whose address is 134 Knollwood Lane, Livingston, Texas 77351, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 20th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

100 acres of land, more or less, out of and part of the B. F. Whitaker Survey, A-31, Leon County, Texas and being the same land more particularly described in that certain Warranty Deed dated August 5, 1955 from Ernest Frankfurt to L. C. Funderburg, recorded in Volume 231, Page 91 of the Deed Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Carilyn Pennington

Carilyn Pennington

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Polk §

This instrument was acknowledged before me on this 9 day of June, 2011 by Carilyn Pennington.

My Commission Expires:
12/27/11

Barbara A Smith
Notary Public, State of Texas

BARBARA A. SMITH
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 12-27-2011

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 27 day of JUNE, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc 00381422 Bk OR Vol 1478 Pg 535

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381422
Amount:$ 10.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

Doc 00381424 Bk OR Vol 1478 Pg 538

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Marguerite Aline Meeks, a married woman, dealing in her sole and separate property, as Lessor, whose address is 3053 Rotan Lane, Dallas, Texas 75229, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 20th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

100 acres of land, more or less, out of and part of the B. F. Whitaker Survey, A-31, Leon County, Texas and being the same land more particularly described in that certain Warranty Deed dated August 5, 1955 from Ernest Frankfurt to L. C. Funderburg, recorded in Volume 231, Page 91 of the Deed Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:
Marguerite Aline Meeks
Marguerite Aline Meeks

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF ~~DALLAS~~ Tarrant §

This instrument was acknowledged before me on this 9th day of June, 2011 by Marguerite Aline Meeks.

My Commission Expires:
4/25/2012

JOAQUINA A. BETHANY
Notary Public, State of Texas
My Commission Expires
April 25, 2012

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 23 day of JUNE, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc 00381424 Bk OR Vol 1478 Pg 539

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381424
Amount:$ 10.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

Doc 00381429 Bk OR Vol 1478 Pg 548

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Zela E. Hodges, individually, and as Trustee of the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust, whose address is 3902 Tanglewood Dr., Bryan, TX 77802, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated April 27, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

21.76 acres of land, more or less, lying and being situated in the Nicholas Copeland Survey, A-162, Leon County, Texas, and being more particularly described as all of Tract 1, in that certain Warranty Deed with Vendor's Lien dated December 11, 1993, from L. O. Manning to Clinton Manning and recorded in Volume 867, Page 245, of the Official Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Zela E. Hodges

Zela E. Hodges, individually, and as Trustee of the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 7 day of June, 2011 by Zela E. Hodges, individually, and as Trustee of the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust.

My Commission Expires:

2-6-15

Norma Munoz
Notary Public, State of Texas

NORMA MUNOZ
Notary Public, State of Texas
My Commission Expires 02-06-2015

* * *

STATE OF TEXAS §

COUNTY OF ~~BRAZOS~~ §

This instrument was acknowledged before me on this 23 day of JUNE, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381429
Amount:$ 14.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

7a

File No. MF 115444
Adjacent Lease schedule

Date Filed: 6-14-13
Jerry E. Patterson, Commissioner

By SSD

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

Producers 88 (7-69) Paid Up
With 640 Acres Pooling Provision

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P.O. Box 683046, Houston, Texas 77268-3046, (713) 552-9797

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 5th day of April , 2006, between
William T. Hooper, Jr.

Lessor (whether one or more), whose address is: P.O. Box 1692 Conroe, Texas, 77305

and TERRA SOURCE, LLC P. O. Box 4394, Bryan, Texas 77805
Lessee, WITNESSETH:

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

572.84 acres, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendor's Lien dated December 28, 1978, from W.T. Hooper, to Sierra Energy Corporation as recorded in Volume 226 Page 848, of the Official Deed Records of Madison County, Texas.

SEE EXHIBIT " A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and **(a)** owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or **(b)** as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 572.84 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

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

3. As royalty, Lessee covenants and agrees: **(a)** To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; **(b)** To pay Lessor on gas and casinghead gas produced from said land **(1)** when sold by Lessee, one-eighth of the amount realized by Lessee, computed at the mouth of the well, or **(2)** when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; **(c)** To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at Pay to Lessor at above address , or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: **(1)** gas, other than casinghead gas, **(2)** liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, **(3)** minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty

which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

6. Whenever used in this lease the 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

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

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

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

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

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

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

William T. Hooper Jr.	
LESSOR William T. Hooper, Jr. SS. OR TAX I.D. NO.	LESSOR SS. OR TAX I.D. NO.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Montgomery
This instrument was acknowledged before me on the 5th day of April, 2006, by William T. Hooper Jr.

RON EMMERT
Notary Public, State of Texas
My Commission Expires
December 10, 2008

Ron Emmert
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

ACKNOWLEDGMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 5, 2006 BY AND BETWEEN WILLIAM T. HOOPER, JR., AS LESSOR, AND TERRA SOURCE, LLC, AS LESSEE.

12. It is understood and agreed that iron ore, coal, lignite and gravel, sand, clay or any other hard minerals are excepted from this lease and reserved to Lessor herein.

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

14. It is agreed and understood that wherever the words and fraction "one-eighth" ($1/8^{th}$) appear in Paragraph 3 herein, the words and fraction "one-fifth" (1/5th) shall be substituted therefore.

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

16. 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.

17. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

SIGNED FOR IDENTIFICATION:

William T. Hooper, Jr.
William T. Hooper, Jr.

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED

AT 10:45 O'CLOCK A M.

ON THE 26th DAY OF July

A.D. 2006.

Charlotte Barrett

COUNTY CLERK, MADISON CO., TEXAS

BY Anna Mae Eubank DEPUTY

Anna Mae Eubank

STATE OF TEXAS

COUNTY OF MADISON

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

Charlotte Barrett

County Clerk, Madison County, Texas

VOL. 823 PAGE 151

RECORDED 7-31-06

Stephen D Holstead

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.

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P.O. Box 683046, Houston, Texas 77268-3046, (713) 552-9797

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 5th day of April , 2006 between
David N. Hooper

Lessor (whether one or more), whose address is: P.O. Box 934 Conroe Texas 77305

and TERRA SOURCE, LLC P. O. Box 4394, Bryan, Texas 77805
Lessee, WITNESSETH:

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

572.84 acres, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendor's Lien dated December 28, 1978, from W.T. Hooper, to Sierra Energy Corporation as recorded in Volume 226 Page 848, of the Official Deed Records of Madison County, Texas.

SEE EXHIBIT " A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 572.84 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

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

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at Pay to Lessor at above address , or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty

which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

6. Whenever used in this lease the 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

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

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

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

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

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

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

David N. Hooper
LESSOR David N. Hooper SS. OR TAX I.D. NO.

LESSOR SS. OR TAX I.D. NO.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Montgomery
This instrument was acknowledged before me on the 7th day of April, 2006, by David N. Hooper

Ron Emmert
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

RON EMMERT
Notary Public, State of Texas
My Commission Expires
December 10, 2008

ACKNOWLEDGMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , , by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

©POUND PRINTING COMPANY

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 5, 2006 BY AND BETWEEN DAVID N. HOOPER, AS LESSOR, AND TERRA SOURCE, LLC, AS LESSEE.

12. It is understood and agreed that iron ore, coal, lignite and gravel, sand, clay or any other hard minerals are excepted from this lease and reserved to Lessor herein.

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

14. It is agreed and understood that wherever the words and fraction "one-eighth" ($1/8^{th}$) appear in Paragraph 3 herein, the words and fraction "one-fifth" (1/5th) shall be substituted therefore.

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

16. 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.

17. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

SIGNED FOR IDENTIFICATION:

David N. Hooper

David N. Hooper

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED

AT 10:45 O'CLOCK A M.

ON THE 26th DAY OF July

A.D. 2006.

Charlotte Barrett

COUNTY CLERK, MADISON CO., TEXAS

BY Anna Mae Eubank DEPUTY

Anna Mae Eubank

STATE OF TEXAS

COUNTY OF MADISON

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

Charlotte Barrett

County Clerk, Madison County, Texas

VOL. 823 PAGE 147

RECORDED 7-31-06

Stephen D Holstead

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

Producers 88 (7-69) Paid Up
With 640 Acres Pooling Provision

©POUND PRINTING COMPANY
P.O. Box 683046, Houston, Texas 77268-3046, (713) 552-9797

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 5th day of April , 2006, between
Laurie Hooper Groeschel

Lessor (whether one or more), whose address is: 903 Longmire Road Conroe, Texas, 77304

and TERRA SOURCE, LLC P. O. Box 4394, Bryan, Texas 77805
Lessee, WITNESSETH:

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

572.84 acres, more or less, situated in the Isaac Votaw Survey, A-33, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendor's Lien dated December 28, 1978, from W.T. Hooper, to Sierra Energy Corporation as recorded in Volume 226 Page 848, of the Official Deed Records of Madison County, Texas.

SEE EXHIBIT " A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and **(a)** owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or **(b)** as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 572.84 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

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

3. As royalty, Lessee covenants and agrees: **(a)** To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; **(b)** To pay Lessor on gas and casinghead gas produced from said land **(1)** when sold by Lessee, one-eighth of the amount realized by Lessee, computed at the mouth of the well, or **(2)** when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; **(c)** To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at Pay to Lessor at above address , or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: **(1)** gas, other than casinghead gas, **(2)** liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, **(3)** minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty

which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

6. Whenever used in this lease the 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

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

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

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

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

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

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

Laurie Hooper Groeschel 455-76-5194

LESSOR Laurie Hooper Groeschel SS. OR TAX I.D. NO.

LESSOR SS. OR TAX I.D. NO.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Montgomery
This instrument was acknowledged before me on the 6th day of April, 2006, by Laurie Hooper Groeschel

Ron Emmert

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

RON EMMERT
Notary Public, State of Texas
My Commission Expires
December 10, 2008

ACKNOWLEDGMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

©POUND PRINTING COMPANY

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED APRIL 5, 2006 BY AND BETWEEN LAURIE HOOPER GROESCHEL, AS LESSOR, AND TERRA SOURCE, LLC, AS LESSEE.

12. It is understood and agreed that iron ore, coal, lignite and gravel, sand, clay or any other hard minerals are excepted from this lease and reserved to Lessor herein.

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

14. It is agreed and understood that wherever the words and fraction "one-eighth" (1/8th) appear in Paragraph 3 herein, the words and fraction "one-fifth" (1/5th) shall be substituted therefore.

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

16. 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.

17. The rights of either party may be assigned in whole or in part, but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all.

SIGNED FOR IDENTIFICATION:

Laurie Hooper Groeschel

Laurie Hooper Groeschel

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED

AT 10:45 O'CLOCK A M.

ON THE 26th DAY OF July

A.D. 2006.

Charlotte Barrett

COUNTY CLERK, MADISON CO., TEXAS

BY Anna Mae Eubank DEPUTY

Anna Mae Eubank

STATE OF TEXAS

COUNTY OF MADISON

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

Charlotte Barrett

County Clerk, Madison County, Texas

VOL. 823 PAGE 118

RECORDED 7-31-06

Stephen D Holstead

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Barbara A. Heath AKA Barbara Anita Heath, a married woman dealing in her sole and separate property,** whose address is **28 Village View Road, Westford, MA 01886**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated March 20, 2012, covering the following land situated in Leon County, State of Texas, to wit:

207.804 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a Warranty Deed dated May 22, 1981, from Inez B. Heath, Helen Heath and Barbara Anita Heath, to Wayne J. Smith and wife, Sybill M. Smith, recorded in Volume 498, at Page 427 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Barbara A. Heath AKA Barbara Anita Heath

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Massachusetts** §

County of middlesex §

This instrument was acknowledged before me on this 9 day of April, 2012 by **Barbara A. Heath AKA Barbara Anita Heath**.

My Commission Expires: march 15, 2013

Notary Public

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 18th day of april, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Apr 26,2012 at 11:09A
As a Recordings
Document Number: 00388373
Amount:$ 14.00
Receipt Number: 114311
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Apr 26,2012
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Kay Heath, a single woman,** whose address is **124 Fairview Avenue, Decatur, GA 30030**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated March 20, 2012, covering the following land situated in Leon County, State of Texas, to wit:

207.804 acres of land, more or less, a part of the B. F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described in a Warranty Deed dated May 22, 1981, from Inez B. Heath, Helen Heath and Barbara Anita Heath, to Wayne J. Smith and wife, Sybill M. Smith, recorded in Volume 498, at Page 427 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Kay Heath

Kay Heath

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

State of **Georgia** §

County of DEKALB §

This instrument was acknowledged before me on this 1st day of APRIL, ~~2012 by~~ **Kay Heath**.

My Commission Expires: 05/13/2014

Victoria A. [illegible]
Notary Public

[illegible] A. MILLER
[illegible] COUNTY
[illegible] GEORGIA
My Commission Expires May 13, 2014

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 18th day of April, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Apr 26,2012 at 11:09A
As a Recordings
Document Number: 00388374
Amount:$ 14.00
Receipt Number: 114311
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Apr 26,2012
Christie Wakefield, County Clerk
Leon County

Doc Bk Vol Pg
00389802 OR 1516 574

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Derwin Gustavus and wife, Edelweiss Gustavus,** whose address is **4213 Cliff Road, Bryan, TX 77808**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated April 10, 2012, effective date, July 18, 2012, covering the following land situated in Leon County, State of Texas, to wit:

144.018 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in three tracts as follows:

Tract 1: 48.006 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 8, 1988, from Eunice Sharp and Emmett Sharp and Zela Hodges and Lowell Hodges to Edelweiss Gustavus and Derwin I. Gustavus recorded in Volume 727, at Page 139 of the Official Records of Leon County, Texas.

Tract 2: 48.006 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 8, 1988, from Zela Hodges and Lowell Hodges and Edelweiss Gustavus and Derwin I. Gustavus to Eunice Sharp and Emmett Sharp recorded in Volume 727, at Page 143 of the Official Records of Leon County, Texas.

Tract 3: 48.006 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 8, 1988, from Eunice Sharp and Emmett Sharp and Edelweiss Gustavus and Derwin I. Gustavus to Zela Hodges and Lowell Hodges recorded in Volume 727, at Page 147 of the Official Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides Lessee's rights are subordinate to any valid, prior existing Oil, Gas and Mineral Lease affecting the herein leased lands, particularly, that certain Oil, Gas and Mineral Lease dated July 17, 2007 between Derwin Gustavus and wife, Edelweiss Gustavus as Lessor, and Chesapeake Exploration, L.L.C., as Lessee, recorded in Volume 1325, Page 897 of the Real Property Records of Leon, Texas, herein referred to and therein defined as "Base Lease".

2. The Lease becomes effective upon the expiration, termination or release of the Base Lease, provided however, in the event the Base Lease has not expired, terminated or been released within two years from July 18, 2012, the Lease shall terminate and be of no further force or effect. Should the Base Lease expire under its own terms as to the hereinabove described lands at the expiration of its primary term, the effective date of this lease shall be July 18, 2012, provided that if the Base Lease should be found for any reason to be ineffective or void, the Effective Date of this lease shall be April 10, 2012.

3. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

4. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Derwin Gustavus

Derwin Gustavus

Edelweiss Gustavus

Edelweiss Gustavus

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

Doc 00389802 | Bk OR | Vol 1516 | Pg 575

ACKNOWLEDGEMENTS

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 24 day of May, 2012 by **Derwin Gustavus**.

My Commission Expires: _____

CLARICE H ROARK
My Commission Expires
January 11, 2016

Clarice H. Roark
Notary Public

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 24 day of May, 2012 by **Edelweiss Gustavus**.

My Commission Expires: _____

CLARICE H ROARK
My Commission Expires
January 11, 2016

Clarice H Roark
Notary Public

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 24th day of May, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Jun 21,2012 at 01:20P
As a Recordings
Document Number: 00389802
Amount: 14.00
Receipt Number: 115347
By: Pat Jalufka

STATE OF TEXAS
COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jun 21,2012
Christie Wakefield, County Clerk
Leon County

Doc Bk Vol Pg
00389803 OR 1516 576

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Zela E. Hodges, individually and as Trustee for the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust,** whose address is **3902 Tanglewood Drive, Bryan, TX 77802**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated April 10, 2012, effective date, July 18, 2012, covering the following land situated in Leon County, State of Texas, to wit:

144.018 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in three tracts as follows:

Tract 1: 48.006 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 8, 1988, from Eunice Sharp and Emmett Sharp and Zela Hodges and Lowell Hodges to Edelweiss Gustavus and Derwin I. Gustavus recorded in Volume 727, at Page 139 of the Official Records of Leon County, Texas.

Tract 2: 48.006 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 8, 1988, from Zela Hodges and Lowell Hodges and Edelweiss Gustavus and Derwin I. Gustavus to Eunice Sharp and Emmett Sharp recorded in Volume 727, at Page 143 of the Official Records of Leon County, Texas.

Tract 3: 48.006 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 8, 1988, from Eunice Sharp and Emmett Sharp and Edelweiss Gustavus and Derwin I. Gustavus to Zela Hodges and Lowell Hodges recorded in Volume 727, at Page 147 of the Official Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides Lessee's rights are subordinate to any valid, prior existing Oil, Gas and Mineral Lease affecting the herein leased lands, particularly, that certain Oil, Gas and Mineral Lease dated July 17, 2007 between Zela E. Hodges, Individually and as Trustee of the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust as Lessor, and Chesapeake Exploration, L.L.C., as Lessee, recorded in Volume 1325, Page 891 of the Real Property Records of Leon, Texas, herein referred to and therein defined as "Base Lease".

2. The Lease becomes effective upon the expiration, termination or release of the Base Lease, provided however, in the event the Base Lease has not expired, terminated or been released within two years from July 18, 2012, the Lease shall terminate and be of no further force or effect. Should the Base Lease expire under its own terms as to the hereinabove described lands at the expiration of its primary term, the effective date of this lease shall be July 18, 2012, provided that if the Base Lease should be found for any reason to be ineffective or void, the Effective Date of this lease shall be April 10, 2012.

3. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

4. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Zela E. Hodges

Zela E. Hodges, individually and as Trustee for Lowell T. Hodges and Zela E. Hodges Revocable Living Trust

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 24 day of May, 2012 by **Zela E. Hodges**, individually and as Trustee for Lowell T. Hodges and Zela E. Hodges Revocable Living Trust.

My Commission Expires: _____

Clarice H. Roark
Notary Public

State of Texas §

County of Brazos §

This instrument was acknowledged before me on this 24th day of May, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

Filed for Record in: Leon County
On: Jun 21,2012 at 01:20P
As a Recordings
Document Number: 00389803
Amount:$ 14.00
Receipt Number: 115347
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County
as stamped hereon by me.

Jun 21,2012
Christie Wakefield, County Clerk
Leon County

Doc Bk Vol Pg
00390119 OR 1517 752

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Wayne Sharp Co-Trustee of the John H. Hibbeler and Eunice S. Hibbeler Revocable Living Trust,** whose address is **7406 Spring Meadow Lane, Garland, TX 75044**, **Jerry N. Hibbeler Co-Trustee of the John H. Hibbeler and Eunice S. Hibbeler Revocable Living Trust,** whose address is **7406 Spring Meadow Lane, Garland, TX 75044**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated April 10, 2012, effective date, July 18, 2012, covering the following land situated in Leon County, State of Texas, to wit:

144.018 acres of land, more or less, in the Nicholas Copeland Survey, A-162, Leon County, Texas.

See Exhibit "A" attached hereto and made a part hereof, for a complete list of tracts and descriptions.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides Lessee's rights are subordinate to any valid, prior existing Oil, Gas and Mineral Lease affecting the herein leased lands, particularly, that certain Oil, Gas and Mineral Lease dated July 17, 2007 between Eunice S. Hibbeler, AKA Eunice Sharp, Individually and as Trustee of the John H. Hibbeler and Eunice S. Hibbeler Revocable Living Trust as Lessor, and Chesapeake Exploration, L.L.C., as Lessee, recorded in Volume 1325, Page 885 of the Real Property Records of Leon, Texas, herein referred to and therein defined as "Base Lease".

2. The Lease becomes effective upon the expiration, termination or release of the Base Lease, provided however, in the event the Base Lease has not expired, terminated or been released within two years from July 18, 2012, the Lease shall terminate and be of no further force or effect. Should the Base Lease expire under its own terms as to the hereinabove described lands at the expiration of its primary term, the effective date of this lease shall be July 18, 2012, provided that if the Base Lease should be found for any reason to be ineffective or void, the Effective Date of this lease shall be April 10, 2012.

3. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

4. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Wayne Sharp, Co-Trustee of John H. Hibbeler and Eunice S. Hibbeler Revocable Living Trust

Jerry N. Hibbeler, Co-Trustee of John H. Hibbeler and Eunice S. Hibbeler Revocable Living Trust

LESSEE:

Istrouma Resources, Inc.

By: Thomas E. Hodges, Jr.

Its: President

Doc 00390119 Bk OR Vol 1517 Pg 753

ACKNOWLEDGEMENTS

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 24 day of May, 2012 by **Wayne Sharp**, Co-Trustee of John H. Hibbeler and Eunice S. Hibbeler Revocable Living Trust.

My Commission Expires: CLARICE H ROARK My Commission Expires January 11, 2016

Clarice H. Roark
Notary Public

State of **Texas** §

County of Harris §

This instrument was acknowledged before me on this 29th day of May, 2012 by **Jerry N. Hibbeler**, Co-Trustee of John H. Hibbeler and Eunice S. Hibbeler Revocable Living Trust.

My Commission Expires: CECILIA LOPEZ LOZANO Notary Public, State of Texas My Commission Expires October 23, 2014

Cecilia Lopez Lozano
Notary Public

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 2nd day of July, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: DAPHNE NEWCHURCH MY COMMISSION EXPIRES August 25, 2015

Daphne Newchurch
Notary Public

Renée Marenchin 5/29/12
RENÉE MARENCHIN
WITNESS

5/29/2012
JAMES R. LANDRUM
WITNESS

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF OIL AND GAS LEASE DATED APRIL 10, 2012, EFFECTIVE DATE, JULY 18, 2012, BETWEEN WAYNE SHARP CO-TRUSTEE OF THE JOHN H. HIBBELER AND EUNICE S. HIBBELER REVOCABLE LIVING TRUST, JERRY N. HIBBELER CO-TRUSTEE OF THE JOHN H. HIBBELER AND EUNICE S. HIBBELER REVOCABLE LIVING TRUST, AS LESSOR(S), AND ISTROUMA RESOURCES, INC., AS LESSEE, COVERING 144.018 ACRES OF LAND, MORE OR LESS, IN THE NICHOLAS COPELAND SURVEY, A-162, LEON COUNTY, TEXAS.

144.018 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, described in three tracts as follows:

Tract 1: 48.006 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 8, 1988, from Eunice Sharp and Emmett Sharp and Zela Hodges and Lowell Hodges to Edelweiss Gustavus and Derwin I. Gustavus recorded in Volume 727, at Page 139 of the Official Records of Leon County, Texas.

Tract 2: 48.006 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 8, 1988, from Zela Hodges and Lowell Hodges and Edelweiss Gustavus and Derwin I. Gustavus to Eunice Sharp and Emmett Sharp recorded in Volume 727, at Page 143 of the Official Records of Leon County, Texas.

Tract 3: 48.006 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described in a Warranty Deed dated December 8, 1988, from Eunice Sharp and Emmett Sharp and Edelweiss Gustavus and Derwin I. Gustavus to Zela Hodges and Lowell Hodges recorded in Volume 727, at Page 147 of the Official Records of Leon County, Texas.

Filed for Record in: Leon County
On: Jul 03,2012 at 01:34P
As a Recordings
Document Number: 00390119
Amount:$ 18.00
Receipt Number: 115551
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County as stamped hereon by me.

Jul 03,2012
Christie Wakefield, County Clerk
Leon County

Doc Bk Vol Pg
00390698 OR 1520 544

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

RATIFICATION OF LEASE

THE STATE OF TEXAS

COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, heretofore, under date of July 1, 2009, Brenda Bailey and John A. Babin, as Lessor, (whether one or more) did execute and deliver to East Texas Oil & Gas, LLC, a Paid-Up Oil, Gas and Mineral Lease, said Paid-Up Oil, Gas and Mineral Lease is recorded in Volume 1408, Page 198 of the Deed Records of Leon County, Texas, covering 47.0744 acres, more or less, and being more fully described in said lease.

WHEREAS, the Lease and all rights and privileges thereunder are owned and held by East Texas Oil & Gas, LLC, whose address is 100 Independence Place, Suite 300, Tyler, TX 75703; and

NOW, THEREFORE, in consideration of the premises and One Dollar ($1.00) and other valuable considerations all cash to us in hand paid by East Texas Oil & Gas, LLC, the receipt of which is hereby acknowledged and confessed, we, lessor, (whether one or more) do hereby adopt, ratify and confirm said lease in all of its terms and provisions, and do hereby lease, grant, demise and let said land and premises unto the said East Texas Oil & Gas, LLC, in accordance with all of the terms and provisions of said lease as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same in our own proper person. And we do hereby agree and declare that said lease in all of its terms and provisions is binding upon me and is a valid and subsisting Paid-Up Oil & Gas and Mineral Lease.

WITNESS our hands and seals this the 19th day June, 2012.

X Wayne J. Smith

Wayne J. Smith
11914 Trickey Road
Houston, TX 77040

X Sybill M. Smith

Sybill Smith
11914 Trickey Road
Houston, TX 77040

STATE OF TEXAS)

COUNTY OF X Harris)

This instrument was acknowledged before me this X 19th day of X June, 2012, by Wayne J. Smith and Sybill Smith.

My Commission Expires: X 08-30-2013 X Sandra C. Michna Notary Public

SANDRA C. MICHNA
Notary Public, State of Texas
My Commission Expires
August 30, 2013

Doc 00390698 Bk OR Vol 1520 Pg 545

Filed for Record in: Leon County
On: Jul 26,2012 at 09:25A
As a Recordings
Document Number: 00390698
Amount:$ 10.00
Receipt Number: 116002
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 26,2012
Christie Wakefield, County Clerk
Leon County

Doc 00390901 Bk OR Vol 1521 Pg 633

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF ~~BRAZOS~~ **LEON** §

WHEREAS, Sandra Kaye Burns, dealing in sole and separate property, whose address is 4141 Mendenhall Drive, Dallas, TX 75244-7302, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated June 5, 2012, covering the following described land situated in Leon County, State of Texas, to wit:

194.2 acres of land, more or less, a part of the Richard Morris Survey, A-558, Leon County, Texas, described in two tracts as follows:

Tract 1: 110.3 acres of land, more or less, a part of the Richard Morris Survey, A-558, Leon County, Texas, more particularly described in a Warranty Deed dated February 21, 1959, from Clyde W. Burns to Muriel Burns Wood recorded in Volume 260, at Page 295 of the Real Property Records of Leon County, Texas.

Tract 2: 83.9 acres of land, more or less, a part of the Richard Morris Survey, A-558, Leon County, Texas, being a part of 123.4 acres of land, more or less, a part of the Richard Morris Survey, A-558, Leon County, Texas, more particularly described in a Warranty Deed dated October 16, 1981, from Russell J. Stockman to Mel-Bar Inc., a Texas Corporation, recorded in Volume 507, at Page 804 of the Real Property Records of Leon County, Texas, LESS AND EXCEPT the North 39.5 acres of land thereof, and comprising 83.9 acres of land in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Sandra Kaye Burns

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

Doc 00390901 | Bk OR | Vol 1521 | Pg 634

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on this 29 day of June, 2012 by Sandra Kaye Burns.

My Commission Expires:

CLARICE H ROARK
My Commission Expires
January 11, 2016

Clarice H Roark
Notary Public, State of Texas

* * *

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 10th day of July, 2012 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

_____

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Daphne Newchurch
Notary Public, State of Texas

Filed for Record in: Leon County
On: Aug 02,2012 at 01:35P
As a Recordings
Document Number: 00390901
Amount:$ 14.00
Receipt Number: 116153
By: Amy Kaiser

STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

COUNTY OF LEON

Aug 02,2012
Christie Wakefield, County Clerk
Leon County

8972
PROD 88
(1994-10/03)

PAID UP OIL AND GAS LEASE

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

THIS LEASE AGREEMENT is made as of June 5, 2012 between **Sandra Kaye Burns, dealing in sole and separate property, whose address is 4141 Mendenhall Drive, Dallas, TX 75244-7302, as Lessor**, and **Istrouma Resources, Inc., whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 as Lessee**. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** 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:

194.2 acres of land, more or less, a part of the Richard Morris Survey, A-558, Leon County, Texas, described in two tracts as follows:

Tract 1: 110.3 acres of land, more or less, a part of the Richard Morris Survey, A-558, Leon County, Texas, more particularly described in a Warranty Deed dated February 21, 1959, from Clyde W. Burns to Muriel Burns Wood recorded in Volume 260, at Page 295 of the Real Property Records of Leon County, Texas.

Tract 2: 83.9 acres of land, more or less, a part of the Richard Morris Survey, A-558, Leon County, Texas, being a part of 123.4 acres of land, more or less, a part of the Richard Morris Survey, A-558, Leon County, Texas, more particularly described in a Warranty Deed dated October 16, 1981, from Russell J. Stockman to Mel-Bar Inc., a Texas Corporation, recorded in Volume 507, at Page 804 of the Real Property Records of Leon County, Texas, LESS AND EXCEPT the North 39.5 acres of land thereof, and comprising 83.9 acres of land in the aggregate.

See Exhibit A attached hereto and made a part hereof for additional paragraphs.

In the County of **Leon,** State of **Texas,** containing **194.2** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coalbed methane 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 shut-in royalty payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **One Fourth (1/4)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **One Fourth (1/4)** of the proceeds realized by Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Shut-in Payment.** All shut-in royalty payments under this lease shall be paid or tendered directly to Lessor at the above address, or its successors, regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor by deposit in the U.S. Mails in a stamped envelope addressed to the Lessor at the last address known to Lessee shall constitute proper payment.

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

6. **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 prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the forgoing, 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 an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production 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 gross 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 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. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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

8. **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 at the address designated above. If at any time two or more persons are entitled to shut-in royalties hereunder. Lessee may pay or tender such shut-in royalties to such persons, either jointly, or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **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.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands 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.

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.

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)

Sandra Kaye Burns

ACKNOWLEDGEMENTS

STATE OF *TEXAS* §

§

COUNTY OF Dallas §

This instrument was acknowledged before me on this 29 day of June, 2012 by Sandra Kaye Burns.

Clarice H. Roark
Notary Public

My Commission Expires:

CLARICE H ROARK
My Commission Expires
January 11, 2016

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED JUNE 5, 2012, BETWEEN SANDRA KAYE BURNS, DEALING IN SOLE AND SEPARATE PROPERTY, AS LESSOR, AND, ISTROUMA RESOURCES, INC., AS LESSEE, COVERING 194.2 ACRES OF LAND, MORE OR LESS, IN THE RICHARD MORRIS SURVEY, ABSTRACT 558, LEON COUNTY, TEXAS.

The following agreement and provisions shall supersede and govern the provisions in the foregoing thirteen (13) paragraphs of this Oil and Gas lease and shall inure to the benefit of, and being binding upon the parties hereto and their respective heirs, representatives, successor and assigns.

14. OIL AND GAS ONLY: It is specifically understood and agreed that this lease covers oil and gas only as may be necessarily and incidentally produced through the well bore. The term "oil" shall mean and refer to any hydrocarbons produced from the leased premises, regardless of gravity, capable of being produced in liquid form at the well by ordinary production methods including without limitation condensate, distillate and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment on the premises. The term "gas" shall mean and refer to all natural gas produced from the leased premises (including casinghead gas) and all of its constituent elements, including but not limited to sulfur contained in the gas, and natural gasoline, condensate, distillate, butanes, propanes, and other hydrocarbons condensed, absorbed, or separated out of or from the gas after it leaves the premises, including without limitation casinghead gas and flared or vented gas. Lessor excepts from this lease and reserves all coal, lignite, uranium and all other minerals of every kind and character in, on and under the leased premises, together with all rights pertaining thereto.

15. NET MINERAL ACRES: If a title opinion is procured by Lessee or accepted by Lessee on any of the above described lands, and said opinion reveals Lessor to have ownership of more net mineral acres than paid under this lease, then said additional net mineral acres shall be covered by this lease, under the same terms as provided herein, and Lessee shall pay to Lessor for said additional net mineral acres bonus of one thousand dollars ($1,000) per net mineral acre as is currently being paid to Lessor at the execution of this lease. It was discovered that she has less net mineral acres than originally thought, making her bonus per net mineral acre $1,149.06.

16. TERMINATION OF LEASE: Lessee agrees to furnish Lessor, within thirty (30) days after the termination of this lease, a duly executed and acknowledged instrument releasing or evidencing the termination of this lease as to all of the leased premises.

17. ROYALTY: The royalty shall be twenty-five percent (25%) of all Oil and/or Gas and other hydrocarbons and their by-products that are produced and/or saved under this lease, same to be delivered at the well or to the credit of Lessor. If Lessor elects not to take delivery at the well, then Lessee shall sell such production at the market price, and the royalty shall be twenty-five percent (25%) of such market price, plus any premium. In that event, such market price shall be determined by the highest price including premium, if any, reasonably obtainable by Lessee under an arms length transaction with a non-affiliated purchaser. In selling any minerals produced from the leased premises, or any lands with which the leased premises may be pooled, Lessee shall exercise good faith and use such due diligence and prudence as would a reasonably prudent operator to market such minerals produced upon the most favorable terms that may be obtainable by Lessee.

18. COST FREE ROYALTY: All royalties provided for in the lease, shall be determined and delivered to Lessor free of all direct or indirect deductions, costs, charges for development, production, compression, treating, storing, separating, dehydrating, marketing, processing, gathering, transporting and/or any other post productions costs and otherwise making the mineral ready for sale/use or any part of the cost of construction, operation or depreciating of any plant or other facilities or equipment for processing or treating said oil or gas produced from the herein leased premises, irrespective of wherever the point of sale and/or delivery may be. Notwithstanding the foregoing, Lessor's royalty shall bear its proportionate share of severance taxes and other applicable taxes.

19. PAYMENT OF ROYALTY: Lessee or the purchaser of oil and/or gas or other products produced from the leased premises shall pay to Lessor the royalties provided for herein within the time provided in Sections 91.402 of the *Natural Resources Code* of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in Section 91.403 of *the Natural Resources Code* of the State of Texas. Futhermore, Lessee agrees not to withhold any royalty due Lessor under this lease because of title problems which may exist under acreage in which Lessor does not own an interest. In the event a good faith dispute or question arises concerning the title to Lessor's interest, Lessee may withhold royalty payments accruing to the interest affected until such dispute or question of title has been corrected.

20. MODIFICATION OF SHUT-IN ROYALTY: This lease shall not be kept in force by the payment of shut-in gas royalties as provided in paragraph three (3) of this lease for a period of more than two (2) years in the aggregate. Lessee agrees to pay Lessor a minimum shut-in royalty of fifty dollars ($50) per mineral acre per year as shut-in royalty.

21. DRILLING AND DEVELOPMENT POOLED OR PRODUCTION UNIT ACREAGE:
(a) FULL DEVELOPMENT: After a well capable of producing oil or gas has been completed on the premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary to fully develop the premises. Neither bonus, pre-paid delay rental, royalties, nor other fees paid or to be paid hereunder shall relieve Lessee from the obligation to fully develop the premises.

(b): POOLED LEASE ACREAGE: Should Lessee exercise its option to pool for oil or gas as provided in paragraph 6 of the foregoing lease, and the unit well is located on the herein leased premises, Lessee shall include one hundred per-cent (100%) of the then leased and available lease premises in any such unit. Provided however, that Lessee shall be excused from these

requirements to the extent, and to the extent only, that applicable density and spacing rules of the Texas Railroad Commission make it impossible for the Lessee to include the required amount of lease acreage while complying with such applicable regulations.

(c) DESIGNATION PRODUCTIONS UNITS: The leased premises included within the pooled or production unit for a well shall be no more than one hundred sixty (160) acres for an oil well and six hundred forty (640) acres for a gas well and in the form of a square or rectangle, or as allowed by the field rules established for said well by the Texas Railroad Commission. Every effort shall be made in designation productions units to avoid releasing small or irregularly shaped portions of the leased premises, or portions not contiguous with other released portions, with the intent that the shape or configuration of any such unit(s) will be determined to maximize the acreage available and the potential for future oil and gas development by Lessor or its future assignees of the portion of the lease premises outside the boundaries of such pooled or production unit(s), consistent with Lessee's ability to reasonably develop its current production and economic benefits from the leased premises pursuant to this Lease. In the event any well drilled on or under the leased premises is drilled "horizontally", the pooled or production unit for said well must conform to the field rules established for said well by the Texas Railroad Commission.

22. OFFSET WELLS: Lessee shall adequately protect the oil and gas under the leased premises from drainage from adjacent lands or leases. If oil or gas should be produced in paying quantities from a well draining the leased premises, Lessee shall, within thirty (30) days after notice from the Lessor of such producing well, take such actions as a reasonably prudent operator would take to protect the lease from drainage. Payment of the bonus, the delay rental payment, deferred drilling fees, royalties paid or to be paid, shut-in royalty, or other amounts due hereunder shall not relieve Lessee from its obligations under this paragraph.

23. PAYMENT REDUCTIONS: Paragraph seven (7) of the Lease applies to royalty and shut-in royalty payments only. Bonus money for this lease was negotiated and agreed to by the parties and shall not be effected or reduced.

24. DEPTH PROVISION: At the end of the primary term of this lease or upon the cessation of the continuous drilling after the end of the primary term, this lease will terminate automatically as to all mineral leasehold estate lying more than one hundred feet (100') below the deepest depth drilled or one hundred feet (100') below the stratigraphic equivalent of the base of the deepest formation then producing, whichever is deepest, of any well drilled on the lands described in this lease or on other lands, if any, pooled or unitized with said land. If said lands are not then included in a pooled unit, production unit or proration unit then this lease shall terminate as to all depths and lands as herein provided.

25. SURFACE USAGE: It is agreed and understood that any drill sites, laying pipe, running electric lines, sourcing water or new roads constructed on the leased premises will be located or routed at a location mutually acceptable to both Lessor and Lessee. Lessor and Lessee mutually agree that their consent of the above will not be unreasonably withheld. It is agreed and understood that Lessee shall not remove or cut any brush or trees except as necessary for the above and has been approved by Lessor. Upon the cessation of operations by Lessee on the leased premises, any of the above constructed by Lessee shall, at Lessor's option, be left in place and become the property of the Lessor.

Lessee agrees to keep in good repair any of Lessor's buildings, fences, roads, culverts, tanks, water sources, lines, trees, livestock, growing crops, personal property, lands, terraces, or other improvements on said land used or effected by Lessee's operations, at Lessee's sole cost and expense.

26. DRILL SITE PAYMENT: In the event Lessee elects to use any portion of the leased premises for a drill site, then Lessee shall pay five thousand dollars ($5000) per acre utilized for each drill site, to Lessor (if Lessor is the owner of the surface estate) before spudding each such well. Said payment(s) constitute damages in full with respect to ordinary damage [damage that one would normally expect given the type of operation being conducted, including, without limiting the scope of ordinary damage, access to the leased premises, grading of the surface, building necessary roadway, digging, utilizing and closing or leveling pits, drilling of wells (including water wells), disposal of drill cuttings and waste in compliance with State of Texas regulation or law, the placement on the surface of road or location material, the transport of equipment upon, over and across the leased premises, the laying of flow lines (but not permanent transmission lines), electrical lines and service poles, etc. that would be expected to result from the normal building and use of such drill site(s), including any roadway required for access to such drill site]. The above payment shall not be deemed compensation for damage resulting to the leased premises from blowout, spillage of oil, salt water or chemicals, or other extraordinary damages resulting from an unreasonable, extraordinary or negligent use of the leased premises by Lessee, and Lessee agrees to pay Lessor reasonable compensation for any extraordinary damage. Upon completion of the drilling operations, in no event, shall surface operations, including pump-jack, gas valve and tank batteries cover more than three (3) acres.

27. PIPELINES: Any permanent pipe shall be buried at least thirty-six (36) inches beneath the surface of the land when measured from the normal surface of the land to the top of any such pipeline. Lessee shall only be able to construct and lay lies for transporting minerals produced from a well(s) located on the herein leased premises and no other pipe shall be laid by Lessee hereunder without the express written consent of Lessor. Lessee may lay temporary pipe and utility lines associated with said well(s) upon, over and across the surface of the herein leased premises, but not in a manner so as not to unreasonably interfere with the planting, irrigation, growing and harvesting of crops; utility lines shall not be run overhead. Lessee's permanent pipelines and utility lines associated with said well(s) shall be buried at the depth stated above.

28. DAMAGE, POLLUTION AND SURFACE RESTORATION: At the end of each drilling operation, or at the cessation of production from a well(s) on the leased premises (including the removal of facilities in connection with production), Lessee shall proceed with reasonable diligence to restore the surface contour of the leased premises to as near its original condition as is reasonably practicable. Lessee shall also level all pits or excavations made by its operations hereunder promptly after the need of its use thereof ceases and shall, when necessary, and requested by Lessor, 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 within a reasonable time which shall be agreed not to exceed three (3) months, all injury or damage done or caused by Lessee in its operations hereunder to any buildings, fences, roads, culverts, tanks, water sources, lines, trees, livestock, growing crops,

personal property, lands, terraces, or other improvements on said land arising out of or resulting from operations by Lessee, its agents, employees or independent contractors on the land hereby leased to Lessee.

In instances where a fair determination of such damage cannot be mutually agreed upon, a competent disinterested appraiser shall be employed. Lessee also agrees to seal all slush pits prior to operations and to remove the drilling mud at the end of operations. Lessee further agrees to remove all oil and/or other debris of every kind and character and restore the surface of the premises to as near the original condition and status as practical within ninety (90) days of the completion or abandonments of any well or dry hole or other operations. Lessee agrees to always remove the topsoil first and to keep it separate when preparing the land for operation. When restoring the land, the topsoil shall be spread over the reclaimed site as the last measure. The term "original condition" as used herein, means the restoration, as nearly as possible to original contour, depth of topsoil, and compactness.

The leased premises shall not be used as a storage facility for equipment other than the actual equipment used by Lessee on the herein leases premises, or acreage pooled therewith. After each well has been completed only production equipments shall remain on the drill site of the producing well. The wellsite shall be fenced satisfactory to Lessor and shall be maintained, at Lessee's expense, in a neat, clean and appealing manner. Not less that quarterly, Lessee shall remove all grasses or other noxious growth upon the wellsite. Lessee further agrees to paint all personal property left upon the site (tanks, wellhead, flowlines, separators, etc.) in accordance with the color scheme used by the company. Lessees shall reconstruct the site and repaint any fixtures located on the premises as often as may be necessary to maintain the aesthetic beauty of the wellsite.

Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. Lessee shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the presence or release of any Hazardous Materials in, on, under, or about the leased premises resulting from Lessee's operations on the leased premises. The obligations of Lessee hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

29. SALT WATER: It is expressly agreed and provided that if any salt water or other deleterious substances shall come from or in any manner be extracted or produced from any well, or result from any drilling operations, then Lessee, its successors or assigns, shall use diligence so as not to permit the same to flow on or over Lessor's land, but shall contain the same in pits or excavations adjacent to the drilling site. No salt water shall be released by the Lessee on the Lessor's land described herein. All of the same shall be removed from the said premises.

30. FENCES: In the event it becomes necessary or convenient for Lessee to cut any fences in Lessee's operations hereunder, Lessee shall adequately brace any such fence on both sides of such cut so as to prevent slackening of the wires. Lessee shall, at Lessee's option, promptly install either a gate of substantial quality for such purposes or cattle guard in any such opening and when such opening is no longer needed or desired by Lessee, Lessee shall at Lessor's election, either remove any such gate or cattle guard and permanently close any such opening with the same type of fence material as the fence adjoining any such opening and to a condition not less than the existing fence or leave same in place and in which event such gate or cattle guard will become, free of expense, the property of Lessor upon the termination of this lease.

31. HUNTING: Neither Lessee nor its agents, servants, invitees, employees or independent contractors shall have any right to fish or hunt or carry a firearm or weapons of any kind upon the leased premises. Lessee expressly assumes the responsibility for enforcing this prohibition.

32. WATER WELL AND WATER PROVISION: Lessee shall have no right to fresh water from Lessor's existing tanks, ponds, wells, or streams without the prior written consent of Lessor. Lessee may negotiate with Lessor the right to drill a well in order to obtain a suitable supply of water for use in its operations on said land. Lessee shall have no right to use of water from water well drilled on lands described herein except as needed for operations on this lease or for operations on a unit including this lease. In no event shall any fresh water from said leased premises be used in water flood or any tertiary recovery operations. If water is needed for operations not on this lease or a unit including this lease, then Lessee and Lessor may enter into a separate agreement whereby Lessee agrees to reimburse Lessor for all water used during its operation not on the leased premises or in a unit including the leased premises. Lessee agrees after cessation of use of any water well drilled by Lessee on the leased premises, and prior to plugging or removing the casing therefrom, to notify and tender such water well to Lessor. In the event Lessor shall elect to accept such water well, such election shall be in writing to Lessee within thirty (30) days after notice from Lessee, and Lessor shall accept full responsibility for the water well and indemnify and hold Lessee harmless from and against any and all claims, actions or demands for injuries or damages. Lessee shall notify Lessor in writing of any and all known problems, liabilities or potential problems about said water well.

33. ANCILLARY RIGHTS: Paragraph ten (10) of the Lease is deleted in its entirety and the following paragraph ten (10) is substituted: Notwithstanding anything contained herein to the contrary, Lessee shall not enter upon the surface of, cross over, place any structure or building upon or conduct any operations on the surface of the leased premises without the written consent of Lessor. Lessor agrees that consent for ancillary rights to the leased premises will not be unreasonably withheld and a response will be timely given.

34. BREACH OR DEFAULT: Paragraph twelve (12) of the Lease is deleted in its entirety.

35. INDEMNIFICATION: Lessee agrees to indemnify Lessor, its successors, and assigns, and to hold them harmless from and against all suits, judgments, damages, claims, costs and expenses, including attorneys fees, for injuries to or death of persons, or damages to, or destruction of property, arising out of, or resulting from, directly or indirectly, Lessee's operations on said property or on any land pooled or unitized therewith. Further, Lessee agrees that by acceptance hereof, that Lessor shall

not be held liable by any party by virtue of this lease. This indemnity provision shall also extend to operations conducted by subcontractors, agents, supplier, and other persons working under, for or on behalf of Lessee, whether employees or independent contractors.

36. WARRANTY OF TITLE: Paragraph thirteen (13) of the Lease is deleted in its entirety and the following paragraph thirteen (13) is substituted: It is expressly agreed between the parties hereto that no warranty or covenant of title to the land covered hereby or to the oil and gas therein or produced there from, either expressed or implied, is made by Lessor, and that no warranty, covenant or guaranty of title shall be created or arise from this lease.

37. DIVISION ORDERS: All division orders tendered to Lessor under the terms of this lease shall strictly comply with the terms of this lease and Lessor shall not be required to sign division orders not so complying.

38. ACCESS TO RECORDS: If so requested in writing by Lessor, Lessee shall deliver to Lessor copies of any abstracts of title, title opinions, recorded documents and surveys acquired by Lessee, which cover all or any portion of the leased premises. And during Lessee's regular office hours, Lessor or its representative shall have the right to inspect, audit, and copy all Lessee records associated with this lease.

39. ASSIGNMENT OF LEASE: Lessee shall give notice to Lessor of any assignment of this lease within thirty (30) days, to include the name, address, telephone number of the assignee and specifically what is assigned from this lease.

40. NO WAIVER OF RIGHTS TO TITLE: Lessor's execution of this lease shall neither limit or impede any of Lessor's rights, title and interest in the terms under this lease nor shall it be deemed as an admission, waiver (intention or voluntary) or presumption as to the interpretation of any documents pertaining to Lessor's rights, title and interest therein.

41. PERFORMANCE AND VENUE: Unless otherwise expressly provided, every obligation of each party to this lease shall be fully performed. All payment due under this lease shall be paid to Lessor at the address listed above. Venue for the filing of any cause of action for the enforcement of this lease shall be in the county where the mineral interest is located.

SB

SIGNED FOR IDENTIFICATION:

LESSOR:

Sandra Kaye Burns

6-29-2012
Date

LESSEE:
ISTROUMA RESOURCES, INC.

BY: TE Hodges Jr
Thomas E. Hodges, Jr.

Its: PRES.

7-5-12
Date

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, **Ted Collins, Jr., a single man,** whose address is **508 W. Wall, Suite 1200, Midland, TX 79701**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated July 24, 2012, covering the following land situated in Leon County, State of Texas, to wit:

1,930.2 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; John Scritchfield Survey, A-26; W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; John Guinn Survey, A-1186; A.T. Maness Survey, A-1086; and the F.J. Taylor Survey, A-1095, Leon County, Texas, described in three tracts as follows:

Tract 1: 1,111.92 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray Survey, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; and the John Scritchfield Survey, A-26, Leon County, Texas, more particularly described as Tracts 1 through 11 on Exhibit "A" in a Mineral Deed dated May 5, 2008, from Alice Marie Dement and husband, Bernie Dement and Emily Dore and husband, E.J. Dore to TEMA FUND I, L.P. recorded in Volume 1363, at Page 101 of the Real Property Records of Leon County, Texas.

Tract 2: 500.0 acres of land, more or less, a part of the W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; and the John Guinn Survey, A-1186, Leon County, Texas, more particularly described in a Deed dated April 7, 1947, from the Texas State Parks Board to the City of Normangee, Texas, a Municipal Corporation, Leon County, Texas, recorded in Volume 158, at Page 415 of the Real Property Records of Leon County, Texas.

Tract 3: 318.28 acres of land, more or less, a part of the A.T. Maness Survey, A-1086; F.J. Taylor Survey, A-1095; and the J.M. Viesca Survey, A-30, Leon County, Texas, more particularly described as "Exhibit A" in a Warranty Deed with Vendor's Lien dated July 8, 2005, from Cleve Payne Batson Jr., to Glenn Jones, Trustee, recorded in Volume 1215, at Page 800 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Ted Collins, Jr.

LESSEE:

Istrouma Resources, Inc.

By: Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Midland §

This instrument was acknowledged before me on this 27th day of July, 2012 by **Ted Collins, Jr.**.

My Commission Expires: 1-17-2014

Kay M Castle
Notary Public

KAY M. CASTLE
Notary Public, State of Texas
My Commission Expires
January 17, 2014

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 14th day of August, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Filed for Record in: Leon County
On: Aug 20,2012 at 11:16A
As a Recordings
Document Number: 00391341
Amount:$ 14.00
Receipt Number: 116500
By, Debbie Mutschler

STATE OF TEXAS
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Aug 20,2012
Christie Wakefield, County Clerk
Leon County

COUNTY OF LEON

Doc Bk Vol Pg
00381853 OR 1480 283

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Goree Oil & Gas, LLC, a Texas Limited Liability Company, Steve T. Goree, Individually and as Managing Member, whose address is 6001 W. Industrial, Midland, TX 79706, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 17, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

1,930.2 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; John Scritchfield Survey, A-26; W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; John Guinn Survey, A-1186; A.T. Maness Survey, A-1086; and the F.J. Taylor Survey, A-1095, Leon County, Texas, described in three tracts as follows:

Tract 1: 1,111.92 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray Survey, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; and the John Scritchfield Survey, A-26, Leon County, Texas, more particularly described as Tracts 1 through 11 on Exhibit "A" in a Mineral Deed dated May 5, 2008, from Alice Marie Dement and husband, Bernie Dement and Emily Dore and husband, E.J. Dore to TEMA FUND I, L.P. recorded in Volume 1363, at Page 101 of the Real Property Records of Leon County, Texas.

Tract 2: 500.0 acres of land, more or less, a part of the W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; and the John Guinn Survey, A-1186, Leon County, Texas, more particularly described in a Deed dated April 7, 1947, from the Texas State Parks Board to the City of Normangee, Texas, a Municipal Corporation, Leon County, Texas, recorded in Volume 158, at Page 415 of the Real Property Records of Leon County, Texas.

Tract 3: 318.28 acres of land, more or less, a part of the A.T. Maness Survey, A-1086; F.J. Taylor Survey, A-1095; and the J.M. Viesca Survey, A-30, Leon County, Texas, more particularly described as "Exhibit A" in a Warranty Deed with Vendor's Lien dated July 8, 2005, from Cleve Payne Batson Jr., to Glenn Jones, Trustee, recorded in Volume 1215, at Page 800 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Goree Oil & Gas, LLC, a Texas Limited Liability Company

By: Steve T. Goree, Individually and as Managing Member

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Midland §

This instrument was acknowledged before me on this 30 day of June, 2011 by Goree Oil & Gas, LLC, a Texas Limited Liability Company, Steve T. Goree, Individually and as Managing Member.

My Commission Expires:

10-13-13

Virginia Barrow
Notary Public, State of Texas

VIRGINIA BARROW
Notary Public, State of Texas
My Commission Expires
October 13, 2013

* * *

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 5th day of July, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Mike H. Roberts
Notary Public, State of Texas

MIKE H. ROBERTS
Notary Public, State of Texas
My Commission Expires
MARCH 21, 2014

Filed for Record in: Leon County
On: Jul 29,2011 at 01:44P
As a Recordings
Document Number: 00381853
Amount:$ 14.00
Receipt Number: 108638
By: Amy Kaiser

STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 29,2011
Christie Wakefield, County Clerk
Leon County

Doc 00381854 | Bk OR | Vol 1480 | Pg 285

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Bill Hightower Jr. and wife, Marilyn Hightower, whose address is P.O. Box 3548, Midland, TX 79702, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 17, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

1,930.2 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; John Scritchfield Survey, A-26; W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; John Guinn Survey, A-1186; A.T. Maness Survey, A-1086; and the F.J. Taylor Survey, A-1095, Leon County, Texas, described in three tracts as follows:

Tract 1: 1,111.92 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray Survey, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; and the John Scritchfield Survey, A-26, Leon County, Texas, more particularly described as Tracts 1 through 11 on Exhibit "A" in a Mineral Deed dated May 5, 2008, from Alice Marie Dement and husband, Bernie Dement and Emily Dore and husband, E.J. Dore to TEMA FUND I, L.P. recorded in Volume 1363, at Page 101 of the Real Property Records of Leon County, Texas.

Tract 2: 500.0 acres of land, more or less, a part of the W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; and the John Guinn Survey, A-1186, Leon County, Texas, more particularly described in a Deed dated April 7, 1947, from the Texas State Parks Board to the City of Normangee, Texas, a Municipal Corporation, Leon County, Texas, recorded in Volume 158, at Page 415 of the Real Property Records of Leon County, Texas.

Tract 3: 318.28 acres of land, more or less, a part of the A.T. Maness Survey, A-1086; F.J. Taylor Survey, A-1095; and the J.M. Viesca Survey, A-30, Leon County, Texas, more particularly described as "Exhibit A" in a Warranty Deed with Vendor's Lien dated July 8, 2005, from Cleve Payne Batson Jr., to Glenn Jones, Trustee, recorded in Volume 1215, at Page 800 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Bill Hightower Jr

Marilyn Hightower

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Midland §

This instrument was acknowledged before me on this 15th day of June, 2011 by Bill Hightower Jr. and wife, Marilyn Hightower

My Commission Expires:

Oct. 1, 2013

Suzanne S. Moore
Notary Public, State of Texas

SUZANNE S. MOORE
Notary Public, State of Texas
My Commission Expires
October 01, 2013

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2011 by

My Commission Expires:

_____

_____
Notary Public, State of Texas

* * *

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 14 day of JUNE, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

_____

Mike H Roberts
Notary Public, State of Texas

MIKE H. ROBERTS
Notary Public, State of Texas
My Commission Expires
MARCH 21, 2014

Doc 00381854 Bk OR Vol 1480 Pg 287

Filed for Record in: Leon County
On: Jul 29,2011 at 01:44P
As a Recordings
Document Number: 00381854
Amount:$ 14.00
Receipt Number: 108638
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 29,2011
Christie Wakefield, County Clerk
Leon County

Doc 00381855 Bk OR Vol 1480 Pg 288

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Dalton H. Cobb Jr., a married man, acting with regard to his sole and separate property, whose address is 5704 El Campo Avenue, Fort Worth, TX 76107, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 17, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

1,930.2 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; John Scritchfield Survey, A-26; W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; John Guinn Survey, A-1186; A.T. Maness Survey, A-1086; and the F.J. Taylor Survey, A-1095, Leon County, Texas, described in three tracts as follows:

Tract 1: 1,111.92 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray Survey, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; and the John Scritchfield Survey, A-26, Leon County, Texas, more particularly described as Tracts 1 through 11 on Exhibit "A" in a Mineral Deed dated May 5, 2008, from Alice Marie Dement and husband, Bernie Dement and Emily Dore and husband, E.J. Dore to TEMA FUND I, L.P. recorded in Volume 1363, at Page 101 of the Real Property Records of Leon County, Texas.

Tract 2: 500.0 acres of land, more or less, a part of the W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; and the John Guinn Survey, A-1186, Leon County, Texas, more particularly described in a Deed dated April 7, 1947, from the Texas State Parks Board to the City of Normangee, Texas, a Municipal Corporation, Leon County, Texas, recorded in Volume 158, at Page 415 of the Real Property Records of Leon County, Texas.

Tract 3: 318.28 acres of land, more or less, a part of the A.T. Maness Survey, A-1086; F.J. Taylor Survey, A-1095; and the J.M. Viesca Survey, A-30, Leon County, Texas, more particularly described as "Exhibit A" in a Warranty Deed with Vendor's Lien dated July 8, 2005, from Cleve Payne Batson Jr., to Glenn Jones, Trustee, recorded in Volume 1215, at Page 800 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Dalton H. Cobb Jr.

LESSEE:

Istrouma Resources, Inc.

By: TE Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on this 19 day of May, 2011 by Dalton H. Cobb Jr., a married man, acting with regard to his sole and separate property.

My Commission Expires:

1/9/2012

Notary Public, State of Texas

CHARLES DANE HARDY
Notary Public, State of Texas
My Commission Expires
January 09, 2012

* * *

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of July, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

MIKE H. ROBERTS
Notary Public, State of Texas
My Commission Expires
MARCH 21, 2014

Notary Public, State of Texas

Filed for Record in: Leon County
On: Jul 29,2011 at 01:44P
As a Recordings
Document Number: 00381855
Amount:$ 14.00
Receipt Number: 108638
By: Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Leon County as stamped hereon by me.

Jul 29,2011
Christie Wakefield, County Clerk
Leon County

Doc 00381856 Bk OR Vol 1480 Pg 290

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Ryan Hightower, a single man, whose address is 5445 Caruth Haven Lane, Apt. 1011, Dallas, TX 75225, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 17, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

1,930.2 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; John Scritchfield Survey, A-26; W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; John Guinn Survey, A-1186; A.T. Maness Survey, A-1086; and the F.J. Taylor Survey, A-1095, Leon County, Texas, described in three tracts as follows:

Tract 1: 1,111.92 acres of land, more or less, a part of the J.M. Viesca Survey, A-30; Peter W. Gray Survey, A-327; B.F. Whitaker Survey, A-31; John Archer Survey, A-35; Robert Rogers Survey, A-21; and the John Scritchfield Survey, A-26, Leon County, Texas, more particularly described as Tracts 1 through 11 on Exhibit "A" in a Mineral Deed dated May 5, 2008, from Alice Marie Dement and husband, Bernie Dement and Emily Dore and husband, E.J. Dore to TEMA FUND I, L.P. recorded in Volume 1363, at Page 101 of the Real Property Records of Leon County, Texas.

Tract 2: 500.0 acres of land, more or less, a part of the W.S. Lewis Survey, A-1083; Q.C. Guinn Survey, A-1074; Jacob Kuechler Survey, A-1081; S.P. Reeves Survey, A-740; R.B. Ward Survey, A-1097; and the John Guinn Survey, A-1186, Leon County, Texas, more particularly described in a Deed dated April 7, 1947, from the Texas State Parks Board to the City of Normangee, Texas, a Municipal Corporation, Leon County, Texas, recorded in Volume 158, at Page 415 of the Real Property Records of Leon County, Texas.

Tract 3: 318.28 acres of land, more or less, a part of the A.T. Maness Survey, A-1086; F.J. Taylor Survey, A-1095; and the J.M. Viesca Survey, A-30, Leon County, Texas, more particularly described as "Exhibit A" in a Warranty Deed with Vendor's Lien dated July 8, 2005, from Cleve Payne Batson Jr., to Glenn Jones, Trustee, recorded in Volume 1215, at Page 800 of the Real Property Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Ryan Hightower

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on this 20th day of May, 2011 by Ryan Hightower, a single man.

My Commission Expires:

_____

_____
Notary Public, State of Texas

CHARLES DANE HARDY
Notary Public, State of Texas
My Commission Expires
January 09, 2012

* * *

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this 12 day of July, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

_____

_____
Notary Public, State of Texas

MIKE H. ROBERTS
Notary Public, State of Texas
My Commission Expires
MARCH 21, 2014

Filed for Record in: Leon County
On: Jul 29,2011 at 01:44P
As a Recordings
Document Number: 00381856
Amount:$ 14.00
Receipt Number: 108638
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 29,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Michael Glenn Feldman, a married man dealing in his sole and separate property,** whose address is **P. O. Box 9700, College Station, TX 77842**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated January 18, 2012, covering the following land situated in Madison County, State of Texas, to wit:

52.40 acres of land, more or less, a part of the Isaac Votaw Survey, Abstract 33, Madison County, Texas, more particularly described in a Warranty Deed with Vendor's Lien dated November 1, 2001, from James W. Wilson to James Krupala recorded in Volume 594, at Page 52 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Michael Glenn Feldman

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 2nd day of February, 2012 by **Michael Glenn Feldman**.

My Commission Expires: 8-17-12

Cathy Lagravier
Notary Public

CATHY LAGRAVIER
MY COMMISSION EXPIRES
August 17, 2012

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 24th day of February 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 73244

Amount: 20.00

Receipt Number: 9635

Vol: 1142 Page: 1

Recorded: Mar 07,2012 at 11:32A

By,
Anna Eubank, Deputy

Return to:
Stroud Resources Inc.
P.O. BOX 4688
Bryan, TX 77805

MEMORANDUM OF OIL AND GAS LEASE

Doc	Bk	Vol	Pg
73245	OR	1142	4

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Kerry W. Johnson and wife, Anne C. Johnson,** whose address is **39511 OSR, Normangee, TX 77871**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated January 12, 2012, covering the following land situated in Madison County, State of Texas, to wit:

398.974 acres of land, more or less, a part of the Eli Fenn Survey, Abstract 96, and the Isaac Votaw Survey, Abstract 33, Madison County, Texas, described in two tracts as follows:

Tract 1: 297.184 acres of land, more or less, a part of the Eli Fenn Survey, Abstract 96, Madison County, Texas, more particularly described in a Warranty Deed with Vendor's Lien dated March 29, 1990, from 1997 Jackson Children's and Grandchildren's Trust by Linda K. Jackson, Trustee, to Kerry W. Johnson and wife, Anne C. Johnson, recorded in Volume 365, at Page 553 of the Official Records of Madison County, Texas.

Tract 2: 101.79 acres of land, more or less, a part of the Isaac Votaw Survey, Abstract 33, Madison County, Texas, more particularly described in a Warranty Deed with Vendor's Lien dated October 10, 1994, from Carmen M. Yeager to Kerry Johnson and wife, Anne C. Johnson, recorded in Volume 418, at Page 518 of the Official Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides Lessee's rights are subordinate to any valid, prior existing Oil, Gas and Mineral Lease affecting the herein leased lands, particularly, that certain Oil, Gas and Mineral Lease dated May 3, 2009 between Kerry W. Johnson and wife, Anne C. Johnson as Lessor, and EAST TEXAS OIL & GAS, LLC., as Lessee, recorded in Volume 974, Page 291 of the Real Property Records of Madison, Texas, herein referred to and therein defined as "Base Lease".

2. The Lease becomes effective upon the expiration, termination or release of the Base Lease, provided however, in the event the Base Lease has not expired, terminated or been released within two years from May 4, 2012, the Lease shall terminate and be of no further force or effect. Should the Base Lease expire under its own terms as to the hereinabove described lands at the expiration of its primary term, the effective date of this lease shall be May 4, 2012, provided that if the Base Lease should be found for any reason to be ineffective or void, the Effective Date of this lease shall be January 12, 2012.

3. The Lease provides for a Three (3) year primary term.

4. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Kerry W. Johnson

Anne C. Johnson

LESSEE:

Istrouma Resources, Inc.

By: Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Robertson §

This instrument was acknowledged before me on this 17th day of January, 2012 by **Kerry W. Johnson**.

My Commission Expires: March 31, 2012

Charlotte Burnett
Notary Public

CHARLOTTE BURNETT
MY COMMISSION EXPIRES
March 31, 2012

State of **Texas** §

County of Robertson §

This instrument was acknowledged before me on this 17th day of January, 2012 by **Anne C. Johnson**.

My Commission Expires: March 31, 2012

Charlotte Burnett
Notary Public

CHARLOTTE BURNETT
MY COMMISSION EXPIRES
March 31, 2012

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 24th day of February, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Doc	Bk	Vol	Pg
73245	OR	1142	6

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 73245

Amount: 20.00

Receipt Number: 9635

Vol: 1142 Page: 4

Recorded: Mar 07,2012 at 11:32A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources Inc.
P.O. Box 4688
Bryan, Tx. 77805

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Wilford L. Odom and wife, Merilee Odom,** whose address is **P.O. Box 306, Normangee, TX 77871**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated March 29, 2012, covering the following land situated in Madison County, State of Texas, to wit:

27.14 acres of land, more or less, a part of the Isaac Votaw Survey, Abstract 33, Madison County, Texas, more particularly described in a Warranty Deed with Vendor's Lien dated July 19, 2001, from James W. Wilson to Wilford L. Odom and Merilee Odom recorded in Volume 585, at Page 35 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Wilford L. Odom

Merilee Odom

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Leon §

This instrument was acknowledged before me on this 30th day of March, 2012 by **Wilford L. Odom**.

My Commission Expires: _____

Paul R Lewis
Notary Public

State of **Texas** §

County of Leon §

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

This instrument was acknowledged before me on this 30th day of March, 2012 by **Merilee Odom**.

My Commission Expires: _____

Paul R Lewis
Notary Public

State of **Texas** §

County of Brazos §

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

This instrument was acknowledged before me on this 9th day of April, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires:

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Daphne Newchurch
Notary Public

Doc	Bk	Vol	Pg
73920	OR	1151	149

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 73920

Amount: 20.00

Receipt Number: 9875

Vol: 1151 Page: 147

Recorded: Apr 16,2012 at 09:20A

By,
Charlotte Barrett, County Clerk

Return to:

Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

Doc	Bk	Vol	Pg
73921	OR	1151	150

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **James Krupala, a married man dealing in his sole and separate property,** whose address is **356 Miller Road E, Bellville, TX 77418**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated February 13, 2012, covering the following land situated in Madison County, State of Texas, to wit:

52.40 acres of land, more or less, a part of the Isaac Votaw Sruvey, Abstract 33, Madison County, Texas, more particularly described in a Warranty Deed with Vendor's Lien dated November 1, 2001, from James W. Wilson to James Krupala recorded in Volume 594, at Page 52 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

James Krupala

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 3rd day of April, 2012 by **James Krupala**.

My Commission Expires:

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Daphne Newchurch
Notary Public

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 9th day of April, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Daphne Newchurch
Notary Public

Doc	Bk	Vol	Pg
73921	OR	1151	152

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 73921

Amount: 20.00

Receipt Number: 9875

Vol: 1151 Page: 150

Recorded: Apr 16,2012 at 09:20A

By,
Charlotte Barrett, County Clerk

Return to:

Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc 74148 Bk OR Vol 1155 Pg 4

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Gus Benavides, Jr., a single man,** whose address is **35855 OSR, Normangee, TX 77871**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated March 29, 2012, covering the following land situated in Madison County, State of Texas, to wit:

27.28 acres of land, more or less, a part of the Isaac Votaw Survey, Abstract 33, Madison County, Texas, more particularly described in a Warranty Deed with Vendor's Lien dated July 2, 2001, from James W. Wilson to Gus Benavides recorded in Volume 581 at Page 276 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Gus Benavides, Jr.

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 5th day of April, 2012 by **Gus Benavides, Jr.**.

My Commission Expires: _____

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan 10, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 23rd day of April, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 74148

Amount: 20.00

Receipt Number: 9952

Vol: 1155 Page: 4

Recorded: Apr 26,2012 at 12:04P

By,
Anna Eubank, Deputy

Return To:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc	Bk	Vol	Pg
74634	OR	1160	320

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Garry Kenneth Bingham, a married man dealing in his sole and separate property,** whose address is **38 Green Tree Lane, Conroe, TX 77304**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated April 23, 2012, covering the following land situated in Madison County, State of Texas, to wit:

15.1415 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particulalry described in a Deed dated October 20, 2000, from Nancy A. Hartnett as Trustee of the George M. Bingham Family Trust under the Will of George M. Bingham, deceased, and Nancy A. Hartnett, Personal Representative of the Estate of George M. Bingham, deceased, to Gregory D. Zook and wife, Debra S. Zook, recorded in Volume 560, at Page 119 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Garry Kenneth Bingham

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Liberty §

This instrument was acknowledged before me on this 26th day of April, 2012 by **Garry Kenneth Bingham**.

My Commission Expires: 1/10/2015

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan 10, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 15th day of May, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Doc	Bk	Vol	Pg
74634	OR	1160	322

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 74634

Amount: 20.00

Receipt Number: 10132

Vol: 1160 Page: 320

Recorded: May 23,2012 at 02:02P

By,
Anna Eubank, Deputy

Return To:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc	Bk	Vol	Pg
74635	OR	1160	323

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **John Nelson Bingham, a married man dealing in his sole and separate property,** whose address is **22 Palmer Green Place, The Woodlands, TX 77381**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated April 23, 2012, covering the following land situated in Madison County, State of Texas, to wit:

15.1415 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particulalry described in a Deed dated October 20, 2000, from Nancy A. Hartnett as Trustee of the George M. Bingham Family Trust under the Will of George M. Bingham, deceased, and Nancy A. Hartnett, Personal Representative of the Estate of George M. Bingham, deceased, to Gregory D. Zook and wife, Debra S. Zook, recorded in Volume 560, at Page 119 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

John Nelson Bingham

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Montgomery §

This instrument was acknowledged before me on this 26th day of April, 2012 by **John Nelson Bingham**.

My Commission Expires: 1/10/2015

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan 10, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 15th day of May, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires:

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Doc	Bk	Vol	Pg
74635	OR	1160	325

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 74635

Amount: 20.00

Receipt Number: 10132

Vol: 1160 Page: 323

Recorded: May 23,2012 at 02:02P

By,
Anna Eubank, Deputy

Return To:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc	Bk	Vol	Pg
74636	OR	1160	326

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Jerry Wayne Bingham, a married man dealing in his sole and separate property,** whose address is **5226 Summer Snow Drive, Houston, TX 77041**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated April 23, 2012, covering the following land situated in Madison County, State of Texas, to wit:

15.1415 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particulalry described in a Deed dated October 20, 2000, from Nancy A. Hartnett as Trustee of the George M. Bingham Family Trust under the Will of George M. Bingham, deceased, and Nancy A. Hartnett, Personal Representative of the Estate of George M. Bingham, deceased, to Gregory D. Zook and wife, Debra S. Zook, recorded in Volume 560, at Page 119 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Jerry Wayne Bingham

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

Doc	Bk	Vol	Pg
74636	OR	1160	327

ACKNOWLEDGEMENTS

State of **Texas** §

County of Washington §

This instrument was acknowledged before me on this 26 day of April, 2012 by **Jerry Wayne Bingham**.

My Commission Expires: 1/10/2015

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 15th day of May, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Doc	Bk	Vol	Pg
74636	OR	1160	328

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 74636

Amount: 20.00

Receipt Number: 10132

Vol: 1160 Page: 326

Recorded: May 23,2012 at 02:02P

By,
Anna Eubank, Deputy

Return To:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

Doc 75232 Bk OR Vol 1169 Pg 101

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Andrea Meagan Bingham Carreon, a married woman dealing in her sole and separate property,** whose address is **5383 Southern Blvd. #169, Dallas, TX 75240**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated May 17, 2012, covering the following land situated in Madison County, State of Texas, to wit:

15.1415 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particulalry described in a Deed dated October 20, 2000, from Nancy A. Hartnett as Trustee of the George M. Bingham Family Trust under the Will of George M. Bingham, deceased, and Nancy A. Hartnett, Personal Representative of the Estate of George M. Bingham, deceased, to Gregory D. Zook and wife, Debra S. Zook, recorded in Volume 560, at Page 119 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Andrea Meagan Bingham Carreon

Andrea Meagan Bingham Carreon

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of DALLAS §

This instrument was acknowledged before me on this 19 day of MAY, 2012 by **Andrea Meagan Bingham Carreon**.

My Commission Expires: NOVEMBER 15, 2013

Joshua McKinley
Notary Public

JOSHUA MCKINLEY
Notary Public, State of Texas
My Commission Expires
November 15, 2013

State of **Texas** §

County of BRAZOS §

This instrument was acknowledged before me on this 21st day of June, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Doc	Bk	Vol	Pg
75232	OR	1169	103

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 75232

Amount: 20.00

Receipt Number: 10396

Vol: 1169 Page: 103

Recorded: Jul 03,2012 at 02:54P

By,
Julia Arizpe, Deputy

Return To:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

Doc 75233 Bk OR Vol 1169 Pg 104

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Rachael Michelle Bingham, a single woman,** whose address is **2016 N. Tinsley, Angleton, TX 77515**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated May 17, 2012, covering the following land situated in Madison County, State of Texas, to wit:

15.1415 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particulalry described in a Deed dated October 20, 2000, from Nancy A. Hartnett as Trustee of the George M. Bingham Family Trust under the Will of George M. Bingham, deceased, and Nancy A. Hartnett, Personal Representative of the Estate of George M. Bingham, deceased, to Gregory D. Zook and wife, Debra S. Zook, recorded in Volume 560, at Page 119 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Rachael Michelle Bingham

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of BRAZORIA §

This instrument was acknowledged before me on this 23 day of MAY, 2012 by **Rachael Michelle Bingham**.

My Commission Expires: 11/15/2013

Notary Public

JOSHUA MCKINLEY
Notary Public, State of Texas
My Commission Expires
November 15, 2013

State of **Texas** §

County of BRAZOS §

This instrument was acknowledged before me on this 21st day of June, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 75233

Amount: 20.00

Receipt Number: 10396

Vol: 1169 Page: 106

Recorded: Jul 03,2012 at 02:54P

By,
Julia Arizpe, Deputy

Return To:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

Doc 75234 Bk OR Vol 1169 Pg 107

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **Leslie Linn Palmer Bingham, a widow,** whose address is **2016 N. Tinsley, Angleton, TX 77515**, as Lessor(s), and **Istrouma Resources, Inc.** as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated April 23, 2012, covering the following land situated in Madison County, State of Texas, to wit:

15.1415 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particulalry described in a Deed dated October 20, 2000, from Nancy A. Hartnett as Trustee of the George M. Bingham Family Trust under the Will of George M. Bingham, deceased, and Nancy A. Hartnett, Personal Representative of the Estate of George M. Bingham, deceased, to Gregory D. Zook and wife, Debra S. Zook, recorded in Volume 560, at Page 119 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordantion of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The Lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties to the Lease, in consideration of the amounts stated in the Lease, and other good and valuable consideration, and the benefits to be derived by the parties hereto in accordance with the terms and conditions of the Lease, have executed this Memorandum of Oil and Gas Lease on the dates of their respective notarial acknowledgments.

LESSOR:

Leslie Linn Palmer Bingham

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges Jr.
Its: President

ACKNOWLEDGEMENTS

State of **Texas** §

County of Brazoria §

This instrument was acknowledged before me on this 26 day of April, 2012 by **Leslie Linn Palmer Bingham**.

My Commission Expires: 1/10/2015

Paul R Lewis
Notary Public

PAUL R LEWIS
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 10, 2015

State of **Texas** §

County of Brazos §

This instrument was acknowledged before me on this 21st day of June, 2012 by **Thomas E. Hodges, Jr., President of Istrouma Resources, Inc.** on behalf of said corporation.

My Commission Expires: _____

Daphne Newchurch
Notary Public

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Doc	Bk	Vol	Pg
75234	OR	1169	109

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 75234

Amount: 20.00

Receipt Number: 10396

Vol: 1169 Page: 109

Recorded: Jul 03,2012 at 02:54P

By,
Julia Arizpe, Deputy

Return To:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Sandra Kaye Burns, dealing in sole and separate property, whose address is 4141 Mendenhall Drive, Dallas, TX 75244-7302, as Lessor, and **Istrouma Resources, Inc**., as Lessee, whose address is 1009 N. Earl Rudder Fwy., Suite 250, Bryan, TX 77802 entered into an Oil and Gas Lease dated June 5, 2012, covering the following described land situated in Madison County, State of Texas, to wit:

65.0 acres of land, more or less, a part of the Samuel Hewes Survey, A-122, Madison County, Texas, more particularly described in a Mineral and Royalty Deed dated November 21, 1953, from J. B. Smith and wife, Alda Janie Smith, to Clyde Burns recorded in Volume 107, at Page 183 of the Real Property Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Sandra Kaye Burns

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on this 29 day of June, 2012 by Sandra Kaye Burns.

My Commission Expires:

CLARICE H ROARK
My Commission Expires
January 11, 2016

Clarice H Roark
Notary Public, State of Texas

* * *

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 10th day of July, 2012 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Daphne Newchurch
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 75864

Amount: 20.00

Receipt Number: 10611

Vol: 1177 Page: 322

Recorded: Aug 02,2012 at 02:43P

By,
Julia Arizpe, Deputy

Return To:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

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

		Doc	Bk	Vol	Pg
STATE OF TEXAS	§	77790	OR	1206	127
COUNTY OF MADISON	§				

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS MEMORANDUM, made this 23rd day of October, 2012, by and between, **MARION STAWNICZ AND WIFE, MARIE STAWNICZ**, whose mailing address is 13200 EAST OSR ROAD, HEARNE, TX 77859, **Lessor**, and **EOG RESOURCES, INC.,** whose mailing address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703, **Lessee**.

WITNESSETH: That Lessor, for a valuable consideration, the receipt which is hereby acknowledged, and in consideration of the covenants of the Lessee set forth in that Oil and Gas Lease dated **October 23, 2012**, for a term of **three (3) years with the option to extend the lease for an additional Two (2) years** between the Lessor and Lessee hereto covering the lands hereinafter described, does by such Oil and Gas Lease and hereby lease and let exclusively unto said Lessee for the purposes and the right to explore, produce and market oil and gas, including casinghead gas and other gaseous substances on and from all those certain lands situated in the County of MADISON, State of TEXAS, and more particularly described as follows:

120.0 acres, more or less, out of the Samuel Hewes 1/3 League, A- 122, Madison County, Texas.

TRACT 1: 90.0 acres, more or less, out of the Samuel Hewes 1/3 League, A- 122, Madison County, Texas, and being the same land described in "Tract II" in that certain deed dated November 26, 1986, from Marion V. Stawnicz and wife, Betty Sue Stawnicz to Robert Allen Chalk and wife, Barbara Sue Chalk, recorded in Volume 325, Page 735, Official Records, Madison County, Texas.

TRACT 2: 30.0 acres, more or less, out of the Samuel Hewes 1/3 League, A- 122, Madison County, Texas, and being the same land described in "Tract I" in that certain deed dated November 26, 1986, from Marion V. Stawnicz and wife, Betty Sue Stawnicz to Robert Allen Chalk and wife, Barbara Sue Chalk, recorded in Volume 325, Page 735, Official Records, Madison County, Texas.

The described land shall be deemed to comprise 120.0 acres, whether it actually comprises more or less.

DEED REFERENCES MADE HEREIN FOR ALL PURPOSES, INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS

This Memorandum of Lease is to be placed of public record to serve notice and existence of said lease and in no way shall it supersede such lease or abrogate, change, alter or modify any of the terms or conditions or any of the rights or obligations of either the Lessor or Lessee pursuant to the same. Reference is hereby made to the executed Oil and Gas Lease, a copy of which is in the possession of Lessor and Lessee, for all of the provisions and conditions thereof, and by this reference such provisions and conditions are incorporated herein and made a part hereof for any and all purposes and respects as though it is fully set forth herein.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

MARION STAWNICZ

Marie Stawnicz
MARIE STAWNICZ

ACKNOWLEDGMENT

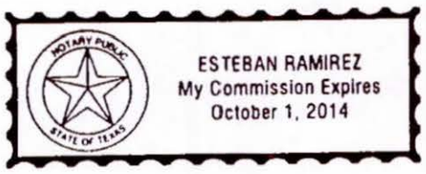
STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 24 day of October, 2012 by MARION STAWNICZ, for the consideration therein expressed and in the capacity therein stated.

Esteban Ramirez
Notary Public of TEXAS

STATE OF TEXAS §
COUNTY OF Brazos §

This instrument was acknowledged before me on the 24 day of October, 2012 by MARIE STAWNICZ, for the consideration therein expressed and in the capacity therein stated.



Esteban Ramirez
Notary Public of TEXAS

Filed by and Return to:

EOG FIELD LAND OFFICE
809 UNIVERSITY DR. EAST, STE 100B
COLLEGE STATION, TX 77840-2173

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 77790

Amount: 20.00

Receipt Number: 11261

Vol: 1206 Page: 128

Recorded: Oct 25,2012 at 04:16P

By,
Julia Arizpe, Deputy

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

STATE OF TEXAS §

COUNTY OF MADISON §

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS MEMORANDUM, made this 10th day of January, 2013, by and between, **VERINDA DELAYNE BROUSSARD F/K/A VERINDA DELAYNE GREENE**, whose mailing address is 2990 CR 331, CHEROKEE, TEXAS 76832, **Lessor.** and **EOG RESOURCES, INC.,** whose mailing address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703, **Lessee.**

WITNESSETH: That Lessor, for a valuable consideration, the receipt which is hereby acknowledged, and in consideration of the covenants of the Lessee set forth in that Oil and Gas Lease dated **January 10, 2013,** for a term of **three (3) years with the option to extend the lease for an additional Two (2) years** between the Lessor and Lessee hereto covering the lands hereinafter described, does by such Oil and Gas Lease and hereby lease and let exclusively unto said Lessee for the purposes and the right to explore, produce and market oil and gas, including casinghead gas and other gaseous substances on and from all those certain lands situated in the County of MADISON, State of Texas, and more particularly described as follows:

117.984 acres of land, more or less, out of the Samuel Hews 1/3 League, A-122, Madison County, Texas, and being the same land described in a Warranty Deed from Harold W. French to Robert A. Chalk and wife, Barbara Sue Chalk, dated March 3, 1979, and recorded in Volume 227, Page 769, of the Deed Records of Madison County, Texas.

The described land shall be deemed to comprise 117.984 acres, whether it actually comprises more or less.

DEED REFERENCES MADE HEREIN FOR ALL PURPOSES, INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS

This Memorandum of Lease is to be placed of public record to serve notice and existence of said lease and in no way shall it supersede such lease or abrogate, change, alter or modify any of the terms or conditions or any of the rights or obligations of either the Lessor or Lessee pursuant to the same. Reference is hereby made to the executed Oil and Gas Lease, a copy of which is in the possession of Lessor and Lessee, for all of the provisions and conditions thereof, and by this reference such provisions and conditions are incorporated herein and made a part hereof for any and all purposes and respects as though it is fully set forth herein.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

Verinda DeLayne Broussard

VERINDA DELAYNE BROUSSARD F/K/A VERINDA DELAYNE GREENE

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF San Saba §

This instrument was acknowledged before me on the 29th day of January, 2013 by VERINDA DELAYNE BROUSSARD F/K/A VERINDA DELAYNE GREENE, for the consideration therein expressed and in the capacity therein stated.

Nancy Bush
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 03-05-2013

Nancy Bush
Notary Public of TEXAS

Filed by and Return to:

EOG FIELD LAND OFFICE
809 UNIVERSITY DR. EAST, STE 101A
COLLEGE STATION, TX 77840-2173

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 79581

Amount: 20.00

Receipt Number: 12047

Vol: 1232 Page: 337

Recorded: Feb 04,2013 at 03:07P

By,
Julia Arizpe, Deputy

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

STATE OF TEXAS §

COUNTY OF MADISON §

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS MEMORANDUM, made this 10th day of January, 2013, by and between, **VICKEY JEANNETTE BEST F/K/A VICKEY JEANNETTE GREENE**, whose mailing address is 11400 W. PARMER LN. #134, CEDAR PARK, TEXAS 78613, **Lessor**, and **EOG RESOURCES, INC.**, whose mailing address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703, **Lessee**.

WITNESSETH: That Lessor, for a valuable consideration, the receipt which is hereby acknowledged, and in consideration of the covenants of the Lessee set forth in that Oil and Gas Lease dated **January 10, 2013**, for a term of **three (3) years with the option to extend the lease for an additional Two (2) years** between the Lessor and Lessee hereto covering the lands hereinafter described, does by such Oil and Gas Lease and hereby lease and let exclusively unto said Lessee for the purposes and the right to explore, produce and market oil and gas, including casinghead gas and other gaseous substances on and from all those certain lands situated in the County of MADISON, State of Texas, and more particularly described as follows:

117.984 acres of land, more or less, out of the Samuel Hews 1/3 League, A-122, Madison County, Texas, and being the same land described in a Warranty Deed from Harold W. French to Robert A. Chalk and wife, Barbara Sue Chalk, dated March 3, 1979, and recorded in Volume 227, Page 769, of the Deed Records of Madison County, Texas.

The described land shall be deemed to comprise 117.984 acres, whether it actually comprises more or less.

DEED REFERENCES MADE HEREIN FOR ALL PURPOSES, INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS

This Memorandum of Lease is to be placed of public record to serve notice and existence of said lease and in no way shall it supersede such lease or abrogate, change, alter or modify any of the terms or conditions or any of the rights or obligations of either the Lessor or Lessee pursuant to the same. Reference is hereby made to the executed Oil and Gas Lease, a copy of which is in the possession of Lessor and Lessee, for all of the provisions and conditions thereof, and by this reference such provisions and conditions are incorporated herein and made a part hereof for any and all purposes and respects as though it is fully set forth herein.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

Vickey Jeannette Best

VICKEY JEANNETTE BEST F/K/A VICKEY JEANNETTE GREENE

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on the 19th day of January, 2013 by VICKEY JEANNETTE BEST F/K/A VICKEY JEANNETTE GREENE, for the consideration therein expressed and in the capacity therein stated.

MARILYN RICKMAN
Notary Public, State of Texas
My Commission Expires
February 3, 2013

Marilyn Rickman
Notary Public of TEXAS

Filed by and Return to:

EOG FIELD LAND OFFICE
809 UNIVERSITY DR. EAST, STE 100B
COLLEGE STATION, TX 77840-2173

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 79584

Amount: 20.00

Receipt Number: 12047

Vol: 1232 Page: 343

Recorded: Feb 04,2013 at 03:07P

By,
Julia Arizpe, Deputy

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

STATE OF TEXAS §

COUNTY OF MADISON §

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS MEMORANDUM, made this 26th day of March, 2013, by and between, **AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON, BY: DIANNE HESS & EILEEN MAAS, AS CO-TRUSTEES**, whose mailing address is 4010 SANDLEWOOD DRIVE, PASADENA, TEXAS 77504, **Lessor**, and **EOG RESOURCES, INC.,** whose mailing address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703, **Lessee.**

WITNESSETH: That Lessor, for a valuable consideration, the receipt which is hereby acknowledged, and in consideration of the covenants of the Lessee set forth in that Oil and Gas Lease dated **March 26, 2013**, for a term of **three (3) years with the option to extend the lease for an additional Two (2) years** between the Lessor and Lessee hereto covering the lands hereinafter described, does by such Oil and Gas Lease and hereby lease and let exclusively unto said Lessee for the purposes and the right to explore, produce and market oil and gas, including casinghead gas and other gaseous substances on and from all those certain lands situated in the County of MADISON, State of Texas, and more particularly described as follows:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson, to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

The described land shall be deemed to comprise 50.0 acres, whether it actually comprises more or less.

DEED REFERENCES MADE HEREIN FOR ALL PURPOSES, INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS

This Memorandum of Lease is to be placed of public record to serve notice and existence of said lease and in no way shall it supersede such lease or abrogate, change, alter or modify any of the terms or conditions or any of the rights or obligations of either the Lessor or Lessee pursuant to the same. Reference is hereby made to the executed Oil and Gas Lease, a copy of which is in the possession of Lessor and Lessee, for all of the provisions and conditions thereof, and by this reference such provisions and conditions are incorporated herein and made a part hereof for any and all purposes and respects as though it is fully set forth herein.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

Dianne Hess

AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON
BY: DIANNE HESS, AS CO-TRUSTEE

Eileen Maas

AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON
BY: EILEEN MAAS, AS CO-TRUSTEE

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 18 day of APRIL, 2013 by AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON, BY: DIANNE HESS, AS CO-TRUSTEE, for the consideration therein expressed and in the capacity therein stated.

Cathy Friday
Notary Public of TEXAS

CATHY JEAN FRIDAY
Notary Public, State of Texas
My Commission Expires
May 05, 2017

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 18 day of APRIL, 2013 by AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON, BY: EILEEN MAAS, AS CO-TRUSTEE, for the consideration therein expressed and in the capacity therein stated.

Cathy Friday
Notary Public of TEXAS

CATHY JEAN FRIDAY
Notary Public, State of Texas
My Commission Expires
May 05, 2017

SASE
Filed by and Return to:

EOG FIELD LAND OFFICE
809 UNIVERSITY DRIVE EAST, STE 101A
COLLEGE STATION, TX 77840-2173

Doc	Bk	Vol	Pg
80986	OR	1252	276

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 80986

Amount: 20.00

Receipt Number: 12664

Vol: 1252 Page: 276

Recorded: May 01,2013 at 10:52A

By,
Charlotte Barrett, County Clerk

SASE
EOG Field Land Office

300408

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 12th day of November, 2001,
between EVELYN MUNTZ, a widow
Lessor (whether one or more), whose address is 2022 Montrose Drive, Tyler, Texas 75701
and CENTURY EXPLORATION COMPANY, 3838 N. Causeway Blvd, Suite 2800, Metairie, Louisiana 70002, Lessee,
WITNESSETH

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

14.0 acres of land, more or less, part of the A. McKinnon Survey (sometimes called the S. M. Morrison 227-acre Survey), A-1329, Leon County, Texas, described as Blocks 11 and 12 of the Detroit Pecan Orchard Subdivision of the S. M. Morrison 227-acre tract, Plat #2, a map of which is recorded in Plat Book 1, Envelope 8B of the Plat Records of Leon County, Texas

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 4.00 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

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

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

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

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

6. Whenever used in this lease the 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well

shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

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

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

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

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

12. Notwithstanding the grant herein of "oil, gas and other minerals", it is the intention of the parties hereto that such grant shall include only oil, gas and all other liquefied and gaseous hydrocarbons together with other associated products mined or refined as byproducts of or in connection with oil and gas production.

13. Production from or operations on a pooled unit or units embracing a portion or portions of the leased premises will maintain this Lease in force only as to the acreage embraced in said unit or units. This Lease may be maintained as to acreage not included in such unit or units in any manner provided herein.

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

Evelyn Muntz
EVELYN MUNTZ
SS#: 455-78-2546

SS#:

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF SMITH

This instrument was acknowledged before me on the 18th day of December, 2001,
by EVELYN MUNTZ

My Commission expires: 9-10-05

Linda Ann Knight
Notary Public in and for the State of Texas

LINDA ANN KNIGHT
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 09-10-05

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 2001,
by _____

My Commission expires: _____

_____
Notary Public in and for the State of

THE STATE OF TEXAS
COUNTY OF LEON

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 3rd day of April A.D.20 02, at 9:00 o'clock A. M., and was duly recorded by me on the 9th day of April, A.D. 2002 in Vol. 1109 page 319, of the Official Records of said County.

WITNESS MY HAND and the seal of the County Court of said County, at my office in Centerville, Texas, the day and year last above written.

By Linda Manning, Deputy

CARLA McEACHERN
County Clerk Leon County, Texas

VOL 1109 PAGE 320

BEAR GRAPHICS, INC.

RECORDER'S NOTE: Notary Seal Dim On Original Instrument.

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Kim D. Dawson f/k/a Kim Cornell, a single woman, whose address is 38693 OSR, Normangee, TX 77871, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated January 25, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

29.283 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, described in the following three tracts:

Tract 1: 14.1415 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particularly described as First Tract in a Partition Deed dated March 19, 1984, from George M. Bingham, et al, to Beth Bingham Dauterive recorded in Volume 277, at Page 77 of the Official Records of Madison County, Texas.

Tract 2: 1.0 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particularly described as Third Tract in a Partition Deed dated March 19, 1984, from George M. Bingham, et al, to Beth Bingham Dauterive recorded in Volume 277, at Page 77 of the Official Records of Madison County, Texas

Tract 3: 14.1415 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particularly described as Exhibit "A" in a Warranty Deed dated February 8, 1993, from George Bingham to Kim Cornell recorded in Volume 400, at Page 570 of the Official Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Kim D. Dawson f/k/a Kim Cornell, a single woman

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Madison §

This instrument was acknowledged before me on this 16 day of Feb., 2011 by Kim D. Dawson f/k/a Kim Cornell, a single woman.

My Commission Expires:

11-16-2014

Theresa M. Bledsoe
Notary Public, State of Texas

THERESA M BLEDSOE
Notary Public, State of Texas
My Commission Expires 11-16-2014

* * *

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 18 day of FEBRUARY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
67840	OR	1074	168

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 67840

Amount: 20.00

Receipt Number: 7524

Vol: 1074 Page: 166

Recorded: Mar 16,2011 at 08:18A

By,
Anna Eubank, Deputy

Istrouma Resources Inc

MEMORANDUM OF OIL AND GAS LEASE

Doc 67841 Bk OR Vol 1074 Pg 169

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, **William Henry Bingham, Individually and as Independent Executor of the Estate of Kenneth Bernard Bingham, deceased, 9239 Autumsong Dr., Houston, TX 77064-4546**, and Istrouma Resources, Inc., as Lessee, whose address is P.O. Box 4688, Bryan, TX, 77805, entered into an Oil and Gas Lease dated February 18, 2011, covering the following described land situated in Madison County, State of Texas, to wit.

15.1415 acres of land, more or less, out of the Samuel Hewes Survey, A-122, Madison County, Texas, being the same tract of land described, in that certain Deed dated October, 20th, 2000 from Nancy A. Hartnett as Trustee of the George M. Bingham Family Trust under the Will of George M. Bingham, deceased and Nancy A. Hartnett, Personal Representative of the Estate of George M. Bingham, deceased to Gregory D. Zook and wife, Debra S. Zook, recorded at Volume 560, Page 119, Official Public Records of Madison County, Texas

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a three (3) year primary term with a two (2) year option.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

William H Bingham

William Henry Bingham, Individually and
As Independent Executor of the Estate of
Kenneth Bernard Bingham, Deceased

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF MADISON §

This instrument was acknowledged before me on this 24TH day of FEBRUARY, 2011 by William Henry Bingham, Individually and as Independent Executor of the Estate of Kenneth Bernard Bingham, deceased

Commission Expires:

05-13-14

Faye Asempa
Notary Public, State of Texas

FAYE ASEMPA
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-13-14

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 8 day of MARCH, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
67841	OR	1074	171

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 67841

Amount: 20.00

Receipt Number: 7524

Vol: 1074 Page: 169

Recorded: Mar 16,2011 at 08:18A

By,
Anna Eubank, Deputy

Instrument Resources Inc

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Dianne Hess, married dealing in her sole and separate property, as Lessor, whose address is 4010 Sandlewood, Pasadena, Texas 77504 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated March 3rd, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:
Dianne Hess
Dianne Hess

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this 29 day of March, 2011 by Dianne Hess.

My Commission Expires: May 5, 2013

Cathy Friday
Notary Public, State of Texas

CATHY J. FRIDAY
Notary Public, State of Texas
My Commission Expires
May 05, 2013

STATE OF TEXAS §

COUNTY OF §

This instrument was acknowledged before me on this 29 day of March, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:
May 5, 2013

See next page

Cathy Friday
Notary Public, State of Texas

Memorandum of Oil and Gas Lease
Lessor: Dianne Hess, a married woman dealing in her sole and separate property
Lessee: Istrouma Resources, Inc.
Dated: March 3, 2011
Re: 50.0 acres, more or less, in the Eli Fenn Survey, A-96, Madison County, Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 25 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

_____

_____
Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
68779	OR	1085	172

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68779

Amount: 20.00

Receipt Number: 7846

Vol: 1085 Page: 170

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

Doc	Bk	Vol	Pg
68780	OR	1085	173

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Jill Alexander Essbaum, dealing in her sole and separate property, as Lessor, whose address is 1809 Cloverleaf Drive, Austin, Texas 78723 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 21st, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Jill Alexander Essbaum

Jill Alexander Essbaum

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1 day of ~~February~~ April, 2011 by Jill Alexander Essbaum.

My Commission Expires: July 31, 2013

Notary Public, State of Texas

ISAI ALEJO
Notary Public, State of Texas
My Commission Expires
July 31, 2013

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 25 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
68780	OR	1085	174

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68780

Amount: 16.00

Receipt Number: 7846

Vol: 1085 Page: 173

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc	Bk	Vol	Pg
68782	OR	1085	177

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Andrea R. Gossett, dealing in her sole and separate property, as Lessor, whose address is 2415 Locke Lane, Houston, Texas 77019 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 24th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Andrea R. Gossett

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 24 day of ~~February~~ March, 2011 by Andrea R. Gossett.

My Commission Expires: 12-16-2012

Notary Public, State of Texas

J. A. BANKER
Notary Public, State of Texas
My Commission Expires
December 16, 2012

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
68782	OR	1085	178

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68782

Amount: 16.00

Receipt Number: 7846

Vol: 1085 Page: 177

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc 68783 Bk OR Vol 1085 Pg 179

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Debbie Schulz Wilson and husband, Wayne B. Wilson, as Lessor, whose address is 400 Northport Drive #509, Cabot, Arkansas 72023 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 15th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Debbie Schulz Wilson

Wayne B. Wilson

LESSEE:
Istrouma Resources, Inc.

By: _____
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF ARKANSAS §

COUNTY OF FAULKNER §

This instrument was acknowledged before me on this 3rd day of ~~February~~ March, 2011 by Debbie Schulz Wilson and husband, Wayne B. Wilson.

My Commission Expires: 9/18/2018

Barbara L. Robinson
Notary Public, State of Arkansas

BARBARA L. ROBINSON
MY COMMISSION # 12367981
EXPIRES: September 18, 2018
Faulkner County

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

_____
Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
68783	OR	1085	180

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68783

Amount: 16.00

Receipt Number: 7846

Vol: 1085 Page: 179

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc	Bk	Vol	Pg
68784	OR	1085	181

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Peggy Schulz Mote, dealing in her sole and separate property, as Lessor, whose address is 11205 33rd Street, Sante Fe, Texas 77510 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 15th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Peggy Schulz Mote

LESSEE:
Istrouma Resources, Inc.

By: J E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF ~~BRAZORIA~~ Galveston §

This instrument was acknowledged before me on this 24th day of February, 2011 by Peggy Schulz Mote.

My Commission Expires: June 16, 2013

Diane Schlageter
Notary Public, State of Texas

DIANE L SCHLAGETER
My Commission Expires
June 16, 2013

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
68784	OR	1085	182

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68784

Amount: 16.00

Receipt Number: 7846

Vol: 1085 Page: 181

Recorded: May 06,2011 at 11:25A

By:
Anna Eubank, Deputy

Return to:

Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc 68785 Bk OR Vol 1085 Pg 183

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Luna Ann Schulz Lassiter, a married woman dealing in her sole and separate property, as Lessor, whose address is 15105 Lakeview Drive, Houston, Texas 77040 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 10th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Luna Anne Schulz Lassiter

Luna Ann Schulz Lassiter

LESSEE:
Istrouma Resources, Inc.

By: J E Hodges Jr

Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 23 day of February, 2011 by Luna Ann Schulz Lassiter.

My Commission Expires:

ULISSES CARSI
My Commission Expires
December 1, 2013

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12th day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc	Bk	Vol	Pg
68785	OR	1085	184

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68785

Amount: 16.00

Receipt Number: 7846

Vol: 1085 Page: 183

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:

Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

(7) 7-d

File No. MF 115444
Adjacent Lease Schedule

Date Filed: 6-14-13
Jerry E. Patterson, Commissioner

By SSD

MEMORANDUM OF OIL AND GAS LEASE

Doc	Bk	Vol	Pg
68786	OR	1085	185

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Walter Lee Schulz, Jr., a married man dealing in his sole and separate property, as Lessor, whose address is 621 Hwy 77 South, Bishop, Texas 78343 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 10th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Walter Lee Schulz Jr.

Walter Lee Schulz, Jr.

LESSEE:
Istrouma Resources, Inc.

By: J E Hodges Jr

Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF KLEBERG §

This instrument was acknowledged before me on this 17th day of February, 2011 by Walter Lee Schulz, Jr.

My Commission Expires: 09-25-2012

Notary Public, State of Texas

DANIEL LEE WALKER NOTARY PUBLIC STATE OF TEXAS 09-25-2012

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH MY COMMISSION EXPIRES October 18, 2011

Doc	Bk	Vol	Pg
68786	OR	1085	186

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68786

Amount: 16.00

Receipt Number: 7846

Vol: 1085 Page: 185

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc	Bk	Vol	Pg
68787	OR	1085	187

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Donald K. Baker and wife, Joan Baker, as Lessor, whose address is 3802 E. Broadway, Pearland, Texas 77581 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 18th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Donald K Baker
Donald K. Baker

Mary Joan Baker
Joan Baker

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 23rd day of February 2011 by Donald K. Baker and wife, Joan Baker.

My Commission Expires: 11-27-12

Janie Stockdale
Notary Public, State of Texas

JAMIE STOCKDALE
Notary Public,
State of Texas
Comm. Exp. 11-27-12

STATE OF TEXAS §

COUNTY OF §

This instrument was acknowledged before me on this ___ day of _____, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

_____

Notary Public, State of Texas

Doc 68787 Bk OR Vol 1085 Pg 188

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc	Bk	Vol	Pg
68787	OR	1085	189

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68787

Amount: 20.00

Receipt Number: 7846

Vol: 1085 Page: 187

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:

Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc 68788 Bk OR Vol 1085 Pg 190

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Frank J. Baker, dealing in his sole and separate property, as Lessor, whose address is 3901 Doris Street, Texas 77414 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 18th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Frank J. Baker

Frank J. Baker

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF ~~MATAGORDA~~ §

This instrument was acknowledged before me on this 3rd day of ~~February~~ MARCH, 2011 by Frank J. Baker.

My Commission Expires: 8/20/2014

Doris Genzer
Notary Public, State of Texas

DORIS GENZER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 8/20/14

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
68788	OR	1085	191

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68788

Amount: 16.00

Receipt Number: 7846

Vol: 1085 Page: 190

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

Doc Bk Vol Pg
68789 OR 1085 192

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Janet B. Gilbert and husband, Gerald Gilbert, as Lessor, whose address is 455 VZR 4902, Ben Wheeler, Texas 75754 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 10th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Janet B. Gilbert
Janet B. Gilbert

Gerald Gilbert
Gerald Gilbert

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF VAN ZANDT §

This instrument was acknowledged before me on this 15th day of ~~February~~ March, 2011 by Janet B. Gilbert and Gerald Gilbert.

My Commission Expires: 3-17-2013

Sue Lyle
Notary Public, State of Texas

SUE LYLE
Notary Public, State of Texas
My Commission Expires
MARCH 17, 2013

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
68789	OR	1085	193

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68789

Amount: 16.00

Receipt Number: 7846

Vol: 1085 Page: 192

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc 68790 Bk OR Vol 1085 Pg 194

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Dorothy Blackman Russell, a married woman dealing in her sole and separate property, as Lessor, whose address is 2402 Fairwind Drive, Houston, Texas 77062 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 10th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Dorothy Blackman Russell

Dorothy Blackman Russell

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 7 day of ~~February~~ March, 2011 by Dorothy Blackman Russell.

My Commission Expires: 10/05/2013

Jennifer Sims
Notary Public, State of Texas

JENNIFER SIMS
Notary Public, State of Texas
My Commission Expires:
10/05/2013

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of APRIL, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc	Bk	Vol	Pg
68790	OR	1085	195

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68790

Amount: 16.00

Receipt Number: 7846

Vol: 1085 Page: 194

Recorded: May 06,2011 at 11:25A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Flora Bell Hardin, a single woman, whose address is 38759 OSR, Normangee, TX 77871, as Lessor, and **Istrouma Resources, Inc.**, as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805 entered into an Oil and Gas Lease dated May 3, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

1.0 acres of land, more or less, a part of the Samuel Hewes Survey, Abstract 122, Madison County, Texas, more particularly described in a Vendor's Lien Deed dated March 14, 2001, from Nancy A. Hartnett, Personal Representative and Trustee, to Flora Bell Hardin, recorded in Volume 571, at Page 324 of the Official Public Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.

2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

x Flora Bell Hardin

Flora Bell Hardin, a single woman

LESSEE:

Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.

Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Leon §

This instrument was acknowledged before me on this 3 day of May, 2011 by Flora Bell Hardin, a single woman.

My Commission Expires:

4-8-13

Rachael B. Robinson
Notary Public, State of Texas

RACHAEL B. ROBINSON
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-08-2013

* * *

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 17 day of MAY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

_____

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc	Bk	Vol	Pg
68961	OR	1087	268

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68961

Amount: 20.00

Receipt Number: 7925

Vol: 1087 Page: 266

Recorded: May 20,2011 at 10:17A

By,
Anna Eubank, Deputy

Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

Doc	Bk	Vol	Pg
68964	OR	1087	274

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Michael Baker, , dealing in his sole and separate property, as Lessor, whose address is 2421 South Venice, Pearland, Texas 77581 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 24th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Michael Baker

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

CLAUDIA S. PARR
MY COMMISSION EXPIRES
October 21, 2012

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 20th day of March, 2011 by Michael Baker.

My Commission Expires: Oct 21, 2012

Claudia S. Parr
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 12 day of April, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc	Bk	Vol	Pg
68964	OR	1087	275

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 68964

Amount: 16.00

Receipt Number: 7925

Vol: 1087 Page: 274

Recorded: May 20,2011 at 10:17A

By,
Anna Eubank, Deputy

Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON § MAAS

WHEREAS, Eileen ~~Mass,~~ married dealing in her sole and separate property, as Lessor, whose address is 4934 White Manor Drive, Pasadena, Texas 77505-5475 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated March 3rd, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Eileen Maas

Eileen ~~Mass~~ MAAS

LESSEE:
Istrouma Resources, Inc.

By: J E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this 3 day of ~~March~~ June, 2011 by Eileen ~~Mass~~ MAAS.

My Commission Expires: 2-2-2012

Debbie K. Walker
Notary Public, State of Texas

DEBBIE K. WALKER
Notary Public, State of Texas
My Commission Expires
February 02, 2012

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 23 day of JUNE, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 69653

Amount: 16.00

Receipt Number: 8209

Vol: 1097 Page: 81

Recorded: Jul 08,2011 at 01:49P

By,
Susanne Morris, Deputy

Istrouma Res. Inc.
P.O. Box 4688
Bryan, TX. 77805

Doc 70327 Bk OR Vol 1105 Pg 279

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Jay Schulz and wife, Nicole Schulz, as Lessor, whose address is 6171 Blackburn Court, League City, Texas 77573 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated February 21st, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

For purposes of this lease 50.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Jay Schulz

Nicole Schulz

LESSEE:
Istrouma Resources, Inc.

By: _____
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27th day of ~~February~~ June 9th, 2011 by Jay Schulz and Jill Schulz.

My Commission Expires: 03/17/2014

Notary Public, State of Texas

SHANNON MILLER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/17/2014

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 15 day of AUGUST, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
My Commission Expires
October 18, 2015

Notary Public, State of Texas

Doc	Bk	Vol	Pg
70327	OR	1105	280

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 70327

Amount: 16.00

Receipt Number: 8492

Vol: 1105 Page: 279

Recorded: Aug 25,2011 at 10:53A

By,
Anna Eubank, Deputy

Return to:
Istrouma Resources, Inc.
1009 N. Earl Rudder Freeway
Suite 250
Bryan, TX 77802

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 28th day of January, 2011, between, Gregory D. Zook, and wife, Debra S. Zook, hereinafter called "Lessor" (whether one or more),

whose post office address is: P.O. Box 302, Orchard, TX 77464

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 100 Independence Place, Suite 300, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

15.1415 acres, more or less, part of the Samuel Hews Survey, A-122, Madison County, Texas, being the same lands described in Deed dated October 20, 2000 from Nancy A. Hartnett, et al, to Gregory D. Zook, et ux, recorded in Volume 560, Page 119, Official Public Records of Madsion County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 15.1415 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "Primary term"), and as long thereafter as oil, gas or other minerals is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three hundred seventy five & No/100 Dollars ($375.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x Gregory D. Zook
Gregory D. Zook

x Debra S. Zook
Debra S. Zook

KELI S. SMITH
MY COMMISSION EXPIRES
February 26, 2014

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF x Fort Bend

This instrument was acknowledged before me this x 14th day of x February, 2011, by Gregory D. Zook and Debra S. Zook.

My Commission Expires: x 2-26-2014

x _____, Notary Public

Doc 67725 Bk OR Vol 1072 Pg 305

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Notwithstanding anything to the contrary contained in this lease, in case of one or more producing units being formed, production from such unit or units shall keep this lease in effect only insofar as the same covers and applies to the part of the leased premises included in such unit or units from which there is production in paying quantities. At the expiration of the primary term, this lease shall terminate as to all of the leased premises except such part thereof as are included in such unit or units from which oil, and/or gas is being produced, or drilling or reworking operations are being conducted, or shut-in royalties are being paid on wells capable of but not actually producing minerals as defined in the lease.

6. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

7. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: / B. Z., JB

Doc	Bk	Vol	Pg
67725	OR	1072	307

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 67725

Amount: 24.00

Receipt Number: 7480

Vol: 1072 Page: 304

Recorded: Mar 09,2011 at 11:01A

By,
Anna Eubank, Deputy

John L. Robertson
P.O. Box 1600
JASPER, TEXAS 75951

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.

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 6th day of April, 2010, between **EBBY LAVERNE GREENE FAMILY TRUST**, hereinafter called "Lessor" (whether one or more), whose address is: 2990 CR 331, Cherokee, Texas 76832 and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose address is 404 Independence Place, Suite 300, Tyler, Texas 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas, to wit:

117.984 acres of land, more or less, a part of the Samuel Hewes Survey, A-122, and being the same land described in that certain Warranty Deed With Vendor's Lien, dated October 10, 1973, from E. L. Greene to Kenneth R. Hammett, recorded in Volume 199, Page 318 of the Deed Records of Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 117.984 acres, whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee, 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. **OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASES:** 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three Hundred & No/100 Dollars ($300.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

EBBY LAVERNE GREENE FAMILY TRUST

By: Verinda DeLayne Broussard
VERINDA DELAYNE BROUSSARD, Co-Trustee

Vickey Jeannette Best
VICKEY JEANNETTE BEST, Co-Trustee

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF LAMPASAS

This instrument was acknowledged before me this 20th day of April, 2010 by Verinda Delayne Broussard and Vickey Jeannette Best, as Co-Trustees of the Ebby Laverne Greene Family Trust.

ELIZABETH WATSON
Notary Public
STATE OF TEXAS
My Comm. Exp. May 13, 2013

Elizabeth Watson
Notary Public, State of Texas
My Commission Expires 5-13-13

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease by and between the Ebby Laverne Greene Family Trust as Lessor and East Texas Oil & Gas, LLC, as Lessee, dated April 6, 2010.

The following 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.

16. This lease covers only oil, gas and other hydrocarbons normally produced therewith, but does not cover or include any other minerals whatsoever. Among those minerals excluded from the terms and provisions of this lease are specifically, but not limited to the following: sulphur (except that produced in association with oil and gas), coal, lignite, iron ore, sand, gravel, limestone, shale, clay, uranium, thorium, vanadium, bentonite, plutonium and all other fissionable materials.

17. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

18. Lessee agrees to use reasonable care in its operations on the leased premises, and within a reasonable period of time after completion of any drilling operations on the leased premises, Lessee shall proceed with reasonable diligence to endeavor to restore the surface of the leased premises to as near its original condition as reasonably practicable in the sole judgment of Lessee, and shall pay Lessor in full for all actual permanent damages caused by Lessee's operations to crops, livestock, land or improvements situated on the leased premises. Upon written request by Lessor and prior to installation by Lessee, Lessee shall bury pipelines below ordinary plow depth.

19. At the end of the primary term of this lease or upon the cessation of any drilling operations being conducted at the end of the primary term on the leased premises or on land pooled therewith, this lease shall terminate automatically as to all of the mineral estate lying more than one hundred (100) feet below the stratigraphic equivalent of the base of the deepest producing formation in which Lessee has completed a well as a well capable of producing in paying quantities of covered minerals from the lands covered by this lease or from other lands, if any, pooled or unitized with said lands. Upon termination of this lease as to such depths, Lessor and Lessor's heirs, legal and personal representatives, successors, lessees or assigns, thereafter shall have the right to reasonable use of the leased premises, but without unreasonable interference with Lessee's rights granted hereunder the terms of this lease, for the purposes of investigating, exploring, prospecting and drilling for, producing and owning covered minerals from the depths as to which this lease has terminated.

20. If, at the end of the primary term of this lease, a portion or portions of the leased premises are pooled or unitized with other lands not covered by this lease so as to form a pooled unit or units, drilling or reworking operations on or production from such unit or units will maintain this lease in force only as to the portion or portions of the leased premises included in such unit or units. Any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased or lands pooled therewith that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on such property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole or as an oil and/or gas well and the commencement of operations for the drilling of a subsequent well on such property.

SIGNED FOR IDENTIFICATION ONLY:

Verinda Delayne Brpussard, Co-Trustee

Vickey Jeannette Best, Co-Trustee

Doc	Bk	Vol	Pg
63875	OR	1020	319

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 63875

Amount: 24.00

Receipt Number: 5842

Vol: 1020 Page: 316

Recorded: May 18,2010 at 09:10A

By,
Anna Eubank, Deputy

Paula Robertson
P.O. Box 1524
Carthage, TX 75633

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PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 13th day of February, 2010, between **JOSEPH S. BINDO and wife, ELAINE M. BINDO**, hereinafter called "Lessor" (whether one or more), whose address is: 9302 Grand Oak Cove, Austin, Texas 78750 and EAST TEXAS OIL & GAS, LLC, hereinafter called lessee", whose address is 404 Independence Place, Suite 300, Tyler, Texas 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas, to wit:

60.647 acres of land, more or less, a part of the Samuel Hewes Survey, A-122, Madison County, Texas and being the same land described in that certain Warranty Deed, dated January 18, 1982, from Joseph S. Bindo and wife, Elaine M. Bindo to Marion V. Stawnicz and wife, Betty S. Stawnicz, recorded in Volume 249, Page 415 of the Deed Records of Madison County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 60.647 acres, whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee, 1/5 of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5 of the gas so used off said land; (d) on all minerals mined and marketed, 1/5, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8, The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASES: 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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Three Hundred Twenty-Five & No/100 Dollars ($325.00) per net mineral acre to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Joseph S. Bindo
JOSEPH S. BINDO

Elaine M. Bindo
ELAINE M. BINDO

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me this 5 day of March, 2010, by Joseph S. Bindo and wife Elaine M. Bindo.

BETH DUNLEAVY
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-10-13

Beth Dunleavy
Notary Public, State of Texas
My Commission Expires 2-10-13

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease by and between Joseph S. Bindo and wife, Elaine M. Bindo, as Lessor and East Texas Oil & Gas, LLC, as Lessee, dated February 13, 2010.

The following 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.

16. This lease covers only oil, gas and other hydrocarbons normally produced therewith, but does not cover or include any other minerals whatsoever. Among those minerals excluded from the terms and provisions of this lease are specifically, but not limited to the following: sulphur (except that produced in association with oil and gas), coal, lignite, iron ore, sand, gravel, limestone, shale, clay, uranium, thorium, vanadium, bentonite, plutonium and all other fissionable materials.

17. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

18. Lessee agrees to use reasonable care in its operations on the leased premises, and within a reasonable period of time after completion of any drilling operations on the leased premises, Lessee shall proceed with reasonable diligence to endeavor to restore the surface of the leased premises to as near its original condition as reasonably practicable in the sole judgment of Lessee, and shall pay Lessor in full for all actual permanent damages caused by Lessee's operations to crops, livestock, land or improvements situated on the leased premises. Upon written request by Lessor and prior to installation by Lessee, Lessee shall bury pipelines below ordinary plow depth.

19. At the end of the primary term of this lease or upon the cessation of any drilling operations being conducted at the end of the primary term on the leased premises or on land pooled therewith, this lease shall terminate automatically as to all of the mineral estate lying more than one hundred (100) feet below the stratigraphic equivalent of the base of the deepest producing formation in which Lessee has completed a well as a well capable of producing in paying quantities of covered minerals from the lands covered by this lease or from other lands, if any, pooled or unitized with said lands. Upon termination of this lease as to such depths, Lessor and Lessor's heirs, legal and personal representatives, successors, lessees or assigns, thereafter shall have the right to reasonable use of the leased premises, but without unreasonable interference with Lessee's rights granted hereunder the terms of this lease, for the purposes of investigating, exploring, prospecting and drilling for, producing and owning covered minerals from the depths as to which this lease has terminated.

20. If, at the end of the primary term of this lease, a portion or portions of the leased premises are pooled or unitized with other lands not covered by this lease so as to form a pooled unit or units, drilling or reworking operations on or production from such unit or units will maintain this lease in force only as to the portion or portions of the leased premises included in such unit or units. Any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased or lands pooled therewith that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on such property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole or as an oil and/or gas well and the commencement of operations for the drilling of a subsequent well on such property.

21. It is expressly agreed and understood that the herein described land is granted in this lease for the purpose of pooling only. The right to enter upon said land for any purpose is prohibited.

22. It is agreed and understood that Lessor's interest will never be charged with any part of the cost of producing, storing, separating, dehydrating, compressing, transporting or otherwise making oil, gas, liquid hydrocarbons, condensate or other fluids produced ready for sale.

SIGNED FOR IDENTIFICATION ONLY:

Joseph S. Bindo
JOSEPH S. BINDO

Elaine M Bindo
ELAINE M. BINDO

Doc	Bk	Vol	Pg
63873	OR	1020	311

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 63873

Amount: 24.00

Receipt Number: 5842

Vol: 1020 Page: 308

Recorded: May 18,2010 at 09:10A

By,
Anna Eubank, Deputy

Paula Robertson
P.O. Box 1524
Carthage, TX 75633

POUND PRINTING COMPANY, L.L.C.
P.O. Box 53010, Midland, TX 79710 (800) 526-3790

OIL AND GAS LEASE

THIS LEASE is made and entered into to be effective **JuLY 15, 2009**, deemed the Effective Date, between **James W. Wilson,** referred to as Lessors, whose address is **P. O. Box 219, Centerville, Texas 75833**, and **Basin ET Energy, LLC.,** referred to as Lessee, whose address is **P.O. Box 469, Lyons, Texas 77863.**

1. Lessor, in consideration of Ten Dollars and other valuable consideration ($10.00 & OVC), the receipt and sufficiency of which is acknowledged, and for the royalties reserved in this Lease, GRANTS, LEASES, and LETS the lands described below, exclusively to Lessee, for the purpose of exploring, drilling, producing and owning, oil, gas, and all other minerals produced with them, and conducting all activities necessary or reasonably incident to the exploration for, operations in search of, and production of oil, gas, and other minerals. The lands subject to this Lease (referred to as the "land" or the "leased premises") are located in **Madison** County, Texas, and are described as follows:

See Exhibit "A" and "B" attached hereto and made a part thereof

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.

This Lease also covers and includes land owned or claimed by Lessor adjacent or contiguous to the land described above, whether in the same or adjacent surveys, although not included within the boundaries of the land described above, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, or unrecorded instrument, or (b) as to which Lessor has a preferential right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the land. For the purpose of determining the amount of any payments provided for in this Lease, the land shall be deemed to contain **317.88** acres, whether actually containing more or less, and the recital or acreage in any tract shall be deemed to be the true acreage in each tract. Lessor accepts the bonus as consideration for this Lease and all rights under it.

2. This is a Paid Up Lease. No payments are due Lessor during the primary term except the payment of royalty as provided for in paragraph 3. Subject to its other provisions, this Lease shall be for a term of **3** YEARS from the Effective Date (the "primary term") and as long thereafter as operations are being conducted on the leased premises or lands pooled with it, or oil, gas or other minerals are produced from the land or land with which the land is pooled under the terms of this Lease, or this Lease is maintained by any of its other provisions. If, at the end of the primary term Lessee has drilled and abandoned a well on the leased premises, or lands pooled with it, this Lease shall not terminate at the end of the primary term, if Lessee, within 180 days of the end of the primary term, commences additional operations on the Leased premises, or lands pooled with it, which operations shall be deemed operations during the primary term of this Lease and serve to maintain it in full force and effect. When used in this Lease, the term "operations" means: placing equipment on location, surface location preparation or maintenance; drilling; testing; completing; reworking; recompleting; deepening; plugging back or repair of a well in search of or in an endeavor to obtain production of oil, gas, or other minerals; or, production of oil, gas, or other minerals, whether or not in paying quantities.

3. Lessee reserves as royalty, and Lessee agrees to pay Lessor as royalty on oil, other liquid hydrocarbons, and non-gaseous minerals produced and saved from the leased premises (the "oil"), **1/5** part of the net amount received by Lessee for the sale of the oil at the time it is run from the storage tanks, or into the pipeline to which the well or wells on the leased premises are connected. In either case, Lessor's interest shall bear the stated part of all taxes, and costs of treating the oil to render it marketable. Lessee shall pay Lessor as royalty on gas and casinghead gas produced from the leased premises **1/5** of the net amount received by Lessee for the gas if sold at the wellhead, at a location on the leased premises, or on lands with which the leased premises are pooled, with Lessor's share of those proceeds to bear its proportionate share of all taxes, and costs incurred by Lessee in delivering, processing, compressing, or otherwise making the gas merchantable or enhancing its marketability. On all other gas and casinghead gas, Lessee shall pay Lessor as royalty **1/5** of the net amount received by Lessee for the gas so sold, less its proportionate share of all taxes, costs of transportation, compression, processing, treating, and all other costs of marketing. For all gas sold, Lessor shall bear its proportionate share of all adjustments for heating content, shrinkage, and deductions for impurities. At the expiration of the primary term or at any later time or times, if there is a well or wells on the land or on lands with which the land or any portion of it has been pooled, capable of producing oil or gas, and all wells are shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on the land for so long as the wells are shut-in, and Lessee pays the shut-in royalty provided below, and then this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from the wells, but in the exercise of 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 oil or gas on terms unacceptable to Lessee. If, at any time after the expiration of the primary term of this Lease, all the wells, oil or gas, on the leased premises, or lands pooled with it, are shut in and this Lease is not otherwise maintained in effect, Lessee may pay or tender, by its check or draft, as shut in royalty, an amount equal to One Dollar ($1.00) for each acre of land then covered by this Lease (the "shut-in royalty"), on or before the end of each 12 month period during which all wells on the leased premises, or lands pooled with it, are shut in and oil and gas is not being produced, sold, or used, and this Lease is not otherwise being maintained. Each 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, or may be deposited in the **(payable directly to Lessor)**, or its successors, which shall continue as the depository bank for the parties, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive payments, Lessee, at its election, may, in lieu of any other method of payment provided for in this Lease, pay or tender shut-in royalty, in the manner specified above, either jointly to the parties or separately to each in accordance with their respective ownership. Any payment may be made by Lessee's check or draft, deposited in the mail or delivered to the party entitled to receive payment, or to the depository bank provided for above, on or before the last date for payment. Lessee's failure to pay, or to properly pay or tender any sum due as shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing in this Lease shall impair Lessee's right to release this Lease, in whole or in part, as provided in paragraph 5. below. In the event of assignment of this Lease, in whole or in part, liability for any payments of any sums which may be due under this Lease, shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each, and the original Lessee, or an assignee will have no obligation for royalties payable on production after an assignment to a subsequent or successor lessee or assignee.

4. At its option, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this Lease or any portion of it as to oil and/or gas, with any other land covered by this Lease, and/or with any other land, lease, or leases in the immediate vicinity of the leased premises, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop, and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and/or gas in and under and that may be produced from the leased premises. Units pooled for oil shall not substantially exceed 80 acres each in area, and units pooled for gas shall not substantially exceed 640 acres each in area, plus, in both instances, a tolerance of ten percent (10%); provided, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, or for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.

Lessee may pool or combine acreage covered by this Lease or any portion of it as to oil and/or gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform to the area within gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee to pool this Lease or portions of it into other units. On execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, the unit shall be effective as to all parties, 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 the unit. Within a reasonable time following the execution of the instrument designating the pooled unit, Lessee shall file the instrument for record in the appropriate records of the county in which the leased premises are located. Any unit formed may be revised, re-formed, increased, or decreased in size, or changed in configuration, at the election of Lessee, at any time either before or after commencement of operations or production from the unit well. Lessee may, at any time, at its election, dissolve or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit.

Lessee may exercise its right to pool at any time and from time to time, while this Lease is in force and effect, whether before or after commencing operations, completing an oil or gas well, or establishing production on the leased premises, or on any land pooled or unitized with the leased premises. Any operations for drilling on or production of oil or gas from a pooled unit which includes all or a part of the leased premises, regardless of whether the operations for drilling were commenced, or the production was secured, before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered operations for drilling on or production of oil and/or gas from land covered by this Lease, whether or not the well or wells is located on the leased premises. In that event, operations for drilling

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shall be deemed to have been commenced on the leased premises within the meaning of this Lease; and, the entire acreage constituting the unit or units, as to oil and/or gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and/or gas from a pooled unit, there shall be allocated to the land covered by this Lease and included in a 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/or gas, produced from the pooled unit after deducting that used for operations on the lease or pooled unit. The allocation shall be on an acreage basis; i.e., 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/or gas, produced from the pooled unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of the production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the 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 shall not have the effect of changing the ownership of any shut-in royalty which may become payable under this Lease. If this Lease now or later covers separate tracts, no pooling or unitization of royalty interest as between any separate tracts is intended or shall be implied or result merely from the inclusion of the separate tracts within this Lease, but Lessee shall nevertheless have the right to pool, as provided above, with the consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or later, 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 minerals are not being produced on or from the land, or on or from the land with which it is pooled, but Lessee is then engaged in any operations, or shall have completed a dry hole prior to the end of the primary term, this Lease shall remain in force, as provided in paragraph 2., so long as operations on the well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long as oil, gas, or other minerals are produced from the land, or from land pooled with it. If, after the expiration of the primary term of this Lease and after oil, gas, or other minerals are produced from the land, or from land pooled with it, the production should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of production, but shall remain in force and effect so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long thereafter as oil, gas, or other minerals are produced from the land, or from land pooled with it. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises as to any depths, and surrender this Lease as to that portion, portions, or depths, and be relieved of all obligations as to the acreage or depths surrendered.

6. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed on the land, including the right to draw and remove all casing. When reasonably necessary to accommodate an immediate impending use of the surface estate by Lessor, or anyone claiming by, through, or under Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within five hundred (500) feet of any building or structure now on the land without Lessor's consent.

7. The rights of either party may be assigned in whole or in part, and the provisions of this Lease 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 ownership shall be binding on Lessee until sixty (60) days after Lessee is furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of the recorded instrument or instruments evidencing the changes or division of ownership. In the event of an assignment of this Lease, in whole or in part, liability for a breach of any obligation shall rest exclusively on the owner of this Lease or of a portion of it who commits the breach.

8. The breach by Lessee of any obligation arising under this Lease shall not work a forfeiture or termination of this Lease or cause a termination or reversion of the estate created by it, or be grounds for cancellation in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas, or other minerals be discovered on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained as a reasonably prudent operator. 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 on as constituting a claimed breach of this Lease, and Lessee, if in default, shall have sixty (60) days after receipt of the notice in which to commence compliance with the obligations imposed by virtue of this Lease.

9. Lessor hereby warrants and agrees to defend the title to the land and agrees that Lessee, at it's option, may discharge any tax, mortgage, or other lien on the land, either in whole or in part. In the event Lessee does so, it shall be subrogated to the lien discharged, with the right to enforce it and apply royalties and any other payments accruing under this Lease toward satisfying the lien. Without impairing Lessee's rights under the warranty in event of failure of title, it is agreed that if this Lease covers a less interest in the oil, gas, or other minerals in all or any part of the land than the entire and undivided fee simple estate (whether Lessor's interest is specified or not), or no interest, then the royalties, and other monies accruing from any part where this Lease covers less than the full interest, shall be paid only in the proportion which the Lessor's interest, if any, covered by this Lease, bears to the whole and undivided fee simple estate. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty provided for above. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties executing this Lease.

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

This Lease is executed as of the date of the acknowledgment of the undersigned's signature, but shall be deemed effective for all purposes as of the Effective Date stated above.

James W. Wilson

James W. Wilson Lessor

STATE OF TEXAS §
§
COUNTY OF LEON §

This instrument was acknowledged before me on this date, July 18, 2009,
By James W. Wilson.

TYSON J. HENSON
MY COMMISSION EXPIRES
March 11, 2013

Notary Public, State of TEXAS

Printed Name: TYSON J. HENSON

Commission Expires: _____

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EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated JuLY 15, 2009, by James W. Wilson, Lessor, and Basin ET Energ, LLC., as Lessee, covering 317.88 acres of land more or less, Madison County, Texas

317.88 acres of land, more or less, being out of the Isaac Votaw Survey, A-33, Madison County Texas, being more fully described as the following tract of land, to-wit:

317.88 acres of land, more less called (347.77 acres) in the Isaac Votaw Survey, A-33, Madison County, Texas, and being more fully described in a Gift of Deed from W.E. Barnes to Joe H. Barnes II, recorded in Volume 170, Page 662 of the Deed Records of Madison County, Texas, and being further described by metes and bounds in a Partition Deed dated October 28, 1999, between Sue Anthony Dotson and Joe H. Barnes II, recorded in Volume 519, Page 194 of the Deed Records of Madison County, Texas.

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE DATED JULY 15, 2009, BY AND BETWEEN JAMES W. WILSON, AS LESSOR AND BASIN ET ENERGY, LLC., LESSEE.

11. **Should any discrepancies exist between the provisions of this Exhibit "B" and the provisions of the printed text, the provisions of this Exhibit "B" shall govern and control. All prior discussions, contracts, letters and agreements related to this transaction are merged into and superseded by this Lease.**

12. **Notwithstanding anything to the contrary contained herein, this lease covers oil, gas, and other hydrocarbons normally produced therewith, and specifically does not cover or include any coal, lignite, iron ore or gravel.**

13. **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 following the expiration of the primary term, at various intervals not to exceed in the aggregate two (2) years in all. Shut-in royalty payments are to be computed on the basis of twenty-five dollars ($25.00) per net mineral acre per year on the acreage within a pooled unit or units.**

14. **Lessor's royalty shall be calculated free and clear of costs and expenses and deductions for exploration, drilling, development and production, including but not limited to costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of actual, reasonable costs charged and deducted in order to transport, compress, stabilize, treat or process the production off the lease premises in order to make the production saleable, or in order to get the production to market. Lessor's royalty shall bear its proportionate share of severance and other taxes based upon production.**

15. **In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases, so as to form a pooled unit or units, production of oil or gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units. As to any portion or portions of the land not included in a pooled unit or units, this lease shall terminate at the end of the primary term unless otherwise maintained in force and effect as provided for by the provisions of this lease. However, operations for drilling, or reworking operations under the continuous operations or development clauses of this lease, conducted on lands within a pooled unit, shall maintain this lease in force and effect as to all lands described in this lease until such time as such continuous operations or development cease.**

16. **If during the term of this lease or any extension thereof Lessor is presented with any third party offer to top-lease the leased premises, Lessor must first present this third party offer to Lessee in writing via US certified mail, and Lessee has a right of first refusal to match the third party offer within 60 days after Lessee receives written notice via US certified mail of said third party offer. If Lessee does not match this third party offer, then Lessor may execute a top-lease from that third party on the same terms contained in the third party offer.**

17. **On or before the expiration of the primary term of this Lease, Lessee has the option but not the obligation, to pay Lessor the sum of $500.00 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.**

18. **Lessee or the purchaser of oil/ or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in § 91.402 of the Natural**

resources Code of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in § 91.402 of the Natural Resource Code of the State of Texas and shall be subject to § 91.402 of the Natural Resource Code of the State of Texas. Furthermore, Lessee agrees not to withhold any royalty due Lessor under this Lease because of title problems which may exist under acreage in which Lessor does not own an interest.

19 On the expiration or sooner termination of this Lease, Lessee or Lessee's assigns, shall quietly and peacefully surrender possession to Lessor and file for record a release, in the County Recorders Office of said County and State. If such a release is not promptly executed and delivered, Lessor shall make written demand for same to be delivered within thirty (30) days of Lessee's receipt of such demand. If not delivered within said thirty (30) day period, Lessee or Lessee's assigns shall pay Lessor fifteen dollars ($15.00) per day for each day beyond the thirty (30) day period until such release is filed in the County Recorders Office of said County and State.

20. Lessee's right to remove property, equipment, fixtures and casing is conditioned upon the proper plugging by lessee (or its successors, assigns, agents or contractors) of any dry holes or abandoned wells. Such removal right shall terminate if such property, equipment, fixtures or casing is not removed within 180 days after the termination of the lease. After the expiration of this 180 day period any such property remaining on the leased premises shall be owned by Lessor without any requirement that the Lessee be reimbursed by Lessor for the value of such property, equipment, fixtures and casing.

21. Any salt water produced from wells drilled under this lease shall not be disposed of on the leased premises unless such salt water is injected into formations located below the deepest fresh water bearing formation. Lessee shall not use salt water slush pits of any type and shall dispose of all salt water either off the leased premises or by injection into a formation under the leased premises which will be suitable for receiving salt water without the possibility of such water escaping or migrating to the surface or escaping or migrating into a fresh water stratum. In the same connection, there shall be no disposal of salt water or other waste liquids on the leased premises which have been produced from the lands outside of the leased premises and not covered by this lease without Lessor's written consent.

22. At the end of the primary term of this lease each well then producing oil and /or gas in paying quantities and each will drilled and completed capable of producing oil and /or gas in paying quantities, whether from pooled or non-pooled acreage, shall hold this lease to the extent of a unit the size of which will be set by the field rules established by the Railroad Commission of the State of Texas. Any land not so held at the end of the primary term of this lease shall revert to the Lessor free and clear of the terms of this lease; provided, however, that if Lessee is engaged in drilling or deepening operations on the leased premises, or lands pooled therewith, at that time or within one hundred eighty (180) days prior to that time, then this lease shall remain in full force and effect so long as continuous drilling operations are being conducted on the property. Continuous drilling operations shall be construed to mean that no more than one hundred eighty (18o) days shall have lapsed between the completion or abandonment of a dry hole of any well and the commencement of operations for the drilling or deepening of a subsequent well. The completion date of any well drilled hereunder shall be defined as the date the c.

23. Not withstanding anything herein to the contrary and under any circumstances, this lease shall terminate (1) year after the primary term or any extension thereof, to all oil, gas and other mineral rights lying one hundred (100) feet below the deepest depth drilled on the leased premises or lands pooled therewith.

SIGNED FOR IDENTIFICATION

James W Watson Lessor

James W. Wilson

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62853	OR	1007	332

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STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 62853

Amount: 32.00

Receipt Number: 5399

Vol: 1007 Page: 328

Recorded: Feb 19,2010 at 08:52A

By,
Anna Eubank, Deputy

Trilogy Gas Partners, LLC.
5 Grogans Park Dr. Ste. 200
Spring, Texas 77380

POUND PRINTING COMPANY, L.L.C.
P.O. Box 53010, Midland, TX 79710 (800) 526-3790

OIL AND GAS LEASE

THIS LEASE is made and entered into to be effective **June23, 2009,** deemed the Effective Date, between **Joel A. Shaw,** referred to as Lessors, whose address is **P.O. Box 189, Normangee, Texas 77871** , and **Basin ET Energy, LLC.,** referred to as Lessee, whose address is **P.O. Box 469, Lyons, Texas 77863.**

1. Lessor, in consideration of Ten Dollars and other valuable consideration ($10.00 & OVC), the receipt and sufficiency of which is acknowledged, and for the royalties reserved in this Lease, GRANTS, LEASES, and LETS the lands described below, exclusively to Lessee, for the purpose of exploring, drilling, producing and owning, oil, gas, and all other minerals produced with them, and conducting all activities necessary or reasonably incident to the exploration for, operations in search of, and production of oil, gas, and other minerals. The lands subject to this Lease (referred to as the "land" or the "leased premises") are located in **Madison** County, Texas, and are described as follows:

See Exhibit "A" and "B" attached hereto and made a part thereof

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.

This Lease also covers and includes land owned or claimed by Lessor adjacent or contiguous to the land described above, whether in the same or adjacent surveys, although not included within the boundaries of the land described above, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, or unrecorded instrument, or (b) as to which Lessor has a preferential right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the land. For the purpose of determining the amount of any payments provided for in this Lease, the land shall be deemed to contain **317.88** acres, whether actually containing more or less, and the recital or acreage in any tract shall be deemed to be the true acreage in each tract. Lessor accepts the bonus as consideration for this Lease and all rights under it.

2. This is a Paid Up Lease. No payments are due Lessor during the primary term except the payment of royalty as provided for in paragraph 3. Subject to its other provisions, this Lease shall be for a term of **3** YEARS from the Effective Date (the "primary term") and as long thereafter as operations are being conducted on the leased premises or lands pooled with it, or oil, gas or other minerals are produced from the land or land with which the land is pooled under the terms of this Lease, or this Lease is maintained by any of its other provisions. If, at the end of the primary term Lessee has drilled and abandoned a well on the leased premises, or lands pooled with it, this Lease shall not terminate at the end of the primary term, if Lessee, within 180 days of the end of the primary term, commences additional operations on the Leased premises, or lands pooled with it, which operations shall be deemed operations during the primary term of this Lease and serve to maintain it in full force and effect. When used in this Lease, the term "operations" means: placing equipment on location, surface location preparation or maintenance; drilling; testing; completing; reworking; recompleting; deepening; plugging back or repair of a well in search of or in an endeavor to obtain production of oil, gas, or other minerals; or, production of oil, gas, or other minerals, whether or not in paying quantities.

3. Lessee reserves as royalty, and Lessee agrees to pay Lessor as royalty on oil, other liquid hydrocarbons, and non-gaseous minerals produced and saved from the leased premises (the "oil"), **1/5** part of the net amount received by Lessee for the sale of the oil at the time it is run from the storage tanks, or into the pipeline to which the well or wells on the leased premises are connected. In either case, Lessor's interest shall bear the stated part of all taxes, and costs of treating the oil to render it marketable. Lessee shall pay Lessor as royalty on gas and casinghead gas produced from the leased premises **1/5** of the net amount received by Lessee for the gas if sold at the wellhead, at a location on the leased premises, or on lands with which the leased premises are pooled, with Lessor's share of those proceeds to bear its proportionate share of all taxes, and costs incurred by Lessee in delivering, processing, compressing, or otherwise making the gas merchantable or enhancing its marketability. On all other gas and casinghead gas, Lessee shall pay Lessor as royalty **1/5** of the net amount received by Lessee for the gas so sold, less its proportionate share of all taxes, costs of transportation, compression, processing, treating, and all other costs of marketing. For all gas sold, Lessor shall bear its proportionate share of all adjustments for heating content, shrinkage, and deductions for impurities. At the expiration of the primary term or at any later time or times, if there is a well or wells on the land or on lands with which the land or any portion of it has been pooled, capable of producing oil or gas, and all wells are shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on the land for so long as the wells are shut-in, and Lessee pays the shut-in royalty provided below, and then this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from the wells, but in the exercise of 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 oil or gas on terms unacceptable to Lessee. If, at any time after the expiration of the primary term of this Lease, all the wells, oil or gas, on the leased premises, or lands pooled with it, are shut in and this Lease is not otherwise maintained in effect, Lessee may pay or tender, by its check or draft, as shut in royalty, an amount equal to One Dollar ($1.00) for each acre of land then covered by this Lease (the "shut-in royalty"), on or before the end of each 12 month period during which all wells on the leased premises, or lands pooled with it, are shut in and oil and gas is not being produced, sold, or used, and this Lease is not otherwise being maintained. Each 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, or may be deposited in the **(payable directly to Lessor)**, or its successors, which shall continue as the depository bank for the parties, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive payments, Lessee, at its election, may, in lieu of any other method of payment provided for in this Lease, pay or tender shut-in royalty, in the manner specified above, either jointly to the parties or separately to each in accordance with their respective ownership. Any payment may be made by Lessee's check or draft, deposited in the mail or delivered to the party entitled to receive payment, or to the depository bank provided for above, on or before the last date for payment. Lessee's failure to pay, or to properly pay or tender any sum due as shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing in this Lease shall impair Lessee's right to release this Lease, in whole or in part, as provided in paragraph 5. below. In the event of assignment of this Lease, in whole or in part, liability for any payments of any sums which may be due under this Lease, shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each, and the original Lessee, or an assignee will have no obligation for royalties payable on production after an assignment to a subsequent or successor lessee or assignee.

4. At its option, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this Lease or any portion of it as to oil and/or gas, with any other land covered by this Lease, and/or with any other land, lease, or leases in the immediate vicinity of the leased premises, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop, and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and/or gas in and under and that may be produced from the leased premises. Units pooled for oil shall not substantially exceed 80 acres each in area, and units pooled for gas shall not substantially exceed 640 acres each in area, plus, in both instances, a tolerance of ten percent (10%); provided, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, or for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.

Lessee may pool or combine acreage covered by this Lease or any portion of it as to oil and/or gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform to the area within gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee to pool this Lease or portions of it into other units. On execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, the unit shall be effective as to all parties, 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 the unit. Within a reasonable time following the execution of the instrument designating the pooled unit, Lessee shall file the instrument for record in the appropriate records of the county in which the leased premises are located. Any unit formed may be revised, re-formed, increased, or decreased in size, or changed in configuration, at the election of Lessee, at any time either before or after commencement of operations or production from the unit well. Lessee may, at any time, at its election, dissolve or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit.

Lessee may exercise its right to pool at any time and from time to time, while this Lease is in force and effect, whether before or after commencing operations, completing an oil or gas well, or establishing production on the leased premises, or on any land pooled or unitized with the leased premises. Any operations for drilling on or production of oil or gas from a pooled unit which includes all or a part of the leased premises, regardless of whether the operations for drilling were commenced, or the production was secured, before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered operations for drilling on or production of oil and/or gas from land covered by this Lease, whether or not the well or wells is located on the leased premises. In that event, operations for drilling

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shall be deemed to have been commenced on the leased premises within the meaning of this Lease; and, the entire acreage constituting the unit or units, as to oil and/or gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and/or gas from a pooled unit, there shall be allocated to the land covered by this Lease and included in a 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/or gas, produced from the pooled unit after deducting that used for operations on the lease or pooled unit. The allocation shall be on an acreage basis; i.e., 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/or gas, produced from the pooled unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of the production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the 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 shall not have the effect of changing the ownership of any shut-in royalty which may become payable under this Lease. If this Lease now or later covers separate tracts, no pooling or unitization of royalty interest as between any separate tracts is intended or shall be implied or result merely from the inclusion of the separate tracts within this Lease, but Lessee shall nevertheless have the right to pool, as provided above, with the consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or later, 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 minerals are not being produced on or from the land, or on or from the land with which it is pooled, but Lessee is then engaged in any operations, or shall have completed a dry hole prior to the end of the primary term, this Lease shall remain in force, as provided in paragraph 2., so long as operations on the well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long as oil, gas, or other minerals are produced from the land, or from land pooled with it. If, after the expiration of the primary term of this Lease and after oil, gas, or other minerals are produced from the land, or from land pooled with it, the production should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of production, but shall remain in force and effect so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long thereafter as oil, gas, or other minerals are produced from the land, or from land pooled with it. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises as to any depths, and surrender this Lease as to that portion, portions, or depths, and be relieved of all obligations as to the acreage or depths surrendered.

6. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed on the land, including the right to draw and remove all casing. When reasonably necessary to accommodate an immediate impending use of the surface estate by Lessor, or anyone claiming by, through, or under Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within five hundred (500) feet of any building or structure now on the land without Lessor's consent.

7. The rights of either party may be assigned in whole or in part, and the provisions of this Lease 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 ownership shall be binding on Lessee until sixty (60) days after Lessee is furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of the recorded instrument or instruments evidencing the changes or division of ownership. In the event of an assignment of this Lease, in whole or in part, liability for a breach of any obligation shall rest exclusively on the owner of this Lease or of a portion of it who commits the breach.

8. The breach by Lessee of any obligation arising under this Lease shall not work a forfeiture or termination of this Lease or cause a termination or reversion of the estate created by it, or be grounds for cancellation in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas, or other minerals be discovered on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained as a reasonably prudent operator. 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 on as constituting a claimed breach of this Lease, and Lessee, if in default, shall have sixty (60) days after receipt of the notice in which to commence compliance with the obligations imposed by virtue of this Lease.

9. Lessor hereby warrants and agrees to defend the title to the land and agrees that Lessee, at it's option, may discharge any tax, mortgage, or other lien on the land, either in whole or in part. In the event Lessee does so, it shall be subrogated to the lien discharged, with the right to enforce it and apply royalties and any other payments accruing under this Lease toward satisfying the lien. Without impairing Lessee's rights under the warranty in event of failure of title, it is agreed that if this Lease covers a less interest in the oil, gas, or other minerals in all or any part of the land than the entire and undivided fee simple estate (whether Lessor's interest is specified or not), or no interest, then the royalties, and other monies accruing from any part where this Lease covers less than the full interest, shall be paid only in the proportion which the Lessor's interest, if any, covered by this Lease, bears to the whole and undivided fee simple estate. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty provided for above. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties executing this Lease.

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

This Lease is executed as of the date of the acknowledgment of the undersigned's signature, but shall be deemed effective for all purposes as of the Effective Date stated above.

Joel A. Shaw

Joel A. Shaw Lessor

STATE OF TEXAS §
§
COUNTY OF LEON §

This instrument was acknowledged before me on this date, June 25, 2009,
By Joel A. Shaw.

JACK C. HOWE
MY COMMISSION EXPIRES
June 17, 2010

Notary Public, State of Texas
Printed Name: Jack C. Howe
Commission Expires: June 17, 2010

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62850	OR	1007	310

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 23, 2009, by Joel A. Shaw, Lessor, and Basin ET Energ, LLC., as Lessee, covering 317.88 acres of land more or less, Madison County, Texas

317.88 acres of land, more or less, being out of the Isaac Votaw Survey, A-33, Madison County Texas, being more fully described as the following tract of land, to-wit:

317.88 acres of land, more less called (347.77 acres) in the Isaac Votaw Survey, A-33, Madison County, Texas, and being more fully described in a Gift of Deed from W.E. Barnes to Joe H. Barnes II, recorded in Volume 170, Page 662 of the Deed Records of Madison County, Texas, and being further described by metes and bounds in a Partition Deed dated October 28, 1999, between Sue Anthony Dotson and Joe H. Barnes II, recorded in Volume 519, Page 194 of the Deed Records of Madison County, Texas.

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE DATED JUNE 23, 2009, BY AND BETWEEN JOEL A. SHAW, AS LESSOR AND BASIN ET ENERGY, LLC., LESSEE.

11. Should any discrepancies exist between the provisions of this Exhibit "B" and the provisions of the printed text, the provisions of this Exhibit "B" shall govern and control. All prior discussions, contracts, letters and agreements related to this transaction are merged into and superseded by this Lease.

12. Notwithstanding anything to the contrary contained herein, this lease covers oil, gas, and other hydrocarbons normally produced therewith, and specifically does not cover or include any coal, lignite, iron ore or gravel.

13. 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 following the expiration of the primary term, at various intervals not to exceed in the aggregate two (2) years in all.

14. Lessor's royalty shall be calculated free and clear of costs and expenses and deductions for exploration, drilling, development and production, including but not limited to costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of actual, reasonable costs charged and deducted in order to transport, compress, stabilize, treat or process the production off the lease premises in order to make the production saleable, or in order to get the production to market. Lessor's royalty shall bear its proportionate share of severance and other taxes based upon production.

15. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases, so as to form a pooled unit or units, production of oil or gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units. As to any portion or portions of the land not included in a pooled unit or units, this lease shall terminate at the end of the primary term unless otherwise maintained in force and effect as provided for by the provisions of this lease. However, operations for drilling, or reworking operations under the continuous operations or development clauses of this lease, conducted on lands within a pooled unit, shall maintain this lease in force and effect as to all lands described in this lease until such time as such continuous operations or development cease.

16. If during the term of this lease or any extension thereof Lessor is presented with any third party offer to top-lease the leased premises, Lessor must first present this third party offer to Lessee in writing via US certified mail, and Lessee has a right of first refusal to match the third party offer within 60 days after Lessee receives written notice via US certified mail of said third party offer. If Lessee does not match this third party offer, then Lessor may execute a top-lease from that third party on the same terms contained in the third party offer.

17. On or before the expiration of the primary term of this Lease, Lessee has the option but not the obligation, to pay Lessor the sum of $500.00 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.

SIGNED FOR IDENTIFICATION

_____ **Lessor**

Joel A. Shaw

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62850	OR	1007	314

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 62850

Amount: 32.00

Receipt Number: 5399

Vol: 1007 Page: 309

Recorded: Feb 19,2010 at 08:52A

By,
Anna Eubank, Deputy

Trilogy Gas Partners, LLC.
5 Grogans Park Dr. Ste. 200
Spring, Texas 77380

POUND PRINTING COMPANY, L.L.C.
P.O. Box 53010, Midland, TX 79710 (800) 526-3790

OIL AND GAS LEASE

OH
R.

THIS LEASE is made and entered into to be effective **July 15, 2009**, deemed the Effective Date, between **Victor A. Hillman,** referred to as Lessors, whose address is **9585 FM 1119, Centerville, Texas 75833**, and **Basin ET Energy, LLC.,** referred to as Lessee, whose address is **P.O. Box 469, Lyons, Texas 77863.**

1. Lessor, in consideration of Ten Dollars and other valuable consideration ($10.00 & OVC), the receipt and sufficiency of which is acknowledged, and for the royalties reserved in this Lease, GRANTS, LEASES, and LETS the lands described below, exclusively to Lessee, for the purpose of exploring, drilling, producing and owning, oil, gas, and all other minerals produced with them, and conducting all activities necessary or reasonably incident to the exploration for, operations in search of, and production of oil, gas, and other minerals. The lands subject to this Lease (referred to as the "land" or the "leased premises") are located in **Madison** County, Texas, and are described as follows:

See Exhibit "A" and "B" attached hereto and made a part thereof

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.

This Lease also covers and includes land owned or claimed by Lessor adjacent or contiguous to the land described above, whether in the same or adjacent surveys, although not included within the boundaries of the land described above, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, or unrecorded instrument, or (b) as to which Lessor has a preferential right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the land. For the purpose of determining the amount of any payments provided for in this Lease, the land shall be deemed to contain **317.88** acres, whether actually containing more or less, and the recital or acreage in any tract shall be deemed to be the true acreage in each tract. Lessor accepts the bonus as consideration for this Lease and all rights under it.

2. This is a Paid Up Lease. No payments are due Lessor during the primary term except the payment of royalty as provided for in paragraph 3. Subject to its other provisions, this Lease shall be for a term of **3** YEARS from the Effective Date (the "primary term") and as long thereafter as operations are being conducted on the leased premises or lands pooled with it, or oil, gas or other minerals are produced from the land or land with which the land is pooled under the terms of this Lease, or this Lease is maintained by any of its other provisions. If, at the end of the primary term Lessee has drilled and abandoned a well on the leased premises, or lands pooled with it, this Lease shall not terminate at the end of the primary term, if Lessee, within 180 days of the end of the primary term, commences additional operations on the Leased premises, or lands pooled with it, which operations shall be deemed operations during the primary term of this Lease and serve to maintain it in full force and effect. When used in this Lease, the term "operations" means: placing equipment on location, surface location preparation or maintenance; drilling; testing; completing; reworking; recompleting; deepening; plugging back or repair of a well in search of or in an endeavor to obtain production of oil, gas, or other minerals; or, production of oil, gas, or other minerals, whether or not in paying quantities.

3. Lessee reserves as royalty, and Lessee agrees to pay Lessor as royalty on oil, other liquid hydrocarbons, and non-gaseous minerals produced and saved from the leased premises (the "oil"), **1/5** part of the net amount received by Lessee for the sale of the oil at the time it is run from the storage tanks, or into the pipeline to which the well or wells on the leased premises are connected. In either case, Lessor's interest shall bear the stated part of all taxes, and costs of treating the oil to render it marketable. Lessee shall pay Lessor as royalty on gas and casinghead gas produced from the leased premises **1/5** of the net amount received by Lessee for the gas if sold at the wellhead, at a location on the leased premises, or on lands with which the leased premises are pooled, with Lessor's share of those proceeds to bear its proportionate share of all taxes, and costs incurred by Lessee in delivering, processing, compressing, or otherwise making the gas merchantable or enhancing its marketability. On all other gas and casinghead gas, Lessee shall pay Lessor as royalty **1/5** of the net amount received by Lessee for the gas so sold, less its proportionate share of all taxes, costs of transportation, compression, processing, treating, and all other costs of marketing. For all gas sold, Lessor shall bear its proportionate share of all adjustments for heating content, shrinkage, and deductions for impurities. At the expiration of the primary term or at any later time or times, if there is a well or wells on the land or on lands with which the land or any portion of it has been pooled, capable of producing oil or gas, and all wells are shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on the land for so long as the wells are shut-in, and Lessee pays the shut-in royalty provided below, and then this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from the wells, but in the exercise of 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 oil or gas on terms unacceptable to Lessee. If, at any time after the expiration of the primary term of this Lease, all the wells, oil or gas, on the leased premises, or lands pooled with it, are shut in and this Lease is not otherwise maintained in effect, Lessee may pay or tender, by its check or draft, as shut in royalty, an amount equal to One Dollar ($1.00) for each acre of land then covered by this Lease (the "shut-in royalty"), on or before the end of each 12 month period during which all wells on the leased premises, or lands pooled with it, are shut in and oil and gas is not being produced, sold, or used, and this Lease is not otherwise being maintained. Each 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, or may be deposited in the **(payable directly to Lessor)**, or its successors, which shall continue as the depository bank for the parties, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive payments, Lessee, at its election, may, in lieu of any other method of payment provided for in this Lease, pay or tender shut-in royalty, in the manner specified above, either jointly to the parties or separately to each in accordance with their respective ownership. Any payment may be made by Lessee's check or draft, deposited in the mail or delivered to the party entitled to receive payment, or to the depository bank provided for above, on or before the last date for payment. Lessee's failure to pay, or to properly pay or tender any sum due as shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing in this Lease shall impair Lessee's right to release this Lease, in whole or in part, as provided in paragraph 5. below. In the event of assignment of this Lease, in whole or in part, liability for any payments of any sums which may be due under this Lease, shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each, and the original Lessee, or an assignee will have no obligation for royalties payable on production after an assignment to a subsequent or successor lessee or assignee.

4. At its option, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this Lease or any portion of it as to oil and/or gas, with any other land covered by this Lease, and/or with any other land, lease, or leases in the immediate vicinity of the leased premises, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop, and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and/or gas in and under and that may be produced from the leased premises. Units pooled for oil shall not substantially exceed 80 acres each in area, and units pooled for gas shall not substantially exceed 640 acres each in area, plus, in both instances, a tolerance of ten percent (10%); provided, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, or for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.

Lessee may pool or combine acreage covered by this Lease or any portion of it as to oil and/or gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform to the area within gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee to pool this Lease or portions of it into other units. On execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, the unit shall be effective as to all parties, 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 the unit. Within a reasonable time following the execution of the instrument designating the pooled unit, Lessee shall file the instrument for record in the appropriate records of the county in which the leased premises are located. Any unit formed may be revised, re-formed, increased, or decreased in size, or changed in configuration, at the election of Lessee, at any time either before or after commencement of operations or production from the unit well. Lessee may, at any time, at its election, dissolve or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit.

Lessee may exercise its right to pool at any time and from time to time, while this Lease is in force and effect, whether before or after commencing operations, completing an oil or gas well, or establishing production on the leased premises, or on any land pooled or unitized with the leased premises. Any operations for drilling on or production of oil or gas from a pooled unit which includes all or a part of the leased premises, regardless of whether the operations for drilling were commenced, or the production was secured, before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered operations for drilling on or production of oil and/or gas from land covered by this Lease, whether or not the well or wells is located on the leased premises. In that event, operations for drilling

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shall be deemed to have been commenced on the leased premises within the meaning of this Lease; and, the entire acreage constituting the unit or units, as to oil and/or gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and/or gas from a pooled unit, there shall be allocated to the land covered by this Lease and included in a 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/or gas, produced from the pooled unit after deducting that used for operations on the lease or pooled unit. The allocation shall be on an acreage basis; i.e., 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/or gas, produced from the pooled unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of the production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the 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 shall not have the effect of changing the ownership of any shut-in royalty which may become payable under this Lease. If this Lease now or later covers separate tracts, no pooling or unitization of royalty interest as between any separate tracts is intended or shall be implied or result merely from the inclusion of the separate tracts within this Lease, but Lessee shall nevertheless have the right to pool, as provided above, with the consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or later, 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 minerals are not being produced on or from the land, or on or from the land with which it is pooled, but Lessee is then engaged in any operations, or shall have completed a dry hole prior to the end of the primary term, this Lease shall remain in force, as provided in paragraph 2., so long as operations on the well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long as oil, gas, or other minerals are produced from the land, or from land pooled with it. If, after the expiration of the primary term of this Lease and after oil, gas, or other minerals are produced from the land, or from land pooled with it, the production should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of production, but shall remain in force and effect so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long thereafter as oil, gas, or other minerals are produced from the land, or from land pooled with it. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises as to any depths, and surrender this Lease as to that portion, portions, or depths, and be relieved of all obligations as to the acreage or depths surrendered.

6. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed on the land, including the right to draw and remove all casing. When reasonably necessary to accommodate an immediate impending use of the surface estate by Lessor, or anyone claiming by, through, or under Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within five hundred (500) feet of any building or structure now on the land without Lessor's consent.

7. The rights of either party may be assigned in whole or in part, and the provisions of this Lease 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 ownership shall be binding on Lessee until sixty (60) days after Lessee is furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of the recorded instrument or instruments evidencing the changes or division of ownership. In the event of an assignment of this Lease, in whole or in part, liability for a breach of any obligation shall rest exclusively on the owner of this Lease or of a portion of it who commits the breach.

8. The breach by Lessee of any obligation arising under this Lease shall not work a forfeiture or termination of this Lease or cause a termination or reversion of the estate created by it, or be grounds for cancellation in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas, or other minerals be discovered on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained as a reasonably prudent operator. 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 on as constituting a claimed breach of this Lease, and Lessee, if in default, shall have sixty (60) days after receipt of the notice in which to commence compliance with the obligations imposed by virtue of this Lease.

9. Lessor hereby warrants and agrees to defend the title to the land and agrees that Lessee, at it's option, may discharge any tax, mortgage, or other lien on the land, either in whole or in part. In the event Lessee does so, it shall be subrogated to the lien discharged, with the right to enforce it and apply royalties and any other payments accruing under this Lease toward satisfying the lien. Without impairing Lessee's rights under the warranty in event of failure of title, it is agreed that if this Lease covers a less interest in the oil, gas, or other minerals in all or any part of the land than the entire and undivided fee simple estate (whether Lessor's interest is specified or not), or no interest, then the royalties, and other monies accruing from any part where this Lease covers less than the full interest, shall be paid only in the proportion which the Lessor's interest, if any, covered by this Lease, bears to the whole and undivided fee simple estate. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty provided for above. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties executing this Lease.

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

This Lease is executed as of the date of the acknowledgment of the undersigned's signature, but shall be deemed effective for all purposes as of the Effective Date stated above.

Victor R. Hillman

Victor R. Hillman **Lessor**

STATE OF TEXAS §
§
COUNTY OF LEON §

This instrument was acknowledged before me on this date, 7/21/09,
By Victor R. Hillman.

C. Jack Hunter

Notary Public, State of Texas

Printed Name: C. Jack Hunter

Commission Expires: 9/26/11

Doc 62849 Bk OR Vol 1007 Pg 304

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 15, 2009, by Victor H. Hillman, Lessor, and Basin ET Energ, LLC., as Lessee, covering 317.88 acres of land more or less, Madison County, Texas

317.88 acres of land, more or less, being out of the Isaac Votaw Survey, A-33, Madison County Texas, being more fully described as the following tract of land, to-wit:

317.88 acres of land, more less called (347.77 acres) in the Isaac Votaw Survey, A-33, Madison County, Texas, and being more fully described in a Gift of Deed from W.E. Barnes to Joe H. Barnes II, recorded in Volume 170, Page 662 of the Deed Records of Madison County, Texas, and being further described by metes and bounds in a Partition Deed dated October 28, 1999, between Sue Anthony Dotson and Joe H. Barnes II, recorded in Volume 519, Page 194 of the Deed Records of Madison County, Texas.

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE DATED JULY 15, 2009, BY AND BETWEEN VICTOR R. HILLMAN, AS LESSOR AND BASIN ET ENERGY, LLC., LESSEE.

11. **Should any discrepancies exist between the provisions of this Exhibit "B" and the provisions of the printed text, the provisions of this Exhibit "B" shall govern and control. All prior discussions, contracts, letters and agreements related to this transaction are merged into and superseded by this Lease.**

12. **Notwithstanding anything to the contrary contained herein, this lease covers oil, gas, and other hydrocarbons normally produced therewith, and specifically does not cover or include any coal, lignite, iron ore or gravel.**

13. **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 following the expiration of the primary term, at various intervals not to exceed in the aggregate two (2) years in all. Shut-in royalty payments are to be computed on the basis of twenty-five dollars ($25.00) per net mineral acre per year on the acreage within a pooled unit or units.**

14. **Lessor's royalty shall be calculated free and clear of costs and expenses and deductions for exploration, drilling, development and production, including but not limited to costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of actual, reasonable costs charged and deducted in order to transport, compress, stabilize, treat or process the production off the lease premises in order to make the production saleable, or in order to get the production to market. Lessor's royalty shall bear its proportionate share of severance and other taxes based upon production.**

15. **In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases, so as to form a pooled unit or units, production of oil or gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units. As to any portion or portions of the land not included in a pooled unit or units, this lease shall terminate at the end of the primary term unless otherwise maintained in force and effect as provided for by the provisions of this lease. However, operations for drilling, or reworking operations under the continuous operations or development clauses of this lease, conducted on lands within a pooled unit, shall maintain this lease in force and effect as to all lands described in this lease until such time as such continuous operations or development cease.**

16. **If during the term of this lease or any extension thereof Lessor is presented with any third party offer to top-lease the leased premises, Lessor must first present this third party offer to Lessee in writing via US certified mail, and Lessee has a right of first refusal to match the third party offer within 60 days after Lessee receives written notice via US certified mail of said third party offer. If Lessee does not match this third party offer, then Lessor may execute a top-lease from that third party on the same terms contained in the third party offer.**

17. **On or before the expiration of the primary term of this Lease, Lessee has the option but not the obligation, to pay Lessor the sum of $500.00 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.**

18. **Lessee or the purchaser of oil/ or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in § 91.402 of the Natural resources Code of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in § 91.402 of the Natural Resource Code of the State of Texas and shall be subject to § 91.402 of the Natural Resource Code of the State of Texas. Furthermore, Lessee agrees not to withhold any royalty due Lessor under this Lease because of title problems which may exist under acreage in which Lessor does not own an interest.**

19 **On the expiration or sooner termination of this Lease, Lessee or Lessee's assigns, shall quietly and peacefully surrender possession to Lessor and file for record a release, in the County Recorders Office of said County and State. If such a release is not promptly executed and delivered, Lessor shall make written demand for same to be delivered within thirty (30) days of Lessee's receipt of such demand. If not delivered within said thirty (30) day period, Lessee or Lessee's assigns shall pay Lessor fifteen dollars ($15.00) per day for each day beyond the thirty (30) day period until such release is filed in the County Recorders Office of said County and State.**

20. **Lessee's right to remove property, equipment, fixtures and casing is conditioned upon the proper plugging by lessee (or its successors, assigns, agents or contractors) of any dry holes or abandoned wells. Such removal right shall terminate if such property, equipment, fixtures or casing is not removed within 180 days after the termination of the lease. After the expiration of this 180 day period any such property remaining on the leased premises shall be owned by Lessor without any requirement that the Lessee be reimbursed by Lessor for the value of such property, equipment, fixtures and casing.**

21. **Any salt water produced from wells drilled under this lease shall not be disposed of on the leased premises unless such salt water is injected into formations located below the deepest fresh water bearing formation. Lessee shall not use salt water slush pits of any type and shall dispose of all salt water either off the leased premises or by injection into a formation under the leased premises which will be suitable for receiving salt water without the possibility of such water escaping or migrating to the surface or escaping or migrating into a fresh water stratum. In the same connection, there shall be no disposal of salt water or other waste liquids on the leased premises which have been produced from the lands outside of the leased premises and not covered by this lease without Lessor's written consent.**

22. **At the end of the primary term of this lease each well then producing oil and /or gas in paying quantities and each will drilled and completed capable of producing oil and /or gas in paying quantities, whether from pooled or non-pooled acreage, shall hold this lease to the extent of a unit the size of which will be set by the field rules established by the Railroad Commission of the State of Texas. Any land not so held at the end of the primary term of this lease shall revert to the Lessor free and clear of the terms of this lease; provided, however, that if Lessee is engaged in drilling or deepening operations on the leased premises, or lands pooled therewith, at that time or within one hundred eighty (180) days prior to that time, then this lease shall remain in full force and effect so long as continuous drilling operations are being conducted on the property. Continuous drilling operations shall be construed to mean that no more than one hundred eighty (18o) days shall have lapsed between the completion or abandonment of a dry hole of any well and the commencement of operations for the drilling or deepening of a subsequent well. The completion date of any well drilled hereunder shall be defined as the date the c.**

23. **Not withstanding anything herein to the contrary and under any circumstances, this lease shall terminate (1) year after the primary term or any extension thereof, to all oil, gas and other mineral rights lying one hundred (100) feet below the deepest depth drilled on the leased premises or lands pooled therewith.**

SIGNED FOR IDENTIFICATION

Victor R. Hillman **Lessor**

Victor R. Hillman

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STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 62849

Amount: 32.00

Receipt Number: 5399

Vol: 1007 Page: 303

Recorded: Feb 19,2010 at 08:52A

By,
Anna Eubank, Deputy

Trilogy Gas Partners, LLC.
5 Grogans Park Dr. Ste. 200
Spring, Texas 77380

POUND PRINTING COMPANY, L.L.C.
P.O. Box 53010, Midland, TX 79710 (800) 526-3790

OIL AND GAS LEASE

THIS LEASE is made and entered into to be effective **June15, 2009**, deemed the Effective Date, between **James A. Knippa, III, joined pro forma by his wife Tammy L. Knippa,** referred to as Lessors, whose address is **P.O. Box 488, Normangee, Texas 77871** , and **Basin ET Energy, LLC.,** referred to as Lessee, whose address is **P.O. Box 469, Lyons, Texas 77863.**

1. Lessor, in consideration of Ten Dollars and other valuable consideration ($10.00 & OVC), the receipt and sufficiency of which is acknowledged, and for the royalties reserved in this Lease, GRANTS, LEASES, and LETS the lands described below, exclusively to Lessee, for the purpose of exploring, drilling, producing and owning, oil, gas, and all other minerals produced with them, and conducting all activities necessary or reasonably incident to the exploration for, operations in search of, and production of oil, gas, and other minerals. The lands subject to this Lease (referred to as the "land" or the "leased premises") are located in **Madison** County, Texas, and are described as follows:

See Exhibit "A" and "B" attached hereto and made a part thereof

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.

This Lease also covers and includes land owned or claimed by Lessor adjacent or contiguous to the land described above, whether in the same or adjacent surveys, although not included within the boundaries of the land described above, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, or unrecorded instrument, or (b) as to which Lessor has a preferential right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the land. For the purpose of determining the amount of any payments provided for in this Lease, the land shall be deemed to contain **379.47** acres, whether actually containing more or less, and the recital or acreage in any tract shall be deemed to be the true acreage in each tract. Lessor accepts the bonus as consideration for this Lease and all rights under it.

2. This is a Paid Up Lease. No payments are due Lessor during the primary term except the payment of royalty as provided for in paragraph 3. Subject to its other provisions, this Lease shall be for a term of **3** YEARS from the Effective Date (the "primary term") and as long thereafter as operations are being conducted on the leased premises or lands pooled with it, or oil, gas or other minerals are produced from the land or land with which the land is pooled under the terms of this Lease, or this Lease is maintained by any of its other provisions. If, at the end of the primary term Lessee has drilled and abandoned a well on the leased premises, or lands pooled with it, this Lease shall not terminate at the end of the primary term, if Lessee, within 180 days of the end of the primary term, commences additional operations on the Leased premises, or lands pooled with it, which operations shall be deemed operations during the primary term of this Lease and serve to maintain it in full force and effect. When used in this Lease, the term "operations" means: placing equipment on location, surface location preparation or maintenance; drilling; testing; completing; reworking; recompleting; deepening; plugging back or repair of a well in search of or in an endeavor to obtain production of oil, gas, or other minerals; or, production of oil, gas, or other minerals, whether or not in paying quantities.

3. Lessee reserves as royalty, and Lessee agrees to pay Lessor as royalty on oil, other liquid hydrocarbons, and non-gaseous minerals produced and saved from the leased premises (the "oil"), **1/5** part of the net amount received by Lessee for the sale of the oil at the time it is run from the storage tanks, or into the pipeline to which the well or wells on the leased premises are connected. In either case, Lessor's interest shall bear the stated part of all taxes, and costs of treating the oil to render it marketable. Lessee shall pay Lessor as royalty on gas and casinghead gas produced from the leased premises **1/5** of the net amount received by Lessee for the gas if sold at the wellhead, at a location on the leased premises, or on lands with which the leased premises are pooled, with Lessor's share of those proceeds to bear its proportionate share of all taxes, and costs incurred by Lessee in delivering, processing, compressing, or otherwise making the gas merchantable or enhancing its marketability. On all other gas and casinghead gas, Lessee shall pay Lessor as royalty **1/5** of the net amount received by Lessee for the gas so sold, less its proportionate share of all taxes, costs of transportation, compression, processing, treating, and all other costs of marketing. For all gas sold, Lessor shall bear its proportionate share of all adjustments for heating content, shrinkage, and deductions for impurities. At the expiration of the primary term or at any later time or times, if there is a well or wells on the land or on lands with which the land or any portion of it has been pooled, capable of producing oil or gas, and all wells are shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on the land for so long as the wells are shut-in, and Lessee pays the shut-in royalty provided below, and then this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from the wells, but in the exercise of 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 oil or gas on terms unacceptable to Lessee. If, at any time after the expiration of the primary term of this Lease, all the wells, oil or gas, on the leased premises, or lands pooled with it, are shut in and this Lease is not otherwise maintained in effect, Lessee may pay or tender, by its check or draft, as shut in royalty, an amount equal to One Dollar ($1.00) for each acre of land then covered by this Lease (the "shut-in royalty"), on or before the end of each 12 month period during which all wells on the leased premises, or lands pooled with it, are shut in and oil and gas is not being produced, sold, or used, and this Lease is not otherwise being maintained. Each 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, or may be deposited in the **(payable directly to Lessor)**, or its successors, which shall continue as the depository bank for the parties, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive payments, Lessee, at its election, may, in lieu of any other method of payment provided for in this Lease, pay or tender shut-in royalty, in the manner specified above, either jointly to the parties or separately to each in accordance with their respective ownership. Any payment may be made by Lessee's check or draft, deposited in the mail or delivered to the party entitled to receive payment, or to the depository bank provided for above, on or before the last date for payment. Lessee's failure to pay, or to properly pay or tender any sum due as shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing in this Lease shall impair Lessee's right to release this Lease, in whole or in part, as provided in paragraph 5. below. In the event of assignment of this Lease, in whole or in part, liability for any payments of any sums which may be due under this Lease, shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each, and the original Lessee, or an assignee will have no obligation for royalties payable on production after an assignment to a subsequent or successor lessee or assignee.

4. At its option, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this Lease or any portion of it as to oil and/or gas, with any other land covered by this Lease, and/or with any other land, lease, or leases in the immediate vicinity of the leased premises, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop, and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and/or gas in and under and that may be produced from the leased premises. Units pooled for oil shall not substantially exceed 80 acres each in area, and units pooled for gas shall not substantially exceed 640 acres each in area, plus, in both instances, a tolerance of ten percent (10%); provided, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, or for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.

Lessee may pool or combine acreage covered by this Lease or any portion of it as to oil and/or gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform to the area within gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee to pool this Lease or portions of it into other units. On execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, the unit shall be effective as to all parties, 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 the unit. Within a reasonable time following the execution of the instrument designating the pooled unit, Lessee shall file the instrument for record in the appropriate records of the county in which the leased premises are located. Any unit formed may be revised, re-formed, increased, or decreased in size, or changed in configuration, at the election of Lessee, at any time either before or after commencement of operations or production from the unit well. Lessee may, at any time, at its election, dissolve or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit.

Lessee may exercise its right to pool at any time and from time to time, while this Lease is in force and effect, whether before or after commencing operations, completing an oil or gas well, or establishing production on the leased premises, or on any land pooled or unitized with the leased premises. Any operations for drilling on or production of oil or gas from a pooled unit which includes all or a part of the leased premises, regardless of whether the operations for drilling were commenced, or the production was secured, before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered operations for drilling on or production of oil and/or gas from land covered by this Lease, whether or not the well or wells is located on the leased premises. In that event, operations for drilling

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shall be deemed to have been commenced on the leased premises within the meaning of this Lease; and, the entire acreage constituting the unit or units, as to oil and/or gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and/or gas from a pooled unit, there shall be allocated to the land covered by this Lease and included in a 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/or gas, produced from the pooled unit after deducting that used for operations on the lease or pooled unit. The allocation shall be on an acreage basis; i.e., 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/or gas, produced from the pooled unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of the production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the 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 shall not have the effect of changing the ownership of any shut-in royalty which may become payable under this Lease. If this Lease now or later covers separate tracts, no pooling or unitization of royalty interest as between any separate tracts is intended or shall be implied or result merely from the inclusion of the separate tracts within this Lease, but Lessee shall nevertheless have the right to pool, as provided above, with the consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or later, 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 minerals are not being produced on or from the land, or on or from the land with which it is pooled, but Lessee is then engaged in any operations, or shall have completed a dry hole prior to the end of the primary term, this Lease shall remain in force, as provided in paragraph 2., so long as operations on the well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long as oil, gas, or other minerals are produced from the land, or from land pooled with it. If, after the expiration of the primary term of this Lease and after oil, gas, or other minerals are produced from the land, or from land pooled with it, the production should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of production, but shall remain in force and effect so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long thereafter as oil, gas, or other minerals are produced from the land, or from land pooled with it. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises as to any depths, and surrender this Lease as to that portion, portions, or depths, and be relieved of all obligations as to the acreage or depths surrendered.

6. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed on the land, including the right to draw and remove all casing. When reasonably necessary to accommodate an immediate impending use of the surface estate by Lessor, or anyone claiming by, through, or under Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within five hundred (500) feet of any building or structure now on the land without Lessor's consent.

7. The rights of either party may be assigned in whole or in part, and the provisions of this Lease 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 ownership shall be binding on Lessee until sixty (60) days after Lessee is furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of the recorded instrument or instruments evidencing the changes or division of ownership. In the event of an assignment of this Lease, in whole or in part, liability for a breach of any obligation shall rest exclusively on the owner of this Lease or of a portion of it who commits the breach.

8. The breach by Lessee of any obligation arising under this Lease shall not work a forfeiture or termination of this Lease or cause a termination or reversion of the estate created by it, or be grounds for cancellation in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas, or other minerals be discovered on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained as a reasonably prudent operator. 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 on as constituting a claimed breach of this Lease, and Lessee, if in default, shall have sixty (60) days after receipt of the notice in which to commence compliance with the obligations imposed by virtue of this Lease.

9. Lessor hereby warrants and agrees to defend the title to the land and agrees that Lessee, at it's option, may discharge any tax, mortgage, or other lien on the land, either in whole or in part. In the event Lessee does so, it shall be subrogated to the lien discharged, with the right to enforce it and apply royalties and any other payments accruing under this Lease toward satisfying the lien. Without impairing Lessee's rights under the warranty in event of failure of title, it is agreed that if this Lease covers a less interest in the oil, gas, or other minerals in all or any part of the land than the entire and undivided fee simple estate (whether Lessor's interest is specified or not), or no interest, then the royalties, and other monies accruing from any part where this Lease covers less than the full interest, shall be paid only in the proportion which the Lessor's interest, if any, covered by this Lease, bears to the whole and undivided fee simple estate. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty provided for above. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties executing this Lease.

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

This Lease is executed as of the date of the acknowledgment of the undersigned's signature, but shall be deemed effective for all purposes as of the Effective Date stated above.

James A. Knippa, III, joined pro forma by his wife, Tammy L. Knippa Lessor

Tammy L. Knippa Lessor

STATE OF TEXAS §
§
COUNTY OF MADISON §

This instrument was acknowledged before me on this date, June 11, 2009 **,**
By James A. Knippa, III, joined pro forma by his wife, Tammy L. Knippa.

Notary Public, State of Texas

Printed Name: Jack C. Howe

Commission Expires: June 17 2010

JACK C. HOWE
MY COMMISSION EXPIRES
June 17, 2010

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EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June15, 2009, by James A. Knippa, III, joined pro forma by his wife, Tammy L. Knippa, Lessors, and Basin ET Energ, LLC., as Lessee, covering 379.47 acres of land more or less, Madison County, Texas

379.47 acres of land, more or less, being out of the Isaac Votaw Survey, A-33, Madison County Texas, being more fully described as the following tract of land, to-wit:

379.47 acres of land, more or less, out of the Isaac Votaw Survey, A-33, Madison County, Texas, being the same lane described in a Warranty Deed With Vendor's Lien, dated August 20, 1998, from Sierra Energy Corporation, now known as Texas Sierra Energy Corporation, to James A. Knippa III, recorded in Volume 477, Page 47 of the Official Records of Madison County, Texas.

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE DATED JUNE15, 2009, BY AND BETWEEN JAMES A. KNIPPA III, JOINED PRO FORMA BY HIS WIFE, TAMMY L. KNIPPA AS LESSORS AND BASIN ET ENERGY, LLC., LESSEE.

11. Should any discrepancies exist between the provisions of this Exhibit "B" and the provisions of the printed text, the provisions of this Exhibit "B" shall govern and control. All prior discussions, contracts, letters and agreements related to this transaction are merged into and superseded by this Lease.

12. Notwithstanding anything to the contrary contained herein, this lease covers oil, gas, and other hydrocarbons normally produced therewith, and specifically does not cover or include any coal, lignite, iron ore or gravel.

13. At the termination of this lease or any part thereof (including the operation of the retained acreage clause at the end of the primary term or the end of continuous drilling operation), Lessee shall, within thirty (30) days after receipt of Lessor's written request via US certified mail, therefore execute and record a written release either releasing the entire leased premises or designating those portions and depth which are being released.

14. 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 following the expiration of the primary term, at various intervals not to exceed in the aggregate two (2) years in all.

15. Lessor's royalty shall be calculated free and clear of costs and expenses and deductions for exploration, drilling, development and production, including but not limited to costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of actual, reasonable costs charged and deducted in order to transport, compress, stabilize, treat or process the production off the lease premises in order to make the production saleable, or in order to get the production to market. Lessor's royalty shall bear its proportionate share of severance and other taxes based upon production.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases, so as to form a pooled unit or units, production of oil or gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units. As to any portion or portions of the land not included in a pooled unit or units, this lease shall terminate at the end of the primary term unless otherwise maintained in force and effect as provided for by the provisions of this lease. However, operations for drilling, or reworking operations under the continuous operations or development clauses of this lease, conducted on lands within a pooled unit, shall maintain this lease in force and effect as to all lands described in this lease until such time as such continuous operations or development cease.

17. Should Lessor suffer damage to livestock, water wells, fences, roads, personal property, building or other improvements as a result of operations of Lessee under the lease, Lessee agrees to pay Lessor the actual amount of the said loss. Lessee further agrees to fill and level all slush pits, so as to return the surface to its original condition as nearly as practical within a reasonable length of time after the abandonment of the use of such pits,

and, upon written request via certified US mail from Lessor, Lessee will construct and maintain fences surrounding such pits or other excavations sufficient to turn cattle until such pits or other excavations are so leveled.

18. Lessee agrees that after drilling operations are concluded on a producing well, drilling equipment will be removed within sixty (60) days after such equipment is no longer necessary for production or operation at the well, and it is also agreed that if at any time in the future, a producing well or wells become non-productive, then the production equipment will be removed within twelve (12) months after said well or wells become non-productive and lessee shall fill all pits and excavations of all kinds, so as to return the surface to its original condition as nearly as practical within a reasonable length of time after the abandonment of the use of such pits and excavations.

19. In the event Lessee shall, at any time during the term of this lease, drill a water well on the subject land and thereafter decide to abandon same, Lessee shall give Lessor advance written notice via US certified mail of such intention and Lessor shall then have a period of 30 days within which to elect by notice in writing via US certified mail to Lessee to acquire such water well. In the event Lessor elects to acquire such water well, then Lessee shall have the right to remove any surface equipment installed by Lessee in connection therewith, and Lessee shall transfer title of said well to Lessor. Lessor shall thereafter be responsible for such well and shall assume all obligations, risks, responsibility, and expenses for plugging and abandoning the same as required with all rules and regulations of the Railroad Commission of the State of Texas and of the Texas Water Control Board, and shall agree in writing to thereafter indemnify and hold Lessee harmless from any loss, costs, risk, or expenses in connection with such well.

20. The operations of Lessee on the leased premises shall be conducted in such manner as to reasonably prevent the contamination of any and all waters in, under or on said land, whether in surface tanks or any other type of storage, in creek beds or river beds, and any and all surface and subsurface water bearing strata or formations by virtue of Lessee's drilling, development and production operations.

21. If during the term of this lease or any extension thereof Lessor is presented with any third party offer to top-lease the leased premises, Lessor must first present this third party offer to Lessee in writing via US certified mail, and Lessee has a right of first refusal to match the third party offer within 60 days after Lessee receives written notice via US certified mail of said third party offer. If Lessee does not match this third party offer, then Lessor may execute a top-lease from that third party on the same terms contained in the third party offer.

22. On or before the expiration of the primary term of this Lease, Lessee has the option but not the obligation, to pay Lessor the sum of $375.00 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.

SIGNED FOR IDENTIFICATION

_____ **Lessor**

James A. Knippa, III joined pro forma by his wife Tammy L. Knippa

_____ **Lessor**

Tammy L. Knippa

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STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 62847

Amount: 32.00

Receipt Number: 5399

Vol: 1007 Page: 290

Recorded: Feb 19,2010 at 08:52A

By,
Anna Eubank, Deputy

Trilogy Gas Partners, LLC.
5 Grogans Park Dr. Ste. 200
Spring, Texas 77380

POUND PRINTING COMPANY, L.L.C.
P.O. Box 53010, Midland, TX 79710 (800) 526-3790

OIL AND GAS LEASE

THIS LEASE is made and entered into to be effective **July 15, 2009**, deemed the Effective Date, between **Glenn Jones,** referred to as Lessors, whose address is **2488 Hwy. 75 South, Centerville, Texas 75833** , and **Basin ET Energy, LLC.,** referred to as Lessee, whose address is **P.O. Box 469, Lyons, Texas 77863.**

1. Lessor, in consideration of Ten Dollars and other valuable consideration ($10.00 & OVC), the receipt and sufficiency of which is acknowledged, and for the royalties reserved in this Lease, GRANTS, LEASES, and LETS the lands described below, exclusively to Lessee, for the purpose of exploring, drilling, producing and owning, oil, gas, and all other minerals produced with them, and conducting all activities necessary or reasonably incident to the exploration for, operations in search of, and production of oil, gas, and other minerals. The lands subject to this Lease (referred to as the "land" or the "leased premises") are located in **Madison** County, Texas, and are described as follows:

See Exhibit "A" and "B" attached hereto and made a part thereof

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.

This Lease also covers and includes land owned or claimed by Lessor adjacent or contiguous to the land described above, whether in the same or adjacent surveys, although not included within the boundaries of the land described above, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, or unrecorded instrument, or (b) as to which Lessor has a preferential right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the land. For the purpose of determining the amount of any payments provided for in this Lease, the land shall be deemed to contain **317.88** acres, whether actually containing more or less, and the recital or acreage in any tract shall be deemed to be the true acreage in each tract. Lessor accepts the bonus as consideration for this Lease and all rights under it.

2. This is a Paid Up Lease. No payments are due Lessor during the primary term except the payment of royalty as provided for in paragraph 3. Subject to its other provisions, this Lease shall be for a term of **3** YEARS from the Effective Date (the "primary term") and as long thereafter as operations are being conducted on the leased premises or lands pooled with it, or oil, gas or other minerals are produced from the land or land with which the land is pooled under the terms of this Lease, or this Lease is maintained by any of its other provisions. If, at the end of the primary term Lessee has drilled and abandoned a well on the leased premises, or lands pooled with it, this Lease shall not terminate at the end of the primary term, if Lessee, within 180 days of the end of the primary term, commences additional operations on the Leased premises, or lands pooled with it, which operations shall be deemed operations during the primary term of this Lease and serve to maintain it in full force and effect. When used in this Lease, the term "operations" means: placing equipment on location, surface location preparation or maintenance; drilling; testing; completing; reworking; recompleting; deepening; plugging back or repair of a well in search of or in an endeavor to obtain production of oil, gas, or other minerals; or, production of oil, gas, or other minerals, whether or not in paying quantities.

3. Lessee reserves as royalty, and Lessee agrees to pay Lessor as royalty on oil, other liquid hydrocarbons, and non-gaseous minerals produced and saved from the leased premises (the "oil"), **1/5** part of the net amount received by Lessee for the sale of the oil at the time it is run from the storage tanks, or into the pipeline to which the well or wells on the leased premises are connected. In either case, Lessor's interest shall bear the stated part of all taxes, and costs of treating the oil to render it marketable. Lessee shall pay Lessor as royalty on gas and casinghead gas produced from the leased premises **1/5** of the net amount received by Lessee for the gas if sold at the wellhead, at a location on the leased premises, or on lands with which the leased premises are pooled, with Lessor's share of those proceeds to bear its proportionate share of all taxes, and costs incurred by Lessee in delivering, processing, compressing, or otherwise making the gas merchantable or enhancing its marketability. On all other gas and casinghead gas, Lessee shall pay Lessor as royalty **1/5** of the net amount received by Lessee for the gas so sold, less its proportionate share of all taxes, costs of transportation, compression, processing, treating, and all other costs of marketing. For all gas sold, Lessor shall bear its proportionate share of all adjustments for heating content, shrinkage, and deductions for impurities. At the expiration of the primary term or at any later time or times, if there is a well or wells on the land or on lands with which the land or any portion of it has been pooled, capable of producing oil or gas, and all wells are shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on the land for so long as the wells are shut-in, and Lessee pays the shut-in royalty provided below, and then this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from the wells, but in the exercise of 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 oil or gas on terms unacceptable to Lessee. If, at any time after the expiration of the primary term of this Lease, all the wells, oil or gas, on the leased premises, or lands pooled with it, are shut in and this Lease is not otherwise maintained in effect, Lessee may pay or tender, by its check or draft, as shut in royalty, an amount equal to One Dollar ($1.00) for each acre of land then covered by this Lease (the "shut-in royalty"), on or before the end of each 12 month period during which all wells on the leased premises, or lands pooled with it, are shut in and oil and gas is not being produced, sold, or used, and this Lease is not otherwise being maintained. Each 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, or may be deposited in the **(payable directly to Lessor)**, or its successors, which shall continue as the depository bank for the parties, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive payments, Lessee, at its election, may, in lieu of any other method of payment provided for in this Lease, pay or tender shut-in royalty, in the manner specified above, either jointly to the parties or separately to each in accordance with their respective ownership. Any payment may be made by Lessee's check or draft, deposited in the mail or delivered to the party entitled to receive payment, or to the depository bank provided for above, on or before the last date for payment. Lessee's failure to pay, or to properly pay or tender any sum due as shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing in this Lease shall impair Lessee's right to release this Lease, in whole or in part, as provided in paragraph 5. below. In the event of assignment of this Lease, in whole or in part, liability for any payments of any sums which may be due under this Lease, shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each, and the original Lessee, or an assignee will have no obligation for royalties payable on production after an assignment to a subsequent or successor lessee or assignee.

4. At its option, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this Lease or any portion of it as to oil and/or gas, with any other land covered by this Lease, and/or with any other land, lease, or leases in the immediate vicinity of the leased premises, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop, and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and/or gas in and under and that may be produced from the leased premises. Units pooled for oil shall not substantially exceed 80 acres each in area, and units pooled for gas shall not substantially exceed 640 acres each in area, plus, in both instances, a tolerance of ten percent (10%); provided, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, or for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.

Lessee may pool or combine acreage covered by this Lease or any portion of it as to oil and/or gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform to the area within gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee to pool this Lease or portions of it into other units. On execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, the unit shall be effective as to all parties, 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 the unit. Within a reasonable time following the execution of the instrument designating the pooled unit, Lessee shall file the instrument for record in the appropriate records of the county in which the leased premises are located. Any unit formed may be revised, re-formed, increased, or decreased in size, or changed in configuration, at the election of Lessee, at any time either before or after commencement of operations or production from the unit well. Lessee may, at any time, at its election, dissolve or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit.

Lessee may exercise its right to pool at any time and from time to time, while this Lease is in force and effect, whether before or after commencing operations, completing an oil or gas well, or establishing production on the leased premises, or on any land pooled or unitized with the leased premises. Any operations for drilling on or production of oil or gas from a pooled unit which includes all or a part of the leased premises, regardless of whether the operations for drilling were commenced, or the production was secured, before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered operations for drilling on or production of oil and/or gas from land covered by this Lease, whether or not the well or wells is located on the leased premises. In that event, operations for drilling

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shall be deemed to have been commenced on the leased premises within the meaning of this Lease; and, the entire acreage constituting the unit or units, as to oil and/or gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and/or gas from a pooled unit, there shall be allocated to the land covered by this Lease and included in a 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/or gas, produced from the pooled unit after deducting that used for operations on the lease or pooled unit. The allocation shall be on an acreage basis; i.e., 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/or gas, produced from the pooled unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of the production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the 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 shall not have the effect of changing the ownership of any shut-in royalty which may become payable under this Lease. If this Lease now or later covers separate tracts, no pooling or unitization of royalty interest as between any separate tracts is intended or shall be implied or result merely from the inclusion of the separate tracts within this Lease, but Lessee shall nevertheless have the right to pool, as provided above, with the consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or later, 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 minerals are not being produced on or from the land, or on or from the land with which it is pooled, but Lessee is then engaged in any operations, or shall have completed a dry hole prior to the end of the primary term, this Lease shall remain in force, as provided in paragraph 2., so long as operations on the well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long as oil, gas, or other minerals are produced from the land, or from land pooled with it. If, after the expiration of the primary term of this Lease and after oil, gas, or other minerals are produced from the land, or from land pooled with it, the production should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of production, but shall remain in force and effect so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long thereafter as oil, gas, or other minerals are produced from the land, or from land pooled with it. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises as to any depths, and surrender this Lease as to that portion, portions, or depths, and be relieved of all obligations as to the acreage or depths surrendered.

6. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed on the land, including the right to draw and remove all casing. When reasonably necessary to accommodate an immediate impending use of the surface estate by Lessor, or anyone claiming by, through, or under Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within five hundred (500) feet of any building or structure now on the land without Lessor's consent.

7. The rights of either party may be assigned in whole or in part, and the provisions of this Lease 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 ownership shall be binding on Lessee until sixty (60) days after Lessee is furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of the recorded instrument or instruments evidencing the changes or division of ownership. In the event of an assignment of this Lease, in whole or in part, liability for a breach of any obligation shall rest exclusively on the owner of this Lease or of a portion of it who commits the breach.

8. The breach by Lessee of any obligation arising under this Lease shall not work a forfeiture or termination of this Lease or cause a termination or reversion of the estate created by it, or be grounds for cancellation in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas, or other minerals be discovered on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained as a reasonably prudent operator. 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 on as constituting a claimed breach of this Lease, and Lessee, if in default, shall have sixty (60) days after receipt of the notice in which to commence compliance with the obligations imposed by virtue of this Lease.

9. Lessor hereby warrants and agrees to defend the title to the land and agrees that Lessee, at it's option, may discharge any tax, mortgage, or other lien on the land, either in whole or in part. In the event Lessee does so, it shall be subrogated to the lien discharged, with the right to enforce it and apply royalties and any other payments accruing under this Lease toward satisfying the lien. Without impairing Lessee's rights under the warranty in event of failure of title, it is agreed that if this Lease covers a less interest in the oil, gas, or other minerals in all or any part of the land than the entire and undivided fee simple estate (whether Lessor's interest is specified or not), or no interest, then the royalties, and other monies accruing from any part where this Lease covers less than the full interest, shall be paid only in the proportion which the Lessor's interest, if any, covered by this Lease, bears to the whole and undivided fee simple estate. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty provided for above. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties executing this Lease.

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

This Lease is executed as of the date of the acknowledgment of the undersigned's signature, but shall be deemed effective for all purposes as of the Effective Date stated above.

Glenn Jones

Glenn Jones Lessor

STATE OF TEXAS §
§
COUNTY OF LEON §

This instrument was acknowledged before me on this date, JULY 20, 2009,
By Glenn Jones.

TYSON J. HENSON
MY COMMISSION EXPIRES
March 11, 2013

Notary Public, State of TEXAS

Printed Name: TYSON J. HENSON

Commission Expires: _____

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62846	OR	1007	285

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 15, 2009, by Glenn Jones, Lessor, and Basin ET Energ, LLC., as Lessee, covering 317.88 acres of land more or less, Madison County, Texas

317.88 acres of land, more or less, being out of the Isaac Votaw Survey, A-33, Madison County Texas, being more fully described as the following tract of land, to-wit:

317.88 acres of land, more less called (347.77 acres) in the Isaac Votaw Survey, A-33, Madison County, Texas, and being more fully described in a Gift of Deed from W.E. Barnes to Joe H. Barnes II, recorded in Volume 170, Page 662 of the Deed Records of Madison County, Texas, and being further described by metes and bounds in a Partition Deed dated October 28, 1999, between Sue Anthony Dotson and Joe H. Barnes II, recorded in Volume 519, Page 194 of the Deed Records of Madison County, Texas.

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE DATED JULY 15, 2009, BY AND BETWEEN GLENN JONES, AS LESSOR AND BASIN ET ENERGY, LLC., LESSEE.

11. **Should any discrepancies exist between the provisions of this Exhibit "B" and the provisions of the printed text, the provisions of this Exhibit "B" shall govern and control. All prior discussions, contracts, letters and agreements related to this transaction are merged into and superseded by this Lease.**

12. **Notwithstanding anything to the contrary contained herein, this lease covers oil, gas, and other hydrocarbons normally produced therewith, and specifically does not cover or include any coal, lignite, iron ore or gravel.**

13. **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 following the expiration of the primary term, at various intervals not to exceed in the aggregate two (2) years in all. Shut-in royalty payments are to be computed on the basis of twenty-five dollars ($25.00) per net mineral acre per year on the acreage within a pooled unit or units.**

14. **Lessor's royalty shall be calculated free and clear of costs and expenses and deductions for exploration, drilling, development and production, including but not limited to costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of actual, reasonable costs charged and deducted in order to transport, compress, stabilize, treat or process the production off the lease premises in order to make the production saleable, or in order to get the production to market. Lessor's royalty shall bear its proportionate share of severance and other taxes based upon production.**

15. **In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases, so as to form a pooled unit or units, production of oil or gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units. As to any portion or portions of the land not included in a pooled unit or units, this lease shall terminate at the end of the primary term unless otherwise maintained in force and effect as provided for by the provisions of this lease. However, operations for drilling, or reworking operations under the continuous operations or development clauses of this lease, conducted on lands within a pooled unit, shall maintain this lease in force and effect as to all lands described in this lease until such time as such continuous operations or development cease.**

16. **If during the term of this lease or any extension thereof Lessor is presented with any third party offer to top-lease the leased premises, Lessor must first present this third party offer to Lessee in writing via US certified mail, and Lessee has a right of first refusal to match the third party offer within 60 days after Lessee receives written notice via US certified mail of said third party offer. If Lessee does not match this third party offer, then Lessor may execute a top-lease from that third party on the same terms contained in the third party offer.**

17. **On or before the expiration of the primary term of this Lease, Lessee has the option but not the obligation, to pay Lessor the sum of $500.00 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.**

18. **Lessee or the purchaser of oil/ or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in § 91.402 of the Natural resources Code of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in § 91.402 of the Natural Resource Code of the State of Texas and shall be subject to § 91.402 of the Natural Resource Code of the State of Texas. Furthermore, Lessee agrees not to withhold any royalty due Lessor under this Lease because of title problems which may exist under acreage in which Lessor does not own an interest.**

19 **On the expiration or sooner termination of this Lease, Lessee or Lessee's assigns, shall quietly and peacefully surrender possession to Lessor and file for record a release, in the County Recorders Office of said County and State. If such a release is not promptly executed and delivered, Lessor shall make written demand for same to be delivered within thirty (30) days of Lessee's receipt of such demand. If not delivered within said thirty (30) day period, Lessee or Lessee's assigns shall pay Lessor fifteen dollars ($15.00) per day for each day beyond the thirty (30) day period until such release is filed in the County Recorders Office of said County and State.**

20. **Lessee's right to remove property, equipment, fixtures and casing is conditioned upon the proper plugging by lessee (or its successors, assigns, agents or contractors) of any dry holes or abandoned wells. Such removal right shall terminate if such property, equipment, fixtures or casing is not removed within 180 days after the termination of the lease. After the expiration of this 180 day period any such property remaining on the leased premises shall be owned by Lessor without any requirement that the Lessee be reimbursed by Lessor for the value of such property, equipment, fixtures and casing.**

21. **Any salt water produced from wells drilled under this lease shall not be disposed of on the leased premises unless such salt water is injected into formations located below the deepest fresh water bearing formation. Lessee shall not use salt water slush pits of any type and shall dispose of all salt water either off the leased premises or by injection into a formation under the leased premises which will be suitable for receiving salt water without the possibility of such water escaping or migrating to the surface or escaping or migrating into a fresh water stratum. In the same connection, there shall be no disposal of salt water or other waste liquids on the leased premises which have been produced from the lands outside of the leased premises and not covered by this lease without Lessor's written consent.**

22. **At the end of the primary term of this lease each well then producing oil and /or gas in paying quantities and each will drilled and completed capable of producing oil and /or gas in paying quantities, whether from pooled or non-pooled acreage, shall hold this lease to the extent of a unit the size of which will be set by the field rules established by the Railroad Commission of the State of Texas. Any land not so held at the end of the primary term of this lease shall revert to the Lessor free and clear of the terms of this lease; provided, however, that if Lessee is engaged in drilling or deepening operations on the leased premises, or lands pooled therewith, at that time or within one hundred eighty (180) days prior to that time, then this lease shall remain in full force and effect so long as continuous drilling operations are being conducted on the property. Continuous drilling operations shall be construed to mean that no more than one hundred eighty (18o) days shall have lapsed between the completion or abandonment of a dry hole of any well and the commencement of operations for the drilling or deepening of a subsequent well. The completion date of any well drilled hereunder shall be defined as the date the c.**

23. **Not withstanding anything herein to the contrary and under any circumstances, this lease shall terminate (1) year after the primary term or any extension thereof, to all oil, gas and other mineral rights lying one hundred (100) feet below the deepest depth drilled on the leased premises or lands pooled therewith.**

SIGNED FOR IDENTIFICATION

Glenn Jones **Lessor**

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62846	OR	1007	288

Doc	Bk	Vol	Pg
62846	OR	1007	289

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

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By,
Anna Eubank, Deputy

Trilogy Gas Partners, LLC.
5 Grogans Park Dr. Ste. 200
Spring, Texas 77380

POUND PRINTING COMPANY, L.L.C.
P.O. Box 53010, Midland, TX 79710 (800) 526-3790

OIL AND GAS LEASE

THIS LEASE is made and entered into to be effective **June11, 2009**, deemed the Effective Date, between **Robert A. Chalk and wife, Barbara Sue Chalk,** referred to as Lessors, whose address is **3824 Burns Lane, Normangee, Texas 77871** , and **Basin ET Energy, LLC.,** referred to as Lessee, whose address is **P.O. Box 469, Lyons, Texas 77863.**

1. Lessor, in consideration of Ten Dollars and other valuable consideration ($10.00 & OVC), the receipt and sufficiency of which is acknowledged, and for the royalties reserved in this Lease, GRANTS, LEASES, and LETS the lands described below, exclusively to Lessee, for the purpose of exploring, drilling, producing and owning, oil, gas, and all other minerals produced with them, and conducting all activities necessary or reasonably incident to the exploration for, operations in search of, and production of oil, gas, and other minerals. The lands subject to this Lease (referred to as the "land" or the "leased premises") are located in **Madison** County, Texas, and are described as follows:

See Exhibit "A" and "B" attached hereto and made a part thereof

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.

This Lease also covers and includes land owned or claimed by Lessor adjacent or contiguous to the land described above, whether in the same or adjacent surveys, although not included within the boundaries of the land described above, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, or unrecorded instrument, or (b) as to which Lessor has a preferential right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the land. For the purpose of determining the amount of any payments provided for in this Lease, the land shall be deemed to contain **117.984** acres, whether actually containing more or less, and the recital or acreage in any tract shall be deemed to be the true acreage in each tract. Lessor accepts the bonus as consideration for this Lease and all rights under it.

2. This is a Paid Up Lease. No payments are due Lessor during the primary term except the payment of royalty as provided for in paragraph 3. Subject to its other provisions, this Lease shall be for a term of **3** YEARS from the Effective Date (the "primary term") and as long thereafter as operations are being conducted on the leased premises or lands pooled with it, or oil, gas or other minerals are produced from the land or land with which the land is pooled under the terms of this Lease, or this Lease is maintained by any of its other provisions. If, at the end of the primary term Lessee has drilled and abandoned a well on the leased premises, or lands pooled with it, this Lease shall not terminate at the end of the primary term, if Lessee, within 180 days of the end of the primary term, commences additional operations on the Leased premises, or lands pooled with it, which operations shall be deemed operations during the primary term of this Lease and serve to maintain it in full force and effect. When used in this Lease, the term "operations" means: placing equipment on location, surface location preparation or maintenance; drilling; testing; completing; reworking; recompleting; deepening; plugging back or repair of a well in search of or in an endeavor to obtain production of oil, gas, or other minerals; or, production of oil, gas, or other minerals, whether or not in paying quantities.

3. Lessee reserves as royalty, and Lessee agrees to pay Lessor as royalty on oil, other liquid hydrocarbons, and non-gaseous minerals produced and saved from the leased premises (the "oil"), **1/5** part of the net amount received by Lessee for the sale of the oil at the time it is run from the storage tanks, or into the pipeline to which the well or wells on the leased premises are connected. In either case, Lessor's interest shall bear the stated part of all taxes, and costs of treating the oil to render it marketable. Lessee shall pay Lessor as royalty on gas and casinghead gas produced from the leased premises **1/5** of the net amount received by Lessee for the gas if sold at the wellhead, at a location on the leased premises, or on lands with which the leased premises are pooled, with Lessor's share of those proceeds to bear its proportionate share of all taxes, and costs incurred by Lessee in delivering, processing, compressing, or otherwise making the gas merchantable or enhancing its marketability. On all other gas and casinghead gas, Lessee shall pay Lessor as royalty **1/5** of the net amount received by Lessee for the gas so sold, less its proportionate share of all taxes, costs of transportation, compression, processing, treating, and all other costs of marketing. For all gas sold, Lessor shall bear its proportionate share of all adjustments for heating content, shrinkage, and deductions for impurities. At the expiration of the primary term or at any later time or times, if there is a well or wells on the land or on lands with which the land or any portion of it has been pooled, capable of producing oil or gas, and all wells are shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on the land for so long as the wells are shut-in, and Lessee pays the shut-in royalty provided below, and then this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from the wells, but in the exercise of 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 oil or gas on terms unacceptable to Lessee. If, at any time after the expiration of the primary term of this Lease, all the wells, oil or gas, on the leased premises, or lands pooled with it, are shut in and this Lease is not otherwise maintained in effect, Lessee may pay or tender, by its check or draft, as shut in royalty, an amount equal to One Dollar ($1.00) for each acre of land then covered by this Lease (the "shut-in royalty"), on or before the end of each 12 month period during which all wells on the leased premises, or lands pooled with it, are shut in and oil and gas is not being produced, sold, or used, and this Lease is not otherwise being maintained. Each 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, or may be deposited in the **(payable directly to Lessor)**, or its successors, which shall continue as the depository bank for the parties, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive payments, Lessee, at its election, may, in lieu of any other method of payment provided for in this Lease, pay or tender shut-in royalty, in the manner specified above, either jointly to the parties or separately to each in accordance with their respective ownership. Any payment may be made by Lessee's check or draft, deposited in the mail or delivered to the party entitled to receive payment, or to the depository bank provided for above, on or before the last date for payment. Lessee's failure to pay, or to properly pay or tender any sum due as shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing in this Lease shall impair Lessee's right to release this Lease, in whole or in part, as provided in paragraph 5. below. In the event of assignment of this Lease, in whole or in part, liability for any payments of any sums which may be due under this Lease, shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each, and the original Lessee, or an assignee will have no obligation for royalties payable on production after an assignment to a subsequent or successor lessee or assignee.

4. At its option, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this Lease or any portion of it as to oil and/or gas, with any other land covered by this Lease, and/or with any other land, lease, or leases in the immediate vicinity of the leased premises, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop, and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and/or gas in and under and that may be produced from the leased premises. Units pooled for oil shall not substantially exceed 80 acres each in area, and units pooled for gas shall not substantially exceed 640 acres each in area, plus, in both instances, a tolerance of ten percent (10%); provided, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, or for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.

Lessee may pool or combine acreage covered by this Lease or any portion of it as to oil and/or gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform to the area within gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee to pool this Lease or portions of it into other units. On execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, the unit shall be effective as to all parties, 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 the unit. Within a reasonable time following the execution of the instrument designating the pooled unit, Lessee shall file the instrument for record in the appropriate records of the county in which the leased premises are located. Any unit formed may be revised, re-formed, increased, or decreased in size, or changed in configuration, at the election of Lessee, at any time either before or after commencement of operations or production from the unit well. Lessee may, at any time, at its election, dissolve or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit.

Lessee may exercise its right to pool at any time and from time to time, while this Lease is in force and effect, whether before or after commencing operations, completing an oil or gas well, or establishing production on the leased premises, or on any land pooled or unitized with the leased premises. Any operations for drilling on or production of oil or gas from a pooled unit which includes all or a part of the leased premises, regardless of whether the operations for drilling were commenced, or the production was secured, before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered operations for drilling on or production of oil and/or gas from land covered by this Lease, whether or not the well or wells is located on the leased premises. In that event, operations for drilling

shall be deemed to have been commenced on the leased premises within the meaning of this Lease; and, the entire acreage constituting the unit or units, as to oil and/or gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and/or gas from a pooled unit, there shall be allocated to the land covered by this Lease and included in a 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/or gas, produced from the pooled unit after deducting that used for operations on the lease or pooled unit. The allocation shall be on an acreage basis; i.e., 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/or gas, produced from the pooled unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of the production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the 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 shall not have the effect of changing the ownership of any shut-in royalty which may become payable under this Lease. If this Lease now or later covers separate tracts, no pooling or unitization of royalty interest as between any separate tracts is intended or shall be implied or result merely from the inclusion of the separate tracts within this Lease, but Lessee shall nevertheless have the right to pool, as provided above, with the consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or later, 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 minerals are not being produced on or from the land, or on or from the land with which it is pooled, but Lessee is then engaged in any operations, or shall have completed a dry hole prior to the end of the primary term, this Lease shall remain in force, as provided in paragraph 2., so long as operations on the well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long as oil, gas, or other minerals are produced from the land, or from land pooled with it. If, after the expiration of the primary term of this Lease and after oil, gas, or other minerals are produced from the land, or from land pooled with it, the production should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of production, but shall remain in force and effect so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long thereafter as oil, gas, or other minerals are produced from the land, or from land pooled with it. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises as to any depths, and surrender this Lease as to that portion, portions, or depths, and be relieved of all obligations as to the acreage or depths surrendered.

6. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed on the land, including the right to draw and remove all casing. When reasonably necessary to accommodate an immediate impending use of the surface estate by Lessor, or anyone claiming by, through, or under Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within five hundred (500) feet of any building or structure now on the land without Lessor's consent.

7. The rights of either party may be assigned in whole or in part, and the provisions of this Lease 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 ownership shall be binding on Lessee until sixty (60) days after Lessee is furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of the recorded instrument or instruments evidencing the changes or division of ownership. In the event of an assignment of this Lease, in whole or in part, liability for a breach of any obligation shall rest exclusively on the owner of this Lease or of a portion of it who commits the breach.

8. The breach by Lessee of any obligation arising under this Lease shall not work a forfeiture or termination of this Lease or cause a termination or reversion of the estate created by it, or be grounds for cancellation in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas, or other minerals be discovered on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained as a reasonably prudent operator. 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 on as constituting a claimed breach of this Lease, and Lessee, if in default, shall have sixty (60) days after receipt of the notice in which to commence compliance with the obligations imposed by virtue of this Lease.

9. Lessor hereby warrants and agrees to defend the title to the land and agrees that Lessee, at it's option, may discharge any tax, mortgage, or other lien on the land, either in whole or in part. In the event Lessee does so, it shall be subrogated to the lien discharged, with the right to enforce it and apply royalties and any other payments accruing under this Lease toward satisfying the lien. Without impairing Lessee's rights under the warranty in event of failure of title, it is agreed that if this Lease covers a less interest in the oil, gas, or other minerals in all or any part of the land than the entire and undivided fee simple estate (whether Lessor's interest is specified or not), or no interest, then the royalties, and other monies accruing from any part where this Lease covers less than the full interest, shall be paid only in the proportion which the Lessor's interest, if any, covered by this Lease, bears to the whole and undivided fee simple estate. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty provided for above. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties executing this Lease.

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

This Lease is executed as of the date of the acknowledgment of the undersigned's signature, but shall be deemed effective for all purposes as of the Effective Date stated above.

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Robert A. Chalk — Lessor

Barbara Sue Chalk — Lessor

STATE OF MICHIGAN §
§
COUNTY OF § GRAND TRAVERSE

This instrument was acknowledged before me on this date, 6-24-2009 ,
By Robert A. Chalk and wife, Barbara Sue Chalk.

Susan Marie Chemosky
Notary Public, State of Michigan
County of Grand Traverse
My Commission Expires 05-18-2011
Acting In the County of Grand Traverse

Susan Marie Chemosky
Notary Public, State of MICHIGAN
Printed Name: SUSAN MARIE CHEMOSKY
Commission Expires: 05-18-2011

Doc	Bk	Vol	Pg
62841	OR	1007	253

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June11, 2009, by Robert A. Chalk and wife, Barbara Sue Chalk, Lessors, and Basin ET Energy, LLC., as Lessee, covering 117.984 acres of land more or less, Madison County, Texas

117.984 acres of land, more or less, being out of the Samuel Hews 1/3 League, A-122, Madison County Texas, being more fully described as the following tract of land, to-wit:

117.984 acres of land, more or less, out of the Samuel Hews 1/3 League, A-122, Madison County, Texas, being the same land described in that certain Deed, dated March 3, 1979, from Harold French to Robert A. Chalk and wife, Barbara Sue Chalk, recorded in Volume 277, Page 769 of the Official Records of Madison County, Texas.

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE DATED JUNE 11, 2009, BY AND BETWEEN ROBERT A. CHALK AND WIFE, BARBARA SUE CHALK, AS LESSORS AND BASIN ET ENERGY, LLC., LESSEE.

11. Should any discrepancies exist between the provisions of this Exhibit "B" and the provisions of the printed text, the provisions of this Exhibit "B" shall govern and control. All prior discussions, contracts, letters and agreements related to this transaction are merged into and superseded by this Lease.

12. Notwithstanding anything to the contrary contained herein, this lease covers oil, gas, and other hydrocarbons normally produced therewith, and specifically does not cover or include any coal, lignite, iron ore or gravel.

13. At the termination of this lease or any part thereof (including the operation of the retained acreage clause at the end of the primary term or the end of continuous drilling operation), Lessee shall, within thirty (30) days after receipt of Lessor's written request via US certified mail, therefore execute and record a written release either releasing the entire leased premises or designating those portions and depth which are being released.

14. 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 following the expiration of the primary term, at various intervals not to exceed in the aggregate two (2) years in all.

15. Lessor's royalty shall be calculated free and clear of costs and expenses and deductions for exploration, drilling, development and production, including but not limited to costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of actual, reasonable costs charged and deducted in order to transport, compress, stabilize, treat or process the production off the lease premises in order to make the production saleable, or in order to get the production to market. Lessor's royalty shall bear its proportionate share of severance and other taxes based upon production.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases, so as to form a pooled unit or units, production of oil or gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units. As to any portion or portions of the land not included in a pooled unit or units, this lease shall terminate at the end of the primary term unless otherwise maintained in force and effect as provided for by the provisions of this lease. However, operations for drilling, or reworking operations under the continuous operations or development clauses of this lease, conducted on lands within a pooled unit, shall maintain this lease in force and effect as to all lands described in this lease until such time as such continuous operations or development cease.

17. Should Lessor suffer damage to livestock, water wells, fences, roads, personal property, building or other improvements as a result of operations of Lessee under the lease, Lessee agrees to pay Lessor the actual amount of the said loss. Lessee further agrees to fill and level all slush pits, so as to return the surface to its original condition as nearly as practical within a reasonable length of time after the abandonment of the use of such pits,

and, upon written request via certified US mail from Lessor, Lessee will ... maintain fences surrounding such pits or other excavations sufficient to turn cattle until such pits or other excavations are so leveled.

18. Lessee agrees that after drilling operations are concluded on a producing well, drilling equipment will be removed within sixty (60) days after such equipment is no longer necessary for production or operation at the well, and it is also agreed that if at any time in the future, a producing well or wells become non-productive, then the production equipment will be removed within twelve (12) months after said well or wells become non-productive and lessee shall fill all pits and excavations of all kinds, so as to return the surface to its original condition as nearly as practical within a reasonable length of time after the abandonment of the use of such pits and excavations.

19. In the event Lessee shall, at any time during the term of this lease, drill a water well on the subject land and thereafter decide to abandon same, Lessee shall give Lessor advance written notice via US certified mail of such intention and Lessor shall then have a period of 30 days within which to elect by notice in writing via US certified mail to Lessee to acquire such water well. In the event Lessor elects to acquire such water well, then Lessee shall have the right to remove any surface equipment installed by Lessee in connection therewith, and Lessee shall transfer title of said well to Lessor. Lessor shall thereafter be responsible for such well and shall assume all obligations, risks, responsibility, and expenses for plugging and abandoning the same as required with all rules and regulations of the Railroad Commission of the State of Texas and of the Texas Water Control Board, and shall agree in writing to thereafter indemnify and hold Lessee harmless from any loss, costs, risk, or expenses in connection with such well.

20. The operations of Lessee on the leased premises shall be conducted in such manner as to reasonably prevent the contamination of any and all waters in, under or on said land, whether in surface tanks or any other type of storage, in creek beds or river beds, and any and all surface and subsurface water bearing strata or formations by virtue of Lessee's drilling, development and production operations.

21. If during the term of this lease or any extension thereof Lessor is presented with any third party offer to top-lease the leased premises, Lessor must first present this third party offer to Lessee in writing via US certified mail, and Lessee has a right of first refusal to match the third party offer within 60 days after Lessee receives written notice via US certified mail of said third party offer. If Lessee does not match this third party offer, then Lessor may execute a top-lease from that third party on the same terms contained in the third party offer.

22. On or before the expiration of the primary term of this Lease, Lessee has the option but not the obligation, to pay Lessor the sum of $375.00 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.

SIGNED FOR IDENTIFICATION

_____ **Lessor**
Robert A. Chalk

_____ **Lessor**
Barbara Sue Chalk

Doc	Bk	Vol	Pg
62841	OR	1007	256

Doc	Bk	Vol	Pg
62841	OR	1007	257

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 62841

Amount: 32.00

Receipt Number: 5399

Vol: 1007 Page: 252

Recorded: Feb 19,2010 at 08:52A

By,
Anna Eubank, Deputy

Trilogy Gas Partners, LLC.
5 Grogans Park Dr. Ste. 200
Spring, Texas 77380

POUND PRINTING COMPANY, L.L.C.
P.O. Box 53010, Midland, TX 79710 (800) 526-3790

OIL AND GAS LEASE

THIS LEASE is made and entered into to be effective **June11, 2009**, deemed the Effective Date, between **Robert A. Chalk General Partner of Chalk Family, Ltd., a Texas Limited Partnership,** referred to as Lessors, whose address is **3824 Burns Lane, Normangee, Texas 77871** , and **Basin ET Energy, LLC.,** referred to as Lessee, whose address is **P.O. Box 469, Lyons, Texas 77863.**

1. Lessor, in consideration of Ten Dollars and other valuable consideration ($10.00 & OVC), the receipt and sufficiency of which is acknowledged, and for the royalties reserved in this Lease, GRANTS, LEASES, and LETS the lands described below, exclusively to Lessee, for the purpose of exploring, drilling, producing and owning, oil, gas, and all other minerals produced with them, and conducting all activities necessary or reasonably incident to the exploration for, operations in search of, and production of oil, gas, and other minerals. The lands subject to this Lease (referred to as the "land" or the "leased premises") are located in **Madison** County, Texas, and are described as follows:

See Exhibit "A" and "B" attached hereto and made a part thereof

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.

This Lease also covers and includes land owned or claimed by Lessor adjacent or contiguous to the land described above, whether in the same or adjacent surveys, although not included within the boundaries of the land described above, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, or unrecorded instrument, or (b) as to which Lessor has a preferential right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the land. For the purpose of determining the amount of any payments provided for in this Lease, the land shall be deemed to contain **180.647** acres, whether actually containing more or less, and the recital or acreage in any tract shall be deemed to be the true acreage in each tract. Lessor accepts the bonus as consideration for this Lease and all rights under it.

2. This is a Paid Up Lease. No payments are due Lessor during the primary term except the payment of royalty as provided for in paragraph 3. Subject to its other provisions, this Lease shall be for a term of **3** YEARS from the Effective Date (the "primary term") and as long thereafter as operations are being conducted on the leased premises or lands pooled with it, or oil, gas or other minerals are produced from the land or land with which the land is pooled under the terms of this Lease, or this Lease is maintained by any of its other provisions. If, at the end of the primary term Lessee has drilled and abandoned a well on the leased premises, or lands pooled with it, this Lease shall not terminate at the end of the primary term, if Lessee, within 180 days of the end of the primary term, commences additional operations on the Leased premises, or lands pooled with it, which operations shall be deemed operations during the primary term of this Lease and serve to maintain it in full force and effect. When used in this Lease, the term "operations" means: placing equipment on location, surface location preparation or maintenance; drilling; testing; completing; reworking; recompleting; deepening; plugging back or repair of a well in search of or in an endeavor to obtain production of oil, gas, or other minerals; or, production of oil, gas, or other minerals, whether or not in paying quantities.

3. Lessee reserves as royalty, and Lessee agrees to pay Lessor as royalty on oil, other liquid hydrocarbons, and non-gaseous minerals produced and saved from the leased premises (the "oil"), **1/5** part of the net amount received by Lessee for the sale of the oil at the time it is run from the storage tanks, or into the pipeline to which the well or wells on the leased premises are connected. In either case, Lessor's interest shall bear the stated part of all taxes, and costs of treating the oil to render it marketable. Lessee shall pay Lessor as royalty on gas and casinghead gas produced from the leased premises **1/5** of the net amount received by Lessee for the gas if sold at the wellhead, at a location on the leased premises, or on lands with which the leased premises are pooled, with Lessor's share of those proceeds to bear its proportionate share of all taxes, and costs incurred by Lessee in delivering, processing, compressing, or otherwise making the gas merchantable or enhancing its marketability. On all other gas and casinghead gas, Lessee shall pay Lessor as royalty **1/5** of the net amount received by Lessee for the gas so sold, less its proportionate share of all taxes, costs of transportation, compression, processing, treating, and all other costs of marketing. For all gas sold, Lessor shall bear its proportionate share of all adjustments for heating content, shrinkage, and deductions for impurities. At the expiration of the primary term or at any later time or times, if there is a well or wells on the land or on lands with which the land or any portion of it has been pooled, capable of producing oil or gas, and all wells are shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on the land for so long as the wells are shut-in, and Lessee pays the shut-in royalty provided below, and then this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from the wells, but in the exercise of 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 oil or gas on terms unacceptable to Lessee. If, at any time after the expiration of the primary term of this Lease, all the wells, oil or gas, on the leased premises, or lands pooled with it, are shut in and this Lease is not otherwise maintained in effect, Lessee may pay or tender, by its check or draft, as shut in royalty, an amount equal to One Dollar ($1.00) for each acre of land then covered by this Lease (the "shut-in royalty"), on or before the end of each 12 month period during which all wells on the leased premises, or lands pooled with it, are shut in and oil and gas is not being produced, sold, or used, and this Lease is not otherwise being maintained. Each 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, or may be deposited in the **(payable directly to Lessor)**, or its successors, which shall continue as the depository bank for the parties, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive payments, Lessee, at its election, may, in lieu of any other method of payment provided for in this Lease, pay or tender shut-in royalty, in the manner specified above, either jointly to the parties or separately to each in accordance with their respective ownership. Any payment may be made by Lessee's check or draft, deposited in the mail or delivered to the party entitled to receive payment, or to the depository bank provided for above, on or before the last date for payment. Lessee's failure to pay, or to properly pay or tender any sum due as shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing in this Lease shall impair Lessee's right to release this Lease, in whole or in part, as provided in paragraph 5. below. In the event of assignment of this Lease, in whole or in part, liability for any payments of any sums which may be due under this Lease, shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each, and the original Lessee, or an assignee will have no obligation for royalties payable on production after an assignment to a subsequent or successor lessee or assignee.

4. At its option, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this Lease or any portion of it as to oil and/or gas, with any other land covered by this Lease, and/or with any other land, lease, or leases in the immediate vicinity of the leased premises, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop, and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and/or gas in and under and that may be produced from the leased premises. Units pooled for oil shall not substantially exceed 80 acres each in area, and units pooled for gas shall not substantially exceed 640 acres each in area, plus, in both instances, a tolerance of ten percent (10%); provided, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, or for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.

Lessee may pool or combine acreage covered by this Lease or any portion of it as to oil and/or gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform to the area within gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee to pool this Lease or portions of it into other units. On execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, the unit shall be effective as to all parties, 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 the unit. Within a reasonable time following the execution of the instrument designating the pooled unit, Lessee shall file the instrument for record in the appropriate records of the county in which the leased premises are located. Any unit formed may be revised, re-formed, increased, or decreased in size, or changed in configuration, at the election of Lessee, at any time either before or after commencement of operations or production from the unit well. Lessee may, at any time, at its election, dissolve or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit.

Lessee may exercise its right to pool at any time and from time to time, while this Lease is in force and effect, whether before or after commencing operations, completing an oil or gas well, or establishing production on the leased premises, or on any land pooled or unitized with the leased premises. Any operations for drilling on or production of oil or gas from a pooled unit which includes all or a part of the leased premises, regardless of whether the operations for drilling were commenced,

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or the production was secured, before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered operations for drilling on or production of oil and/or gas from land covered by this Lease, whether or not the well or wells is located on the leased premises. In that event, operations for drilling shall be deemed to have been commenced on the leased premises within the meaning of this Lease; and, the entire acreage constituting the unit or units, as to oil and/or gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and/or gas from a pooled unit, there shall be allocated to the land covered by this Lease and included in a 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/or gas, produced from the pooled unit after deducting that used for operations on the lease or pooled unit. The allocation shall be on an acreage basis; i.e., 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/or gas, produced from the pooled unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of the production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the 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 shall not have the effect of changing the ownership of any shut-in royalty which may become payable under this Lease. If this Lease now or later covers separate tracts, no pooling or unitization of royalty interest as between any separate tracts is intended or shall be implied or result merely from the inclusion of the separate tracts within this Lease, but Lessee shall nevertheless have the right to pool, as provided above, with the consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or later, 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 minerals are not being produced on or from the land, or on or from the land with which it is pooled, but Lessee is then engaged in any operations, or shall have completed a dry hole prior to the end of the primary term, this Lease shall remain in force, as provided in paragraph 2., so long as operations on the well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long as oil, gas, or other minerals are produced from the land, or from land pooled with it. If, after the expiration of the primary term of this Lease and after oil, gas, or other minerals are produced from the land, or from land pooled with it, the production should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of production, but shall remain in force and effect so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long thereafter as oil, gas, or other minerals are produced from the land, or from land pooled with it. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises as to any depths, and surrender this Lease as to that portion, portions, or depths, and be relieved of all obligations as to the acreage or depths surrendered.

6. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed on the land, including the right to draw and remove all casing. When reasonably necessary to accommodate an immediate impending use of the surface estate by Lessor, or anyone claiming by, through, or under Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within five hundred (500) feet of any building or structure now on the land without Lessor's consent.

7. The rights of either party may be assigned in whole or in part, and the provisions of this Lease 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 ownership shall be binding on Lessee until sixty (60) days after Lessee is furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of the recorded instrument or instruments evidencing the changes or division of ownership. In the event of an assignment of this Lease, in whole or in part, liability for a breach of any obligation shall rest exclusively on the owner of this Lease or of a portion of it who commits the breach.

8. The breach by Lessee of any obligation arising under this Lease shall not work a forfeiture or termination of this Lease or cause a termination or reversion of the estate created by it, or be grounds for cancellation in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas, or other minerals be discovered on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained as a reasonably prudent operator. 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 on as constituting a claimed breach of this Lease, and Lessee, if in default, shall have sixty (60) days after receipt of the notice in which to commence compliance with the obligations imposed by virtue of this Lease.

9. Lessor hereby warrants and agrees to defend the title to the land and agrees that Lessee, at it's option, may discharge any tax, mortgage, or other lien on the land, either in whole or in part. In the event Lessee does so, it shall be subrogated to the lien discharged, with the right to enforce it and apply royalties and any other payments accruing under this Lease toward satisfying the lien. Without impairing Lessee's rights under the warranty in event of failure of title, it is agreed that if this Lease covers a less interest in the oil, gas, or other minerals in all or any part of the land than the entire and undivided fee simple estate (whether Lessor's interest is specified or not), or no interest, then the royalties, and other monies accruing from any part where this Lease covers less than the full interest, shall be paid only in the proportion which the Lessor's interest, if any, covered by this Lease, bears to the whole and undivided fee simple estate. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty provided for above. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties executing this Lease.

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

This Lease is executed as of the date of the acknowledgment of the undersigned's signature, but shall be deemed effective for all purposes as of the Effective Date stated above.

Chalk Family Ltd., a Texas Limited Partnership

Robert A. Chalk, General Partner — **Lessor**

_____ — **Lessor**

STATE OF MICHIGAN §
§
COUNTY OF GRAND TRAVERSE §

This instrument was acknowledged before me on this date, 6-24-2009 **,**
By Robert A. Chalk, General Partner of Chalk Family Ltd., a Texas limited partnership.

Susan Marie Chemosky

Notary Public, State of MICHIGAN

Printed Name: SUSAN MARIE CHEMOSK

Commission Expires: 05-18-2011

Susan Marie Chemosky
Notary Public, State of Michigan
County of Grand Traverse
My Commission Expires 05-18-2011
Acting In the County of Grand Traverse

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EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June11, 2009, by Robert A. Chalk, General Partner of Chalk Family, Ltd., a Texas Limited Partnership, Lessor, and Basin ET Energy, LLC., as Lessee, covering 180.647 acres of land more or less, Madison County, Texas

180.647 acres of land, more or less, being out of the Samuel Hews 1/3 League, A-122, Madison County Texas, being more fully described as the following (3) tracts of land, to-wit:

Tract 1: 30.00 acres of land, more or less, out of the Samuel Hews 1/3 League, A-122, Madison County, Texas, being the same land described as "Tract 1" in that certain deed dated November 26, 1986, from Marion V. Stawnicz and wife, Marie Stawnicz to Robert A. Chalk and wife, Barbara Sue Chalk, recorded in Volume 325, Page 735, Official Records of Madison County, Texas.

Tract 2: 90.00 acres of land, more or less, out of the Samuel Hews 1/3 League, A-122, Madison County, Texas, being the same land described as "Tract II" in that certain deed dated November 26, 1986, from Marion V. Stawnicz and wife, Marie Stawnicz to Robert A. Chalk and wife, Barbara Sue Chalk, recorded in Volume 325, Page 735, Official Records of Madison County, Texas.

Tract 3: 60.647 acres of land, more or less, out of the Samuel Hews 1/3 League, A-122, Madison County, Texas, being the same land described as "Tract III" in that certain deed dated November 26, 1986, from Marion V. Stawnicz and wife, Marie Stawnicz to Robert A. Chalk and wife, Barbara Sue Chalk, recorded in Volume 325, Page 735, Official Records of Madison County, Texas

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE DATED JUNE 11, 2009, BY AND BETWEEN ROBERT A. CHALK, GENERAL PARTNER OF CHALK FAMILY, LTD., A TEXAS LIMITED PARTNERSHIP, AS LESSOR AND BASIN ET ENERGY, LLC., LESSEE.

11. Should any discrepancies exist between the provisions of this Exhibit "B" and the provisions of the printed text, the provisions of this Exhibit "B" shall govern and control. All prior discussions, contracts, letters and agreements related to this transaction are merged into and superseded by this Lease.

12. Notwithstanding anything to the contrary contained herein, this lease covers oil, gas, and other hydrocarbons normally produced therewith, and specifically does not cover or include any coal, lignite, iron ore or gravel.

13. At the termination of this lease or any part thereof (including the operation of the retained acreage clause at the end of the primary term or the end of continuous drilling operation), Lessee shall, within thirty (30) days after receipt of Lessor's written request via US certified mail, therefore execute and record a written release either releasing the entire leased premises or designating those portions and depth which are being released.

14. 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 following the expiration of the primary term, at various intervals not to exceed in the aggregate two (2) years in all.

15. Lessor's royalty shall be calculated free and clear of costs and expenses and deductions for exploration, drilling, development and production, including but not limited to costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of actual, reasonable costs charged and deducted in order to transport, compress, stabilize, treat or process the production off the lease premises in order to make the production saleable, or in order to get the production to market. Lessor's royalty shall bear its proportionate share of severance and other taxes based upon production.

16. In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases, so as to form a pooled unit or units, production of oil or gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units. As to any portion or portions of the land not included in a pooled unit or units, this lease shall terminate at the end of the primary term unless otherwise maintained in force and effect as provided for by the provisions of this lease. However, operations for drilling, or reworking operations under the continuous operations or development clauses of this lease, conducted on lands within a pooled unit, shall maintain this lease in force and effect as to all lands described in this lease until such time as such continuous operations or development cease.

17. Should Lessor suffer damage to livestock, water wells, fences, roads, personal property, building or other improvements as a result of operations of Lessee under the lease, Lessee agrees to pay Lessor the actual amount of the said loss. Lessee further agrees to fill and level all slush pits, so as to return the surface to its original condition as nearly as

practical within a reasonable length of time after the abandonment of the use of such pits, and, upon written request via certified US mail from Lessor, Lessee will construct and maintain fences surrounding such pits or other excavations sufficient to turn cattle until such pits or other excavations are so leveled.

18. Lessee agrees that after drilling operations are concluded on a producing well, drilling equipment will be removed within sixty (60) days after such equipment is no longer necessary for production or operation at the well, and it is also agreed that if at any time in the future, a producing well or wells become non-productive, then the production equipment will be removed within twelve (12) months after said well or wells become non-productive and lessee shall fill all pits and excavations of all kinds, so as to return the surface to its original condition as nearly as practical within a reasonable length of time after the abandonment of the use of such pits and excavations.

19. In the event Lessee shall, at any time during the term of this lease, drill a water well on the subject land and thereafter decide to abandon same, Lessee shall give Lessor advance written notice via US certified mail of such intention and Lessor shall then have a period of 30 days within which to elect by notice in writing via US certified mail to Lessee to acquire such water well. In the event Lessor elects to acquire such water well, then Lessee shall have the right to remove any surface equipment installed by Lessee in connection therewith, and Lessee shall transfer title of said well to Lessor. Lessor shall thereafter be responsible for such well and shall assume all obligations, risks, responsibility, and expenses for plugging and abandoning the same as required with all rules and regulations of the Railroad Commission of the State of Texas and of the Texas Water Control Board, and shall agree in writing to thereafter indemnify and hold Lessee harmless from any loss, costs, risk, or expenses in connection with such well.

20. The operations of Lessee on the leased premises shall be conducted in such manner as to reasonably prevent the contamination of any and all waters in, under or on said land, whether in surface tanks or any other type of storage, in creek beds or river beds, and any and all surface and subsurface water bearing strata or formations by virtue of Lessee's drilling, development and production operations.

21. If during the term of this lease or any extension thereof Lessor is presented with any third party offer to top-lease the leased premises, Lessor must first present this third party offer to Lessee in writing via US certified mail, and Lessee has a right of first refusal to match the third party offer within 60 days after Lessee receives written notice via US certified mail of said third party offer. If Lessee does not match this third party offer, then Lessor may execute a top-lease from that third party on the same terms contained in the third party offer.

22. On or before the expiration of the primary term of this Lease, Lessee has the option but not the obligation, to pay Lessor the sum of $375.00 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.

SIGNED FOR IDENTIFICATION

Lessor

Robert A. Chalk, General Partner of Chalk Family, Ltd., a Texas Limited Partnership

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62840	OR	1007	250

Doc	Bk	Vol	Pg
62840	OR	1007	251

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 62840

Amount: 32.00

Receipt Number: 5399

Vol: 1007 Page: 246

Recorded: Feb 19,2010 at 08:52A

By,
Anna Eubank, Deputy

Trilogy Gas Partners, LLC.
5 Grogans Park Dr. Ste. 200
Spring, Texas 77380

POUND PRINTING COMPANY, L.L.C.
P.O. Box 53010, Midland, TX 79710 (800) 526-3790

OIL AND GAS LEASE

THIS LEASE is made and entered into to be effective **July 15, 2009**, deemed the Effective Date, between **Steve Torno,** referred to as Lessors, whose address is **P. O. Box 809, Centerville, Texas 75833** , and **Basin ET Energy, LLC.,** referred to as Lessee, whose address is **P.O. Box 469, Lyons, Texas 77863.**

1. Lessor, in consideration of Ten Dollars and other valuable consideration ($10.00 & OVC), the receipt and sufficiency of which is acknowledged, and for the royalties reserved in this Lease, GRANTS, LEASES, and LETS the lands described below, exclusively to Lessee, for the purpose of exploring, drilling, producing and owning, oil, gas, and all other minerals produced with them, and conducting all activities necessary or reasonably incident to the exploration for, operations in search of, and production of oil, gas, and other minerals. The lands subject to this Lease (referred to as the "land" or the "leased premises") are located in **Madison** County, Texas, and are described as follows:

See Exhibit "A" and "B" attached hereto and made a part thereof

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.

This Lease also covers and includes land owned or claimed by Lessor adjacent or contiguous to the land described above, whether in the same or adjacent surveys, although not included within the boundaries of the land described above, and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, or unrecorded instrument, or (b) as to which Lessor has a preferential right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the land. For the purpose of determining the amount of any payments provided for in this Lease, the land shall be deemed to contain **317.88** acres, whether actually containing more or less, and the recital or acreage in any tract shall be deemed to be the true acreage in each tract. Lessor accepts the bonus as consideration for this Lease and all rights under it.

2. This is a Paid Up Lease. No payments are due Lessor during the primary term except the payment of royalty as provided for in paragraph 3. Subject to its other provisions, this Lease shall be for a term of **3** YEARS from the Effective Date (the "primary term") and as long thereafter as operations are being conducted on the leased premises or lands pooled with it, or oil, gas or other minerals are produced from the land or land with which the land is pooled under the terms of this Lease, or this Lease is maintained by any of its other provisions. If, at the end of the primary term Lessee has drilled and abandoned a well on the leased premises, or lands pooled with it, this Lease shall not terminate at the end of the primary term, if Lessee, within 180 days of the end of the primary term, commences additional operations on the Leased premises, or lands pooled with it, which operations shall be deemed operations during the primary term of this Lease and serve to maintain it in full force and effect. When used in this Lease, the term "operations" means: placing equipment on location, surface location preparation or maintenance; drilling; testing; completing; reworking; recompleting; deepening; plugging back or repair of a well in search of or in an endeavor to obtain production of oil, gas, or other minerals; or, production of oil, gas, or other minerals, whether or not in paying quantities.

3. Lessee reserves as royalty, and Lessee agrees to pay Lessor as royalty on oil, other liquid hydrocarbons, and non-gaseous minerals produced and saved from the leased premises (the "oil"), **1/5** part of the net amount received by Lessee for the sale of the oil at the time it is run from the storage tanks, or into the pipeline to which the well or wells on the leased premises are connected. In either case, Lessor's interest shall bear the stated part of all taxes, and costs of treating the oil to render it marketable. Lessee shall pay Lessor as royalty on gas and casinghead gas produced from the leased premises **1/5** of the net amount received by Lessee for the gas if sold at the wellhead, at a location on the leased premises, or on lands with which the leased premises are pooled, with Lessor's share of those proceeds to bear its proportionate share of all taxes, and costs incurred by Lessee in delivering, processing, compressing, or otherwise making the gas merchantable or enhancing its marketability. On all other gas and casinghead gas, Lessee shall pay Lessor as royalty **1/5** of the net amount received by Lessee for the gas so sold, less its proportionate share of all taxes, costs of transportation, compression, processing, treating, and all other costs of marketing. For all gas sold, Lessor shall bear its proportionate share of all adjustments for heating content, shrinkage, and deductions for impurities. At the expiration of the primary term or at any later time or times, if there is a well or wells on the land or on lands with which the land or any portion of it has been pooled, capable of producing oil or gas, and all wells are shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on the land for so long as the wells are shut-in, and Lessee pays the shut-in royalty provided below, and then this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from the wells, but in the exercise of 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 oil or gas on terms unacceptable to Lessee. If, at any time after the expiration of the primary term of this Lease, all the wells, oil or gas, on the leased premises, or lands pooled with it, are shut in and this Lease is not otherwise maintained in effect, Lessee may pay or tender, by its check or draft, as shut in royalty, an amount equal to One Dollar ($1.00) for each acre of land then covered by this Lease (the "shut-in royalty"), on or before the end of each 12 month period during which all wells on the leased premises, or lands pooled with it, are shut in and oil and gas is not being produced, sold, or used, and this Lease is not otherwise being maintained. Each 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, or may be deposited in the **(payable directly to Lessor)**, or its successors, which shall continue as the depository bank for the parties, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive payments, Lessee, at its election, may, in lieu of any other method of payment provided for in this Lease, pay or tender shut-in royalty, in the manner specified above, either jointly to the parties or separately to each in accordance with their respective ownership. Any payment may be made by Lessee's check or draft, deposited in the mail or delivered to the party entitled to receive payment, or to the depository bank provided for above, on or before the last date for payment. Lessee's failure to pay, or to properly pay or tender any sum due as shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing in this Lease shall impair Lessee's right to release this Lease, in whole or in part, as provided in paragraph 5. below. In the event of assignment of this Lease, in whole or in part, liability for any payments of any sums which may be due under this Lease, shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each, and the original Lessee, or an assignee will have no obligation for royalties payable on production after an assignment to a subsequent or successor lessee or assignee.

4. At its option, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this Lease or any portion of it as to oil and/or gas, with any other land covered by this Lease, and/or with any other land, lease, or leases in the immediate vicinity of the leased premises, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop, and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and/or gas in and under and that may be produced from the leased premises. Units pooled for oil shall not substantially exceed 80 acres each in area, and units pooled for gas shall not substantially exceed 640 acres each in area, plus, in both instances, a tolerance of ten percent (10%); provided, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, or for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.

Lessee may pool or combine acreage covered by this Lease or any portion of it as to oil and/or gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform to the area within gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee to pool this Lease or portions of it into other units. On execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, the unit shall be effective as to all parties, 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 the unit. Within a reasonable time following the execution of the instrument designating the pooled unit, Lessee shall file the instrument for record in the appropriate records of the county in which the leased premises are located. Any unit formed may be revised, re-formed, increased, or decreased in size, or changed in configuration, at the election of Lessee, at any time either before or after commencement of operations or production from the unit well. Lessee may, at any time, at its election, dissolve or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit.

Lessee may exercise its right to pool at any time and from time to time, while this Lease is in force and effect, whether before or after commencing operations, completing an oil or gas well, or establishing production on the leased premises, or on any land pooled or unitized with the leased premises. Any operations for drilling on or production of oil or gas from a pooled unit which includes all or a part of the leased premises, regardless of whether the operations for drilling were commenced, or the production was secured, before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered operations for drilling on or production of oil and/or gas from land covered by this Lease, whether or not the well or wells is located on the leased premises. In that event, operations for drilling

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shall be deemed to have been commenced on the leased premises within the meaning of this Lease; and, the entire acreage constituting the unit or units, as to oil and/or gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and/or gas from a pooled unit, there shall be allocated to the land covered by this Lease and included in a 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/or gas, produced from the pooled unit after deducting that used for operations on the lease or pooled unit. The allocation shall be on an acreage basis; i.e., 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/or gas, produced from the pooled unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of the production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the 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 shall not have the effect of changing the ownership of any shut-in royalty which may become payable under this Lease. If this Lease now or later covers separate tracts, no pooling or unitization of royalty interest as between any separate tracts is intended or shall be implied or result merely from the inclusion of the separate tracts within this Lease, but Lessee shall nevertheless have the right to pool, as provided above, with the consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or later, 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 minerals are not being produced on or from the land, or on or from the land with which it is pooled, but Lessee is then engaged in any operations, or shall have completed a dry hole prior to the end of the primary term, this Lease shall remain in force, as provided in paragraph 2., so long as operations on the well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long as oil, gas, or other minerals are produced from the land, or from land pooled with it. If, after the expiration of the primary term of this Lease and after oil, gas, or other minerals are produced from the land, or from land pooled with it, the production should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of production, but shall remain in force and effect so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long thereafter as oil, gas, or other minerals are produced from the land, or from land pooled with it. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises as to any depths, and surrender this Lease as to that portion, portions, or depths, and be relieved of all obligations as to the acreage or depths surrendered.

6. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed on the land, including the right to draw and remove all casing. When reasonably necessary to accommodate an immediate impending use of the surface estate by Lessor, or anyone claiming by, through, or under Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within five hundred (500) feet of any building or structure now on the land without Lessor's consent.

7. The rights of either party may be assigned in whole or in part, and the provisions of this Lease 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 ownership shall be binding on Lessee until sixty (60) days after Lessee is furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of the recorded instrument or instruments evidencing the changes or division of ownership. In the event of an assignment of this Lease, in whole or in part, liability for a breach of any obligation shall rest exclusively on the owner of this Lease or of a portion of it who commits the breach.

8. The breach by Lessee of any obligation arising under this Lease shall not work a forfeiture or termination of this Lease or cause a termination or reversion of the estate created by it, or be grounds for cancellation in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas, or other minerals be discovered on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained as a reasonably prudent operator. 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 on as constituting a claimed breach of this Lease, and Lessee, if in default, shall have sixty (60) days after receipt of the notice in which to commence compliance with the obligations imposed by virtue of this Lease.

9. Lessor hereby warrants and agrees to defend the title to the land and agrees that Lessee, at it's option, may discharge any tax, mortgage, or other lien on the land, either in whole or in part. In the event Lessee does so, it shall be subrogated to the lien discharged, with the right to enforce it and apply royalties and any other payments accruing under this Lease toward satisfying the lien. Without impairing Lessee's rights under the warranty in event of failure of title, it is agreed that if this Lease covers a less interest in the oil, gas, or other minerals in all or any part of the land than the entire and undivided fee simple estate (whether Lessor's interest is specified or not), or no interest, then the royalties, and other monies accruing from any part where this Lease covers less than the full interest, shall be paid only in the proportion which the Lessor's interest, if any, covered by this Lease, bears to the whole and undivided fee simple estate. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty provided for above. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties executing this Lease.

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

This Lease is executed as of the date of the acknowledgment of the undersigned's signature, but shall be deemed effective for all purposes as of the Effective Date stated above.

Steve Torno — Torno — Lessor

STATE OF TEXAS §
§
COUNTY OF LEON §

This instrument was acknowledged before me on this date, July 21, 2000
By Steve Torno.

TYSON J. HENSON
MY COMMISSION EXPIRES
March 11, 2013

Notary Public, State of TEXAS
Printed Name: TYSON J. HENSON
Commission Expires: _____

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EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 15, 2009, by Steve Torno, Lessor, and Basin ET Energ, LLC., as Lessee, covering 317.88 acres of land more or less, Madison County, Texas

317.88 acres of land, more or less, being out of the Isaac Votaw Survey, A-33, Madison County Texas, being more fully described as the following tract of land, to-wit:

317.88 acres of land, more less called (347.77 acres) in the Isaac Votaw Survey, A-33, Madison County, Texas, and being more fully described in a Gift of Deed from W.E. Barnes to Joe H. Barnes II, recorded in Volume 170, Page 662 of the Deed Records of Madison County, Texas, and being further described by metes and bounds in a Partition Deed dated October 28, 1999, between Sue Anthony Dotson and Joe H. Barnes II, recorded in Volume 519, Page 194 of the Deed Records of Madison County, Texas.

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE DATED JULY 15, 2009, BY AND BETWEEN STEVE TORNO, AS LESSOR AND BASIN ET ENERGY, LLC., LESSEE.

11. **Should any discrepancies exist between the provisions of this Exhibit "B" and the provisions of the printed text, the provisions of this Exhibit "B" shall govern and control. All prior discussions, contracts, letters and agreements related to this transaction are merged into and superseded by this Lease.**

12. **Notwithstanding anything to the contrary contained herein, this lease covers oil, gas, and other hydrocarbons normally produced therewith, and specifically does not cover or include any coal, lignite, iron ore or gravel.**

13. **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 following the expiration of the primary term, at various intervals not to exceed in the aggregate two (2) years in all. Shut-in royalty payments are to be computed on the basis of twenty-five dollars ($25.00) per net mineral acre per year on the acreage within a pooled unit or units.**

14. **Lessor's royalty shall be calculated free and clear of costs and expenses and deductions for exploration, drilling, development and production, including but not limited to costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear its proportionate share of actual, reasonable costs charged and deducted in order to transport, compress, stabilize, treat or process the production off the lease premises in order to make the production saleable, or in order to get the production to market. Lessor's royalty shall bear its proportionate share of severance and other taxes based upon production.**

15. **In the event a portion or portions of the land described in this lease are pooled or unitized with other land, lease or leases, so as to form a pooled unit or units, production of oil or gas from such unit or units, or payment of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this lease in effect only as to the portion or portions of the land described in this lease which are included in such unit or units. As to any portion or portions of the land not included in a pooled unit or units, this lease shall terminate at the end of the primary term unless otherwise maintained in force and effect as provided for by the provisions of this lease. However, operations for drilling, or reworking operations under the continuous operations or development clauses of this lease, conducted on lands within a pooled unit, shall maintain this lease in force and effect as to all lands described in this lease until such time as such continuous operations or development cease.**

16. **If during the term of this lease or any extension thereof Lessor is presented with any third party offer to top-lease the leased premises, Lessor must first present this third party offer to Lessee in writing via US certified mail, and Lessee has a right of first refusal to match the third party offer within 60 days after Lessee receives written notice via US certified mail of said third party offer. If Lessee does not match this third party offer, then Lessor may execute a top-lease from that third party on the same terms contained in the third party offer.**

17. **On or before the expiration of the primary term of this Lease, Lessee has the option but not the obligation, to pay Lessor the sum of $500.00 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.**

18. Lessee or the purchaser of oil/ or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in § 91.402 of the Natural resources Code of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in § 91.402 of the Natural Resource Code of the State of Texas and shall be subject to § 91.402 of the Natural Resource Code of the State of Texas. Furthermore, Lessee agrees not to withhold any royalty due Lessor under this Lease because of title problems which may exist under acreage in which Lessor does not own an interest.

19 On the expiration or sooner termination of this Lease, Lessee or Lessee's assigns, shall quietly and peacefully surrender possession to Lessor and file for record a release, in the County Recorders Office of said County and State. If such a release is not promptly executed and delivered, Lessor shall make written demand for same to be delivered within thirty (30) days of Lessee's receipt of such demand. If not delivered within said thirty (30) day period, Lessee or Lessee's assigns shall pay Lessor fifteen dollars ($15.00) per day for each day beyond the thirty (30) day period until such release is filed in the County Recorders Office of said County and State.

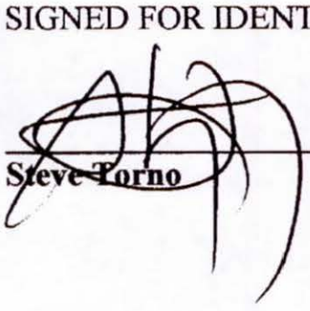
20. Lessee's right to remove property, equipment, fixtures and casing is conditioned upon the proper plugging by lessee (or its successors, assigns, agents or contractors) of any dry holes or abandoned wells. Such removal right shall terminate if such property, equipment, fixtures or casing is not removed within 180 days after the termination of the lease. After the expiration of this 180 day period any such property remaining on the leased premises shall be owned by Lessor without any requirement that the Lessee be reimbursed by Lessor for the value of such property, equipment, fixtures and casing.

21. Any salt water produced from wells drilled under this lease shall not be disposed of on the leased premises unless such salt water is injected into formations located below the deepest fresh water bearing formation. Lessee shall not use salt water slush pits of any type and shall dispose of all salt water either off the leased premises or by injection into a formation under the leased premises which will be suitable for receiving salt water without the possibility of such water escaping or migrating to the surface or escaping or migrating into a fresh water stratum. In the same connection, there shall be no disposal of salt water or other waste liquids on the leased premises which have been produced from the lands outside of the leased premises and not covered by this lease without Lessor's written consent.

22. At the end of the primary term of this lease each well then producing oil and /or gas in paying quantities and each will drilled and completed capable of producing oil and /or gas in paying quantities, whether from pooled or non-pooled acreage, shall hold this lease to the extent of a unit the size of which will be set by the field rules established by the Railroad Commission of the State of Texas. Any land not so held at the end of the primary term of this lease shall revert to the Lessor free and clear of the terms of this lease; provided, however, that if Lessee is engaged in drilling or deepening operations on the leased premises, or lands pooled therewith, at that time or within one hundred eighty (180) days prior to that time, then this lease shall remain in full force and effect so long as continuous drilling operations are being conducted on the property. Continuous drilling operations shall be construed to mean that no more than one hundred eighty (18o) days shall have lapsed between the completion or abandonment of a dry hole of any well and the commencement of operations for the drilling or deepening of a subsequent well. The completion date of any well drilled hereunder shall be defined as the date the c.

23. Not withstanding anything herein to the contrary and under any circumstances, this lease shall terminate (1) year after the primary term or any extension thereof, to all oil, gas and other mineral rights lying one hundred (100) feet below the deepest depth drilled on the leased premises or lands pooled therewith.

SIGNED FOR IDENTIFICATION



Lessor

Steve Torno

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STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 62829

Amount: 32.00

Receipt Number: 5399

Vol: 1007 Page: 178

Recorded: Feb 19,2010 at 08:52A

By,
Anna Eubank, Deputy

Trilogy Gas Partners, LLC.
5 Grogans Park Dr. Ste. 200
Spring, Texas 77380

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

TEXAS STANDARD FORM

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the **11th** day of **January, 2010**, between, **Joe H. Barnes, II, acting by and through Dorothy Rea, his Agent and Attorney-In-Fact, 4142 Shoshone Falls Grade, Twin Falls, Idaho 83301,** as Lessor (whether one or more), and East Texas Oil & Gas, LLC, 404 Independence Place, Suite 300, Tyler, Texas 75703 as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

317.88 acres of land, more or less, out of the Isaac Votaw Survey, A-33, and being the same land described as two tracts of 158.94 acres each in that certain Correction Partition Deed dated October 28, 1999 between Sue Anthony Dotson and Joe H. Barnes, II and recorded in Volume 519, Page 194 of the Official Records of Madison County, Texas.

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

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

in the county of **Madison**, State of Texas, containing **317.88** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

Dorothy Rea

Joe H. Barnes, II, acting by and through Dorothy Rea, his Agent and Attorney-In-Fact LESSOR

Tax ID: _____

STATE OF ~~TEXAS~~ Idaho } ~~OR~~

COUNTY OF Twin Falls }

This instrument was acknowledged before me on the 27th day of January, 2010 by **Joe H. Barnes, II, acting by and through Dorothy Rea, his Agent and Attorney-In-Fact.**

VICKI M. HEPWORTH NOTARY PUBLIC STATE OF IDAHO

Vicki M. Hepworth

Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated 11th day of January, 2010, by and between Joe H. Barnes, II, acting by and through Dorothy Rea, his Agent and Attorney-In-Fact, as Lessor, and East Texas Oil & Gas, LLC, as Lessee.

The following 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.

14. Notwithstanding any provision herein to the contrary, upon the expiration of the primary term of this lease (or the expiration or renewal thereof), or upon the expiration of ninety (90) days following the completion of the last well drilled on the leased premises or acreage pooled therewith (whether completed well is a well capable of production in paying quantities or as a dry hole), whichever is the later date, this lease shall terminate as to any lands not included in a pooled unit, proration unit or other unit from which any well located thereon is producing or may be capable of producing in paying quantities, or upon which drilling, reworking or other operations calculated to restore production are being pursued as herein provided. After the expiration of the primary term of this lease, if production on any pooled, proration or other unit permanently ceases from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall terminate as to such unit unless Lessee within ninety (90) days thereafter commences reworking operations or the actual drilling of a new well thereon. In such event, this Lease will continue in effect as to such unit so long as such drilling or reworking is prosecuted with no cessation for more than ninety (90) consecutive days until production is restored.

15. Lessee agrees to promptly pay Lessor for all damages to the surface of Lessor's land, roads, fences, buildings and improvements as well as damages to crops, livestock, grasses, timber, and/or other personal or real property specifically including, but not limited to, Lessor's potable water and water wells located on said land caused by Lessee's operations. Such damages shall all be payable within three (3) months after the damages are incurred. In instances where a fair determination of such damages cannot be mutually agreed upon, a competent disinterested appraiser shall be employed: Lessee also agrees to seal all slush pits prior to operations and to remove the drilling mud at the end of operations. Lessee further agrees to remove all oil and/or debris of every kind and character and restore the surface of the premises to as near the original condition and status as practical within ninety (90) days of completion or abandonment of any well or dry hole or other operations. Lessee agrees to always remove the top soil first and keep it separate when preparing the land for operations. When restoring the land, the top soil will be spread over the reclaimed site as the last measure. The term "original condition" as used herein, means the restoration, as nearly as possible, to original contour, depth of top soil, and compactness.

16. This lease covers only, oil, gas and other hydrocarbons normally produced therewith, but does not cover or include and other minerals whatsoever. Among those minerals excluded from the terms and provisions of this lease are specifically, but not limited to the following: sulphur (except that produced in association with oil and gas), coal, lignite, iron ore, sand, gravel, limestone, shale, clay, uranium, thorium, vanadium, bentonite, plutonium and all other fissionable materials. There shall be no mining of any kind on the hereinabove described lands.

17. Lessee shall indemnify and hold harmless Lessor and the Surface Owners, their heirs, executors, administrators, trustees, successors and assigns from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to, or death of, any person, or from damage to any property arising out of, or in connection with, Lessee's use and occupancy of the Leased Premises and Lessee's operations under this Lease, or the exercise of any right or privilege under this Lease.

18. On or before the expiration of the primary term of this Lease, Lessee has the option, but not the obligation, to pay Lessor the sum of $300.00 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.

19. At the expiration of the primary term of this Lease or any Extension thereof this Lease shall terminate as to all depths one hundred feet (100') below the deepest depth drilled on the leased premises or on lands pooled therewith by Lessee, its successors or assigns.

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated 11th day of January, 2010, by and between Joe H. Barnes, II, acting by and through Dorothy Rea, his Agent and Attorney-In-Fact, as Lessor, and East Texas Oil & Gas, LLC, as Lessee.

20. Lessee or the purchaser of oil and/or other products produced from the leased premises will pay to Lessor the Royalties provided for herein within the time provided in 91.402 of the Natural Resources Code of the State of Texas and upon failure to pay within the stated time, to pay interest thereon as provided in 91.403 of the Natural Resources Code of the State of Texas.

21. Unless otherwise agreed to in writing by Lessor, in the event a portion or portions of the leased premises are pooled or unitized with other lands or leases so as to form a gas pooled unit or units, then in such event, the lands covered by this lease shall comprise not less than fifty percent (50%) of such unit except to the extent remaining acreage which has not previously been pooled is insufficient to make up this quantity. In the event sufficient acreage covered by this lease is not available, Lessee shall include as much available contiguous acreage as reasonably possible in any pooled unit.

22. After the end of the primary term, this lease may not be maintained in force solely by reason of the shut-in royalty payments, as provided heretofore, for any one shut-in period of more than three (3) years, or, from time to time, for shorter periods which exceed three (3) cumulative years. In addition, it is understood and agreed that such shut-in royalty payments shall be based upon Twenty Five Dollars ($25.00) per net mineral acre for each such acre then subject to the shut-in provisions of this lease.

23. Lessee shall obtain Lessor's written approval prior to any assignment of any leasehold working interest in this lease, with such approval not being unreasonably withheld, and within thirty days after recording any such approved assignment, Lessee shall furnish Lessor with a copy thereof.

24. Upon written request Lessee shall draft, execute, and deliver for recording a release of all the applicable released premises.

25. Copies of all unit designations, forms, applications, permits and all other information filed with the Railroad Commission of Texas pertaining to the operations under this lease shall be provided by Lessee to Lessor. Lessor agrees to hold and keep such records in strict confidence and not to disclose same to any third party without Lessee's written consent.

26. It is agreed and understood that the royalty provided for under the terms of this lease shall be One-Fifth (1/5th). Wherever the fraction "One-Eighth (1/8th)" appears in this lease for royalty amount, "One-Fifth (1/5th)" shall be substituted for the royalty amount. Lessee shall pay royalty on the fair market value when produced and sold. Any requirement that computation(s) determining royalty to be paid to Lessor which are specified in this lease to be made based on market value, value, price, proceeds, or amount realized, (or similar or equivalent terms) of or for the oil and/or gas at the mouth of the well, or at the well, is hereby amended to require that such computation(s) are to be made based on market value, value, price, proceeds, or amount realized, (or similar or equivalent terms) of or for the oil and/or gas on the leased premises. It is agreed that Lessee will pay, in addition for the royalty due Lessor calculated as specified, all post production cost prior to the transfer of title including but not limited to the cost of production, gathering, storing, separating, compressing, processing, manufacturing, transporting and marketing the oil and or gas produced hereunder on the leased premises. Notwithstanding anything contained herein to the contrary the royalty due to the Lessor under the terms of this lease shall be based upon the gross proceeds received by the Lessee on the leased premises for like quality and quantity production.

27. The Lessee shall adequately protect the oil and gas under the leased premises from being drained by adjacent lands or leases, and neither the bonuses or the royalties paid under this lease shall relieve Lessee from this obligation. Lessee shall be required to drill as many wells as the facts may justify and to the depth or depths necessary for effective protection against drainage by other wells on adjacent lands or leases as would any reasonably prudent operator under the same or similar circumstances.

SIGNED FOR IDENTIFICATION ONLY:

Joe H. Barnes, II, acting by and through
Dorothy Rea, his Agent and Attorney-In-Fact

Doc	Bk	Vol	Pg
62815	OR	1007	110

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 62815

Amount: 28.00

Receipt Number: 5390

Vol: 1007 Page: 106

Recorded: Feb 18,2010 at 09:05A

By,
Anna Eubank, Deputy

East Texas Title Loc

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Cahaba Partnership, LTD., by and through Linda K. Jackson, General Partner, as Lessor, whose address is 5637 Briar Drive, Houston, Texas 77056-1003 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated June 15th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

171.613 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, and the B.F. Whitaker Survey, Abstract 31, Leon County, Texas, described in the following two tracts:

Tract 1: 97.113 acres of land, more or less, a part of the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, more particularly described as Exhibit "A" in a Special Warranty Deed dated August 4, 1995 from Linda K. Jackson, as Trustee of the 1988 Linda K. Jackson Trust, a/k/a The Roland T. Jackson Family Trusts to Cahaba Partnership, LTD., recorded in Volume 923, Page 717 of the Official Records of Leon County, Texas.

Tract 2: 74.5 acres of land, more or less, a part of the B.F. Whitaker Survey, Abstract 31, Leon County, Texas, more particularly described as the Second Tract in a Warranty Deed, dated May 30th, 1975 from Roger Knight, Jr. and wife, Venita Gail Knight; M. H. Barrett and wife, Gayle Barrett; and Tom Thorn and wife, Mellie Joyce Thorn, Grantors to Economy Land Investment Co., Inc., Grantee, recorded in Volume 405, Page 351 of the Official Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR: Cahaba Partnership, LTD

BY: Linda K. Jackson
Linda K. Jackson, Its General Partner

LESSEE:
Istrouma Resources, Inc.

By: J E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27th day of June 2011 by Linda K. Jackson, its General Partner, for Cahaba Partnership, LTD., on behalf of said partnership.

MARK W BROWN II
Notary Public, State of Texas
My Commission Expires
2-14-2012

My Commission Expires: Mark W Brown II
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 5 day of July, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc 00381409 Bk OR Vol 1478 Pg 509

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381409
Amount:$ 10.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MADISON §

WHEREAS, Harvey Schulz, acting with regard to his sole and separate property, as Lessor, whose address is 4713 Nantucket, College Station, Texas 77845 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated September 26th, 2011, covering the following described land situated in Madison County, State of Texas, to wit:

152.00 acres of land, more or less, out of the Nicholas Copeland League Survey, out of lot 3 of said League, A-162, Leon County, Texas and the Eli Fenn Survey, A-96, Madison County, Texas and described in two tracts as follows:

Tract 1: 102.00 acres of land, more or less, out of the Nicholas Copeland League Survey and out of lot 3 of said League, A-162, Leon County, Texas, being the same land described in that certain Deed from Walter L. Schulz, et al, to Roland T. Jackson, dated August 15, 1967 and recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

Tract 2: 50.00 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, more particularly described in that certain Warranty Deed with Vendors Lien dated April 20, 1968 from Roland T. Jackson and wife, Virginia Ruth Jackson to W. A. Bilsing as recorded in Volume 177, Page 137 of the Deed Records of Madison County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Harvey R Schulz

Harvey Schulz

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 7th day of October, 2011 by Harvey Schulz.

My Commission Expires:

JAMIE QUINTANA
MY COMMISSION EXPIRES
January 25, 2014

Jamie Quintana

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 28th day of October, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

DAPHNE NEWCHURCH
MY COMMISSION EXPIRES
August 25, 2015

Daphne Newchurch

Notary Public, State of Texas

Doc 00384203 Bk OR Vol 1490 Pg 631

Filed for Record in: Leon County
On: Nov 03,2011 at 02:11P
As a Recordings
Document Number: 00384203
Amount:$ 10.00
Receipt Number: 110875
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Nov 03,2011
Christie Wakefield, County Clerk
Leon County

Doc 00382411 Bk OR Vol 1482 Pg 848

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Jay Schulz and wife, Nicole Schulz, as Lessor, whose address is 6171 Blackburn Court, League City, Texas 77573 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated May 18th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Jay Schulz

Nicole Schulz

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27th day of June, 2011 by Jay Schulz and Nicole Schulz.

My Commission Expires: 03/17/2014

Notary Public, State of Texas

SHANNON MILLER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/17/2014

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 15 day of August, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
My Commission Expires
October 18, 2015

Notary Public, State of Texas

Doc Bk Vol Pg
00382411 OR 1482 849

Filed for Record in: Leon County
On: Aug 25,2011 at 12:12P
As a Recordings
Document Number: 00382411
Amount:$ 10.00
Receipt Number: 109172
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Aug 25,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Jill Alexander Essbaum, dealing in her sole and separate property, as Lessor, whose address is 1809 Clover Leaf Drive, Austin, Texas 78723 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated May 18, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Jill Alexander Essbaum

LESSEE:
Istrouma Resources, Inc.

By: J E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1 day of June, 2011 by Jill Alexander Essbaum. .

My Commission Expires: 8-21-2014

Notary Public, State of Texas

DALIA NANEZ
Notary Public, State of Texas
My Commission Expires
August 21, 2014

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 23 day of JUNE, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc 00381419 Bk OR Vol 1478 Pg 529

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381419
Amount:$ 10.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Andrea R. Gossett, dealing in her sole and separate property, as Lessor, whose address is 2415 Locke Lane, Houston, Texas 77019 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon, County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Andrea R. Gossett

LESSEE:
Istrouma Resources, Inc.

By: J E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 2nd day of June, 2011 by Andrea R. Gossett.

My Commission Expires: 12-16-12

Notary Public, State of Texas

J. A. BANKER
Notary Public, State of Texas
My Commission Expires
December 16, 2012

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 1 day of JULY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc 00381418 Bk OR Vol 1478 Pg 527

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381418
Amount:$ 10.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Michael Baker, dealing in his sole and separate property, as Lessor, whose address is 2421 South Venice, Pearland, Texas 77581 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Michael Baker

Michael Baker

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 3rd day of May, 2011 by Michael Baker.

My Commission Expires: 2-1-2014

Kathryn K. Hightower
Notary Public, State of Texas

KATHRYN K. HIGHTOWER
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 1, 2014

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 13 day of MAY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc Bk Vol Pg
00380106 OR 1472 928

Filed for Record in: Leon County
On: May 20,2011 at 11:15A
As a Recordings
Document Number: 00380106
Amount:$ 10.00
Receipt Number: 107200
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

May 20,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Donald K. Baker and wife, Mary Joan Baker, as Lessor, whose address is 3802 E. Broadway, Pearland, Texas 77581 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Donald K Baker
Donald K. Baker

Mary Joan Baker
Mary Joan Baker

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF Brazos

This instrument was acknowledged before me on this 28 day of April 2011 by Donald K. Baker and wife, Joan Baker.

My Commission Expires: 11-27-12

Jamie Stockdale
Notary Public, State of Texas

JAMIE STOCKDALE
Notary Public,
State of Texas
Comm. Exp. 11-27-12

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 13 day of May, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc 00380107 Bk OR Vol 1473 Pg 2

Filed for Record in: Leon County
On: May 20,2011 at 11:15A
As a Recordings
Document Number: 00380107
Amount:$ 10.00
Receipt Number: 107200
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

May 20,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Frank J. Baker, dealing in his sole and separate property, as Lessor, whose address is 3901 Doris Street, Bay City, Texas 77414 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Frank J. Baker

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on this 2nd day of May, 2011 by Frank J. Baker.

My Commission Expires: 2-7-15

Diana Lundquist
Notary Public, State of Texas

DIANA LUNDQUIST
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/07/15

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 13 day of MAY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc 00380108 Bk OR Vol 1473 Pg 4

Filed for Record in: Leon County
On: May 20,2011 at 11:15A
As a Recordings
Document Number: 00380108
Amount:$ 10.00
Receipt Number: 107200
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

May 20,2011
Christie Wakefield, County Clerk
Leon County

Doc 00380103 Bk OR Vol 1472 Pg 921

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Janet B. Gilbert and husband, Gerald Gilbert, as Lessor, whose address is 455 VZR 4902, Ben Wheeler, Texas 75754 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Janet B. Gilbert

Janet B. Gilbert

Gerald Gilbert

Gerald Gilbert

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF VAN ZANDT §

This instrument was acknowledged before me on this 25 day of April, 2011 by Janet B. Gilbert and Gerald Gilbert.

My Commission Expires: 3-17-2013

Sue Lyle
Notary Public, State of Texas

SUE LYLE
Notary Public, State of Texas
My Commission Expires
MARCH 17, 2013

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 6 day of MAY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc 00380103 Bk OR Vol 1472 Pg 922

Filed for Record in: Leon County
On: May 20,2011 at 11:15A
As a Recordings
Document Number: 00380103
Amount:$ 10.00
Receipt Number: 107200
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

May 20,2011
Christie Wakefield, County Clerk
Leon County

Doc 00380105 | Bk OR | Vol 1472 | Pg 925

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Dianne Hess, married dealing in her sole and separate property, as Lessor, whose address is 4010 Sandlewood, Pasadena, Texas 77504 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Dianne Hess

LESSEE:
Istrouma Resources, Inc.

By: _____
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this 21st day of April, 2011 by Dianne Hess.

My Commission Expires: 5-5-2013

Cathy Friday
Notary Public, State of Texas

CATHY J. FRIDAY
Notary Public, State of Texas
My Commission Expires
May 05, 2013

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 13 day of May, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

_____
Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc 00380105 Bk OR Vol 1472 Pg 926

Filed for Record in: Leon County
On: May 20,2011 at 11:15A
As a Recordings
Document Number: 00380105
Amount:$ 10.00
Receipt Number: 107200
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

May 20,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON § MAAS

WHEREAS, Eileen ~~Mass~~, married dealing in her sole and separate property, as Lessor, whose address is 4934 White Manor Drive, Pasadena, Texas 77505-5475 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Eileen Maas

Eileen ~~Mass~~ Maas

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this 3 day of June, 2011 by Eileen ~~Mass.~~ MAAS

My Commission Expires: 2-2-2012

Debbie K. Walker
Notary Public, State of Texas

DEBBIE K. WALKER
Notary Public, State of Texas
My Commission Expires
February 02, 2012

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 23 day of JUNE, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc Bk Vol Pg
00381420 OR 1478 531

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381420
Amount:$ 10.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

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

STATE OF TEXAS §

COUNTY OF LEON §

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS MEMORANDUM, made this 26th day of March, 2013, by and between, **AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON, BY: DIANNE HESS & EILEEN MAAS, AS CO-TRUSTEES**, whose mailing address is 4010 SANDLEWOOD DRIVE, PASADENA, TEXAS 77504, **Lessor**, and **EOG RESOURCES, INC.,** whose mailing address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703, **Lessee.**

WITNESSETH: That Lessor, for a valuable consideration, the receipt which is hereby acknowledged, and in consideration of the covenants of the Lessee set forth in that Oil and Gas Lease dated **March 26, 2013**, for a term of **three (3) years with the option to extend the lease for an additional Two (2) years** between the Lessor and Lessee hereto covering the lands hereinafter described, does by such Oil and Gas Lease and hereby lease and let exclusively unto said Lessee for the purposes and the right to explore, produce and market oil and gas, including casinghead gas and other gaseous substances on and from all those certain lands situated in the County of LEON, State of Texas, and more particularly described as follows:

TRACT 1: 97.113 acres of land, more or less, out of the Nicholas Copeland League, A-162, Leon County, Texas, and being the same land described in that certain Special Warranty Deed dated August 4, 1995, from Linda K. Jackson, as Trustee of The 1988 Linda K. Jackson Trust, a/k/a The Roland T. Jackson Family Trust, to Cahaba Partnership, Ltd., and recorded in Volume 923, Page 717 of the Official Records of Leon County, Texas.

TRACT 2: 4.887 acres, more or less, out of the Nicholas Copeland Survey, A-162, Leon County, Texas, and being more particularly described as 102 acres, more or less, in that certain Warranty Deed dated August 15, 1967, from Walter L. Schulz, et al to Roland T. Jackson, and recorded in Volume 346, Page 4 of the Deed Records of Leon County, Texas. SAVE AND EXCEPT THEREFROM: 97.113 acres of land, more or less, out of the Nicholas Copeland League, A-162, Leon County, Texas, and being the same land described in that certain Special Warranty Deed dated August 4, 1995, from Linda K. Jackson, as Trustee of The 1988 Linda K. Jackson Trust, a/k/a The Roland T. Jackson Family Trust, to Cahaba Partnership, Ltd., and recorded in Volume 923, Page 717 of the Official Records of Leon County, Texas.

The described land shall be deemed to comprise 102.0 acres, whether it actually comprises more or less.

DEED REFERENCES MADE HEREIN FOR ALL PURPOSES, INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS

This Memorandum of Lease is to be placed of public record to serve notice and existence of said lease and in no way shall it supersede such lease or abrogate, change, alter or modify any of the terms or conditions or any of the rights or obligations of either the Lessor or Lessee pursuant to the same. Reference is hereby made to the executed Oil and Gas Lease, a copy of which is in the possession of Lessor and Lessee, for all of the provisions and conditions thereof, and by this reference such provisions and conditions are incorporated herein and made a part hereof for any and all purposes and respects as though it is fully set forth herein.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

Dianne Hess

AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON
BY: DIANNE HESS, AS CO-TRUSTEE

Eileen D Maas

AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON
BY: EILEEN MAAS, AS CO-TRUSTEE

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 18 day of April, 2013 by AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON, BY: DIANNE HESS, AS CO-TRUSTEE, for the consideration therein expressed and in the capacity therein stated.

CATHY JEAN FRIDAY
Notary Public, State of Texas
My Commission Expires
May 05, 2017

Cathy Friday
Notary Public of TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 18 day of April, 2013 by AMY FULTON AND RYAN FULTON TRUST CREATED U/W/O JOHN ROY FULTON, BY: EILEEN MAAS, AS CO-TRUSTEE, for the consideration therein expressed and in the capacity therein stated.

CATHY JEAN FRIDAY
Notary Public, State of Texas
My Commission Expires
May 05, 2017

Cathy Friday
Notary Public of TEXAS

Filed by and Return to:

EOG FIELD LAND OFFICE
809 UNIVERSITY DR. EAST, STE 101A
COLLEGE STATION, TX 77840-2173

Doc 00396797 Bk OR Vol 1554 Pg 799

Filed for Record in: Leon County
On: May 01,2013 at 12:31P
As a Recordings
Document Number: 00396797
Amount:$ 14.00
Receipt Number: 124867
By, Debbie Mutschler

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

May 01,2013
Christie Wakefield, Leon County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Dorothy Blackman Russell, a married woman dealing in her sole and separate property, as Lessor, whose address is 2402 Fairwind Drive, Houston, Texas 77062 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Dorothy Blackman Russell

Dorothy Blackman Russell

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

LINDSAY REGAN
Notary Public, State of Texas
My Commission Expires:
05/15/2013

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 26 day of April, 2011 by Dorothy Blackman Russell.

My Commission Expires: 05/15/2013

Lindsay Regan
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 12 day of MAY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc Bk Vol Pg
00380104 OR 1472 924

Filed for Record in: Leon County
On: May 20,2011 at 11:15A
As a Recordings
Document Number: 00380104
Amount:$ 10.00
Receipt Number: 107200
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of:
Leon County
as stamped hereon by me.

May 20,2011
Christie Wakefield, County Clerk
Leon County

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Debbie Schulz Wilson and husband Wayne B. Wilson, as Lessor, whose address is 400 Northport Drive #509, Cabot, Arkansas 72023 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Debbie Schulz Wilson

Debbie Schulz Wilson

Wayne B. Wilson

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF ARKANSAS §

COUNTY OF FAULKNER §

This instrument was acknowledged before me on this 17th day of June, 2011 by Debbie Schulz Wilson and Wayne B. Wilson.

My Commission Expires: 9/18/2018

Barbara L. Robinson

Notary Public, State of Arkansas

BARBARA L. ROBINSON
MY COMMISSION # 12357981
EXPIRES: September 18, 2018
Faulkner County

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 1 day of JULY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of ~~Texas~~ Texas

BARBARA L. ROBINSON
MY COMMISSION # 12357981
EXPIRES: September 18, 2018
Faulkner County

MISTAKE WRONG PLACE

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

Doc Bk Vol Pg
00381416 OR 1478 523

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381416
Amount:$ 10.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Walter Lee Schulz, Jr., a married man dealing in his sole and separate property, as Lessor, whose address is 621 Hwy 77 South, Bishop, Texas 78343 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Walter Lee Schulz Jr

Walter Lee Schulz, Jr.

LESSEE:
Istrouma Resources, Inc.

By: TE Hodges Jr

Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF KLEBERG §

This instrument was acknowledged before me on this 11th day of May, 2011 by Walter Lee Schulz, Jr.

My Commission Expires: 09-25-2012

Notary Public, State of Texas

DANIEL LEE WALKER NOTARY PUBLIC STATE OF TEXAS 09-25-2012

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 23 day of MAY, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc Bk Vol Pg
00380599 OR 1474 754

Filed for Record in: Leon County
On: Jun 01,2011 at 12:12P
As a Recordings
Document Number: 00380599
Amount:$ 10.00
Receipt Number: 107433
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jun 01,2011
Christie Wakefield, County Clerk
Leon County

CORRECTED

1478/506

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Luna Anne Schulz Lassiter, a married woman dealing in her sole and separate property, as Lessor, whose address is 15105 Lakeview Drive, Houston, Texas 77040 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

Corrects Memorandum of Oil + Gas Lease at Vol. 1473, Pg. 5, Leon County Records.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Luna Anne Schulz Lassiter

Luna Anne Schulz Lassiter

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr

Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

CHARLES DANIEL LEWIS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 8/30/2014

This instrument was acknowledged before me on this 22 day of July, 2011 by Luna Anne Schulz Lassiter.

My Commission Expires: 08-30-2014

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 5 day of July, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Notary Public, State of Texas

Doc 00381408 Bk OR Vol 1478 Pg 507

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381408
Amount:$ 10.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

Doc 00381414 Bk OR Vol 1478 Pg 518

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF LEON §

WHEREAS, Peggy Schulz Mote, dealing in her sole and separate property, as Lessor, whose address is 11205 33rd Street, Sante Fe, Texas 77510 and Istrouma Resources, Inc., as Lessee, whose address is P. O. Box 4688, Bryan, TX 77805, entered into a Oil and Gas Lease dated April 19th, 2011, covering the following described land situated in Leon County, State of Texas, to wit:

102.00 acres of land, more or less, out of the Nicholas Copeland League Survey, and out of lot 3 of said League, A-162, Leon County, Texas, more particularly described in the Deed dated August 15, 1967 from Walter L. Schulz et al to Roland T. Jackson as recorded in Volume 346, Page 4 of the Official Deed Records of Leon County, Texas.

For purposes of this lease 102.00 acres in the aggregate.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Three (3) year primary term and an option to extend the primary term for an additional period of Two (2) years.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Peggy Schulz Mote

LESSEE:
Istrouma Resources, Inc.

By: T E Hodges Jr
Thomas E. Hodges, Jr.
Its: President

ACKNOWLEDGEMENTS

DEBORAH CLARK BROUILLARD
Notary Public, State of Texas
My Commission Expires
January 21, 2013

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on this 20 day of June, 2011 by Peggy Schulz Mote.

My Commission Expires: 1/21/2013

Deborah Clark Brouillard
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 1 day of July, 2011 by Thomas E. Hodges, Jr., President of Istrouma Resources, Inc. on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

EMILE NEWCHURCH
MY COMMISSION EXPIRES
October 18, 2011

Doc 00381414 Bk OR Vol 1478 Pg 519

Filed for Record in: Leon County
On: Jul 08,2011 at 03:02P
As a Recordings
Document Number: 00381414
Amount:$ 10.00
Receipt Number: 108217
By, Pat Jalufka

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 08,2011
Christie Wakefield, County Clerk
Leon County

COPY

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 12th day of April, 2013, but effective April 18, 2013 between, W.A. Bilsing, and wife, Shirley Bilsing, hereinafter called "Lessor" (whether one or more),

whose post office address is: P.O. Box 159, Normangee, TX 77871

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 100 Independence Place, Suite 300, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Madison County, Texas to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR LEASE DESCRIPTION.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 604.966 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 22.5% of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 22.5% of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 22.5% of the gas so used off said land; (d) on all minerals mined and marketed, 22.5%, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee

commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x W.A. Bilsing

x Shirley Bilsing

Shirley Bilsing

BETH BOUVIER SPERRY
Notary Public, State of Texas
My Commission Expires
August 25, 2014

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF **MADISON**

This instrument was acknowledged before me this x 12th day of x April, 2013, by W.A. Bilsing and Shirley Bilsing.

My Commission Expires: x 08-25-2014

x Beth Bouvier Sperry, Notary Public

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Notwithstanding anything to the contrary contained in this lease, in case of one or more producing units being formed, production from such unit or units shall keep this lease in effect only insofar as the same covers and applies to the part of the leased premises included in such unit or units from which there is production in paying quantities. At the expiration of the primary term, this lease shall terminate as to all of the leased premises except such part thereof as are included in such unit or units from which oil, and/or gas is being produced, or drilling or reworking operations are being conducted, or shut-in royalties are being paid on wells capable of but not actually producing minerals as defined in the lease.

6. At the expiration of the primary term, or if conducted, the termination of Continuous Drilling Operations, this Lease shall terminate as to any lands located outside the boundaries of the proration unit on which is located a well that is producing, or capable of producing, in paying quantities, and beneath 100 feet below the base of the deepest producing formation. At such time, Lessee shall retain a leasehold interest only in the lands which are included within a proration unit attributable to a well that is producing, or capable of producing, in paying quantities **LIMITED IN DEPTH** from the surface down to 100 feet below the base of the deepest producing formation, and shall promptly prepare and file of record a release of that portion of the leased premises which are no longer being maintained under the provisions of this Lease. Lessee shall provide Lessor a copy of such release with the recording data noted thereon.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: /

EXHIBIT "B"

Tract 1: 50.0 acres, more or less, part of the Eli Fenn Survey, A-96, Madison County, Texas, being the same land described in a Warranty Deed dated April 20, 1968 from Roland T. Jackson, et ux, to W.A. Bilsing, recorded in Volume 177, Page 137, Deed Records, Madison County, Texas.

Tract 2: 46.0 acres, more or less, part of the Eli Fenn Survey, A-96, Madison County, Texas, being the same land described in a Warranty Deed dated January 23, 1965 from J.W. Green, Sr., et al, to W.A. Bilsing, recorded in Volume 160, Page 745, Deed Records, Madison County, Texas.

Tract 3: 41.74 acres, more or less, part of the Issac Votaw Survey, A-33, Madison County, Texas, being the same land described in a General Warranty Deed dated February 24, 1996 from Brian Smith, et ux, to W.A. Bilsing, II, recorded in Volume 436, Page 168, Deed Records, Madison County, Texas.

Tract 4: 99.5 acres, more or less, part of the Isaac Votaw Survey, A-33, Madison County, Texas, being the same land described in a Warranty Deed dated April 9, 1987 from Curtis Kizzee, et ux, to W.A. Bilsing, recorded in Volume 330, Page 662, Deed Records, Madison County, Texas.

Tract 5: 53.894 acres, more or less, part of the Isaac Votaw Survey, A-33, Madison County, Texas, being the same land described in a General Warranty Deed dated November 26, 2002, from Tammy McKee Knippa, et vir, to W.A. Bilsing, M.D., recorded in Volume 638, Page 186, Deed Records, Madison County, Texas.

Tract 6: 45.282 acres, more or less, part of the Isaac Votaw Survey, A-33, Madison County, Texas, being the same land described in a Correction General Warranty Deed dated July 6, 2004 from Jo Ann Reichert to W.A. Bilsing, M.D., recorded in Volume 713, Page 279, Deed Records, Madison County, Texas.

Tract 7: 24.795 acres, more or less, part of the Isaac Votaw Survey, A-33, Madison County, Texas, being the same land described in a General Warranty Deed dated August 21, 1998 from James D. Patterson, et ux, to Dr. W.A. Bilsing, recorded in Volume 478, Page 196, Deed Records, Madison County, Texas.

Tract 8: 54.485 acres, more or less, part of the Gray B. King Survey, A-19, Madison County, Texas, being the same land described in a Warranty Deed With Vendor's Lien dated February 24, 1979 from Julian E. (Jack) Martin, et ux, to William A. Bilsing, recorded in Volume 227, Page 679, Deed Records, Madison County, Texas.

Tract 9: 93.47 acres, more or less, part of the Gray B. King Survey, A-19, Madison County, Texas, being the same land described in a Warranty Deed dated August 29, 1980 from Reba Jack Keefer to W.A. Bilsing and Alma M. Bilsing, recorded in Volume 237, Page 328, Deed Records, Madison County, Texas.

Tract 10: 30.0 acres, more or less, part of the Gray B. King Survey, A-19, Madison County, Texas, being the same land described in a General Warranty Deed dated February 6, 1981 from Roy A. Peden, Jr., and Noah Powell to W.A. Bilsing, recorded in Volume 241, Page 52, Deed Records, Madison County, Texas.

Tract 11: 10.0 acres, more or less, part of the Gray B. King Survey, A-19, Madison County, Texas, being the same land described in a General Warranty Deed dated February 6, 1981 from Roy A. Peden, Jr., et ux, to W.A. Bilsing, recorded in Volume 241, Page 55, Deed Records, Madison County, Texas.

Tract 12: 34.80 acres, more or less, part of the Gray B. King Survey, A-19, Madison County, Texas, being the same land described in a Warranty Deed dated December 8, 1999 from William Michael Davis, et ux, to W.A. Bilsing, recorded in Volume 522, Page 67, Deed Records, Madison County, Texas.

Tract 13: 21.0 acres, more or less, part of the Gray B. King Survey, A-19, Madison County, Texas, being the same land described as TRACT ONE and TRACT TWO in a Warranty Deed With Vendor's Lien dated October 11, 1991 from James H. McKay, et ux, to W.A. Bilsing, recorded in Volume 386, Page 182, Deed Records, Madison County, Texas.

INITIAL FOR IDENTIFICATION: / _____

COPY

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

PAID-UP
OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 12th day of April, 2013, but effective April 18, 2013 between, W.A. Bilsing, and wife, Shirley Bilsing, hereinafter called "Lessor" (whether one or more),

whose post office address is: P.O. Box 159, Normangee, TX 77871

and EAST TEXAS OIL & GAS, LLC, hereinafter called "Lessee", whose post office address is: 100 Independence Place, Suite 300, Tyler, TX 75703

1. Lessor, in consideration of ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Leon County, Texas to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL LEASE PROVISIONS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR LEASE DESCRIPTION.

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 682.44 acres whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from the effective date (called "Primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 22.5% of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee 22.5% of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 22.5% of the gas so used off said land; (d) on all minerals mined and marketed, 22.5%, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (S1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the mail direct to lessor bank (Account No.) $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantifies within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a Larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion, 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, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee

commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has finished Lessee with the instrument of instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessors heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

x _____
W.A. Bilsing

x _____
Shirley Bilsing

BETH BOUVIER SPERRY
Notary Public, State of Texas
My Commission Expires
August 25, 2014

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF LEON

This instrument was acknowledged before me this x 12th day of x April, 2013, by W.A. Bilsing and Shirley Bilsing.

My Commission Expires: x 08-25-2014

x _____ Notary Public

EXHIBIT "A"

1. In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the preceding paragraphs of this lease, then the terms and provisions of these following paragraphs shall control and take precedence.

2. It is specifically understood and agreed that this lease covers only oil, gas and associated liquid or liquifiable or gaseous hydrocarbons and any sulphur as may be necessarily and incidentally produced therewith. The term "covered minerals" as used in this lease shall refer only to the foregoing minerals.

3. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and failure to pay within the stated time, to pay interest thereon as provided in Section 91.403 of said Natural Resources Code of the State of Texas.

4. The right of Lessee to maintain this lease in force by the payment of shut-in royalty pursuant to Paragraph four (4) of the lease is limited in time to a period of no more than two cumulative years beyond the end of the primary term. The amount of shut-in royalties payable under this lease is ten dollars ($10.00) per acre of land covered by this lease.

5. Notwithstanding anything to the contrary contained in this lease, in case of one or more producing units being formed, production from such unit or units shall keep this lease in effect only insofar as the same covers and applies to the part of the leased premises included in such unit or units from which there is production in paying quantities. At the expiration of the primary term, this lease shall terminate as to all of the leased premises except such part thereof as are included in such unit or units from which oil, and/or gas is being produced, or drilling or reworking operations are being conducted, or shut-in royalties are being paid on wells capable of but not actually producing minerals as defined in the lease.

6. At the expiration of the primary term, or if conducted, the termination of Continuous Drilling Operations, this Lease shall terminate as to any lands located outside the boundaries of the proration unit on which is located a well that is producing, or capable of producing, in paying quantities, and beneath 100 feet below the base of the deepest producing formation. At such time, Lessee shall retain a leasehold interest only in the lands which are included within a proration unit attributable to a well that is producing, or capable of producing, in paying quantities **LIMITED IN DEPTH** from the surface down to 100 feet below the base of the deepest producing formation, and shall promptly prepare and file of record a release of that portion of the leased premises which are no longer being maintained under the provisions of this Lease. Lessee shall provide Lessor a copy of such release with the recording data noted thereon.

7. Lessee shall pay to the surface estate owners, all damages to said land and to the buildings, improvements, livestock, fences, crops, pastures, lakes, trees and timber thereon, caused by Lessees operations.

8. Lessee shall back-fill all pits and excavations made by Lessee on the leased premises, as soon as possible after the ground has dried sufficiently, and shall remove all trash and debris and otherwise restore the surface of the ground to near as practicable to its condition prior to Lessees operations.

INITIAL FOR IDENTIFICATION: /

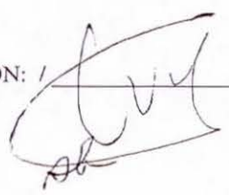


EXHIBIT "B"

Tract 1: 59.23 acres, more or less, part of the B.F. Whitaker Survey, A-31, Leon County, Texas, being the same land described in a Warranty Deed dated December 23, 1970 from Loma Miller, et al, to Dr. W.A. Bilsing, recorded in Volume 366, Page 253, Deed Records, Leon County, Texas.

Tract 2: 49.86 acres, more or less, part of the B.F. Whitaker Survey, A-31, Leon County, Texas, being the same land described in a Warranty Deed dated August 3, 1970 from P.D. Sandifer, et ux, to W.A. Bilsing, recorded in Volume 363, Page 328, Deed Records, Leon County, Texas.

Tract 3: 52.25 acres, more or less, part of the B.F. Whitaker Survey, A-31, Leon County, Texas, being the same land described in an Executor's Deed dated July 20, 1995 from Ronny Harrington, et al, to W.A. Bilsing, recorded in Volume 909, Page 326, Deed Records, Leon County, Texas.

Tract 4: 19.60 acres, more or less, part of the B.F. Whitaker Survey, A-31, Leon County, Texas, being the same land described as THIRD TRACT in a General Warranty Deed dated January 5, 1998 from Ollie Henry to W.A. Bilsing, et ux, recorded in Volume 985, Page 185, Deed Records, Leon County, Texas.

Tract 5: 95.5 acres, more or less, part of the B.F. Whitaker Survey, A-31, Leon County, Texas, being the same land described in a Warranty Deed dated July 25, 1977 from James R. Williams, et ux, to Dr. W.A. Bilsing, recorded in Volume 430, Page 571, Deed Records, Leon County, Texas.

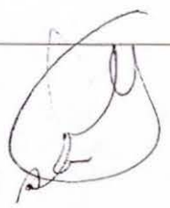
Tract 6: 80.0 acres, more or less, part of the B.F. Whitaker Survey, A-31, Leon County, Texas, being the same land described in a Contract of Sale and Purchase Deed dated May 3, 1965 from The Veterans' Land Board of Texas to William A. Bilsing, recorded in Volume 325, Page 352, Deed Records, Leon County, Texas.

Tract 7: 181.39 acres, more or less, part of the B.F. Whitaker Survey, A-31, Leon County, Texas, being the same land described in a Warranty Deed With Vendors Lien dated September 30, 1999 from Richard Burton Reichert, et ux, to W.A. Bilsing, recorded in Volume 1030, Page 390, Deed Records, Leon County, Texas.

Tract 8: 100 acres, more or less, part of the B.F. Whitaker Survey, A-31, Leon County, Texas, being the same land described in a Warranty Deed dated June 29, 1979 from Clovis P. Griffith, et ux, to Dr. William A. Bilsing, recorded in Volume 464, Page 689, Deed Records, Leon County, Texas.

Tract 9: 44.61 acres, more or less, part of the B.F. Whitaker Survey, A-31, Leon County, Texas, being the same land described as SECOND TRACT in a General Warranty Deed dated January 5, 1998 from Ollie Henry to W.A. Bilsing, et ux, recorded in Volume 985, Page 185, Deed Records, Leon County, Texas.

INITIAL FOR IDENTIFICATION: /_____



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

STATE OF TEXAS §

COUNTY OF LEON §

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS MEMORANDUM, made this 7th day of May, 2013, by and between, **SUSAN ELIZABETH RUCKER BURDEN**, whose mailing address is 3208 STARLIGHT VIS, ROUND ROCK, TEXAS 78665, **Lessor**, and **EOG RESOURCES, INC.,** whose mailing address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703, **Lessee**.

WITNESSETH: That Lessor, for a valuable consideration, the receipt which is hereby acknowledged, and in consideration of the covenants of the Lessee set forth in that Oil and Gas Lease dated **May 7, 2013**, for a term of **three (3) years with the option to extend the lease for an additional Two (2) years** between the Lessor and Lessee hereto covering the lands hereinafter described, does by such Oil and Gas Lease and hereby lease and let exclusively unto said Lessee for the purposes and the right to explore, produce and market oil and gas, including casinghead gas and other gaseous substances on and from all those certain lands situated in the County of LEON, State of Texas, and more particularly described as follows:

50.2 acres, more or less, in the B.F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in Warranty Deed with Vendor's Lien Reserved dated April 11, 1945 from Effie Yeager to Elmer Newton, recorded in Volume 146, Page 167 of the Deed Records of Leon County, Texas.

The described land shall be deemed to comprise 50.20 acres, whether it actually comprises more or less.

DEED REFERENCES MADE HEREIN FOR ALL PURPOSES, INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS

This Memorandum of Lease is to be placed of public record to serve notice and existence of said lease and in no way shall it supersede such lease or abrogate, change, alter or modify any of the terms or conditions or any of the rights or obligations of either the Lessor or Lessee pursuant to the same. Reference is hereby made to the executed Oil and Gas Lease, a copy of which is in the possession of Lessor and Lessee, for all of the provisions and conditions thereof, and by this reference such provisions and conditions are incorporated herein and made a part hereof for any and all purposes and respects as though it is fully set forth herein.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

Susan Elizabeth Rucker Burden

SUSAN ELIZABETH RUCKER BURDEN

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on the 14th day of May, 2013 by SUSAN ELIZABETH RUCKER BURDEN, for the consideration therein expressed and in the capacity therein stated.

SHERRY NEWMAN
Notary Public, State of Texas
My Commission Expires
DECEMBER 22, 2015

Notary Public of TEXAS

Filed by and Return to:

EOG FIELD LAND OFFICE

809 UNIVERSITY DRIVE EAST, STE 101A

COLLEGE STATION, TX 77840-2173

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

PAID-UP

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 7th day of May, 2013, between **SUSAN ELIZABETH RUCKER BURDEN**, hereinafter called "Lessor" (whether one or more), whose address is 3208 STARLIGHT VIS, ROUND ROCK, TEXAS 78665, and **EOG RESOURCES, INC.**, hereinafter called "Lessee", whose address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703.

1. Lessor, in consideration of Ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in LEON County, Texas, to wit:

SEE EXHIBIT "A"

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **50.20 acres**, whether actually containing more or less. Lessor agrees to execute any supplemental instrument (s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee, one-eighth of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of one-eighth of the gas so used off said land; (d) on all minerals mined and marketed, one-eighth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit and may be paid directly to Lessor at the above address $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantities within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion 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, completion 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 gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also, each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessor's heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally

covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

16. Option To Extend Primary Term For Paid-Up Leases: **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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Five Hundred and 00/100 Dollars ($500.00) PER ACRE to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.**

SEE EXHIBIT "A" FOR ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Susan Elizabeth Rucker Burden
SUSAN ELIZABETH RUCKER BURDEN

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on the 14th **day of** May **, 2013 by SUSAN ELIZABETH RUCKER BURDEN, for the consideration therein expressed and in the capacity therein stated.**

Sherry Newman
Notary Public of TEXAS

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated May 7, 2013, between **SUSAN ELIZABETH RUCKER BURDEN**, Lessor, and **EOG RESOURCES, INC.**, Lessee, whose address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703.

It is expressly understood and agreed that the following typewritten agreements and provisions shall supersede and govern the provisions in the printed form of this lease whenever such printed form is in direct conflict herewith and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, devisees, legal representatives, and successors and assigns.

DESCRIPTION OF PROPERTY:

50.2 acres, more or less, in the B.F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in Warranty Deed with Vendor's Lien Reserved dated April 11, 1945 from Effie Yeager to Elmer Newton, recorded in Volume 146, Page 167 of the Deed Records of Leon County, Texas.

ADDED LEASE PROVISIONS:

17. It is understood and agreed that wherever "one-eighth" (1/8th) appears in Paragraph 4 of this lease "one-fifth" (1/5) shall be and is hereby substituted therefore.

18. During the effective term of this lease, the terms and conditions set forth and contained herein, including, but not limited to, all matters of negotiation, bonus price and royalty are strictly confidential and the release of any such information by Lessor and their assigns is strictly prohibited without the prior written approval of Lessee.

19. At the expiration of the Primary Term, or upon the cessation of continuous operations as provided for herein, whichever is the later date, this lease will terminate as to all of the land lying outside the surface perimeter of a pooled unit or units.

SIGNED FOR IDENTIFICATION:

Susan Elizabeth Rucker Burden

SUSAN ELIZABETH RUCKER BURDEN

End of Exhibit "A"

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

STATE OF TEXAS §

COUNTY OF LEON §

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS MEMORANDUM, made this 2nd day of May, 2013, by and between, **MILES CASSEDAY RUCKER**, whose mailing address is 5402 BLOOMSBURY WAY, BRYAN, TEXAS 77802, **Lessor**, and **EOG RESOURCES, INC.**, whose mailing address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703, **Lessee**.

WITNESSETH: That Lessor, for a valuable consideration, the receipt which is hereby acknowledged, and in consideration of the covenants of the Lessee set forth in that Oil and Gas Lease dated **May 2, 2013,** for a term of **three (3) years with the option to extend the lease for an additional Two (2) years** between the Lessor and Lessee hereto covering the lands hereinafter described, does by such Oil and Gas Lease and hereby lease and let exclusively unto said Lessee for the purposes and the right to explore, produce and market oil and gas, including casinghead gas and other gaseous substances on and from all those certain lands situated in the County of LEON, State of Texas, and more particularly described as follows:

50.2 acres, more or less, in the B.F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in Warranty Deed with Vendor's Lien Reserved dated April 11, 1945 from Effie Yeager to Elmer Newton, recorded in Volume 146, Page 167 of the Deed Records of Leon County, Texas.

The described land shall be deemed to comprise 50.20 acres, whether it actually comprises more or less.

DEED REFERENCES MADE HEREIN FOR ALL PURPOSES, INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS

This Memorandum of Lease is to be placed of public record to serve notice and existence of said lease and in no way shall it supersede such lease or abrogate, change, alter or modify any of the terms or conditions or any of the rights or obligations of either the Lessor or Lessee pursuant to the same. Reference is hereby made to the executed Oil and Gas Lease, a copy of which is in the possession of Lessor and Lessee, for all of the provisions and conditions thereof, and by this reference such provisions and conditions are incorporated herein and made a part hereof for any and all purposes and respects as though it is fully set forth herein.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

MILES CASSEDAY RUCKER

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on the 7 day of May, 2013 by MILES CASSEDAY RUCKER, for the consideration therein expressed and in the capacity therein stated.

LORI M. BIENSKI
Notary Public
STATE OF TEXAS
Commission Exp. 02-14-2015
Notary without Bond

Lori M Bienski
Notary Public of TEXAS

Filed by and Return to:

EOG FIELD LAND OFFICE

809 UNIVERSITY DRIVE EAST, STE 101A

COLLEGE STATION, TX 77840-2173

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

PAID-UP

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 2nd day of May, 2013, between **MILES CASSEDAY RUCKER,** hereinafter called "Lessor" (whether one or more), whose address is 5402 BLOOMSBURY WAY, BRYAN, TEXAS 77802, and **EOG RESOURCES, INC.**, hereinafter called "Lessee", whose address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703.

1. Lessor, in consideration of Ten and no/100's Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in LEON County, Texas, to wit:

SEE EXHIBIT "A"

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **50.20 acres**, whether actually containing more or less. Lessor agrees to execute any supplemental instrument (s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force 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 physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee, one-eighth of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of one-eighth of the gas so used off said land; (d) on all minerals mined and marketed, one-eighth either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar ($1.00) per long ton; and (e) if at any time while there is a gas well or wells on the said land or land pooled therewith (for the purposes of this clause (e) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, and this lease is not being maintained otherwise as provided herein, this lease shall nevertheless remain in force and effect following the shutting-in of the well(s), whether it be during or after the primary term (unless released by Lessee), and it shall be considered that gas is being produced from the land covered by this lease. When the lease is continued in force in this manner and the well or wells are shut-in for a period of at least ninety (90) consecutive days, Lessee shall pay or tender as an advanced annual royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit and may be paid directly to Lessor at the above address $1.00 per net acre for the acreage then held under this lease by the party making such payment or tender. The first payment of such sum shall be made on or before either; (1) ninety (90) days from the date such well or wells are shut-in; (2) ninety (90) days from the effective date for inclusion of said land or a portion thereof within a unit on which is located a shut-in gas well; or (3) ninety (90) days from the date this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and it shall be considered that gas is being produced from said land in paying quantities within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. 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, completion 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, completion 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 gross acreage in the unit. 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, so long as the total acreage therein does not exceed the maximum herein specified. Also, each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or 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. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or 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 land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) 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 one hundred eighty (180) 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 land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, 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. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in the event of default of payment by Lessor, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessor's heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

16. Option To Extend Primary Term For Paid-Up Leases: **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 primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum of Five Hundred and 00/100 Dollars ($500.00) PER ACRE to Lessor or to the credit of Lessor mailed to Lessor at the above address, (which address is Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this 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.**

SEE EXHIBIT "A" FOR ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

MILES CASSEDAY RUCKER

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Brazos §

This instrument was acknowledged before me on the 7 **day of** May **, 2013 by MILES CASSEDAY RUCKER, for the consideration therein expressed and in the capacity therein stated.**

LORI M. BIENSKI
Notary Public
STATE OF TEXAS
Commission Exp. 02-14-2016
Notary without Bond

Notary Public of TEXAS

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated May 2, 2013, between **MILES CASSEDAY RUCKER**, Lessor, and **EOG RESOURCES, INC.**, Lessee, whose address is 6101 S. Broadway, Suite 200, Tyler, Texas 75703.

It is expressly understood and agreed that the following typewritten agreements and provisions shall supersede and govern the provisions in the printed form of this lease whenever such printed form is in direct conflict herewith and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, devisees, legal representatives, and successors and assigns.

DESCRIPTION OF PROPERTY:

50.2 acres, more or less, in the B.F. Whitaker Survey, A-31, Leon County, Texas, being more particularly described in Warranty Deed with Vendor's Lien Reserved dated April 11, 1945 from Effie Yeager to Elmer Newton, recorded in Volume 146, Page 167 of the Deed Records of Leon County, Texas.

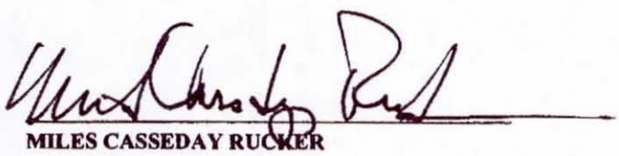
ADDED LEASE PROVISIONS:

17. It is understood and agreed that wherever "one-eighth" (1/8th) appears in Paragraph 4 of this lease "one-fifth" (1/5) shall be and is hereby substituted therefore.

18. During the effective term of this lease, the terms and conditions set forth and contained herein, including, but not limited to, all matters of negotiation, bonus price and royalty are strictly confidential and the release of any such information by Lessor and their assigns is strictly prohibited without the prior written approval of Lessee.

19. At the expiration of the Primary Term, or upon the cessation of continuous operations as provided for herein, whichever is the later date, this lease will terminate as to all of the land lying outside the surface perimeter of a pooled unit or units.

SIGNED FOR IDENTIFICATION:



MILES CASSEDAY RUCKER

End of Exhibit "A"

7b

File No. MF 115444
Adjacent Lease Schedule

Date Filed: 6-14-13
Jerry E. Patterson, Commissioner

By SSD

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 7, 2013

Mr. Austin R. Cade
EOG Field Land Office
809 University Drive East
Ste 101 A
College Station, TX 77840

Re: State of Texas HROW Lease # MF 115444 *(please make reference to this number in all correspondence with the GLO regarding your lease)*

Dear Mr. Cade,

Enclosed you will find an original executed Highway Right of Way lease in Leon County and Madison County. We ask you assist us in two important ways:

- **Please proofread the lease before filing of record.** Notify the GLO of any errors so that we may promptly make the appropriate corrections.
- **Please have your client provide the GLO with a copy of the unit designation** after this lease has been added and the unit designation has been filed of record.

If you have any questions please feel free to contact me at my direct number or email address listed below. You may also contact George Martin at his direct number, 512-475-1512.

Best regards,

Mark Adams

Mark Adams
Energy Resources
Mineral Leasing
512-463-5669
mark.adams@glo.state.tx.us

Enclosure

8.

File No. MF 115444
Final Letter

Date Filed: 8/7/13
Jerry E. Patterson, Commissioner

By SSD

From: Austin Cade <austincade@gmail.com>
To: Mark Adams <Mark.Adams@glo.texas.gov>
Date: 8/19/2013 10:23 AM
Subject: Re: first page of lease for MF 115444

Got it.

Thanks

On Mon, Aug 19, 2013 at 10:21 AM, Mark Adams <Mark.Adams@glo.texas.gov>wrote:

> Austin,
>
> Attached is the corrected first page of the lease for MF 115444 which
> lists both counties. Please replace the first page of the lease we sent you
> with the attached file.
>
> Thanks.
>
> Mark Adams
> Landman
> Mineral Leasing, Energy Resources
> Texas General Land Office
> direct number: 512/463-5669
> fax number: 512/475-1543
> email: mark.adams@glo.texas.gov
>
>
>

--
Austin R. Cade
Agent for EOG RESOURCES, INC.
809 University Dr. East, STE 101A
College Station, TX 77840-2173
Cell# (903) 287-0816

NOTICE OF CONFIDENTIALITY:

The information contained in and transmitted with this e-mail is CONFIDENTIAL and is intended only for the individual or entity designated above. You are hereby notified that any dissemination, distribution, copying or use of or reliance upon the information contained in and transmitted with this e-mail by or to anyone other than the recipient designated above by sender is unauthorized and strictly prohibited.

From: Mark Adams
To: austincade@gmail.com
Date: 8/19/2013 10:21 AM
Subject: first page of lease for MF 115444
Attachments: HRWO_Leases_115444-first-page.pdf

Austin,

Attached is the corrected first page of the lease for MF 115444 which lists both counties. Please replace the first page of the lease we sent you with the attached file.

Thanks.

Mark Adams
Landman
Mineral Leasing, Energy Resources
Texas General Land Office
direct number: 512/463-5669
fax number: 512/475-1543
email: mark.adams@glo.texas.gov

9.

File No. MF 115444

Email Re: corrected lease page

Date Filed: 8-19-13

Jerry E. Patterson, Commissioner

By SSD

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA169156

Unit Number	*7986*				
Operator Name	*EOG Resources, Inc.*			*Effective Date*	*11/04/2014*
Customer ID	*C000027065*			*Unitized For*	*Oil And Gas*
Unit Name	*The Grove Unit*			*Unit Term*	
County 1	*Leon*	*RRC District 1*	*05*	*Old Unit Number*	*Inactive Status Date*
County 2	*Madison*	*RRC District 2*	*03*		
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.00285660*			
State Part in Unit		*0.01159400*			
Unit Depth	*Allow All Depths*	*Well*			
From Depth		*Formation*			
To Depth		*Participation Basis*	*Surface Acreage*		
		If Excluions Apply: See Remarks			

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*O/G*	*Lease Royalty*	*NRI of Lease in Unit*	*Royalty Rate Reduction Clause*
MF115444	18 and 20	4.596000	611.609600	0.00751460	O/G	0.25000000	0.00187865	No
MF116207	21 and 23	1.025000	611.609600	0.00167591	O/G	0.22500000	0.00037708	No

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*O/G*	*Lease Royalty*	*NRI of Lease in Unit*	*Royalty Rate Reduction Clause*
MF116505	25	1.470000	611.609600	0.00240349	O/G	0.25000000	0.00060087	No

API Number

4228932128, 4228932130, 4228932131

Remarks: HROW Unit

Prepared By:	MB	*Prepared Date:*	6/27/16
GLO Base Updated By:	MB	*GLO Base Date:*	6/27/16
RAM Approval By:	SW	*RAM Approval Date:*	6·28·16
GIS By:		*GIS Date:*	
Well Inventory By:	MB	*WI Date:*	6/27/16

Texas General Land Office
George P. Bush, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

Highway Right-of-Way Unit Designation Form

OPERATOR INFORMATION

Contact Name: MISTY MCDOWELL Phone: (713) 651-2914

Name of Pooled Unit: THE GROVE UNIT

Operator of Pooled Unit: EOG RESOURCES County: LEON & MADISON

EFFECTIVE DATE OF UNIT DECLARATION: 11/04/2014

HROW LEASE(S) IN UNIT

HROW STATE LEASE NO.	LEASE DATE	TERM	HROW ROYALTY	TOTAL ACREAGE IN HROW LEASE	HROW LEASE ACREAGE IN UNIT	
MF 115444	07/16/2013	3 YEAR	.25	64.249	4.596	0.00187865
MF 116207	02/04/2014	3 YEAR	.225	1.41	1.025	0.00037708
MF 116505	05/06/2014	3 YEAR	.25	1.41	1.47	0.00060087

Tr 18,20
Tr 21,23
Tr 25

Total HROW Acreage in Unit: 7.091
Total Private (non-State) Acreage in Unit: 604.5186
Total Unit Acreage: 611.6096

STATE'S ROYALTY REVENUE INTEREST IN UNIT	0.	0	0	2	8	5	6	6	0

Attach a plat showing the pooled unit outline, unit well(s) location, and the HROW lease tracts.

Type of Mineral Pooled: ☑ OIL ☐ GAS ☐ OIL & GAS

Pooled Interval: All Depths ☐ Top Depth: _____ Base Depth: _____

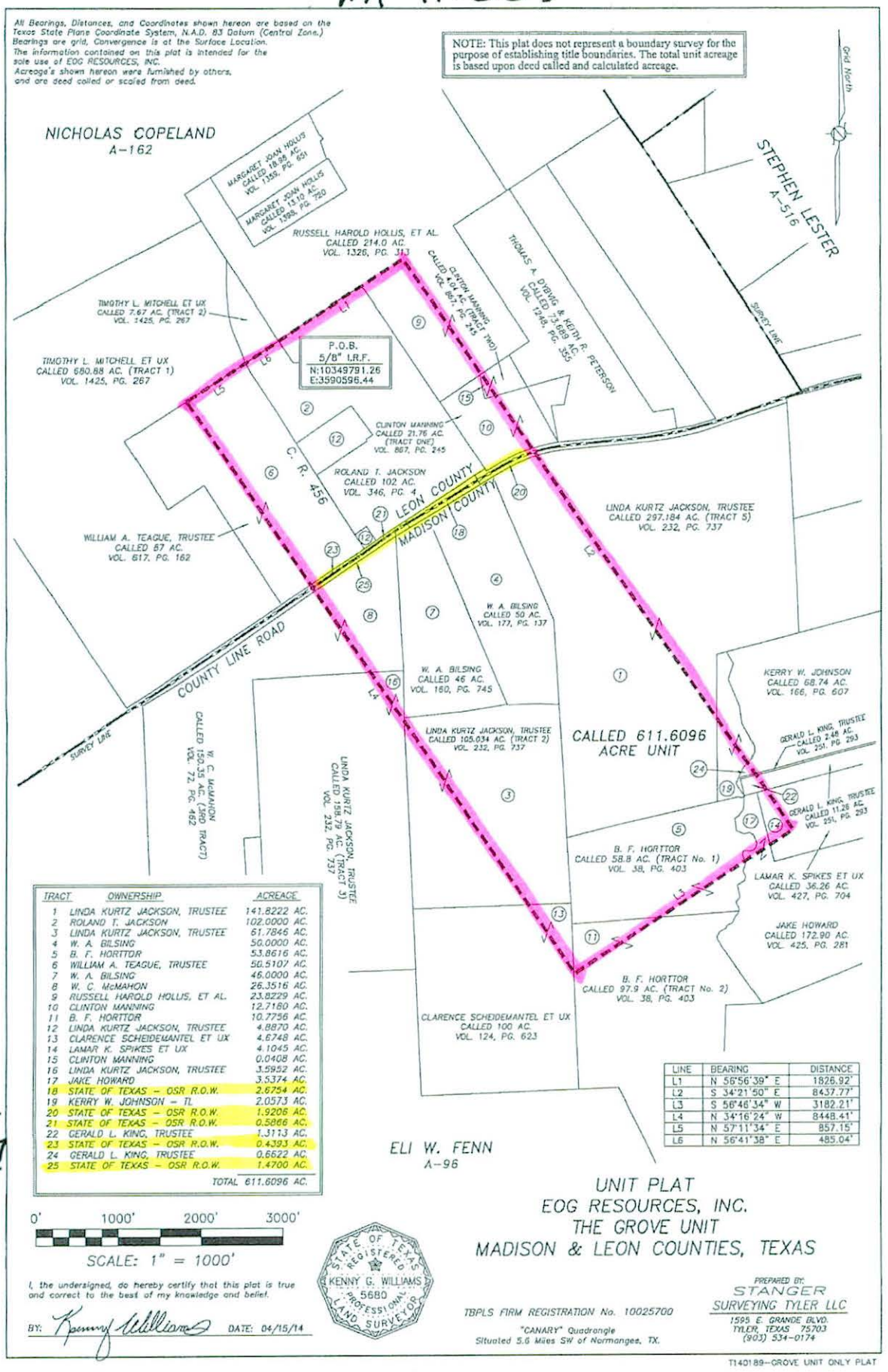
If pooling a Formation(s) please list Formation Name: GEORGETOWN

RRC Field Name(s): AGUILA VADO (EAGLEFORD)

UNIT WELL(S)

API #	4228932130	RRC ID #	05-04079
API #	4228932128	RRC ID #	05-04079
API #	4228932131	RRC ID #	05-04079
API #		RRC ID #	

: Unit 7986 MF115444 MF116207
MF116505



TRACT	OWNERSHIP	ACREAGE
1	LINDA KURTZ JACKSON, TRUSTEE	141.8222 AC.
2	ROLAND T. JACKSON	102.0000 AC.
3	LINDA KURTZ JACKSON, TRUSTEE	61.7846 AC.
4	W. A. BILSING	50.0000 AC.
5	B. F. HORTTOR	53.8616 AC.
6	WILLIAM A. TEAGUE, TRUSTEE	50.5107 AC.
7	W. A. BILSING	46.0000 AC.
8	W. C. McMAHON	26.3516 AC.
9	RUSSELL HAROLD HOLLIS, ET AL.	23.8229 AC.
10	CLINTON MANNING	12.7180 AC.
11	B. F. HORTTOR	10.7756 AC.
12	LINDA KURTZ JACKSON, TRUSTEE	4.8870 AC.
13	CLARENCE SCHEIDEMANTEL ET UX	4.6748 AC.
14	LAMAR K. SPIKES ET UX	4.1045 AC.
15	CLINTON MANNING	0.0408 AC.
16	LINDA KURTZ JACKSON, TRUSTEE	3.5952 AC.
17	JAKE HOWARD	3.5374 AC.
18	STATE OF TEXAS – OSR R.O.W.	2.6754 AC.
19	KERRY W. JOHNSON – TL	2.0573 AC.
20	STATE OF TEXAS – OSR R.O.W.	1.9206 AC.
21	STATE OF TEXAS – OSR R.O.W.	0.5866 AC.
22	GERALD L. KING, TRUSTEE	1.3113 AC.
23	STATE OF TEXAS – OSR R.O.W.	0.4393 AC.
24	GERALD L. KING, TRUSTEE	0.6622 AC.
25	STATE OF TEXAS – OSR R.O.W.	1.4700 AC.
	TOTAL	611.6096 AC.

LINE	BEARING	DISTANCE
L1	N 56°56'39" E	1826.92'
L2	S 34°21'50" E	8437.77'
L3	S 56°46'34" W	3182.21'
L4	N 34°16'24" W	8448.41'
L5	N 57°11'34" E	857.15'
L6	N 56°41'38" E	485.04'

MF115444
MF116207
MF116505

0' 1000' 2000' 3000'
SCALE: 1" = 1000'

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny G. Williams DATE: 04/15/14

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

UNIT PLAT
EOG RESOURCES, INC.
THE GROVE UNIT
MADISON & LEON COUNTIES, TEXAS

TBPLS FIRM REGISTRATION No. 10025700

"CANARY" Quadrangle
Situated 5.6 Miles SW of Normangee, TX.

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

T140189-GROVE UNIT ONLY PLAT

Mary Barnstone

From: Misty McDowell <Misty_McDowell@eogresources.com>
Sent: Monday, June 27, 2016 9:55 AM
To: Mary Barnstone
Subject: FW: MF115444, etc.
Attachments: GOLDEN WAVE AMENDhrow-unit-designation (002).pdf; THE GROVE AMENDhrow-unit-designation (002).pdf

Please find attached the amended Unit Designations for MF 115444

From: Danielle Watson
Sent: Monday, June 27, 2016 9:44 AM
To: Misty McDowell <Misty_McDowell@eogresources.com>
Cc: Janice Cravens <Janice_Cravens@eogresources.com>
Subject: RE: MF115444, etc.

Misty,

Here are the amended HROW. They should all be complete now.

Thanks
Danielle

eog resources

Danielle Watson
Manager Land Admin
Tyler Division

713-651-7068 (desk)
713-651-7069 (fax)
danielle_watson@eogresources.com

From: Misty McDowell
Sent: Thursday, June 23, 2016 10:39 AM
To: Danielle Watson <Danielle_Watson@eogresources.com>
Subject: FW: MF115444, etc.

From: Mary Barnstone [mailto:Mary.Barnstone@GLO.TEXAS.GOV]
Sent: Wednesday, June 22, 2016 5:24 PM
To: Michael Elender <mrelender@gmail.com>
Cc: Misty McDowell <Misty_McDowell@eogresources.com>
Subject: RE: MF115444, etc.

** External email. Use caution.**
Hi Michael,

I received the info on the Golden Wave (and the Sully Unit and the Grove Unit HROW unit Designation forms, plats and DPUS) from Misty McDowell at EOG today and set up all three units.

The Unit Designation form I received from EOG on the Grove did not include **MF116207 and MF116505, but it appears the amended DPU does include it. I will need a corrected HROW Unit designation form.**

Thank you,

mb

From: Michael Elender [mailto:mrelender@gmail.com]
Sent: Wednesday, June 22, 2016 4:56 PM
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Subject: Re: MF115444, etc.

Mary,

EOG recently provided Hawkwood with the attached Unit Agreement Memo. Would this suffice as evidence they filed the requisite form with the GLO for that Unit?

On Mon, Jun 13, 2016 at 11:35 AM, Mary Barnstone <Mary.Barnstone@glo.texas.gov> wrote:

Hi Michael,

I have received nothing from EOG on the Golden Wave Unit. Please have Hawkwood submit the required documents detailed by Mark Adams and I will get the unit set up.

Thank you,

mb

From: Michael Elender [mailto:mrelender@gmail.com]
Sent: Monday, June 13, 2016 11:29 AM
To: Mark Adams <Mark.Adams@GLO.TEXAS.GOV>
Cc: Joy McCauley <Joy.McCauley@GLO.TEXAS.GOV>; Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>; Daryl Morgan <Daryl.Morgan@GLO.TEXAS.GOV>
Subject: Re: MF115444, etc.

Mark,

Thank you for the update on Harriet and all your help. I'll pass this on to our client.

That brings me to a few follow up questions that would be divided between Joy and Mary:

Our client is Hawkwood Energy East Texas, LLC. They recently acquired EOG Resources' Leon and Madison county leasehold and production, which production includes mainly Eagleford assets, but also some Buda.

- Joy - Could you please confirm whether EOG filed with the GLO Unit Designations for the following:

- The Grove Unit (42-289-32128,42-289-32130, 42-289-32131)
- Sully Unit (42-289-32105)
- Ellison Unit (42-313-30977)
- Donaho Unit (42-289-31995)
- Bayou Bengals Unit (42-313-31014)
- Blazek Peters #1 Unit (42-313-30932)
- Blazek Peters Unit (42-313-30937)
- Rea Unit (42-313-30958)

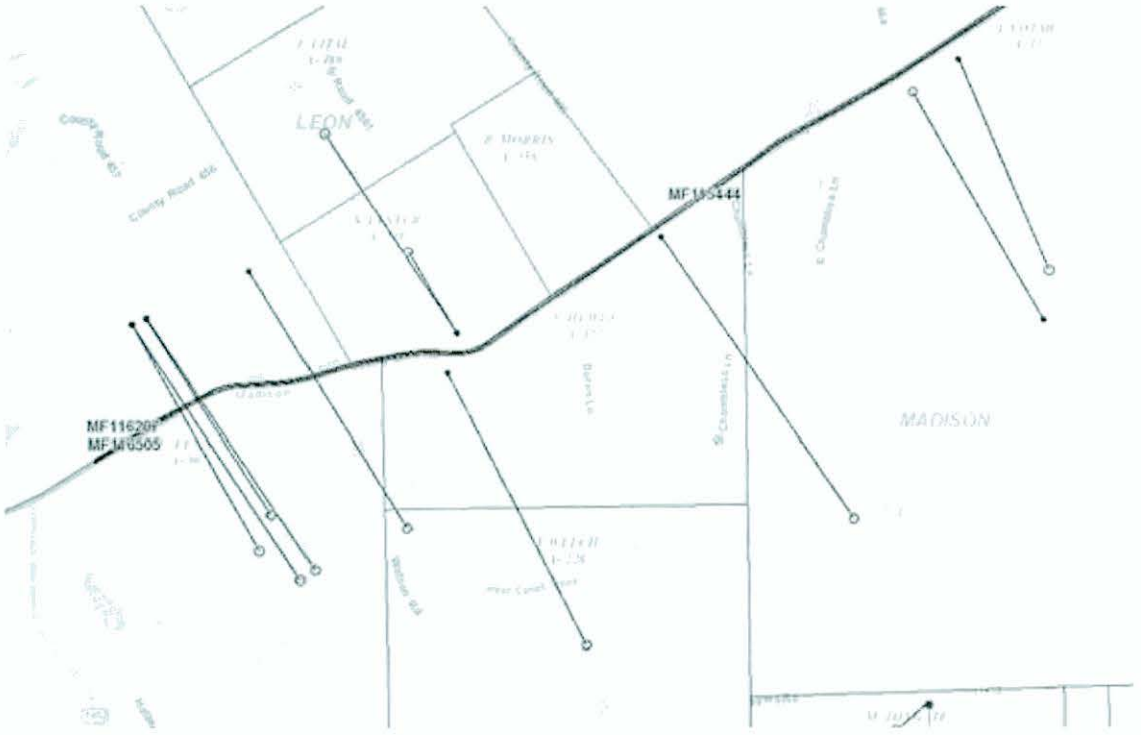
Each of the above are Eagleford Units, which appear to include MF115444, and The Grove Unit additionally includes MF116207 and MF116505.

- Mary - Could could please confirm whether EOG filed the following Unit Designation with the GLO?

- Golden Wave Unit (42-289-32132)

The Golden Wave unit covers the Buda formation, and appears to include MF115444, MF116207, and MF116505.

Snapshot of area from GLO map:



Thanks!

On Mon, Jun 13, 2016 at 10:28 AM, Mark Adams <Mark.Adams@glo.texas.gov> wrote:

Hello Michael. Harriet retired at the end of 2015. Daryl Morgan has replaced her.

You are correct. Because the HROW leases explicitly allow for pooling, School Land Board approval is not required. The GLO will assign the unit number once the required documents and fees are submitted and processed.

You will need to submit the following:

- Completed Highway Right-of-Way Unit Declaration form (http://www.glo.texas.gov/energy-business/oil-gas/mineral-leasing/pooling-psa/forms/hrow-unit-designation.pdf)

- Copy of recorded original Designation of Pooled Unit (DPU), and any/all corrections and amendments.

- Copy of unit plat with State acreage highlighted.

- $500.00 processing fee. (payable to the Commissioner of General Land Office)

If your unit is in the Eagle Ford Shale, your GLO contact will be Joy McCauley (Joy.McCauley@GLO.TEXAS.GOV)

If your unit is outside the Eagle Ford, your GLO contact will be Mary Beth Barnstone (Mary.Barnstone@GLO.TEXAS.GOV)

Feel free to contact me or one of the persons copied on this email with additional questions.

Mark Adams, JD

Energy Resources

Texas General Land Office

512-463-5669

mark.adams@glo.texas.gov

From: Michael Elender [mailto:mrelender@gmail.com]
Sent: Monday, June 13, 2016 10:04 AM
To: Harriet Dunne <harriet.dunne@glo.texas.gov>; Mark Adams <Mark.Adams@GLO.TEXAS.GOV>
Subject: MF115444, etc.

Harriet,

Our client recently acquired a assets in East Texas that included several Highway ROW leases under the following MF#s:

MF115444

MF116207

MF116858

MF116936

MF116938

MF117003

MF117004

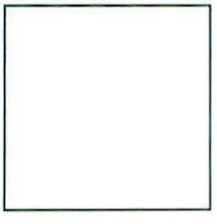
I noticed that the HROW lease form does not contain the same restrictions on pooling that Relinquishment Act or State Fee leases do in regards to applying to the GLO. Because the lease already allows for pooling, ***does the GLO assign Unit numbers once the HROW lease is included in a Unit and the Designation is filed with the GLO?***

Mark, I saw that you were part of correspondence in the lease files regarding these leases, so I included you in case you could help as well.

Thank you

--

Michael R. Elender, CPL



500 Spring Hill Drive, Ste 130

Spring, Texas 77386
Cell: 409-549-2793

Fax: 281-719-8647

Email: MRElender@gmail.com

THIS EMAIL TRANSMISSION IS INTENDED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED, AND MAY CONTAIN PRIVILEGED AND CONFIDENTIAL INFORMATION THAT IS COVERED BY THE ELECTRONIC COMMUNICATIONS PRIVACY ACT (18 USC §§ 2510-2521). IF YOU ARE NOT THE INTENDED RECIPIENT OR AGENT RESPONSIBLE TO DELIVER THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR: PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND/OR EMAIL AND DELETE THE ORIGINAL MESSAGE. THANK YOU

--

Michael R. Elender, CPL

500 Spring Hill Drive, Ste 130

Spring, Texas 77386
Cell: 409-549-2793

Fax: 281-719-8647

Email: MRElender@gmail.com

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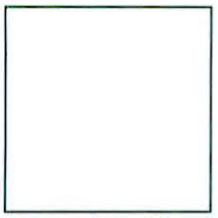
--

Michael R. Elender, CPL



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DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA169156

Unit Number 7986
Operator Name EOG Resources, Inc.
Customer ID C000027065
Unit Name The Grove Unit
County 1 Leon
County 2 Madison
County 3
County 4
Unit type Permanent
State Net Revenue Interest Oil 0.00289887
State Part in Unit 0.01159547
Unit Depth Allow All Depths
From Depth
To Depth

RRC District 1 05
RRC District 2 03
RRC District 3
RRC District 4

Well
Formation
Participation Basis Surface Acreage
If Excluions Apply: See Remarks

Effective Date 11/04/2014
Unitized For Oil And Gas
Unit Term
Old Unit Number *Inactive Status Date*

REVISED

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF115444	18, 20, 21, 23 and 25	7.091900	611.609600	0.01159547	O/G	0.25000000	0.00289887	No

API Number

4228932128, 4228932130, 4228932131

Remarks: HROW Unit

Prepared By:	CMB	*Prepared Date:*	6/22/16
GLO Base Updated By:	CMB	*GLO Base Date:*	6/22/16
RAM Approval By:	JW	*RAM Approval Date:*	6.22.16
GIS By:		*GIS Date:*	
Well Inventory By:	CMB	*WI Date:*	6/22/16

Texas General Land Office
George P. Bush, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

Highway Right-of-Way Unit Designation Form

OPERATOR INFORMATION

Contact Name: MISTY MCDOWELL Phone: (713) 651-2914

Name of Pooled Unit: THE GROVE UNIT

Operator of Pooled Unit: EOG RESOURCES County: LEON & MADISON

EFFECTIVE DATE OF UNIT DECLARATION: 11/04/2014

HROW LEASE(S) IN UNIT

HROW STATE LEASE NO.	LEASE DATE	TERM	HROW ROYALTY	TOTAL ACREAGE IN HROW LEASE	HROW LEASE ACREAGE IN UNIT
MF 115444	07/16/2013	3 YEAR	.25	64.249	7.0919

REVISED

Total HROW Acreage in Unit: 7.0919
Total Private (non-State) Acreage in Unit: 604.5177
Total Unit Acreage: 611.6096

STATE'S ROYALTY REVENUE INTEREST IN UNIT	0.	0	0	2	8	9	8	8	7

Attach a plat showing the pooled unit outline, unit well(s) location, and the HROW lease tracts.

Type of Mineral Pooled: ☑ OIL ☐ GAS ☐ OIL & GAS

Pooled Interval: All Depths ☐ Top Depth: _____ Base Depth: _____

If pooling a Formation(s) please list Formation Name: GEORGETOWN

RRC Field Name(s): AGUILA VADO (EAGLEFORD)

UNIT WELL(S)

API #	4228932130	RRC ID #	05-04079
API #	4228932128	RRC ID #	05-04079
API #	4228932131	RRC ID #	05-04079
API #		RRC ID #	

first production
9/2014

Mary Barnstone

From: Misty McDowell <Misty_McDowell@eogresources.com>
Sent: Monday, June 20, 2016 12:32 PM
To: Mary Barnstone
Cc: Daryl Morgan
Subject: MF115444
Attachments: SULLY UNIT DEC WITH PLAT_MF115444.pdf; GROVE UNIT DEC SUPL AND AMENDED.PDF; GROVE UNIT DEC WITH PLAT_MF115444.pdf; THE GOLDEN WAVE UNIT DEC WITH PLAT_MF115444.pdf

I have assumed responsibilities for the GLO reporting for EOG Resources from LiYing Hsu.

I have received the attached information for MF115444 from our Land Administration department that EOG needs to have set up in order to remit royalty payment to the GLO.

Could you please let me know if there is any additional information you need from EOG in order to review and set up the Unit for this set of wells?

EOG PROPERTY NO	WELL NAME	FIRST PRODUCTION	UNIT DEC NO	EOG LEASE NO	GLO LEASE NO	FRACTION
90268	SULLY UNIT #1H	Dec-13	K0097977	0184651/000	MF115444	.25*7.731/692.528
95500	THE GROVE #2H	Sep-14	K0098087	0184651/000	MF115444	.25*7.0919/611.6096
93461	THE GROVE #1H	Sep-14	K0098087	0184651/000	MF115444	.25*7.0919/611.6096
95501	THE GROVE #3H	Sep-14	K0098087	0184651/000	MF115444	.25*7.0919/611.6096
95502	THE GOLDEN WAVE #1H	Sep-14	K0098125	0184651/000	MF115444	.25*5.1826/456.9637

Thank you,

Misty McDowell, CPA, CMA, MBA
Sr. Accounting Specialist
EOG Resources, Inc
Heritage Plaza
1111 Bagby Sky Lobby 2
Houston, Texas 77002
T: (713) 821-2914
www.eogresources.com

eog resources

TYLER DIVISION

CONTRACT SUMMARY REPORT

CONTRACT NO: K0098087AAA PROSPECT NAME: SWORDFISH PROSPECT

CONTRACT NAME: AMENDMENT & SUPPLEMENT TO UNIT DESIGNATION - THE GROVE UNIT

PARTIES TO AGREEMENT: EOG/ENXP/VOC/VESS

AGREEMENT TYPE: AMENDMENT OR RATIFICATION

CONTRACT DATE: 11/04/2014 EFFECTIVE DATE: 11/04/2014 EXPIRATION DATE:

GROSS ACRES: 611.610 NET ACRES 0.000 EOG WI: 0.92736694

LEGAL DESCRIPTION: 611.6096 ACRES IN THE COUNTIES OF MADISON AND LEON, STATE OF TEXAS

CONTRACT BRIEF: Click here to enter text.

XREF: WELLS: 093461 - THE GROVE #1H, 095500 - THE GROVE #2H, 095501 - THE GROVE #3H, 095502 - THE GOLDEN WAVE #1H

LEASES: 0177625-001, 0177625-002, 0177625-003, 0177799-001, 0177799-002, 0177799-003, 0177799-004, 0177819-001, 0177819-002, 0177819-003, 0177819-004, 0177819-005, 0177819-006, 0177819-007, 0177819-008, 0177819-009, 0177819-010, 0177819-011, 0177819-012, 0177819-013, 0177819-014, 0177819-015, 0177860-001, 0177860-002, 0177860-003, 0177860-004, 0177860-005, 0177860-006, 0177860-007, 0177860-008, 0177860-009, 0177860-010, 0177860-011, 0177860-012, 0177860-013, 0177860-014, 0177956-001, 0177956-002, 0177956-003, 0177956-004, 0177956-005, 0177956-006, 0177956-007, 0177956-008, 0177956-009, 0177956-010, 0177956-011, 0177956-012, 0177956-013, 0177956-014, 0177956-015, 0177956-016, 0177956-017, 0177956-018, 0178025-002, 0178025-003, 0178025-005, 0178025-006, 0178025-007, 0178025-008, 0178027-001, 0178027-002, 0178027-003, 0178027-004, 0178027-005, 0178027-006, 0178090-001, 0178090-002, 0178090-003, 0178163-001, 0178409-056, 0178709-006, 0178709-007, 0178883-001, 0178883-003, 0179114-000, 0179242-001, 0179242-002, 0179244-001, 0184651-000, 0185111-001, 0185111-002, 0185111-003, 0185111-004, 0185111-005, 0185111-006, 0186002-001, 0186002-002, 0186002-003, 0186008-001, 0186008-002, 0186008-003, 0186008-004, 0186008-005

PROSPECTS: SWORDFISH PROSPECT

CONTRACTS:

DIVISION REMARKS: LEON COUNTY RECORDING INFO: 1619/365 MADISON COUNTY RECORDING INFO: 1390/136

LANDMAN: JARED BARDEN LAND TECH: VANESSA HANCOCK

CREATED DATE: 12/03/2014 CREATED BY: Vanessa Hancock

UPDATE DATE: 12/03/2014 UPDATED BY: vkirchner

Doc 00409398 Bk OR Vol 1619 Pg 365

Doc 90343 Bk OR Vol 1390 Pg 136

AMENDMENT AND SUPPLEMENT TO UNIT DESIGNATION
EOG RESOURCES, INC. – THE GROVE UNIT

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTIES OF MADISON & LEON §

WHEREAS, by Unit Designation effective April 15, 2014, recorded in Volume 1326, Page 297 of the Official Records of Madison County, Texas and in Volume 1594, Page 444 of the Official Records of Leon County, Texas, designated THE GROVE UNIT (hereinafter referred to as "Unit Designation").

WHEREAS, **EOG RESOURCES, INC.**, a Delaware Corporation, whose address is P.O. Box 4362, Houston, Texas 77210, **ENERGY & EXPLORATION PARTNERS, LLC**, whose address is Two City Place, Suite 1700, 100 Throckmorton Street, Fort Worth, TX 76102, **VOC BRAZOS ENERGY PARTNERS, II, L.P.**, whose address is 2100 McKinney Avenue, Suite 1750, Dallas, Texas 75201, and **VESS TEXAS PARTNERS II, LLC**, whose address is 2100 McKinney Avenue, Suite 1750, Dallas, Texas 75201 are the present legal and/or equitable owners and holders of the Oil, Gas and Mineral Leases identified and described in Exhibit "A" attached to and incorporated in the Unit Designation, insofar as such Leases cover and include the lands more particularly described in Exhibit "B" and depicted in Exhibit "C" attached to and incorporated in said Unit Designation.

WHEREAS, the undersigned desire to revise, amend, and supplement said Unit Designation.

WHEREAS, the undersigned desire to revise the original EXHIBIT "A" attached to said Unit Designation with the AMENDED EXHIBIT "A" attached hereto.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the premises, the undersigned do hereby revise, amend, and supplement said Unit Designation, which now contains **611.6096** acres, to include and to incorporate the amended exhibits attached hereto captioned AMENDED EXHIBIT "A".

Nothing contained herein shall be construed as altering, amending or affecting said Unit Designation or any of the terms and provisions thereof except as said Unit Designation is expressly amended hereby, but all other terms and provisions of said Unit Designation shall apply to and be construed with the hereby amended terms and provisions in the same manner as if said Unit Designation had been originally written as now amended; and the undersigned do hereby adopt, amend and confirm said Unit Designation as amended hereby and declare that said Unit Designation is in full force and effect in accordance with the terms and provisions contained therein as amended hereby.

This instrument may be executed in one document signed by all of the parties or in separate documents which shall be counterparts hereof. If executed in separate counterparts, all such counterparts when executed by one or more parties shall constitute but one and the same instrument. The failure of one or more parties to execute this instrument or a counterpart hereof shall not in any manner affect the validity and binding effect of the same as to the parties who execute said instrument.

The terms and conditions hereof shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument shall be dated effective as of the 4th day of November, 2014.

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

Doc	Bk	Vol	Pg
00409398	OR	1619	366

LESSEE:

EOG RESOURCES, INC.

Doc	Bk	Vol	Pg
90343	OR	1390	137

By: Ernest J. LaFlure
Ernest J. LaFlure
Vice President and General Manager

ENERGY & EXPLORATION PARTNERS, LLC

By:_____
David Patty,
Executive Vice President, Land & Business Development

VOC BRAZOS ENERGY PARTNERS II, L.P.
By: Vess Texas Partners II, LLC, General Partner

By:_____
Barry N. Hill,
President and Chief Executive Officer

VESS TEXAS PARTNERS II, LLC

By:_____
Barry N. Hill,
President and Chief Executive Officer

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

Doc Bk Vol Pg
00409398 OR 1619 367

LESSEE:

EOG RESOURCES, INC.

Doc Bk Vol Pg
90343 OR 1390 138

By:_____
Ernest J. LaFlure
Vice President and General Manager

ENERGY & EXPLORATION PARTNERS, LLC

By:_____ 75
Chad Galloway
Executive VP – Land

VOC BRAZOS ENERGY PARTNERS II, L.P.
By: Vess Texas Partners II, LLC, General Partner

By:_____
Barry N. Hill,
President and Chief Executive Officer

VESS TEXAS PARTNERS II, LLC

By:_____
Barry N. Hill,
President and Chief Executive Officer

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

LESSEE:

EOG RESOURCES, INC.

By:_____
Ernest J. LaFlure
Vice President and General Manager

ENERGY & EXPLORATION PARTNERS, LLC

By:_____
David Patty,
Executive Vice President, Land & Business Development

VOC BRAZOS ENERGY PARTNERS II, L.P.
By: Vess Texas Partners II, LLC, General Partner

By: B N Hill
Barry N. Hill,
President and Chief Executive Officer

VESS TEXAS PARTNERS II, LLC

By: B N Hill
Barry N. Hill,
President and Chief Executive Officer

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

Doc 00409398 Bk OR Vol 1619 Pg 369

Doc 90343 Bk OR Vol 1390 Pg 140

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this ~~the~~ 4th day of November, 2014, by Ernest J. LaFlure, as Vice President and General Manager of **EOG RESOURCES, INC.**, a Delaware corporation, on behalf of said corporation.

VANESSA MARIE HANCOCK
Notary Public, State of Texas
My Commission Expires
September 17, 2017

Vanessa Marie Hancock
Notary Public in and for the State of Texas

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2014, by David Patty, as Executive Vice President of Land & Business Development of **ENERGY & EXPLORATION PARTNERS, LLC**.

_____
Notary Public in and for the State of _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2014, by Barry N. Hill, as President and Chief Executive Officer of Vess Texas Partners II, LLC, acting in its capacity as General Partner of **VOC BRAZOS ENERGY PARTNERS II, L.P.**, a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for the State of _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2014, by Barry N. Hill, as President and Chief Executive Officer of **VESS TEXAS PARTNERS II, LLC**.

_____
Notary Public in and for the State of _____

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

Doc 00409398 Bk OR Vol 1619 Pg 370

STATE OF TEXAS §

COUNTY OF SMITH §

Doc 90343 Bk OR Vol 1390 Pg 141

This instrument was acknowledged before me on this the ___ day of _____, 2014, by Ernest J. LaFlure, as Vice President and General Manager of **EOG RESOURCES, INC.**, a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

STATE OF Texas §

COUNTY OF Tarrant §

This instrument was acknowledged before me on this 19 day of November, 2014, by Chad Galloway, as Executive VP – Land of **ENERGY & EXPLORATION PARTNERS, LLC.**

SHELBY LLOYD
Notary Public, State of Texas
My Commission Expires
October 09, 2017

Shelby Lloyd
Notary Public in and for the State of Texas

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2014, by Barry N. Hill, as President and Chief Executive Officer of Vess Texas Partners II, LLC, acting in its capacity as General Partner of **VOC BRAZOS ENERGY PARTNERS II, L.P.**, a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for the State of _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2014, by Barry N. Hill, as President and Chief Executive Officer of **VESS TEXAS PARTNERS II, LLC.**

_____
Notary Public in and for the State of _____

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

Doc Bk Vol Pg
00409398 OR 1619 371

Doc Bk Vol Pg
90343 OR 1390 142

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the ___ day of _____, 2014, by Ernest J. LaFlure, as Vice President and General Manager of **EOG RESOURCES, INC.**, a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2014, by David Patty, as Executive Vice President of Land & Business Development of **ENERGY & EXPLORATION PARTNERS, LLC**.

_____
Notary Public in and for the State of _____

STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on this 6th day of November, 2014, by Barry N. Hill, as President and Chief Executive Officer of Vess Texas Partners II, LLC, acting in its capacity as General Partner of **VOC BRAZOS ENERGY PARTNERS II, L.P.**, a Delaware corporation, on behalf of said corporation.

TODD FIDLER
Notary Public, State of Texas
My Commission Expires
June 03, 2018

_____
Notary Public in and for the State of Texas

STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on this 6th day of November, 2014, by Barry N. Hill, as President and Chief Executive Officer of **VESS TEXAS PARTNERS II, LLC**.

TODD FIDLER
Notary Public, State of Texas
My Commission Expires
June 03, 2018

_____
Notary Public in and for the State of Texas

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Copy of Original
Filed in Madison
County Clerk's Office

AMENDED EXHIBIT "A"

Attached to and made a part of that certain Amendment and Supplement to Unit Designation:
EOG RESOURCES, INC. - THE GROVE UNIT

RECORDING REFERENCES ARE TO THE OFFICIAL RECORDS OF MADISON COUNTY, TEXAS AND LEON COUNTY, TEXAS AND ARE MADE HERE FOR ALL PURPOSES.

1. Oil and Gas Lease, dated May 5, 2009 but effective April 25, 2009, between Gibbs Brothers & Company, L.P., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 974, Page 288 of the Official Records of Madison County, Texas.

2. Oil and Gas Lease, dated January 12, 2012 but effective May 4, 2012, between Kerry W. Johnson and wife, Anne C. Johnson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1142, Page 4 of the Official Records of Madison County, Texas.

3. Oil, Gas and Mineral Lease, dated March 26, 2013, between Amy Fulton and Ryan Fulton Trust Created U/W/O, John Roy Fulton, By: Dianne Hess & Eileen Maas, as Co-Trustees, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1252, Page 274 of the Official Records of Madison County, Texas.

4. Oil and Gas Lease, dated February 24, 2011, between Andrea R. Gossett, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 177 of the Official Records of Madison County, Texas.

5. Oil and Gas Lease, dated June 15, 2011, between Cahaba Partnership, LTD., by and through Linda K. Jackson, General Partner, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 508 of the Official Records of Leon County, Texas.

6. Oil and Gas Lease, dated February 15, 2011, between Debbie Schulz Wilson, and husband, Wayne B. Wilson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 179 of the Official Records of Madison County, Texas.

7. Oil and Gas Lease, dated March 3, 2011, between Diane Hess, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 170 of the Official Records of Madison County, Texas.

8. Oil and Gas Lease, dated February 18, 2011, between Donald K. Baker, and wife, Joan Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 187 of the Official Records of Madison County, Texas.

9. Oil and Gas Lease, dated February 10, 2011, between Dorothy Blackman Russell, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 194 of the Official Records of Madison County, Texas.

10. Oil and Gas Lease, dated March 3, 2011, between Eileen Maas, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1097, Page 81 of the Official Records of Madison County, Texas.

11. Oil and Gas Lease, dated February 18, 2011, between Frank J. Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 190 of the Official Records of Madison County, Texas.

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Filed in Madison
County Clerk's Office

12. Oil and Gas Lease, dated September 26, 2011, between Harvey Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1119, Page 7 of the Official Records of Madison County, Texas.

13. Oil and Gas Lease, dated February 24, 2011, between Janet B. Gilbert and husband, Gerald Gilbert, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 192 and re-recorded in Volume 1119, Page 10 of the Official Records of Madison County, Texas.

14. Oil and Gas Lease, dated February 21, 2011, between Jay Schulz and wife, Nicole Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1105, Page 279 of the Official Records of Madison County, Texas.

15. Oil and Gas Lease, dated February 21, 2011, between Jill Alexander Essbaum, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 173 of the Official Records of Madison County, Texas.

16. Oil and Gas Lease, dated February 10, 2011, between Luna Ann Schulz Lassiter, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 183 of the Official Records of Madison County, Texas.

17. Oil and Gas Lease, dated February 24, 2011, between Michael Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1087, Page 274 of the Official Records of Madison County, Texas.

18. Oil and Gas Lease, dated February 15, 2011, between Peggy Schulz Mote, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 181 of the Official Records of Madison County, Texas.

19. Oil and Gas Lease, dated February 10, 2011, between Walter Lee Schulz, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 185 of the Official Records of Madison County, Texas.

20. Oil and Gas Lease, dated March 17, 2011, between Ben Tisinger Beard, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 179 of the Official Records of Madison County, Texas.

21. Oil and Gas Lease, dated March 24, 2011, between Benjamin M. Wagman, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 164 of the Official Records of Madison County, Texas.

22. Oil and Gas Lease, dated March 17, 2011, between Carolyn Moore Lawrence, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 185 of the Official Records of Madison County, Texas.

23. Oil and Gas Lease, dated March 17, 2011, between Charles B. Beard, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 188 of the Official Records of Madison County, Texas.

24. Oil, Gas and Mineral Lease, dated June 10, 2009, but effective July 5, 2009, between Cullen T. Grinnan, and wife, Donna Grinnan, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 42 of the Official Records of Madison County, Texas.

25. Oil, Gas and Mineral Lease, dated June 10, 2009, but effective July 5, 2009, between David S. Grinnan, and wife, Debbie Grinnan, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 38 of the Official Records of Madison County, Texas.

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

26. Oil and Gas Lease, dated March 17, 2011, between Gary Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 167 of the Official Records of Madison County, Texas.

27. Oil, Gas and Mineral Lease, dated September 9, 2013, between George D. Lindsey and wife, Dennie L. Lindsey, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1286, Page 339 of the Official Records of Madison County, Texas.

28. Oil, Gas and Mineral Lease, dated September 9, 2013, between James Rodney Lindsey and wife Peggy Dame Lindsey, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1288, Page 62 of the Official Records of Madison County, Texas.

29. Oil and Gas Lease, dated March 17, 2011, between Jerry Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1087, Page 269 of the Official Records of Madison County, Texas.

30. Oil and Gas Lease, dated March 24, 2011, between Jocelyn M. Wagman, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 167 of the Official Records of Madison County, Texas.

31. Oil, Gas and Mineral Lease, dated September 9, 2013, between Paul Lindsey and wife Gayle H. Lindsey, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1288, Page 60 of the Official Records of Madison County, Texas.

32. Oil and Gas Lease, dated March 17, 2011, between Talmage Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 182 of the Official Records of Madison County, Texas.

33. Oil, Gas and Mineral Lease, dated June 10, 2009, but effective July 5, 2009, between William F. Grinnan, Jr., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 982, Page 209 of the Official Records of Madison County, Texas.

34. Oil and Gas Lease, dated July 7, 2011, between William Nelson Taylor, III, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1114, Page 100 and re-recorded in Volume 1137, Page 76 of the Official Records of Madison County, Texas.

35. Oil, Gas and Mineral Lease, dated April 12, 2013, but effective April 18, 2013, between W.A. Bilsing and wife, Shirley Bilsing, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 1264, Page 157 of the Official Records of Madison County, Texas.

36. Oil, Gas & Mineral Lease, dated August 22, 2010, between Jake Cole Howard, and wife Angelette M. Howard, Jake Cole Howard, Trustee of THE HOWARD 2001 DESCENDANTS TRUST, and Jake Cole Howard as Attorney In Fact for Mable Jean Denman, Virginia Chaney, and Cinda Howard Steubing, Lessor, and Weber Energy, Corporation, Lessee, as referenced in that Memorandum of Oil, Gas and Mineral Lease recorded in Volume 1116, Page 265 of the Official Records of Madison County, Texas.

37. Oil and Gas Lease, dated February 14, 2011, between Betty Jean Garcia (FKA Betty Jean Banik) and husband, Louis Garcia, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1468, Page 891 of the Official Records of Leon County, Texas.

38. Oil, Gas and Mineral Lease, dated March 20, 2013, between Gustavus Holdings, LLC, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1550, Page 252 of the Official Records of Leon County, Texas.

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

39. Oil and Gas Lease, dated February 14, 2011, between Ted A. Banik, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1466, Page 1 of the Official Records of Leon County, Texas.

40. Oil and Gas Lease, dated May 4, 2011, between Carl E. Dowden, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 750 of the Official Records of Leon County, Texas.

41. Oil and Gas Lease, dated June 16, 2011, between Carolyn Sue Warneke, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1481, Page 519 of the Official Records of Leon County, Texas.

42. Oil and Gas Lease, dated May 4, 2011, between Darlene Stephens, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 758 of the Official Records of Leon County, Texas.

43. Oil and Gas Lease, dated June 16, 2011, between Margaret Joan Hollis, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 824 of the Official Records of Leon County, Texas.

44. Oil and Gas Lease, dated June 16, 2011, between Russell Harold Hollis, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 826 of the Official Records of Leon County, Texas.

45. Oil and Gas Lease, dated June 5, 2012, between Sandra Kaye Burns, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1521, Page 635 of the Official Records of Leon County, Texas.

46. Oil and Gas Lease, dated August 18, 2011, between Clinton Manning and wife, Teresa Manning, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1490, Page 38 of the Official Records of Leon County, Texas.

47. Oil and Gas Lease, dated April 27, 2011, between Derwin Gustavus and wife, Edelweiss Gustavus, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1476, Page 630 of the Official Records of Leon County, Texas.

48. Oil and Gas Lease, dated April 27, 2011, between Eunice S. Hibbeler, (aka Eunice Sharp) by Roger Wayne Sharp, her attorney in fact, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 510 of the Official Records of Leon County, Texas.

49. Oil and Gas Lease, dated April 27, 2011, between Zela E. Hodges, individually and as Trustee of the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 548 of the Official Records of Leon County, Texas.

50. Oil, Gas and Mineral Lease, dated March 26, 2013, between Amy Fulton and Ryan Fulton Trust Created U/W/O, John Roy Fulton, By: Dianne Hess & Eileen Maas, as Co-Trustees, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1554, Page 797 of the Official Records of Leon County, Texas.

51. Oil and Gas Lease, dated April 19, 2011, between Andrea R. Gossett, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 526 of the Official Records of Leon County, Texas.

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

52. Oil and Gas Lease, dated April 19, 2011, Debbie Schulz Wilson, and husband Wayne B. Wilson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 522 of the Official Records of Leon County, Texas.

53. Oil and Gas Lease, dated April 19, 2011, between Dianne Hess, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 925 of the Official Records of Leon County, Texas.

54. Oil and Gas Lease, dated April 19, 2011, between Donald K. Baker and wife, Mary Joan Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1473, Page 1 of the Official Records of Leon County, Texas.

55. Oil and Gas Lease, dated April 19, 2011, between Dorothy Blackman Russell, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 923 of the Official Records of Leon County, Texas.

56. Oil, Gas and Mineral Lease, dated April 19, 2011, between Eileen Maas, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 530 of the Official Records of Leon County, Texas.

57. Oil and Gas Lease, dated April 19, 2011, between Frank J. Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1473, Page 3 of the Official Records of Leon County, Texas.

58. Oil and Gas Lease, dated September 26, 2011, between Harvey Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1490, Page 630 of the Official Records of Leon County, Texas.

59. Oil and Gas Lease, dated April 19, 2011, between Janet B. Gilbert and husband, Gerald Gilbert, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 921 of the Official Records of Leon County, Texas.

60. Oil and Gas Lease, dated May 18, 2011, between Jay Schulz and wife, Nicole Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 848 of the Official Records of Leon County, Texas.

61. Oil and Gas Lease, dated May 18, 2011, between Jill Alexander Essbaum, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 528 of the Official Records of Leon County, Texas.

62. Oil and Gas Lease, dated April 19, 2011, between Luna Anne Schulz Lassiter, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1473, Page 5 and a Correction thereof recorded in Volume 1478, Page 506 of the Official Records of Leon County, Texas.

63. Oil and Gas Lease, dated April 19, 2011, between Michael Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 927 of the Official Records of Leon County, Texas.

64. Oil and Gas Lease, dated April 19, 2011, between Peggy Schulz Mote, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 518 of the Official Records of Leon County, Texas.

65. Oil and Gas Lease, dated June 15, 2011, between Virginia Ruth Jackson, by and through Linda K. Jackson, her Attorney-in-Fact, Lessor, Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 850 of the Official Records of Leon County, Texas.

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

66. Oil and Gas Lease, dated April 19, 2011, between Walter Lee Schulz, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 753 of the Official Records of Leon County, Texas.

67. Oil, Gas and Mineral Lease, dated July 6, 2009, between Betty Ann Lewis, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 101 of the Official Records of Madison County, Texas.

68. Oil, Gas and Mineral Lease, dated July 9, 2009, between Clarence Scheidemantel, Jr., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 135 of the Official Records of Madison County, Texas.

69. Oil, Gas and Mineral Lease, dated July 6, 2009, between David C. Elmendorf and wife, Mamie E. Elmendorf, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 51 of the Official Records of Madison County, Texas.

70. Oil, Gas and Mineral Lease, dated April 17, 2009, between Jeanette K. Goodman, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 974, Page 296 of the Official Records of Madison County, Texas.

71. Oil, Gas and Mineral Lease, dated April 17, 2009, but effective April 28, 2009, between Joan D. Sclater, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 974, Page 251 of the Official Records of Madison County, Texas.

72. Oil, Gas and Mineral Lease, dated May 30, 2006, between K.M. Fagin Oil Trust, Lessor, and Terra Source, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 823, Page 126 of the Official Records of Madison County, Texas.

73. Oil, Gas and Mineral Lease, dated June 1, 2009, between Lamar K. Spikes, and wife, Sondra D. Spikes, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 982, Page 199 of the Official Records of Madison County, Texas.

74. Oil and Gas Lease, dated November 8, 2011, between Donald Drew Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 857 of the Official Records of Leon County, Texas.

75. Oil and Gas Lease dated July 1, 2011, between Joy Bellush, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 818 of the Official Records of Leon County, Texas, with said instruments being corrected by that certain Correction Paid Up Oil and Gas Lease and that certain Corrected Memorandum of Oil and Gas Lease, the latter of which has been recorded in Volume 1572, Page 832 of the Official Records of Leon County, Texas.

76. Oil and Gas Lease, dated June 7, 2011, between Maxine Laningham Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1481, Page 524 of the Official Records of Leon County, Texas.

77. Oil and Gas Lease, dated November 8, 2011, between Robert Jeremy Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 859 of the Official Records of Leon County, Texas.

78. Oil and Gas Lease, dated November 8, 2011, between Rodney Jason Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 855 of the Official Records of Leon County, Texas.

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

79. Oil, Gas and Mineral Lease, dated September 18, 2013, between Stephen Edward Edmundson, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1574, Page 14 of the Official Records of Leon County, Texas.

80. Oil and Gas Lease, dated March 15, 2011, between Carolyn C. Reed, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 177 of the Official Records of Madison County, Texas.

81. Oil, Gas and Mineral Lease, dated July 9, 2009, between Glenn Airlie Laidlaw, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 70 of the Official Records of Madison County, Texas.

82. Oil and Gas Lease, dated March 15, 2011, between Jeanne Fortson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 173 of the Official Records of Madison County, Texas.

83. Oil and Gas Lease, dated March 14, 2011, between Katherine L. Palmer, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 175 of the Official Records of Madison County, Texas.

84. Oil, Gas and Mineral Lease, dated July 9, 2009, between Leslye Van Name Laidlaw Fleer, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 73 of the Official Records of Madison County, Texas.

85. Oil and Gas Lease, dated March 15, 2011, between Mayo Paul Crum, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 175 of the Official Records of Madison County, Texas.

86. Oil, Gas and Mineral Lease, dated July 9, 2009, between Peri Laidlaw Elliott, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 987, Page 207 of the Official Records of Madison County, Texas.

87. Oil, Gas and Mineral Lease, dated July 9, 2009, between Wendye Laidlaw Mickel, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 67 of the Official Records of Madison County, Texas.

88. Oil, Gas and Mineral Lease, dated July 9, 2009, between William J. Laidlaw, III, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 64 of the Official Records of Madison County, Texas.

89. Oil and Gas Lease, dated March 15, 2011, between Mayo Paul Crum, Jr., Trustee for the William Robert Crum Trust, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1087, Page 272 of the Official Records of Madison County, Texas.

90. Oil and Gas Lease, dated July 16, 2013, between the Commissioner of the General Land Office of the State of Texas, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1277, Page 38 of the Official Records of Madison County, Texas, and also being recorded in Volume 1570, Page 75 of the Official Records of Leon County, Texas.

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64.2499

91. Oil, Gas and Mineral Lease, dated July 21, 2009, between Carlysle H. Marbach, and wife, Nita F. Marbach, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil Oil, Gas and Mineral Lease recorded in Volume 992, Page 332 of the Official Records of Madison County, Texas.

92. Oil, Gas and Mineral Lease, dated June 1, 2009, between Joe N. Spikes, and wife, Patricia Spikes, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 978, Page 56 of the Official Records of Madison County, Texas.

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

93. Oil and Gas Lease, dated July 21, 2010, between Grayfore Partners, LP, Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1042, Page 249 of the Official Records of Madison County, Texas.

94. Oil and Gas Lease, dated July 21, 2010, between Tara Lewis and Calvin Lewis, Co-Trustee's of the Gwinn McMahan Lewis Investment Trust, Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1042, Page 251 of the Official Records of Madison County, Texas.

95. Oil and Gas Lease, dated July 14, 2010, between The Betty T. Johnston Marital Trust, Paul M. Harwick, W. Grant Mathews, and Betty T. Johnston, Trustees, Lessor, and Chesapeake Exploration, LLC, Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1042, Page 261 of the Official Records of Madison County, Texas.

96. Oil and Gas Lease, dated July 28, 2010, between VA Johnston, Ltd., Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1042, Page 265 of the Official Records of Madison County, Texas.

97. Oil and Gas Lease, dated July 21, 2010, between Thomas V. McMahan, Trustee of The Thomas V. McMahan 1966 Trust, Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1043, Page 212 of the Official Records of Madison County, Texas.

98. Oil and Gas Lease, dated August 11, 2010, between William Rogers, Lessor, and Chesapeake Exploration, LLC, Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1047, Page 104 of the Official Records of Madison County, Texas.

99. Oil and Gas Lease, dated August 24, 2010, between The Eula May Johnston Trust, Bank of America, N.A., Trustee, Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1047, Page 112 of the Official Records of Madison County, Texas.

100. Oil and Gas Lease, dated February 4, 2014, between the Commissioner of the General Land Office of the State of Texas, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1591, Page 133 of the Official Records of Leon County, Texas.

MF 116207
1.41

101. Oil, Gas and Mineral Lease, dated March 19, 2014, between Edelweiss Gustavus, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 153 of the Official Records of Leon County, Texas.

102. Oil, Gas and Mineral Lease, dated March 17, 2014, between Shirley Richards, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 149 of the Official Records of Leon County, Texas.

103. Oil, Gas and Mineral Lease, dated March 19, 2014, between Wayne Sharp, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 155 of the Official Records of Leon County, Texas.

104. Oil, Gas and Mineral Lease, dated March 20, 2014, between Hal B. Sharp, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 147 of the Official Records of Leon County, Texas.

105. Oil, Gas and Mineral Lease, dated March 20, 2014, between Zela E. Hodges, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 151 of the Official Records of Leon County, Texas.

106. Oil, Gas and Mineral Lease, dated May 6, 2014, between the State of Texas, Lessor, and Energy & Exploration Partners, LLC, Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1335, Page 19 of the Official Records of Madison County, Texas.

MF 116505
1.4272

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

Doc	Bk	Vol	Pg
00409398	OR	1619	380

107. Oil, Gas and Mineral Lease, dated June 10, 2014, between Tim Mitchell and wife, Margie K. Mitchell, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1601, Page 54 of the Official Records of Leon County, Texas.

Doc	Bk	Vol	Pg
90343	OR	1390	151

END OF EXHIBIT "A"

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 90343

Amount: 86.00

Receipt Number: 16669

Vol: 1390 Page: 136

Recorded: Nov 26,2014 at 11:18A

By,
Julia Bazan, Deputy

Filed for Record in: Leon County
On: Nov 26,2014 at 10:37A
As a Recordings
Document Number: 00409398
Amount:$ 75.00
Receipt Number: 136759
By, Pat Jalufka

STATE OF TEXAS
COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Nov 26,2014
Christie Wakefield, Leon County Clerk
Leon County

STATE OF TEXAS
COUNTY OF MADISON
I, Charlotte Barrett, County Clerk of Madison County, Texas do hereby certify that the foregoing is a true and correct copy of the original record and as same appears on record
Official Public Record Record Vol. 1390
Page(s) 136-151 in Madison County, Texas.
Given under my hand and seal of office on this day of
November 24 20 14

By _____ Deputy

Julia Bazan

EOG Field Land Office
4/5SX7840

eog resources

TYLER DIVISION

CONTRACT SUMMARY REPORT

CONTRACT NO: K0098087AAA PROSPECT NAME: SWORDFISH PROSPECT

CONTRACT NAME: DECLARATION OF POOLED UNIT - THE GROVE

PARTIES TO AGREEMENT: EOG/ENXP/VOC/VESS

AGREEMENT TYPE: POOLING & UNIT DECLARATION

CONTRACT DATE: 04/15/2014 EFFECTIVE DATE: 04/15/2014 EXPIRATION DATE:

GROSS ACRES: 611.610 NET ACRES 0.000 EOG WI: 0.92736694

LEGAL DESCRIPTION: 611.6096 ACRES IN THE COUNTIES OF MADISON AND LEON, STATE OF TEXAS

CONTRACT BRIEF: Click here to enter text.

XREF: WELLS: 093461 - THE GROVE #1H, 095500 - THE GROVE #2H, 095501 - THE GROVE #3H, 095502 - THE GOLDEN WAVE #1H

LEASES: 0177625-001, 0177625-002, 0177625-003, 0177799-001, 0177799-002, 0177799-003, 0177799-004, 0177819-001, 0177819-002, 0177819-003, 0177819-004, 0177819-005, 0177819-006, 0177819-007, 0177819-008, 0177819-009, 0177819-010, 0177819-011, 0177819-012, 0177819-013, 0177819-014, 0177819-015, 0177860-001, 0177860-002, 0177860-003, 0177860-004, 0177860-005, 0177860-006, 0177860-007, 0177860-008, 0177860-009, 0177860-010, 0177860-011, 0177860-012, 0177860-013, 0177860-014, 0177956-001, 0177956-002, 0177956-003, 0177956-004, 0177956-005, 0177956-006, 0177956-007, 0177956-008, 0177956-009, 0177956-010, 0177956-011, 0177956-012, 0177956-013, 0177956-014, 0177956-015, 0177956-016, 0177956-017, 0177956-018, 0178025-002, 0178025-003, 0178025-005, 0178025-006, 0178025-007, 0178025-008, 0178027-001, 0178027-002, 0178027-003, 0178027-004, 0178027-005, 0178027-006, 0178090-001, 0178090-002, 0178090-003, 0178163-001, 0178709-006, 0178709-007, 0178883-001, 0178883-003, 0179114-000, 0179242-001, 0179242-002, 0179244-001, 0184651-000, 0185111-001, 0185111-002, 0185111-003, 0185111-004, 0185111-005, 0185111-006, 0186002-001, 0186002-002, 0186002-003, 0186008-001, 0186008-002, 0186008-003, 0186008-004, 0186008-005

PROSPECTS: SWORDFISH PROSPECT

CONTRACTS:

DIVISION REMARKS: LEON COUNTY RECORDING INFO: 1594/444 - MADISON COUNTY RECORDING INFO: 1326/297

LANDMAN: MICHAEL BROOKS LAND TECH: VANESSA HANCOCK

CREATED DATE: 04/16/2014 CREATED BY: Vanessa Hancock

UPDATE DATE: 05/27/2014 UPDATED BY: vkirchner

DECLARATION OF POOLED UNIT

EOG RESOURCES, INC. – THE GROVE UNIT

STATE OF TEXAS

COUNTIES OF MADISON & LEON

That **EOG RESOURCES, INC.**, a Delaware Corporation, whose address is P.O. Box 4362, Houston, Texas 77210, **ENERGY & EXPLORATION PARTNERS, LLC.**, whose address is at Two City Place, Suite 1700, 100 Throckmorton Street, Fort Worth, TX 76102, **VESS TEXAS PARTNERS II, LLC.**, whose address is 2100 McKinney Avenue, Suite 1750, Dallas, Texas 75201 and **VOC BRAZOS ENERGY PARTNERS II, L.P.**, whose address is 2100 McKinney Avenue, Suite 1750, Dallas, Texas 75201 (hereinafter collectively referred to as "Lessee") are the present Lessee and owner of all or a part of the oil and gas leasehold estate created under those oil, gas and mineral leases referred to or described in Exhibit "A", which exhibit is attached to and incorporated by reference (collectively referred to as the "Leases"). Each of the Leases authorizes the Lessee to pool, unitize, or combine all or a portion of the lands covered by the Leases with other lands, or leases to form a Pooled Unit for the exploration, development, and production of oil, gas, and other hydrocarbons from the lands covered by the Leases or pooled therewith. The pooling, unitization, and combination of the Leases to form a Pooled Unit as, described below, is necessary and proper to prudently develop and/or operate the Leases.

IN CONSIDERATION OF THE PREMISES, and pursuant to and in accordance with the terms and provisions of the Leases and the authority granted thereby, the undersigned Lessee pools, unitizes, and combines (a) the Leases, including all renewals, extensions, ratifications, and amendments of the Leases, (b) the lands covered by the Leases, (c) the mineral and/or royalty estates in the lands subject to the Leases, and (d) the overriding royalty interests in the Leases and lands described on Exhibits "A" and "B" which the undersigned Lessee has the authority to pool, into a unit for the exploration, development, and production of oil, gas, and other hydrocarbons, INSOFAR ONLY as the foregoing cover and include the land described on Exhibit "B" and depicted on Exhibit "C" (hereafter referred to as the "Pooled Unit"), which is named the THE GROVE UNIT and shall be deemed to contain 611.6096 acres.

Production from the Pooled Unit shall be allocated proportionately among all of the tracts within the Pooled Unit in the proportion which the number of surface acres in each tract bears to the total number of surface acres in the Pooled Unit. From and after the Effective Date of this Declaration of Pooled Unit, production from or operations on any part of the Pooled Unit shall be deemed to be production from or operations on each of Leases sufficient to maintain the Leases in force and effect in accordance with the terms thereof. If at any time any tract of land or interest within the Pooled Unit is not properly pooled or unitized by this Declaration, or is not committed to the Pooled Unit for any reason, such fact shall not affect, terminate, impair, or otherwise invalidate the Pooled Unit as to any other interest which would otherwise be properly pooled or unitized by this Declaration.

In the event the undersigned, as of the effective date of this Declaration, owns any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to in this Declaration which cover lands within the lands described on Exhibit "B", or any interest for which ratification of the Pooled Unit created by this Declaration is necessary, those interests are hereby pooled and combined into the Pooled Unit, without the necessity of specifically enumerating such interest or interests or the specific land which they cover or in which they are held.

The undersigned Lessee expressly reserves the right, from time to time, to amend this Declaration of Pooled Unit, and its terms and provisions, and to change the size and area of and interests covered by the Pooled Unit, including, without limitation, the power: (i) to change, reduce, enlarge, or extend the size or configuration of the unit area; (ii) to include any other formation or formations and any other mineral or minerals in, under, or produced from the Pooled Unit, all in accordance with the terms and provisions of the Leases; (iii) to include in the Pooled Unit or in any amendments thereto, oil, gas, and mineral leases, or interests in the lands described, covering interests in the Pooled Unit area, which are secured or obtained subsequent to the Effective date of this Declaration, or prior to the Effective date of this Declaration and not included or described in this Declaration; and, (iv) to include in the Pooled Unit or in any amendments thereto, any interests in the Pooled Unit which are not otherwise included. The Pooled Unit may be dissolved or terminated by the undersigned Lessee at any time or for any reason by an instrument filed in the official real property records of the county in which the Pooled Unit is located.

This Declaration of Pooled Unit shall be binding on the heirs, representatives, successors and assigns, as applicable, of the undersigned Lessee and of the Lessors in the Leases identified in Exhibit "A" and of each mineral and/or royalty owner whose interest is pooled hereby.

The Pooled Unit created by this Declaration shall be effective as of the date provided for below and shall remain in force as long as oil, gas or other hydrocarbons are being produced from the Pooled Unit, or so long as the Pooled Unit Leases are maintained in force and effect by payment or tender of shut-in royalties or by any other means in the manner provided for under the terms of the Leases.

This Declaration of Pooled Unit may be executed in multiple counterparts, no one of which need be executed by all the Parties hereto. Each Party hereby authorizes the removal of the signature pages and reassembly of the same into a single document composed of one copy of the substantive portion of the Declaration attached to the multiple, separately executed pages of the signatures. This Declaration of Pooled Unit is executed as of the dates of the acknowledgments below.

IN WITNESS WHEREOF, this instrument shall be dated effective as of the 15th day of April, 2014

LESSEE:

EOG RESOURCES, INC.

By: _____
Ernest J. LaFlure
Vice President and General Manager

ENERGY & EXPLORATION PARTNERS, LLC.

By: _____
David Patty
Executive Vice President, Land & Business Development

VOC BRAZOS ENERGY PARTNERS II, L.P.
By: Vess Texas Partners II, LLC.
Its General Partner

By: _____
Barry N. Hill
President and Chief Executive Officer

VESS TEXAS PARTNERS II, LLC.

By: _____
Barry N. Hill
President and Chief Executive Officer

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the 15th day of April, 2014, by Ernest J. LaFlure, as Vice President and General Manager of **EOG RESOURCES, INC.**, a Delaware corporation, on behalf of said corporation.

Judy Ann Pond
Notary Public in and for the State of Texas

My commission expires:

JUDY ANN POND
Notary Public, State of Texas
My Commission Expires
September 01, 2017

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 2014, by David Patty, as Executive Vice President, Land & Business Development of **ENERGY & EXPLORATION PARTNERS, LLC.**

_____
Notary Public in and for the State of _____

My commission expires:

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2014, by Barry N. Hill, President and Chief Executive Officer of Vess Texas Partners II, LLC acting in its capacity as general partner of VOC Brazos Energy Partners II, L.P., and acting in his capacity as President and Chief Executive Officer of Vess Texas Partners II, LLC.

_____
Notary Public in and for the State of _____

My commission expires:

EXHIBIT "A"
Attached to and made a part of that certain Declaration of Pooled Unit:
EOG RESOURCES, INC. – THE GROVE UNIT.

RECORDING REFERENCES ARE TO THE OFFICIAL RECORDS OF MADISON COUNTY, TEXAS AND LEON COUNTY, TEXAS AND ARE MADE HERE FOR ALL PURPOSES:

1. Oil and Gas Lease, dated May 5, 2009 but effective April 25, 2009, between Gibbs Brothers & Company, L.P., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 974, Page 288 of the Official Records of Madison County, Texas.

2. Oil and Gas Lease, dated January 12, 2012 but effective May 4, 2012, between Kerry W. Johnson and wife, Anne C. Johnson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1142, Page 4 of the Official Records of Madison County, Texas.

3. Oil, Gas and Mineral Lease, dated March 26, 2013, between Amy Fulton and Ryan Fulton Trust Created U/W/O, John Roy Fulton, By: Dianne Hess & Eileen Maas, as Co-Trustees, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1252, Page 274 of the Official Records of Madison County, Texas.

4. Oil and Gas Lease, dated February 24, 2011, between Andrea R. Gossett, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 177 of the Official Records of Madison County, Texas.

5. Oil and Gas Lease, dated June 15, 2011, between Cahaba Partnership, LTD., by and through Linda K. Jackson, General Partner, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 508 of the Official Records of Leon County, Texas.

6. Oil and Gas Lease, dated February 15, 2011, between Debbie Schulz Wilson, and husband, Wayne B. Wilson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 179 of the Official Records of Madison County, Texas.

7. Oil and Gas Lease, dated March 3, 2011, between Diane Hess, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 170 of the Official Records of Madison County, Texas.

8. Oil and Gas Lease, dated February 18, 2011, between Donald K. Baker, and wife, Joan Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 187 of the Official Records of Madison County, Texas.

9. Oil and Gas Lease, dated February 10, 2011, between Dorothy Blackman Russell, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 194 of the Official Records of Madison County, Texas.

10. Oil and Gas Lease, dated March 3, 2011, between Eileen Maas, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1097, Page 81 of the Official Records of Madison County, Texas.

11. Oil and Gas Lease, dated February 18, 2011, between Frank J. Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 190 of the Official Records of Madison County, Texas.

12. Oil and Gas Lease, dated September 26, 2011, between Harvey Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1119, Page 7 of the Official Records of Madison County, Texas.

13. Oil and Gas Lease, dated February 24, 2011, between Janet B. Gilbert and husband, Gerald Gilbert, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 192 and re-recorded in Volume 1119, Page 10 of the Official Records of Madison County, Texas.

14. Oil and Gas Lease, dated February 21, 2011, between Jay Schulz and wife, Nicole Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1105, Page 279 of the Official Records of Madison County, Texas.

15. Oil and Gas Lease, dated February 21, 2011, between Jill Alexander Essbaum, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 173 of the Official Records of Madison County, Texas.

16. Oil and Gas Lease, dated February 10, 2011, between Luna Ann Schulz Lassiter, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 183 of the Official Records of Madison County, Texas.

17. Oil and Gas Lease, dated February 24, 2011, between Michael Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1087, Page 274 of the Official Records of Madison County, Texas.

18. Oil and Gas Lease, dated February 15, 2011, between Peggy Schulz Mote, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 181 of the Official Records of Madison County, Texas.

19. Oil and Gas Lease, dated February 10, 2011, between Walter Lee Schulz, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 185 of the Official Records of Madison County, Texas.

20. Oil and Gas Lease, dated March 17, 2011, between Ben Tisinger Beard, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 179 of the Official Records of Madison County, Texas.

21. Oil and Gas Lease, dated March 24, 2011, between Benjamin M. Wagman, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 164 of the Official Records of Madison County, Texas.

22. Oil and Gas Lease, dated March 17, 2011, between Carolyn Moore Lawrence, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 185 of the Official Records of Madison County, Texas.

23. Oil and Gas Lease, dated March 17, 2011, between Charles B. Beard, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 188 of the Official Records of Madison County, Texas.

24. Oil, Gas and Mineral Lease, dated June 10, 2009, but effective July 5, 2009, between Cullen T. Grinnan, and wife, Donna Grinnan, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 42 of the Official Records of Madison County, Texas.

25. Oil, Gas and Mineral Lease, dated June 10, 2009, but effective July 5, 2009, between David S. Grinnan, and wife, Debbie Grinnan, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 38 of the Official Records of Madison County, Texas.

26. Oil and Gas Lease, dated March 17, 2011, between Gary Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 167 of the Official Records of Madison County, Texas.

27. Oil, Gas and Mineral Lease, dated September 9, 2013, between George D. Lindsey and wife, Dennie L. Lindsey, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1286, Page 339 of the Official Records of Madison County, Texas.

28. Oil, Gas and Mineral Lease, dated September 9, 2013, between James Rodney Lindsey and wife Peggy Dame Lindsey, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1288, Page 62 of the Official Records of Madison County, Texas.

29. Oil and Gas Lease, dated March 17, 2011, between Jerry Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1087, Page 269 of the Official Records of Madison County, Texas.

30. Oil and Gas Lease, dated March 24, 2011, between Jocelyn M. Wagman, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 167 of the Official Records of Madison County, Texas.

31. Oil, Gas and Mineral Lease, dated September 9, 2013, between Paul Lindsey and wife Gayle H. Lindsey, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1288, Page 60 of the Official Records of Madison County, Texas.

32. Oil and Gas Lease, dated March 17, 2011, between Talmage Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 182 of the Official Records of Madison County, Texas.

33. Oil, Gas and Mineral Lease, dated June 10, 2009, but effective July 5, 2009, between William F. Grinnan, Jr., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 982, Page 209 of the Official Records of Madison County, Texas.

34. Oil and Gas Lease, dated July 7, 2011, between William Nelson Taylor, III, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1114, Page 100 and re-recorded in Volume 1137, Page 76 of the Official Records of Madison County, Texas.

35. Oil, Gas and Mineral Lease, dated April 12, 2013, but effective April 18, 2013, between W.A. Bilsing and wife, Shirley Bilsing, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 1264, Page 157 of the Official Records of Madison County, Texas.

36. Oil, Gas & Mineral Lease, dated August 22, 2010, between Jake Cole Howard, and wife Angelette M. Howard, Jake Cole Howard, Trustee of THE HOWARD 2001 DESCENDANTS TRUST, and Jake Cole Howard as Attorney In Fact for Mable Jean Denman, Virginia Chaney, and Cinda Howard Steubing, Lessor, and Weber Energy, Corporation, Lessee, as referenced in that Memorandum of Oil, Gas and Mineral Lease recorded in Volume 1116, Page 265 of the Official Records of Madison County, Texas.

37. Oil and Gas Lease, dated February 14, 2011, between Betty Jean Garcia (FKA Betty Jean Banik) and husband, Louis Garcia, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1468, Page 891 of the Official Records of Leon County, Texas.

38. Oil, Gas and Mineral Lease, dated March 20, 2013, between Gustavus Holdings, LLC, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1550, Page 252 of the Official Records of Leon County, Texas.

39. Oil and Gas Lease, dated February 14, 2011, between Ted A. Banik, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1466, Page 1 of the Official Records of Leon County, Texas.

40. Oil and Gas Lease, dated May 4, 2011, between Carl E. Dowden, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 750 of the Official Records of Leon County, Texas.

41. Oil and Gas Lease, dated June 16, 2011, between Carolyn Sue Warneke, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1481, Page 519 of the Official Records of Leon County, Texas.

42. Oil and Gas Lease, dated May 4, 2011, between Darlene Stephens, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 758 of the Official Records of Leon County, Texas.

43. Oil and Gas Lease, dated June 16, 2011, between Margaret Joan Hollis, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 824 of the Official Records of Leon County, Texas.

44. Oil and Gas Lease, dated June 16, 2011, between Russell Harold Hollis, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 826 of the Official Records of Leon County, Texas.

45. Oil and Gas Lease, dated June 5, 2012, between Sandra Kaye Burns, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1521, Page 635 of the Official Records of Leon County, Texas.

46. Oil and Gas Lease, dated August 18, 2011, between Clinton Manning and wife, Teresa Manning, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1490, Page 38 of the Official Records of Leon County, Texas.

47. Oil and Gas Lease, dated April 27, 2011, between Derwin Gustavus and wife, Edelweiss Gustavus, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1476, Page 630 of the Official Records of Leon County, Texas.

48. Oil and Gas Lease, dated April 27, 2011, between Eunice S. Hibbeler, (aka Eunice Sharp) by Roger Wayne Sharp, her attorney in fact, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 510 of the Official Records of Leon County, Texas.

49. Oil and Gas Lease, dated April 27, 2011, between Zela E. Hodges, individually and as Trustee of the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 548 of the Official Records of Leon County, Texas.

50. Oil, Gas and Mineral Lease, dated March 26, 2013, between Amy Fulton and Ryan Fulton Trust Created U/W/O, John Roy Fulton, By: Dianne Hess & Eileen Maas, as Co-Trustees, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1554, Page 797 of the Official Records of Leon County, Texas.

51. Oil and Gas Lease, dated April 19, 2011, between Andrea R. Gossett, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 526 of the Official Records of Leon County, Texas.

52. Oil and Gas Lease, dated April 19, 2011, Debbie Schulz Wilson, and husband Wayne B. Wilson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 522 of the Official Records of Leon County, Texas.

53. Oil and Gas Lease, dated April 19, 2011, between Dianne Hess, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 925 of the Official Records of Leon County, Texas.

54. Oil and Gas Lease, dated April 19, 2011, between Donald K. Baker and wife, Mary Joan Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1473, Page 1 of the Official Records of Leon County, Texas.

55. Oil and Gas Lease, dated April 19, 2011, between Dorothy Blackman Russell, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 923 of the Official Records of Leon County, Texas.

56. Oil, Gas and Mineral Lease, dated April 19, 2011, between Eileen Maas, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 530 of the Official Records of Leon County, Texas.

57. Oil and Gas Lease, dated April 19, 2011, between Frank J. Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1473, Page 3 of the Official Records of Leon County, Texas.

58. Oil and Gas Lease, dated September 26, 2011, between Harvey Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1490, Page 630 of the Official Records of Leon County, Texas.

59. Oil and Gas Lease, dated April 19, 2011, between Janet B. Gilbert and husband, Gerald Gilbert, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 921 of the Official Records of Leon County, Texas.

60. Oil and Gas Lease, dated May 18, 2011, between Jay Schulz and wife, Nicole Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 848 of the Official Records of Leon County, Texas.

61. Oil and Gas Lease, dated May 18, 2011, between Jill Alexander Essbaum, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 528 of the Official Records of Leon County, Texas.

62. Oil and Gas Lease, dated April 19, 2011, between Luna Anne Schulz Lassiter, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1473, Page 5 and a Correction thereof recorded in Volume 1478, Page 506 of the Official Records of Leon County, Texas.

63. Oil and Gas Lease, dated April 19, 2011, between Michael Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 927 of the Official Records of Leon County, Texas.

64. Oil and Gas Lease, dated April 19, 2011, between Peggy Schulz Mote, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 518 of the Official Records of Leon County, Texas.

65. Oil and Gas Lease, dated June 15, 2011, between Virginia Ruth Jackson, by and through Linda K. Jackson, her Attorney-in-Fact, Lessor, Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 850 of the Official Records of Leon County, Texas.

66. Oil and Gas Lease, dated April 19, 2011, between Walter Lee Schulz, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 753 of the Official Records of Leon County, Texas.

67. Oil, Gas and Mineral Lease, dated July 6, 2009, between Betty Ann Lewis, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 101 of the Official Records of Madison County, Texas.

68. Oil, Gas and Mineral Lease, dated July 9, 2009, between Clarence Scheidemantel, Jr., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 135 of the Official Records of Madison County, Texas.

69. Oil, Gas and Mineral Lease, dated July 6, 2009, between David C. Elmendorf and wife, Mamie E. Elmendorf, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 51 of the Official Records of Madison County, Texas.

70. Oil, Gas and Mineral Lease, dated April 17, 2009, between Jeanette K. Goodman, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 974, Page 296 of the Official Records of Madison County, Texas.

71. Oil, Gas and Mineral Lease, dated April 17, 2009, but effective April 28, 2009, between Joan D. Sclater, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 974, Page 251 of the Official Records of Madison County, Texas.

72. Oil, Gas and Mineral Lease, dated May 30, 2006, between K.M. Fagin Oil Trust, Lessor, and Terra Source, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 823, Page 126 of the Official Records of Madison County, Texas.

73. Oil, Gas and Mineral Lease, dated June 1, 2009, between Lamar K. Spikes, and wife, Sondra D. Spikes, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 982, Page 199 of the Official Records of Madison County, Texas.

74. Oil and Gas Lease, dated November 8, 2011, between Donald Drew Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 857 of the Official Records of Leon County, Texas.

75. Oil and Gas Lease dated July 1, 2011, between Joy Bellush, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 818 of the Official Records of Leon County, Texas, with said instruments being corrected by that certain Correction Paid Up Oil and Gas Lease and that certain Corrected Memorandum of Oil and Gas Lease, the latter of which has been recorded in Volume 1572, Page 832 of the Official Records of Leon County, Texas.

76. Oil and Gas Lease, dated June 7, 2011, between Maxine Laningham Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1481, Page 524 of the Official Records of Leon County, Texas.

77. Oil and Gas Lease, dated November 8, 2011, between Robert Jeremy Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 859 of the Official Records of Leon County, Texas.

78. Oil and Gas Lease, dated November 8, 2011, between Rodney Jason Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 855 of the Official Records of Leon County, Texas.

79. Oil, Gas and Mineral Lease, dated September 18, 2013, between Stephen Edward Edmundson, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1574, Page 14 of the Official Records of Leon County, Texas.

80. Oil and Gas Lease, dated March 15, 2011, between Carolyn C. Reed, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 177 of the Official Records of Madison County, Texas.

81. Oil, Gas and Mineral Lease, dated July 9, 2009, between Glenn Airlie Laidlaw, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 70 of the Official Records of Madison County, Texas.

82. Oil and Gas Lease, dated March 15, 2011, between Jeanne Fortson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 173 of the Official Records of Madison County, Texas.

83. Oil and Gas Lease, dated March 14, 2011, between Katherine L. Palmer, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 175 of the Official Records of Madison County, Texas.

84. Oil, Gas and Mineral Lease, dated July 9, 2009, between Leslye Van Name Laidlaw Fleer, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 73 of the Official Records of Madison County, Texas.

85. Oil and Gas Lease, dated March 15, 2011, between Mayo Paul Crum, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 175 of the Official Records of Madison County, Texas.

86. Oil, Gas and Mineral Lease, dated July 9, 2009, between Peri Laidlaw Elliott, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 987, Page 207 of the Official Records of Madison County, Texas.

87. Oil, Gas and Mineral Lease, dated July 9, 2009, between Wendye Laidlaw Mickel, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 67 of the Official Records of Madison County, Texas.

88. Oil, Gas and Mineral Lease, dated July 9, 2009, between William J. Laidlaw, III, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 64 of the Official Records of Madison County, Texas.

89. Oil and Gas Lease, dated March 15, 2011, between Mayo Paul Crum, Jr., Trustee for the William Robert Crum Trust, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1087, Page 272 of the Official Records of Madison County, Texas.

90. Oil and Gas Lease, dated July 16, 2013, between the Commissioner of the General Land Office of the State of Texas, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1277, Page 38 of the Official Records of Madison County, Texas, and also being recorded in Volume 1570, Page 75 of the Official Records of Leon County, Texas.

91. Oil, Gas and Mineral Lease, dated July 21, 2009, between Carlysle H. Marbach, and wife, Nita F. Marbach, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil Oil, Gas and Mineral Lease recorded in Volume 992, Page 332 of the Official Records of Madison County, Texas.

92. Oil, Gas and Mineral Lease, dated June 1, 2009, between Joe N. Spikes, and wife, Patricia Spikes, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 978, Page 56 of the Official Records of Madison County, Texas.

93. Oil and Gas Lease, dated July 21, 2010, between Grayfore Partners, LP, Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1042, Page 249 of the Official Records of Madison County, Texas.

94. Oil and Gas Lease, dated July 21, 2010, between Tara Lewis and Calvin Lewis, Co-Trustee's of the Gwinn McMahan Lewis Investment Trust, Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1042, Page 251 of the Official Records of Madison County, Texas.

95. Oil and Gas Lease, dated July 14, 2010, between The Betty T. Johnston Marital Trust, Paul M. Harwick, W. Grant Mathews, and Betty T. Johnston, Trustees, Lessor, and Chesapeake Exploration, LLC, Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1042, Page 261 of the Official Records of Madison County, Texas.

96. Oil and Gas Lease, dated July 28, 2010, between VA Johnston, Ltd., Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1042, Page 265 of the Official Records of Madison County, Texas.

97. Oil and Gas Lease, dated July 21, 2010, between Thomas V. McMahan, Trustee of The Thomas V. McMahan 1966 Trust, Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1043, Page 212 of the Official Records of Madison County, Texas.

98. Oil and Gas Lease, dated August 11, 2010, between William Rogers, Lessor, and Chesapeake Exploration, LLC, Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1047, Page 104 of the Official Records of Madison County, Texas.

99. Oil and Gas Lease, dated August 24, 2010, between The Eula May Johnston Trust, Bank of America, N.A., Trustee, Lessor, and Chesapeake Exploration, L.L.C., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1047, Page 112 of the Official Records of Madison County, Texas.

100. Oil and Gas Lease, dated February 4, 2014, between the Commissioner of the General Land Office of the State of Texas, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1591, Page 133 of the Official Records of Leon County, Texas.

101. Oil, Gas and Mineral Lease, dated March 19, 2014, between Edelweiss Gustavus, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 153 of the Official Records of Leon County, Texas.

102. Oil, Gas and Mineral Lease, dated March 17, 2014, between Shirley Richards, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 149 of the Official Records of Leon County, Texas.

103. Oil, Gas and Mineral Lease, dated March 19, 2014, between Wayne Sharp, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 155 of the Official Records of Leon County, Texas.

104. Oil, Gas and Mineral Lease, dated March 20, 2014, between Hal B. Sharp, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 147 of the Official Records of Leon County, Texas.

105. Oil, Gas and Mineral Lease, dated March 20, 2014, between Zela E. Hodges, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 151 of the Official Records of Leon County, Texas.

END OF EXHIBIT "A"

EXHIBIT "B"
Attached to and made a part of that certain Declaration of Pooled Unit:
EOG RESOURCES, INC. – THE GROVE UNIT.

NICHOLAS COPELAND SURVEY, ABSTRACT NO. 162
ELI W. FENN SURVEY, ABSTRACT NO. 96
LEON & MADISON COUNTY, TEXAS

THE GROVE #1H UNIT
METES AND BOUNDS DESCRIPTION FOR A
CALLED 611.6096 ACRE UNIT

BEING a called 611.6096 acre unit situated in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, the Eli W. Fenn Survey, Abstract 96, Madison County, Texas. **Tract No. 1 – 141.8222 acres**, being a part of that certain Linda Kurtz Jackson, Trustee, called 297.184 acre tract (Tract 5), recorded in Volume 232, Page 737. **Tract No. 2 – 102.0000 acres**, being a part of that certain Roland T. Jackson, called 102 acre tract, recorded in Volume 346, Page 4. **Tract No. 3 – 61.7846 acres**, being a part of that certain Linda Kurtz Jackson, Trustee, called 105.034 acre tract, recorded in Volume 232, Page 737. **Tract No. 4 – 50.0000 acres**, being a part of that certain W.A. Bilsing, called 50 acre tract, recorded in Volume 177, Page 137. **Tract No. 5 – 53.8616 acres**, being a part of that certain F. Horttor, called 58.8 acre tract (Tract 1), recorded in Volume 38, Page 403. **Tract No. 6 – 50.5107 acres**, being a part of that certain William A. Teague, Trustee, called 87 acre tract, recorded in Volume 617, Page 162. **Tract No. 7 – 46.0000 acres**, being a part of that certain W.A. Bilsing, called 46 acre tract, recorded in Volume 160, Page 745. **Tract No. 8 – 26.3516 acres**, being a part of that certain W.C. McMahon, called 150.35 acre tract (3rd Tract), recorded in Volume 72, Page 462. **Tract No. 9 – 23.8229 acres**, being a part of that certain Russell Harold Hollis, et al., called 214.0 acre tract, recorded in Volume 1326, Page 313. **Tract No. 10 – 12.7180 acres**, being a part of that certain Clinton Manning, called 21.76 acre tract (Tract One), recorded in Volume 867, Page 245. **Tract No. 11 – 10.7756 acres**, being a part of that certain B.F. Horttor, called 97.9 acre tract (Tract 2), recorded in Volume 38, Page 403. **Tract No. 12 – 4.8870 acres**, being a part of that certain Linda Kurtz Jackson, Trustee, called 102 acre tract, recorded in Volume 346, Page 04. **Tract No. 13 – 4.6748 acres**, being a part of that certain Clarence Scheidemantel et ux, called 100 acre tract, recorded in Volume 124, Page 623. **Tract No. 14 – 4.1045 acres**, being a part of that certain Lamar K. Spikes et ux, called 36.26 acre tract, recorded in Volume 427, Page 704. **Tract No. 15 – 0.0408 acres**, being a part of that certain Clinton Manning, called 4.04 acre tract (Tract Two), recorded in Volume 867, Page 245. **Tract No. 16 – 3.5952 acres**, being a part of that certain Linda Kurtz Jackson, Trustee, called 158.79 acre tract (Tract 3), recorded in Volume 232, Page 737. **Tract No. 17 – 3.5374 acres**, being a part of that certain Jake Howard, called 172.90 acre tract, recorded in Volume 425, Page 281. **Tract No. 18 – 2.6754 acres**, being a part of that certain The State of Texas tract (Texas State Highway OSR R.O.W.). **Tract No. 19 – 2.0573 acres**, being a part of that certain Kerry W. Johnson - TL, called 2 acre tract, recorded in Volume 53, Page 263. **Tract No. 20 – 1.9206 acres**, being a part of that certain The State of Texas tract (Texas State Highway OSR R.O.W.). **Tract No. 21 – 0.5866 acres**, being a part of that certain The State of Texas tract (Texas State Highway OSR R.O.W.). **Tract No. 22 – 1.3113 acres**, being a part of that certain Gerald L. King, Trustee, called 11.26 acre tract, recorded in Volume 251, Page 293. **Tract No. 23 – 0.4393 acres**, being a part of that certain The State of Texas tract (Texas State Highway OSR R.O.W.). **Tract No. 24 – 0.6622 acres**, being a part of that certain Gerald L. King, Trustee, called 2.48 acre tract, recorded in Volume 251, Page 293.
Tract No. 25 – 1.4700 acres, being a part of that certain The State of Texas tract (Texas State Highway OSR R.O.W.). Said called 611.6096 acre unit to be more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod (found) in the north boundary line of the above referenced Roland T. Jackson, called 102 acre tract, being at the most westerly southwest corner of the above referenced Russell Harold Hollis, et al., called 214.0 acre tract, and being at the southeast corner of that certain Timothy L. Mitchell et ux, called 7.67 acre tract (Tract 2), recorded in Volume 1425, Page 267;

THENCE North 56° 56' 39" East, with the north boundary line of said 102 acre tract, with an interior boundary line of said 214.0 acre tract, for a distance of 1,826.92 feet, to a point for corner;

THENCE South 34° 21' 50" East, for a distance of 8,437.77 feet, to a point for corner;

THENCE South 56° 46' 34" West, for a distance of 3,182.21 feet, to a point for corner;

THENCE North 34° 16' 24" West, for a distance of 8,448.41 feet, to a point for corner in the northwest boundary line of the above referenced William A. Teague, Trustee, called 87 acre tract and being in the southeast boundary line of that certain Timothy L. Mitchell et ux, called 680.88 acre tract (Tract 1), recorded in Volume 1425, Page 267;

THENCE North 57° 11' 34" East, with the northwest boundary line of said 87 acre tract, with the southeast boundary line of said 680.88 acre tract, for a distance of 857.15 feet, to a point for corner at the northeast corner of said 87 acre tract, being at the southeast corner of said 680.88 acre tract, being at the southwest corner of said 7.67 acre tract, and being at the northwest corner of said 102 acre tract;

THENCE North 56° 41' 38" East, with the south boundary line of said 7.67 acre tract, with the north boundary line of said 102 acre tract, for a distance of 485.04 feet, back to the place of beginning of said **called 611.6096 acre unit**.

This description does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

Bearings are based on the Texas Coordinate System, Central Zone, North American datum of 1983 (1996 adjustment) as determined from GPS observations/NGS OPUS solutions.

I, Kenny G. Williams, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from an actual survey made on the ground under my supervision during the month of April, 2014.

GIVEN UNDER MY HAND AND SEAL, this the 15th day of April, 2014.

Kenny G. Williams
Registered Professional
Land Surveyor No. 5680

T140189 – THE GROVE #1H UNIT DESCRIPTION

END OF EXHIBIT "B"

EXHIBIT "C"
Attached to and made a part of that certain Declaration of Pooled Unit:
EOG RESOURCES, INC. – THE GROVE UNIT.

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THIS IS ADDED
FOR
SCANNING PURPOSES
ONLY

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THIS IS ADDED
FOR
SCANNING PURPOSES
ONLY

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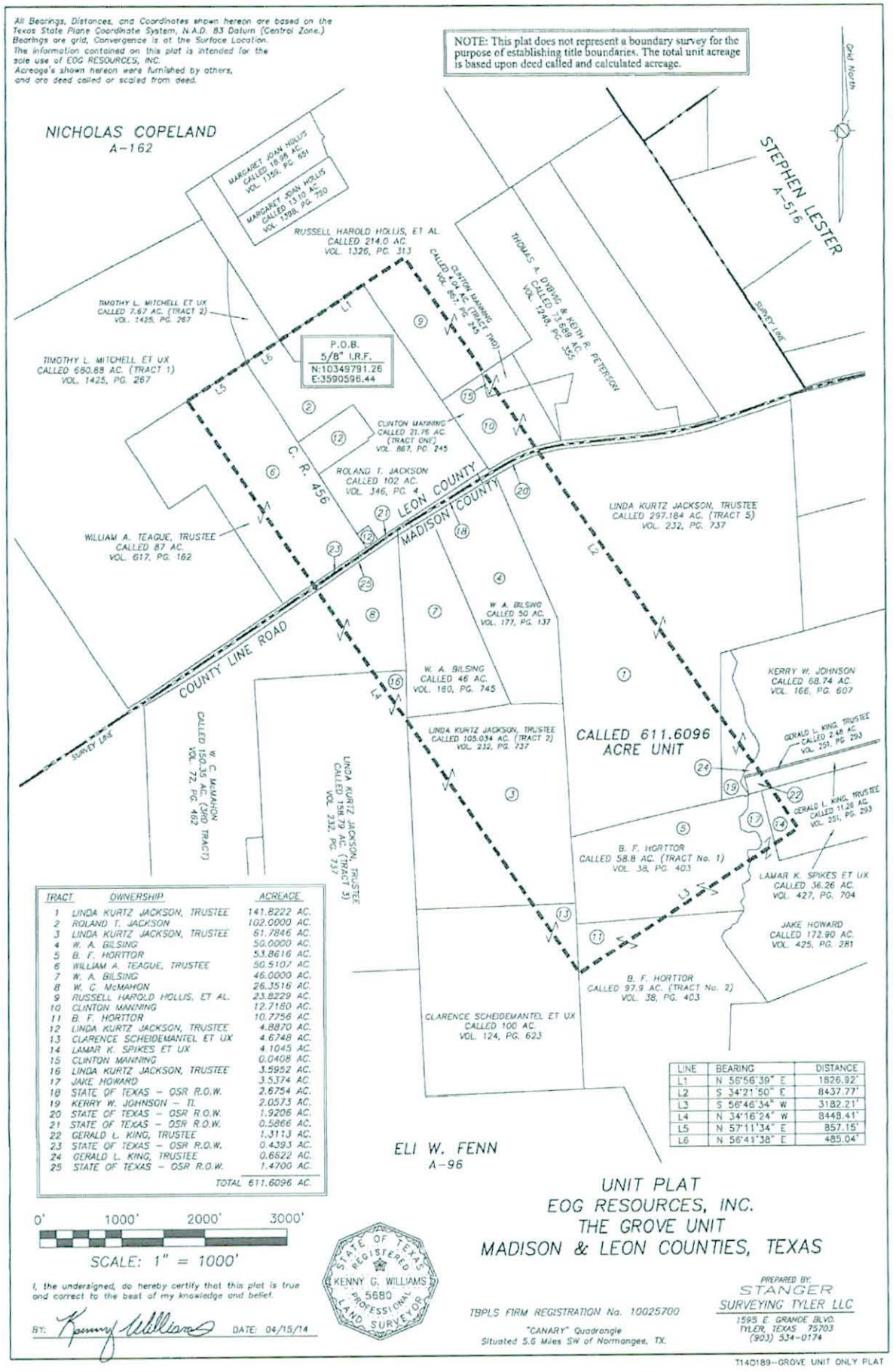
(Plat shown on following page)



TRACT	OWNERSHIP	ACREAGE
1	LINDA KURTZ JACKSON, TRUSTEE	141.8222 AC.
2	ROLAND T. JACKSON	102.0000 AC.
3	LINDA KURTZ JACKSON, TRUSTEE	61.7846 AC.
4	W. A. BILSING	50.0000 AC.
5	B. F. HORTTOR	53.8616 AC.
6	WILLIAM A. TEAGUE, TRUSTEE	50.5107 AC.
7	W. A. BILSING	46.0000 AC.
8	W. C. McMAHON	26.3516 AC.
9	RUSSELL HAROLD HOLLIS, ET AL.	23.8229 AC.
10	CLINTON MANNING	12.7180 AC.
11	B. F. HORTTOR	10.7756 AC.
12	LINDA KURTZ JACKSON, TRUSTEE	4.8870 AC.
13	CLARENCE SCHEIDEMANTEL ET UX	4.6748 AC.
14	LAMAR K. SPIKES ET UX	4.1045 AC.
15	CLINTON MANNING	0.0408 AC.
16	LINDA KURTZ JACKSON, TRUSTEE	3.5952 AC.
17	JAKE HOWARD	3.5374 AC.
18	STATE OF TEXAS - OSR R.O.W.	2.6754 AC.
19	KERRY W. JOHNSON - TL	2.0573 AC.
20	STATE OF TEXAS - OSR R.O.W.	1.9206 AC.
21	STATE OF TEXAS - OSR R.O.W.	0.5866 AC.
22	GERALD L. KING, TRUSTEE	1.3113 AC.
23	STATE OF TEXAS - OSR R.O.W.	0.4393 AC.
24	GERALD L. KING, TRUSTEE	0.6622 AC.
25	STATE OF TEXAS - OSR R.O.W.	1.4700 AC.
	TOTAL	611.6096 AC.

LINE	BEARING	DISTANCE
L1	N 56°56'39" E	1826.92'
L2	S 34°21'50" E	8437.77'
L3	S 56°46'34" W	3182.21'
L4	N 34°16'24" W	8448.41'
L5	N 57°11'34" E	857.15'
L6	N 56°41'38" E	485.04'

0' 1000' 2000' 3000'

SCALE: 1" = 1000'

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny G. Williams DATE: 04/15/14

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

UNIT PLAT
EOG RESOURCES, INC.
THE GROVE UNIT
MADISON & LEON COUNTIES, TEXAS

TBPLS FIRM REGISTRATION No. 10025700

"CANARY" Quadrangle
Situated 5.6 Miles SW of Normangee, TX.

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

T140189--GROVE UNIT ONLY PLAT

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THIS IS ADDED
FOR
SCANNING PURPOSES
ONLY

****

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THIS IS ADDED
FOR
SCANNING PURPOSES
ONLY

****

END OF EXHIBIT "C"

EOG Resources Inc.
6101 S. Broadway Suite 200
Tyler, Tx 75703
Attention Jared Barden

(10)

File No. MF 115444

Leon/Madison County

Unit 7986 Designation

Date Filed: 6/27/16

George P. Bush, Commissioner

By MBBarcastone

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA169157

Unit Number	*7987*				
Operator Name	*EOG Resources, Inc.*			*Effective Date*	*11/01/2013*
Customer ID	*C000027065*			*Unitized For*	*Oil And Gas*
Unit Name	*Sully Unit*			*Unit Term*	
County 1	*Leon*	*RRC District 1*	*05*	*Old Unit Number*	*Inactive Status Date*
County 2	*Madison*	*RRC District 2*	*03*		
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.00279086*			
State Part in Unit		*0.01116345*			
Unit Depth	*Allow All Depths*	*Well*			
From Depth		*Formation*			
To Depth		*Participation Basis*	*Surface Acreage*		
		If Exclusions Apply: See Remarks			

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*O/G*	*Lease Royalty*	*NRI of Lease in Unit*	*Royalty Rate Reduction Clause*
MF115444	16	7.731000	692.528000	0.01116345	O/G	0.25000000	0.00279086	No

API Number

4228932105

Remarks: HROW Unit

Prepared By:	MB	*Prepared Date:*	6/22/16
GLO Base Updated By:	MB	*GLO Base Date:*	6/22/16
RAM Approval By:	SW	*RAM Approval Date:*	6·22·16
GIS By:		*GIS Date:*	
Well Inventory By:	MB	*WI Date:*	6/22/16

Texas General Land Office
George P. Bush, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

Highway Right-of-Way Unit Designation Form

OPERATOR INFORMATION

Contact Name: MISTY MCDOWELL Phone: (713) 651-2914

Name of Pooled Unit: SULLY UNIT

Operator of Pooled Unit: EOG RESOURCES County: LEON & MADISON

EFFECTIVE DATE OF UNIT DECLARATION: 11/01/2013

HROW LEASE(S) IN UNIT

HROW STATE LEASE NO.	LEASE DATE	TERM	HROW ROYALTY	TOTAL ACREAGE IN HROW LEASE	HROW LEASE ACREAGE IN UNIT
MF 115444	07/16/2013	3 YEAR	.25	64.249	7.731

Total HROW Acreage in Unit: 7.731
Total Private (non-State) Acreage in Unit: 684.797
Total Unit Acreage: 692.528

STATE'S ROYALTY REVENUE INTEREST IN UNIT	0.	0	0	2	7	9	0	8	6

Attach a plat showing the pooled unit outline, unit well(s) location, and the HROW lease tracts.

Type of Mineral Pooled: ☑ OIL ☐ GAS ☐ OIL & GAS

Pooled Interval: All Depths ☐ Top Depth: _____ Base Depth: _____

If pooling a Formation(s) please list Formation Name: GEORGETOWN

RRC Field Name(s): AGUILA VADO (EAGLEFORD)

UNIT WELL(S)

API #	422893210500	RRC ID #	05-04037
API #		RRC ID #	
API #		RRC ID #	
API #		RRC ID #	

first production
12/2013

Unit 7987

MF 115444

Doc 84479 Bk OR Vol 1303 Pg 182

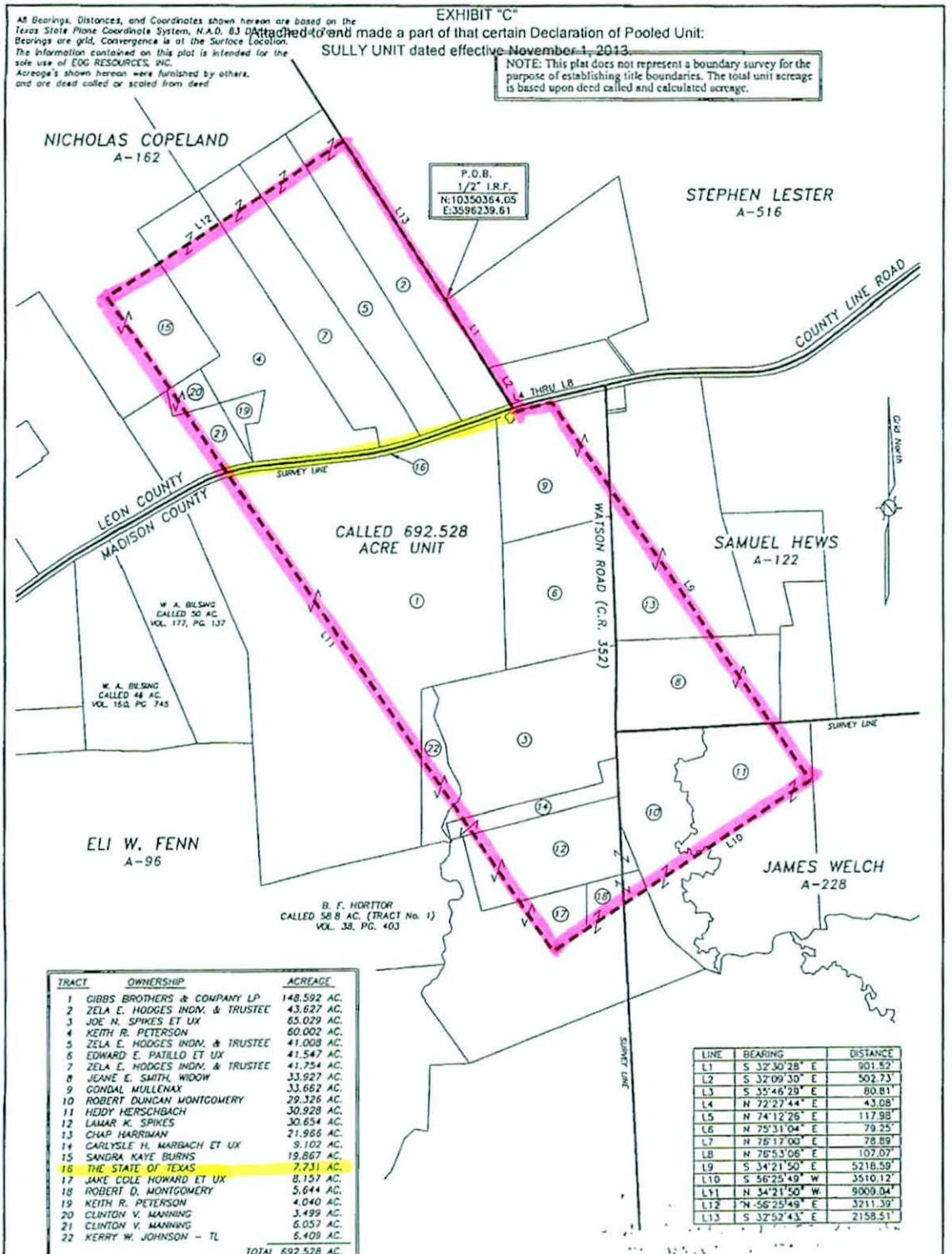
Doc 00402123 Bk OR Vol 1583 Pg 297

EXHIBIT "C"

Attached to and made a part of that certain Declaration of Pooled Unit:
SULLY UNIT dated effective November 1, 2013.

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 83 Datum. Grid Bearings are grid, Convergence is at the Surface Location. The information contained on this plat is intended for the sole use of EOG RESOURCES, INC. Acreage's shown hereon were furnished by others, and are deed called or scaled from deed

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called and calculated acreage.



TRACT	OWNERSHIP	ACREAGE
1	GIBBS BROTHERS & COMPANY LP	148.592 AC.
2	ZELA E. HODGES INDIV. & TRUSTEE	43.627 AC.
3	JOE N. SPIKES ET UX	65.029 AC.
4	KEITH R. PETERSON	60.002 AC.
5	ZELA E. HODGES INDIV. & TRUSTEE	41.008 AC.
6	EDWARD E. PATILLO ET UX	41.547 AC.
7	ZELA E. HODGES INDIV. & TRUSTEE	41.754 AC.
8	JEANE E. SMITH, WIDOW	33.927 AC.
9	GONDAL MULLENAX	33.662 AC.
10	ROBERT DUNCAN MONTGOMERY	29.326 AC.
11	HEIDY HERSCHBACH	30.928 AC.
12	LAMAR K. SPIKES	30.654 AC.
13	CHAP HARRIMAN	21.966 AC.
14	CARLYSLE H. MARBACH ET UX	9.102 AC.
15	SANDRA KAYE BURNS	19.867 AC.
16	THE STATE OF TEXAS	7.731 AC.
17	JAKE COLE HOWARD ET UX	8.157 AC.
18	ROBERT D. MONTGOMERY	5.644 AC.
19	KEITH R. PETERSON	4.040 AC.
20	CLINTON V. MANNING	3.499 AC.
21	CLINTON V. MANNING	6.057 AC.
22	KERRY W. JOHNSON - TL	5.409 AC.
	TOTAL	692.528 AC.

LINE	BEARING	DISTANCE
L1	S 32°30'28" E	901.52'
L2	S 32°09'30" E	502.73'
L3	S 35°46'29" E	80.81'
L4	N 72°27'44" E	43.08'
L5	N 74°12'26" E	117.98'
L6	N 75°31'04" E	79.25'
L7	N 76°17'00" E	78.89'
L8	N 76°53'06" E	107.07'
L9	S 34°21'50" E	5218.59'
L10	S 56°25'49" W	3510.12'
L11	N 34°21'50" W	9009.04'
L12	N 56°25'49" E	3211.39'
L13	S 32°52'43" E	2158.51'

0' 1000' 2000' 3000'

SCALE: 1" = 1000'

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams DATE: 10/04/13

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

UNIT PLAT
EOG RESOURCES, INC.
SULLY UNIT
MADISON & LEON COUNTIES, TEXAS

TBPLS FIRM REGISTRATION No. 10025700

"CANARY" Quadrangle
Situated 4.9 Miles WSW of Normangee, TX

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

1925/05

T130521-SULLY 8H UNIT ONLY PLAT (LARGE UNIT)

MF 115444

Mary Barnstone

From: Misty McDowell <Misty_McDowell@eogresources.com>
Sent: Monday, June 20, 2016 12:32 PM
To: Mary Barnstone
Cc: Daryl Morgan
Subject: MF115444
Attachments: SULLY UNIT DEC WITH PLAT_MF115444.pdf; GROVE UNIT DEC SUPL AND AMENDED.PDF; GROVE UNIT DEC WITH PLAT_MF115444.pdf; THE GOLDEN WAVE UNIT DEC WITH PLAT_MF115444.pdf

I have assumed responsibilities for the GLO reporting for EOG Resources from LiYing Hsu.

I have received the attached information for MF115444 from our Land Administration department that EOG needs to have set up in order to remit royalty payment to the GLO.

Could you please let me know if there is any additional information you need from EOG in order to review and set up the Unit for this set of wells?

EOG PROPERTY NO	WELL NAME	FIRST PRODUCTION	UNIT DEC NO	EOG LEASE NO	GLO LEASE NO	FRACTION
90268	SULLY UNIT #1H	Dec-13	K0097977	0184651/000	MF115444	.25*7.731/692.528
95500	THE GROVE #2H	Sep-14	K0098087	0184651/000	MF115444	.25*7.0919/611.6096
93461	THE GROVE #1H	Sep-14	K0098087	0184651/000	MF115444	.25*7.0919/611.6096
95501	THE GROVE #3H	Sep-14	K0098087	0184651/000	MF115444	.25*7.0919/611.6096
95502	THE GOLDEN WAVE #1H	Sep-14	K0098125	0184651/000	MF115444	.25*5.1826/456.9637

Thank you,

Misty McDowell, CPA, CMA, MBA
Sr. Accounting Specialist
EOG Resources, Inc
Heritage Plaza
1111 Bagby Sky Lobby 2
Houston, Texas 77002
T: (713) 821-2914
www.eogresources.com

eog resources

TYLER DIVISION

CONTRACT SUMMARY REPORT

CONTRACT NO: K0097977 PROSPECT NAME: SWORDFISH PROSPECT

CONTRACT NAME: DECLARATION OF POOLED UNIT - SULLY

PARTIES TO AGREEMENT: EOG/ETOG/ENERVEST

AGREEMENT TYPE: POOLING & UNIT DECLARATION

CONTRACT DATE: 12/09/2013 EFFECTIVE DATE: 12/09/2013 EXPIRATION DATE:

GROSS ACRES: 692.528 NET ACRES 527.637 EOG WI: 0.7619

LEGAL DESCRIPTION: 692.528 ACRES IN THE COUNTIES OF MADISON AND LEON, STATE OF TEXAS

CONTRACT BRIEF: Click here to enter text.

XREF:
WELLS: 090268 - SULLY UNIT #1H
LEASES: 0177798-001, 0178025-001, 0178025-002, 0178025-003, 0178025-004, 0178025-005, 0178025-006, 0178025-007, 0178025-008, 0178025-009, 0178027-001, 0178027-002, 0178027-003, 0178027-004, 0178027-005, 0178027-006, 0178090-001, 0178090-002, 0178090-003, 0178300-001, 0178300-002, 0178300-003, 0178300-004, 0178339-000, 0178883-001, 0178883-003, 0179114-000, 0179178-000, 0179242-001, 0179242-002, 0179244-001, 0179319-001, 0181039-001, 0182081-001, 0184651-000, 0185052-001, 0185111-001
PROSPECTS: SWORDFISH PROSPECT
CONTRACTS: K0097933

DIVISION REMARKS:

LANDMAN: MICHAEL MCKENZIE LAND TECH: VANESSA KIRCHNER

CREATED DATE: 12/13/2013 CREATED BY: Vanessa Hancock

UPDATE DATE: 12/13/2013 UPDATED BY: vkirchner

Doc Bk Vol Ps
00402123 OR 1583 284

DECLARATION OF POOLED UNIT – SULLY UNIT

STATE OF TEXAS

Doc Bk Vol Ps
84479 OR 1303 169

COUNTIES OF LEON AND MADISON

This Declaration of Pooled Unit is executed by the undersigned, the present Lessee and owner of all or a part of the oil and gas leasehold estate created under those oil, gas and mineral leases referred to or described in Exhibit "A", which exhibit is attached to and incorporated by reference (collectively referred to as the "Leases"). Each of the Leases authorizes the Lessee to pool, unitize, or combine all or a portion of the lands covered by the Leases with other lands, or leases to form a Pooled Unit for the exploration, development, and production of oil, gas, and other hydrocarbons from the lands covered by the Leases or pooled therewith. The pooling, unitization, and combination of the Leases to form a Pooled Unit as, described below, is necessary and proper to prudently develop and/or operate the Leases.

IN CONSIDERATION OF THE PREMISES, and pursuant to and in accordance with the terms and provisions of the Leases and the authority granted thereby, the undersigned Lessee pools, unitizes, and combines (a) the Leases, including all renewals, extensions, ratifications, and amendments of the Leases, (b) the lands covered by the Leases, (c) the mineral and/or royalty estates in the lands subject to the Leases, and (d) the overriding royalty interests in the Leases and lands described on Exhibits "A" and "B" which the undersigned Lessee has the authority to pool, into a unit for the exploration, development, and production of oil, gas, and other hydrocarbons, INSOFAR ONLY as to that depth interval extending between (i) the surface of the Earth and (ii) the base of the Georgetown formation, defined as the correlative stratigraphic equivalent to that certain point occurring at measured depth of 7,580 feet identified on the Dual Induction/Density/Neutron Log dated December 18, 1980 for the Palmer Petroleum Inc. operated Herbert B. Cryar, et al No. 1 Well, API No. 42-289-30406, Leon County, Texas, and INSOFAR ONLY as the foregoing cover and include the land described on Exhibit "B" and depicted on Exhibit "C" (hereafter referred to as the "Pooled Unit"), which is named the SULLY UNIT and shall be deemed to contain 692.528 acres.

Production from the Pooled Unit shall be allocated proportionately among all of the tracts within the Pooled Unit in the proportion which the number of surface acres in each tract bears to the total number of surface acres in the Pooled Unit. From and after the Effective Date of this Declaration of Pooled Unit, production from or operations on any part of the Pooled Unit shall be deemed to be production from or operations on each of Leases sufficient to maintain the Leases in force and effect in accordance with the terms thereof. If at any time any tract of land or interest within the Pooled Unit is not properly pooled or unitized by this Declaration, or is not committed to the Pooled Unit for any reason, such fact shall not affect, terminate, impair, or otherwise invalidate the Pooled Unit as to any other interest which would otherwise be properly pooled or unitized by this Declaration.

In the event the undersigned, as of the effective date of this Declaration, owns any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to in this Declaration which cover lands within the lands described on Exhibit "B", or any interest for which ratification of the Pooled Unit created by this Declaration is necessary, those interests are hereby pooled and combined into the Pooled Unit, without the necessity of specifically enumerating such interest or interests or the specific land which they cover or in which they are held.

The undersigned Lessee expressly reserves the right, from time to time, to amend this Declaration of Pooled Unit, and its terms and provisions, and to change the size and area of and interests covered by the Pooled Unit, including, without limitation, the power: (i) to change, reduce, enlarge, or extend the size or configuration of the unit area; (ii) to include any other formation or formations and any other mineral or minerals in, under, or produced from the Pooled Unit, all in accordance with the terms and provisions of the Leases; (iii) to include in the Pooled Unit or in any amendments thereto, oil, gas, and mineral leases, or interests in the lands described, covering interests in the Pooled Unit area, which are secured or obtained subsequent to the Effective date of this Declaration, or prior to the Effective date of this Declaration and not included or described in this Declaration; and, (iv) to include in the Pooled Unit or in any

amendments thereto, any interests in the Pooled Unit which are not otherwise included. The Pooled Unit may be dissolved or terminated by the undersigned Lessee at any time or for any reason by an instrument filed in the official real property records of the county in which the Pooled Unit is located.

This Declaration of Pooled Unit shall be binding on the heirs, representatives, successors and assigns, as applicable, of the undersigned Lessee and of the Lessors in the Leases identified in Exhibit "A" and of each mineral and/or royalty owner whose interest is pooled hereby.

The Pooled Unit created by this Declaration shall be effective as of November 1, 2013, (the "Effective Date") and shall remain in force as long as oil, gas or other hydrocarbons are being produced from the Pooled Unit, or so long as the Pooled Unit Leases are maintained in force and effect by payment or tender of shut-in royalties or by any other means in the manner provided for under the terms of the Leases.

This Declaration of Pooled Unit may be executed in multiple counterparts, no one of which need be executed by all the Parties hereto. Each Party hereby authorizes the removal of the signature pages and reassembly of the same into a single document composed of one copy of the substantive portion of the Declaration attached to the multiple, separately executed pages of the signatures. This Declaration of Pooled Unit is executed as of the dates of the acknowledgments below.

LESSEE

EOG RESOURCES, INC.

By: _____
Ernest J. LaFlure
Vice President and General Manager

EAST TEXAS OIL & GAS, LLC

By: _____
Wayland Crawley
Vice President - Land

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

By: EnerVest, Ltd., Its General Partner
By: EnerVest Management GP, L.C., Its General Partner

By: _____
David Kyte
Senior Vice President and General Manager, Chalk Assets

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

By: EnerVest Holding, L.L.C., Its General Partner
By: EnerVest, Ltd., Its Sole Member
By: EnerVest Management GP, L.C., Its General Partner

By: _____
David Kyte
Senior Vice President and General Manager, Chalk Assets

amendments thereto, any interests in the Pooled Unit which are not otherwise included. The Pooled Unit may be dissolved or terminated by the undersigned Lessee at any time or for any reason by an instrument filed in the official real property records of the county in which the Pooled Unit is located.

This Declaration of Pooled Unit shall be binding on the heirs, representatives, successors and assigns, as applicable, of the undersigned Lessee and of the Lessors in the Leases identified in Exhibit "A" and of each mineral and/or royalty owner whose interest is pooled hereby.

The Pooled Unit created by this Declaration shall be effective as of November 1, 2013, (the "Effective Date") and shall remain in force as long as oil, gas or other hydrocarbons are being produced from the Pooled Unit, or so long as the Pooled Unit Leases are maintained in force and effect by payment or tender of shut-in royalties or by any other means in the manner provided for under the terms of the Leases.

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LESSEE

EOG RESOURCES, INC.

Doc Bk Vol Pg
84479 OR 1303 171

By: _____
Ernest J. LaFlure
Vice President and General Manager

EAST TEXAS OIL & GAS, LLC

By: _____
Wayland Crawley
Vice President - Land

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

By: EnerVest, Ltd., Its General Partner
By: EnerVest Management GP, L.C., Its General Partner

By: _____
David Kyte
Senior Vice President and General Manager, Chalk Assets

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

By: EnerVest Holding, L.L.C., Its General Partner
By: EnerVest, Ltd., Its Sole Member
By: EnerVest Management GP, L.C., Its General Partner

By: _____
David Kyte
Senior Vice President and General Manager, Chalk Assets

amendments thereto, any interests in the Pooled Unit which are not otherwise included. The Pooled Unit may be dissolved or terminated by the undersigned Lessee at any time or for any reason by an instrument filed in the official real property records of the county in which the Pooled Unit is located.

This Declaration of Pooled Unit shall be binding on the heirs, representatives, successors and assigns, as applicable, of the undersigned Lessee and of the Lessors in the Leases identified in Exhibit "A" and of each mineral and/or royalty owner whose interest is pooled hereby.

The Pooled Unit created by this Declaration shall be effective as of November 1, 2013, (the "Effective Date") and shall remain in force as long as oil, gas or other hydrocarbons are being produced from the Pooled Unit, or so long as the Pooled Unit Leases are maintained in force and effect by payment or tender of shut-in royalties or by any other means in the manner provided for under the terms of the Leases.

This Declaration of Pooled Unit may be executed in multiple counterparts, no one of which need be executed by all the Parties hereto. Each Party hereby authorizes the removal of the signature pages and reassembly of the same into a single document composed of one copy of the substantive portion of the Declaration attached to the multiple, separately executed pages of the signatures. This Declaration of Pooled Unit is executed as of the dates of the acknowledgments below.

LESSEE

EOG RESOURCES, INC.

By: _____
Ernest J. LaFlure
Vice President and General Manager

EAST TEXAS OIL & GAS, LLC

By: _____
Wayland Crawley
Vice President - Land

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

By: EnerVest, Ltd., Its General Partner
By: EnerVest Management GP, L.C., Its General Partner

By: _____
David Kyte
Senior Vice President and General Manager, Chalk Assets

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

By: EnerVest Holding, L.L.C., Its General Partner
By: EnerVest, Ltd., Its Sole Member
By: EnerVest Management GP, L.C., Its General Partner

By: _____
David Kyte
Senior Vice President and General Manager, Chalk Assets

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this ~~the~~ 9th day of December, 2013, by Ernest J. LaFlure, as Vice President and General Manager of EOG RESOURCES, INC., a Delaware corporation, on behalf of said corporation.

VANESSA MARIE HANCOCK
Notary Public, State of Texas
My Commission Expires
September 17, 2017

Vanessa Marie Hancock
Notary Public in and for the State of Texas

My commission expires: September 17, 2017

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this ___ day _____, 2013, by Wayland Crawley, as Vice President of Land of East Texas Oil & Gas, LLC, a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

My commission expires:

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by David Kyte, Senior Vice President and General Manager, Chalk Assets of EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as general partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as general partner of both EnerVest Energy Institutional Fund XII-A, L.P. and EnerVest Energy Institutional Fund XII-WIB, L.P., each a Delaware limited partnership, on behalf of said limited partnerships.

_____
Notary Public in and for the State of Texas

My commission expires:

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by David Kyte, Senior Vice President and General Manager, Chalk Assets of EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as general partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as sole member of EnerVest Holding L.L.C., acting in its capacity as general partner of EnerVest Energy Institutional Fund XII-WIC, L.P., a Delaware limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

My commission expires:

Doc 00402123 Bk OR Vol 1583 Pg 289

Doc 84479 Bk OR Vol 1303 Pg 174

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this ~~the~~ 9th day of December, 2013, by Ernest J. LaFlure, as Vice President and General Manager of EOG RESOURCES, INC., a Delaware corporation, on behalf of said corporation.

VANESSA MARIE HANCOCK
Notary Public, State of Texas
My Commission Expires
September 17, 2017

Vanessa Marie Hancock
Notary Public in and for the State of Texas

My commission expires: September 17, 2017

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this 16th day of December, 2013, by Wayland Crawley, as Vice President of Land of East Texas Oil & Gas, LLC, a Delaware ~~corporation, on behalf of said~~ corporation.

MARY K STEPHENS
My Commission Expires
March 10, 2017

Mary K. Stephens
Notary Public in and for the State of Texas

My commission expires: March 10, 2017

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by David Kyte, Senior Vice President and General Manager, Chalk Assets of EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as general partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as general partner of both EnerVest Energy Institutional Fund XII-A, L.P. and EnerVest Energy Institutional Fund XII-WIB, L.P., each a Delaware limited partnership, on behalf of said limited partnerships.

_____
Notary Public in and for the State of Texas

My commission expires:

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by David Kyte, Senior Vice President and General Manager, Chalk Assets of EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as general partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as sole member of EnerVest Holding L.L.C., acting in its capacity as general partner of EnerVest Energy Institutional Fund XII-WIC, L.P., a Delaware limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

My commission expires:

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this ~~the~~ 9th day of December, 2013, by Ernest J. LaFlure, as Vice President and General Manager of EOG RESOURCES, INC., a Delaware corporation, on behalf of said corporation.

VANESSA MARIE HANCOCK
Notary Public, State of Texas
My Commission Expires
September 17, 2017

Vanessa Marie Hancock
Notary Public in and for the State of Texas

My commission expires: September 17, 2017

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on this ___ day _____, 2013, by Wayland Crawley, as Vice President of Land of East Texas Oil & Gas, LLC, a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

My commission expires:

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 17th day of December 2013, by David Kyte, Senior Vice President and General Manager, Chalk Assets of EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as general partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as general partner of both EnerVest Energy Institutional Fund XII-A, L.P. and EnerVest Energy Institutional Fund XII-WIB, L.P., each a Delaware limited partnership, on behalf of said limited partnerships.

JANE MARIE BARRIER
Notary Public, State of Texas
My Commission Expires
November 29, 2014

Jane Marie Barrier
Notary Public in and for the State of Texas

My commission expires:

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 17th day of December, 2013, by David Kyte, Senior Vice President and General Manager, Chalk Assets of EnerVest Management GP, L.C., a Texas limited liability company, acting in its capacity as general partner of EnerVest, Ltd., a Texas limited partnership, acting in its capacity as sole member of EnerVest Holding L.L.C., acting in its capacity as general partner of EnerVest Energy Institutional Fund XII-WIC, L.P., a Delaware limited partnership, on behalf of said limited partnership.

JANE MARIE BARRIER
Notary Public, State of Texas
My Commission Expires
November 29, 2014

Jane Marie Barrier
Notary Public in and for the State of Texas

My commission expires:

EXHIBIT "A"

Attached to and made a part of that certain Declaration of Pooled Unit:
SULLY UNIT dated effective November 1, 2013.

1. Oil and Gas Lease dated April 25, 2009, between Gibbs Brothers & Company L.P., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 974, Page 288 of the Official Records of Madison County, Texas.

2. Oil and Gas Lease dated January 12, 2012, between Kerry W. Johnson and wife, Anne C. Johnson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1142, Page 4 of the Official Records of Madison County, Texas.

3. Oil and Gas Lease dated April 10, 2012, but effective July 18, 2012, between Derwin Gustavus, and wife, Edelweiss Gustavus, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1516, Page 574 of the Official Records of Leon County, Texas.

4. Oil and Gas Lease dated April 10, 2012, but effective July 18, 2012, between Wayne Sharp, Co-Trustee of the John H. Hibbeler and Eunice S. Hibbeler Revocable Living Trust, and Jerry N. Hibbeler, Co-Trustee of the John H. Hibbeler and Eunice S. Hibbeler Revocable Living Trust, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1517, Page 752 of the Official Records of Leon County, Texas.

5. Oil and Gas Lease dated June 30, 2011, between Michael G. Feldman, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 832 of the Official Records of Leon County, Texas.

6. Oil and Gas Lease dated April 10, 2012, but effective July 18, 2012, between Zela E. Hodges, individually and as Trustee for the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1516, Page 576 of the Official Records of Leon County, Texas.

7. Oil, Gas and Mineral Lease dated June 1, 2009, between Joe N. Spikes, and wife, Patricia Spikes, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 978, Page 56 of the Official Records of Madison County, Texas.

8. Oil and Gas Lease dated September 21, 2011, between Benjamin Baty, Jr., and wife, Bonnia Fae Baty, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1490, Page 36 of the Official Records of Leon County, Texas.

9. Oil and Gas Lease dated November 8, 2011, between Donald Drew Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 857 of the Official Records of Leon County, Texas.

10. Oil and Gas Lease dated July 1, 2011, between Joy Bellush, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 818 of the Official Records of Leon County, Texas, with said instruments being corrected by that certain Correction Paid Up Oil and Gas Lease and that certain Correction Memorandum of Oil and Gas Lease, the latter of which has been recorded in Volume 1572, Page 832 of the Official Records of Leon County, Texas.

11. Oil and Gas Lease dated May 12, 2011, between Keith R. Peterson, and wife, Diana C. Peterson, and Thomas A. Dybvig, and wife, Cheryl Dybvig, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 755 of the Official Records of Leon County, Texas.

12. Oil and Gas Lease dated June 7, 2011, between Maxine Laningham Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1481, Page 524 of the Official Records of Leon County, Texas.

13. Oil and Gas Lease dated November 8, 2011, between Robert Jeremy Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 859 of the Official Records of Leon County, Texas.

14. Oil and Gas Lease dated November 8, 2011, between Rodney Jason Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 855 of the Official Records of Leon County, Texas.

15. Oil, Gas and Mineral Lease dated August 7, 2013, between Stephen Edward Edmundson, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1569, Page 521 of the Official Records of Leon, County, Texas.

16. Oil, Gas and Mineral Lease dated August 29, 2013, between Dain Feldman Schaefer F/K/A Dain C. Feldman, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1571, Page 616 of the Official Records of Leon County, Texas.

17. Oil, Gas and Mineral Lease dated June 1, 2009, between Edward E. Pattillo, and wife, Gailya J. Pattillo, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 978, Page 50 of the Official Records of Madison County, Texas.

18. Oil and Gas Lease dated July 17, 2009, between Ann Smith, Lessor, and Gondal Mullenax, Trustee, Lessee, as referenced in that Oil and Gas Lease recorded in Volume 983, Page 148 of the Official Records of Madison County, Texas.

19. Oil and Gas Lease dated March 29, 2012, between Jeane E. Smith, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1154, Page 345 of the Official Records of Madison County, Texas.

20. Oil, Gas and Mineral Lease dated July 29, 2009, between Alice Dement, Lessor, East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 987, Page 210 of the Official Records of Madison County, Texas.

21. Oil, Gas and Mineral Lease dated July 29, 2009, between Emily Dore, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 987, Page 225 of the Official Records of Madison County, Texas.

22. Oil, Gas and Mineral Lease dated August 22, 2010, between Jake Cole Howard and wife, Angelette M. Howard, Jake Cole Howard, Trustee of The Howard 2001 Descendants Trust, and Jake Cole Howard as Attorney In Fact for Mable Jean Denman, Virginia Chaney, and Cinda Howard Steubing, Lessor, and Weber Energy, Corporation, Lessee, as referenced in that Memorandum of Oil, Gas and Mineral Lease recorded in Volume 1116, Page 265 of the Official Records of Madison County, Texas.

23. Oil and Gas Lease dated March 22, 2011, between Robert D. Montgomery, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 170 of the Official Records of Madison County, Texas.

24. Oil, Gas and Mineral Lease dated June 25, 2009, between Patricia A. Ellison Williams, Trustee of the Ellison Family Trust, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 147 of the Official Records of Madison County, Texas.

25. Oil, Gas and Mineral Lease dated June 10, 2009, between Heidy Herschbach, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 987, Page 201 of the Official Records of Madison County, Texas.

26. Oil, Gas and Mineral Lease dated May 31, 2012, but effective July 2, 2012, between Herschbach Petroleum Company, Ltd., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 1175, Page 208 of the Official Records of Madison County, Texas.

27. Oil, Gas and Mineral Lease dated June 25, 2009, between Jack B. Ellison, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 128 of the Official Records of Madison County, Texas.

28. Oil, Gas and Mineral Lease dated June 25, 2009, between Jason B. Ellison, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 115 of the Official Records of Madison County, Texas.

29. Oil, Gas and Mineral Lease dated April 17, 2009, between Jeanette K. Goodman, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 974, Page 296 of the Official Records of Madison County, Texas.

30. Oil, Gas and Mineral Lease dated April 17, 2009, but effective April 28, 2009, between Joan D. Sclater, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 974, Page 251 of the Official Records of Madison County, Texas.

31. Oil, Gas and Mineral Lease dated May 30, 2006, between K.M. Fagin Oil Trust, Lessor, and Terra Source, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 823, Page 126 of the Official Records of Madison County, Texas.

32. Oil, Gas and Mineral Lease dated June 1, 2009, between Lamar K. Spikes, and wife, Sondra D. Spikes, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 982, Page 199 of the Official Records of Madison County, Texas.

33. Oil, Gas and Mineral Lease dated August 4, 2009, between Chap Harriman, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 987, Page 220 of the Official Records of Madison County, Texas.

34. Oil, Gas and Mineral Lease dated July 21, 2009, between Carlysle H. Marbach, and wife, Nita F. Marbach, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 992, Page 332 of the Official Records of Madison County, Texas.

35. Oil and Gas Lease dated May 4, 2011, between Carl E. Dowden, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 750 of the Official Records of Leon County, Texas.

36. Oil and Gas Lease dated June 16, 2011, between Carolyn Sue Warneke, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1481, Page 519 of the Official Records of Leon County, Texas.

37. Oil and Gas Lease dated May 4, 2011, between Darlene Stephens, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 758 of the Official Records of Leon County, Texas.

38. Oil and Gas Lease dated June 16, 2011, between Margaret Joan Hollis, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 824 of the Official Records of Leon County, Texas.

39. Oil and Gas Lease dated June 16, 2011, between Russell Harold Hollis, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 826 of the Official Records of Leon County, Texas.

40. Oil and Gas Lease dated June 5, 2012, between Sandra Kaye Burns, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1521, Page 635 of the Official Records of Leon County, Texas.

41. Oil and Gas Lease dated July 16, 2013, between the Commissioner of the General Land Office of the State of Texas, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1570, Page 75 of the Official Records of Leon County, Texas and also recorded in Volume 1277, Page 38 of the Official Records of Madison County, Texas.

42. Oil and Gas Lease dated May 21, 2012, between Robert D. Montgomery AKA Robert Montgomery, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1177, Page 334 of the Official Records of Madison County, Texas.

43. Oil and Gas Lease dated August 18, 2011, between Clinton Manning, and wife, Teresa Manning, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1490, Page 38 of the Official Records of Leon County, Texas.

44. Oil, Gas and Mineral Lease dated September 18, 2013, between Stephen Edward Edmundson, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1574, Page 14 of the Official Records of Leon County, Texas.

45. Oil and Gas Lease dated April 27, 2011, between Eunice S. Hibbeler (aka Eunice Sharp,) Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 510 of the Official Records of Leon County, Texas.

46. Oil and Gas Lease dated April 27, 2011, between Zela E. Hodges, individually, and as Trustee of the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 548 of the Official Records of Leon County, Texas.

47. Oil and Gas Lease dated April 27, 2011, between Derwin Gustavus, and wife, Edelweiss Gustavus, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1476, Page 630 of the Official Records of Leon County, Texas.

RECORDING REFERENCES ARE TO THE OFFICIAL RECORDS OF MADISON AND LEON COUNTIES, TEXAS.

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that certain Declaration of Pooled Unit:
SULLY UNIT dated effective November 1, 2013.

NICHOLAS COPELAND SURVEY, ABSTRACT NO. 162
ELI W. FENN SURVEY, ABSTRACT NO. 96
SAMUEL HEWS SURVEY, ABSTRACT NO. 122
JAMES WELCH SURVEY, ABSTRACT NO. 228
LEON & MADISON COUNTY, TEXAS

Doc Bk Vol Pg
84479 OR 1303 180

SULLY UNIT
METES AND BOUNDS DESCRIPTION FOR A
CALLED 692.528 ACRE UNIT

BEING a called 692.528 acre unit situated in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas, the Eli W. Fenn Survey, Abstract 96, the Samuel Hews Survey, Abstract 122, the James Welch Survey, Abstract 228, Madison County, Texas. **Tract No. 1 – 148.592 acres**, being a part of that certain Gibbs Brothers and Company LP, called 297.184 acre tract (Tract 5), recorded in Volume 232, Page 737. **Tract No. 2 – 43.627 acres**, being a part of that certain Zela E. Hodges Individual & Trustee, called 48.006 acre tract (Tract 3), recorded in Volume 727, Page 139. **Tract No. 3 – 65.029 acres**, being a part of that certain Joe N. Splikes, called 82 acre tract, recorded in Volume 166, Page 607. **Tract No. 4 – 60.002 acres**, being a part of that certain Keith R. Peterson, called 73.689 acre tract, recorded in Volume 1248, Page 355. **Tract No. 5 – 41.008 acres**, being a part of that certain Eunice Sharp et ux, called 48.006 acre tract, recorded in Volume 727, Page 143. **Tract No. 6 – 41.547 acres**, being a part of that certain Edward E. Patillo et ux, called 42.046 acre tract, recorded in Volume 340, Page 729. **Tract No. 7 – 41.754 acres**, being a part of that certain Zela E. Hodges Individual & Trustee, called 48.006 acre tract (Tract 1), recorded in Volume 727, Page 147. **Tract No. 8 – 33.927 acres**, being a part of that certain Jeane E. Smith, called 44.467 acre tract, recorded in Volume 303, Page 854. **Tract No. 9 – 33.662 acres**, being a part of that certain Gondal Mullenax, called 42.046 acre tract, recorded in Volume 340, Page 729. **Tract No. 10 – 29.326 acres**, being a part of that certain Robert Duncan Montgomery, called 40.82 acre tract, recorded in Volume 838, Page 136. **Tract No. 11 – 30.928 acres**, being a part of that certain Heidy Herschbach, called 87 acre tract, recorded in Volume 61, Page 480. **Tract No. 12 – 30.654 acres**, being a part of that certain Lamar K. Spikes, called 36.26 acre tract, recorded in Volume 427, Page 704. **Tract No. 13 – 21.966 acres**, being a part of that certain Chap Harriman, called 83.43 acre tract, recorded in Volume 977, Page 163. **Tract No. 14 – 9.102 acres**, being a part of that certain Carlysle H. Marbach et ux, called 11.26 acre tract, recorded in Volume 251, Page 293. **Tract No. 15 – 19.867 acres**, being a part of that certain Sandra Kaye Burns, called 214.0 acre tract, recorded in Volume 300, Page 625. **Tract No. 16 – 7.731 acres**, being a part of that certain The State of Texas tract (OSR R.O.W.), Page. **Tract No. 17 – 8.157 acres**, being a part of that certain Jake Cole Howard et ux, called 172.90 acre tract, recorded in Volume 425, Page 281. **Tract No. 18 – 5.644 acres**, being a part of that certain Robert D. Montgomery tract, **Tract No. 19 – 4.040 acres**, being a part of that certain Keith R. Peterson, called 4.04 acre tract, recorded in Volume 867, Page 245. **Tract No. 20 – 3.499 acres**, being a part of that certain Clinton V. Manning, called 4.04 acre tract (Tract Two), recorded in Volume 867, Page 245. **Tract No. 21 – 6.057 acres**, being a part of that certain Clinton V. Manning, called 25.8 acre tract (Tract One), recorded in Volume 867, Page 245. **Tract No. 22 – 6.409 acres**, being a part of that certain Kerry W. Johnson tract. All deeds being recorded in the Deed Records of Leon and Madison County, Texas. Said called 692.528 acre unit to be more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod (found) in the east boundary line of the above referenced Zela E. Hodges Individual & Trustee, called 43.627 acre tract;

THENCE South 32° 30' 28" East, with the east boundary line of said 43.627 acre tract, for a distance of 901.52 feet, to a point for corner;

THENCE South 32° 09' 30" East, for a distance of 502.73 feet, to a point for corner;

THENCE South 35° 46' 29" East, for a distance of 80.81 feet, to a point for corner;

THENCE North 72° 27' 44" East, with the east boundary line of said 43.627 acre tract, for a distance of 43.08 feet, to a point for corner;

THENCE North 74° 12' 26" East, for a distance of 117.98 feet, to a point for corner;

THENCE North 75° 31' 04" East, for a distance of 79.25 feet, to a point for corner;

THENCE North 76° 17' 00" East, for a distance of 78.89 feet, to a point for corner;

THENCE North 76° 53' 06" East, for a distance of 107.07 feet, to a point for corner;

THENCE South 34° 21' 50" East, for a distance of 5,218.59 feet, to a point for corner;

THENCE South 56° 25' 49" West, for a distance of 3,510.12 feet, to a point for corner;

THENCE North 34° 21' 50" West, for a distance of 9,000.04 feet, to a point for corner;

THENCE North 56° 25' 49" East, for a distance of 3,211.39 feet, to a point for corner;

THENCE South 32° 52' 43" East, for a distance of 2,158.51 feet, back to the place of beginning of said **called 692.528 acre unit.**

This description does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

Bearings are based on the Texas Coordinate System, Central Zone, North American datum of 1983 (1996 adjustment) as determined from GPS observations/NGS OPUS solutions.

I, Kenny G. Williams, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from an actual survey made on the ground under my supervision during the month of November, 2013.

GIVEN UNDER MY HAND AND SEAL, this the 13th day of November, 2013.

Kenny G. Williams
Registered Professional
Land Surveyor No. 5680

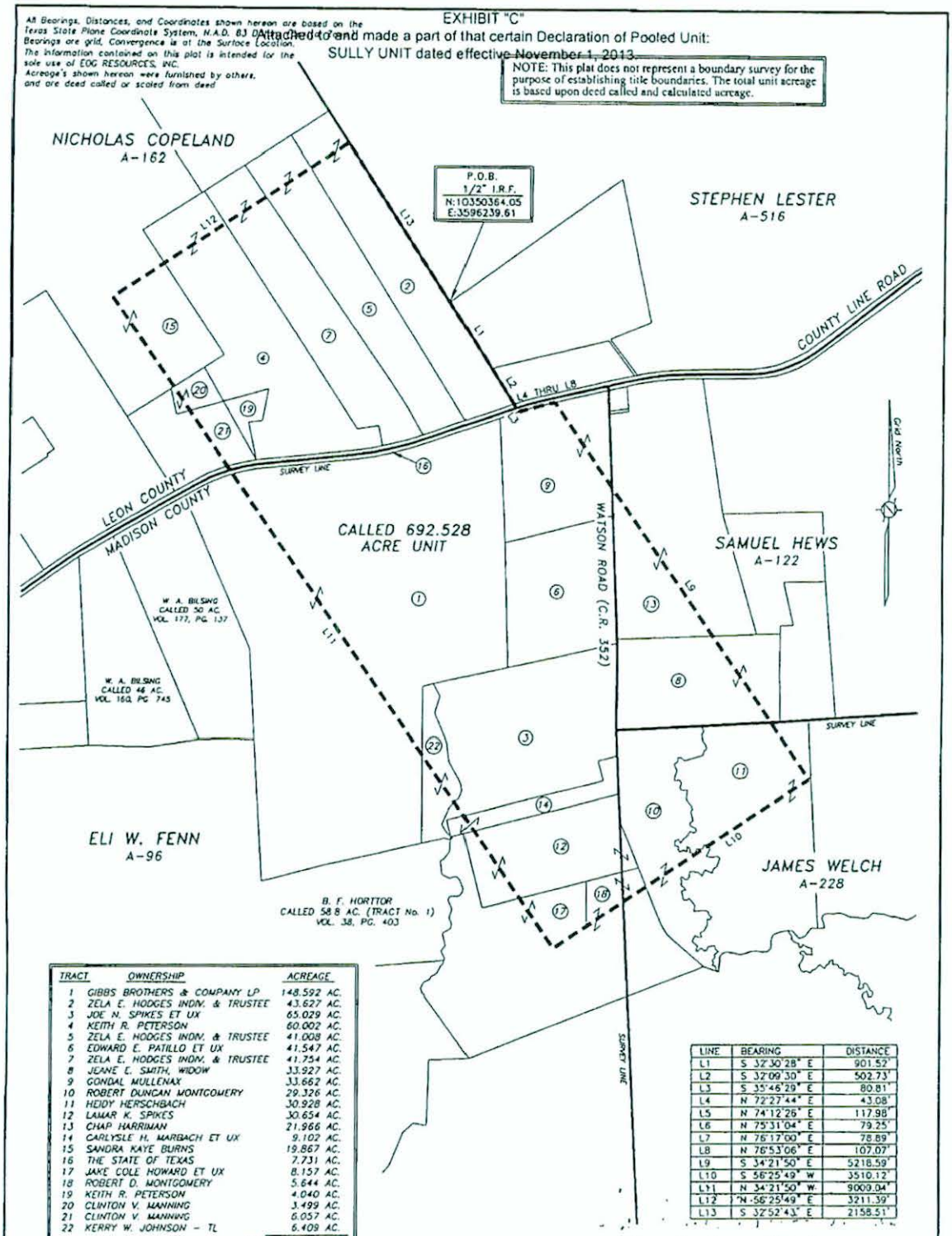
T130521 – SULLY #1H UNIT DESCRIPTION

EXHIBIT "C"

Attached to and made a part of that certain Declaration of Pooled Unit:
SULLY UNIT dated effective ~~November 1, 2013~~.

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 83 Datum. Bearings are grid. Convergence is at the Surface Location. The information contained on this plat is intended for the sole use of EOG RESOURCES, INC. Acreage's shown hereon were furnished by others, and are deed called or scaled from deed

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called and calculated acreage.



TRACT	OWNERSHIP	ACREAGE
1	GIBBS BROTHERS & COMPANY LP	148.592 AC.
2	ZELA E. HODGES INDIV. & TRUSTEE	43.627 AC.
3	JOE N. SPIKES ET UX	65.029 AC.
4	KEITH R. PETERSON	60.002 AC.
5	ZELA E. HODGES INDIV. & TRUSTEE	41.008 AC.
6	EDWARD E. PATILLO ET UX	41.547 AC.
7	ZELA E. HODGES INDIV. & TRUSTEE	41.754 AC.
8	JEANE E. SMITH, WIDOW	33.927 AC.
9	GONDAL MULLENAX	33.662 AC.
10	ROBERT DUNCAN MONTGOMERY	29.326 AC.
11	HEIDY HERSCHBACH	30.928 AC.
12	LAMAR K. SPIKES	30.654 AC.
13	CHAP HARRIMAN	21.966 AC.
14	CARLYSLE H. MARBACH ET UX	9.102 AC.
15	SANDRA KAYE BURNS	19.867 AC.
16	THE STATE OF TEXAS	7.731 AC.
17	JAKE COLE HOWARD ET UX	8.157 AC.
18	ROBERT D. MONTGOMERY	5.644 AC.
19	KEITH R. PETERSON	4.040 AC.
20	CLINTON V. MANNING	3.499 AC.
21	CLINTON V. MANNING	6.057 AC.
22	KERRY W. JOHNSON - TL	6.409 AC.
	TOTAL	692.528 AC.

LINE	BEARING	DISTANCE
L1	S 32°30'28" E	901.52'
L2	S 32°09'30" E	502.73'
L3	S 35°46'29" E	80.81'
L4	N 72°27'44" E	43.08'
L5	N 74°12'26" E	117.98'
L6	N 75°31'04" E	79.25'
L7	N 76°17'00" E	78.89'
L8	N 76°53'06" E	107.07'
L9	S 34°21'50" E	5218.59'
L10	S 56°25'49" W	3510.12'
L11	N 34°21'50" W	9000.04'
L12	N 56°25'49" E	3211.39'
L13	S 32°52'43" E	2158.51'

0' 1000' 2000' 3000'

SCALE: 1" = 1000'

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny G. Williams DATE: 10/04/13

STATE OF TEXAS
REGISTERED
KENNY G. WILLIAMS
5680
PROFESSIONAL
LAND SURVEYOR

UNIT PLAT
EOG RESOURCES, INC.
SULLY UNIT
MADISON & LEON COUNTIES, TEXAS

TBPLS FIRM REGISTRATION No. 10025700

"CANARY" Quadrangle
Situated 4.9 Miles WSW of Normangee, TX.

PREPARED BY:
STANGER
SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

1925/06

T130521-SULLY #1H UNIT ONLY PLAT (LARGE UNIT)

Doc	Bk	Vol	Pg
00402123	OR	1583	298

Doc	Bk	Vol	Pg
84479	OR	1303	183

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 84479

Amount: 77.00

Receipt Number: 14282

Vol: 1303 Page: 169

Recorded: Dec 19,2013 at 03:37P

By,
Julia Arizpe, Deputy

Filed for Record in: Leon County
On: Dec 19,2013 at 02:42P
As a Recordings
Document Number: 00402123
Amount:$ 42.00
Receipt Number: 130428
By, Pat Jaluska

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Dec 19,2013
Christie Wakefield, Leon County Clerk
Leon County

EOG FIELD LAND OFFICE
809 UNIVERSITY DR. EAST, STE 101A
COLLEGE STATION, TX 77840-2173

(11)

File No. MF 115444

Leon / Madison County

Unit 7987 Designation

Date Filed: 6/22/16

George P. Bush, Commissioner

By MBBarnstone

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA169158

Unit Number	*7988*				
Operator Name	*EOG Resources, Inc.*			*Effective Date*	*05/06/2014*
Customer ID	*C000027065*			*Unitized For*	*Oil And Gas*
Unit Name	*The Golden Wave Unit*			*Unit Term*	
County 1	*Leon*	*RRC District 1*	*05*	*Old Unit Number*	*Inactive Status Date*
County 2	*Madison*	*RRC District 2*	*03*		
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.00280325*			
State Part in Unit		*0.01134138*			
Unit Depth	*Allow All Depths*	*Well*			
From Depth		*Formation*			
To Depth		*Participation Basis*	*Surface Acreage*		
		If Excluions Apply: See Remarks			

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*O/G*	*Lease Royalty*	*NRI of Lease in Unit*	*Royalty Rate Reduction Clause*
MF115444	11 and 13	4.596000	456.963700	0.01005769	O/G	0.25000000	0.00251442	No
MF116207	14	0.586600	456.963700	0.00128369	O/G	0.22500000	0.00028883	No

API Number

4228932132

Remarks: HROW Unit

Prepared By:	MB	*Prepared Date:*	6/27/16
GLO Base Updated By:	MB	*GLO Base Date:*	6/27/16
RAM Approval By:	JW	*RAM Approval Date:*	6.28.16
GIS By:		*GIS Date:*	
Well Inventory By:	MB	*WI Date:*	6/27/16

Texas General Land Office
George P. Bush, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

Highway Right-of-Way Unit Designation Form

OPERATOR INFORMATION

Contact Name: MISTY MCDOWELL Phone: (713) 651-2914

Name of Pooled Unit: THE GOLDEN WAVE UNIT

Operator of Pooled Unit: EOG RESOURCES County: LEON & MADISON

EFFECTIVE DATE OF UNIT DECLARATION: 05/06/2014

HROW LEASE(S) IN UNIT

HROW STATE LEASE NO.	LEASE DATE	TERM	HROW ROYALTY	TOTAL ACREAGE IN HROW LEASE	HROW LEASE ACREAGE IN UNIT	
MF 115444	07/16/2013	3 YEAR	.25	64.249	4.596	0.00251442
MF 116207	02/04/2014	3 YEAR	.225	1.41	.5866	0.00028883

Total HROW Acreage in Unit: 5.1826
Total Private (non-State) Acreage in Unit: 451.7811
Total Unit Acreage: 456.9637

STATE'S ROYALTY REVENUE INTEREST IN UNIT	0.	0	0	2	8	0	3	2	5

Attach a plat showing the pooled unit outline, unit well(s) location, and the HROW lease tracts.

Type of Mineral Pooled: ☑ OIL ☐ GAS ☐ OIL & GAS

Pooled Interval: All Depths ☐ Top Depth: _____ Base Depth: _____

If pooling a Formation(s) please list Formation Name: AGUILA VADO (EAGLEFORD)

RRC Field Name(s): FORT TRINIDAD, EAST (BUDA)

UNIT WELL(S)

API #	4228932132	RRC ID #	03-26595
API #		RRC ID #	
API #		RRC ID #	
API #		RRC ID #	

Unit 7988
MF115444
MF116207

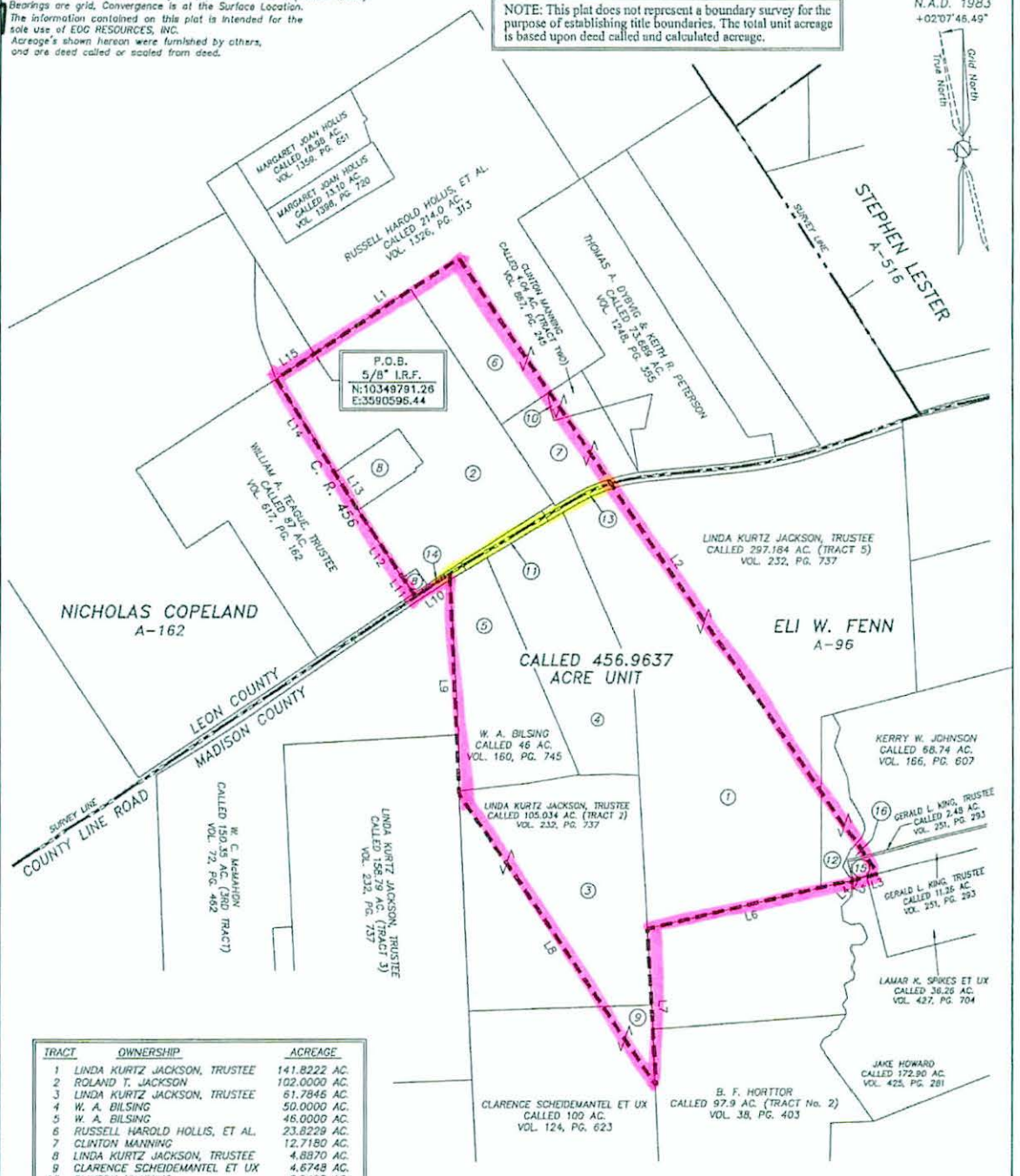
Doc Bk Vol Pg
87557 OR 1351 284

Doc Bk Vol Pg
00406402 OR 1604 633

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 83 Datum (Central Zone.) Bearings are grid, Convergence is at the Surface Location. The information contained on this plat is intended for the sole use of EOG RESOURCES, INC. Acreage's shown hereon were furnished by others, and are deed called or scaled from deed.

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called and calculated acreage.

N.A.D. 1983
+02°07'46.49"



TRACT	OWNERSHIP	ACREAGE
1	LINDA KURTZ JACKSON, TRUSTEE	141.8222 AC.
2	ROLAND T. JACKSON	102.0000 AC.
3	LINDA KURTZ JACKSON, TRUSTEE	61.7846 AC.
4	W. A. BILSING	50.0000 AC.
5	W. A. BILSING	46.0000 AC.
6	RUSSELL HAROLD HOLLIS, ET AL.	23.8229 AC.
7	CLINTON MANNING	12.7180 AC.
8	LINDA KURTZ JACKSON, TRUSTEE	4.8870 AC.
9	CLARENCE SCHEIDEMANTEL ET UX	4.6748 AC.
10	CLINTON MANNING	0.0408 AC.
11	STATE OF TEXAS – OSR R.O.W.	2.6754 AC.
12	KERRY W. JOHNSON – TL	2.0573 AC.
13	STATE OF TEXAS – OSR R.O.W.	1.9206 AC.
14	STATE OF TEXAS – OSR R.O.W.	0.5866 AC.
15	GERALD L. KING, TRUSTEE	1.3113 AC.
16	GERALD L. KING, TRUSTEE	0.6622 AC.
	TOTAL	456.9637 AC.

LINE	BEARING	DISTANCE
L1	N 56°56'39" E	1826.92'
L2	S 34°21'50" E	7850.49'
L3	S 75°32'59" W	268.94'
L4	S 44°58'15" W	42.17'
L5	N 62°12'39" W	39.26'
L6	S 76°40'45" W	2162.22'
L7	S 03°24'44" E	1654.47'
L8	N 34°16'24" W	3726.97'

LINE	BEARING	DISTANCE
L9	N 02°27'19" W	2335.68'
L10	S 55°38'46" W	439.99'
L11	N 34°01'25" W	34.14'
L12	N 33°24'09" W	1057.24'
L13	N 32°52'33" W	465.12'
L14	N 32°24'07" W	1159.81'
L15	N 56°41'38" E	485.04'

MF115444
MF116207

0' 1000' 2000' 3000'

SCALE: 1" = 1000'

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny G. Williams DATE: 04/30/14

STATE OF TEXAS
REGISTERED
KENNY G. WILLIAMS
5680
PROFESSIONAL
LAND SURVEYOR

UNIT PLAT
EOG RESOURCES, INC.
THE GOLDEN WAVE UNIT, WELL NO. 1H
MADISON & LEON COUNTIES, TEXAS

TBPLS FIRM REGISTRATION No. 10025700

"CANARY" Quadrangle
Situated 5.5 Miles SW of Normangee, TX.

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

T140192-GOLDEN WAVE UNIT ONLY PLAT

Mary Barnstone

From: Misty McDowell <Misty_McDowell@eogresources.com>
Sent: Monday, June 27, 2016 9:55 AM
To: Mary Barnstone
Subject: FW: MF115444, etc.
Attachments: GOLDEN WAVE AMENDhrow-unit-designation (002).pdf; THE GROVE AMENDhrow-unit-designation (002).pdf

Please find attached the amended Unit Designations for MF 115444

From: Danielle Watson
Sent: Monday, June 27, 2016 9:44 AM
To: Misty McDowell <Misty_McDowell@eogresources.com>
Cc: Janice Cravens <Janice_Cravens@eogresources.com>
Subject: RE: MF115444, etc.

Misty,

Here are the amended HROW. They should all be complete now.

Thanks
Danielle

eog resources

Danielle Watson
Manager Land Admin
Tyler Division

713-651-7068 (desk)
713-651-7069 (fax)
danielle_watson@eogresources.com

From: Misty McDowell
Sent: Thursday, June 23, 2016 10:39 AM
To: Danielle Watson <Danielle_Watson@eogresources.com>
Subject: FW: MF115444, etc.

From: Mary Barnstone [mailto:Mary.Barnstone@GLO.TEXAS.GOV]
Sent: Wednesday, June 22, 2016 5:24 PM
To: Michael Elender <mrelender@gmail.com>
Cc: Misty McDowell <Misty_McDowell@eogresources.com>
Subject: RE: MF115444, etc.

** External email. Use caution.**
Hi Michael,

I received the info on the Golden Wave (and the Sully Unit and the Grove Unit HROW unit Designation forms, plats and DPUS) from Misty McDowell at EOG today and set up all three units.

The Unit Designation form I received from EOG on the Grove did **not include MF116207 and MF116505, but it appears the amended DPU does include it. I will need a corrected HROW Unit designation form.**

Thank you,

mb

From: Michael Elender [mailto:mrelender@gmail.com]
Sent: Wednesday, June 22, 2016 4:56 PM
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Subject: Re: MF115444, etc.

Mary,

EOG recently provided Hawkwood with the attached Unit Agreement Memo. Would this suffice as evidence they filed the requisite form with the GLO for that Unit?

On Mon, Jun 13, 2016 at 11:35 AM, Mary Barnstone <Mary.Barnstone@glo.texas.gov> wrote:

> Hi Michael,
>
> I have received nothing from EOG on the Golden Wave Unit. Please have Hawkwood submit the required documents detailed by Mark Adams and I will get the unit set up.
>
> Thank you,
>
> mb
>
> **From:** Michael Elender [mailto:mrelender@gmail.com]
> **Sent:** Monday, June 13, 2016 11:29 AM
> **To:** Mark Adams <Mark.Adams@GLO.TEXAS.GOV>
> **Cc:** Joy McCauley <Joy.McCauley@GLO.TEXAS.GOV>; Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>; Daryl Morgan <Daryl.Morgan@GLO.TEXAS.GOV>
> **Subject:** Re: MF115444, etc.
>
> Mark,

Thank you for the update on Harriet and all your help. I'll pass this on to our client.

That brings me to a few follow up questions that would be divided between Joy and Mary:

Our client is Hawkwood Energy East Texas, LLC. They recently acquired EOG Resources' Leon and Madison county leasehold and production, which production includes mainly Eagleford assets, but also some Buda.

- Joy - Could you please confirm whether EOG filed with the GLO Unit Designations for the following:

- The Grove Unit (42-289-32128,42-289-32130, 42-289-32131)
- Sully Unit (42-289-32105)
- Ellison Unit (42-313-30977)
- Donaho Unit (42-289-31995)
- Bayou Bengals Unit (42-313-31014)
- Blazek Peters #1 Unit (42-313-30932)
- Blazek Peters Unit (42-313-30937)
- Rea Unit (42-313-30958)

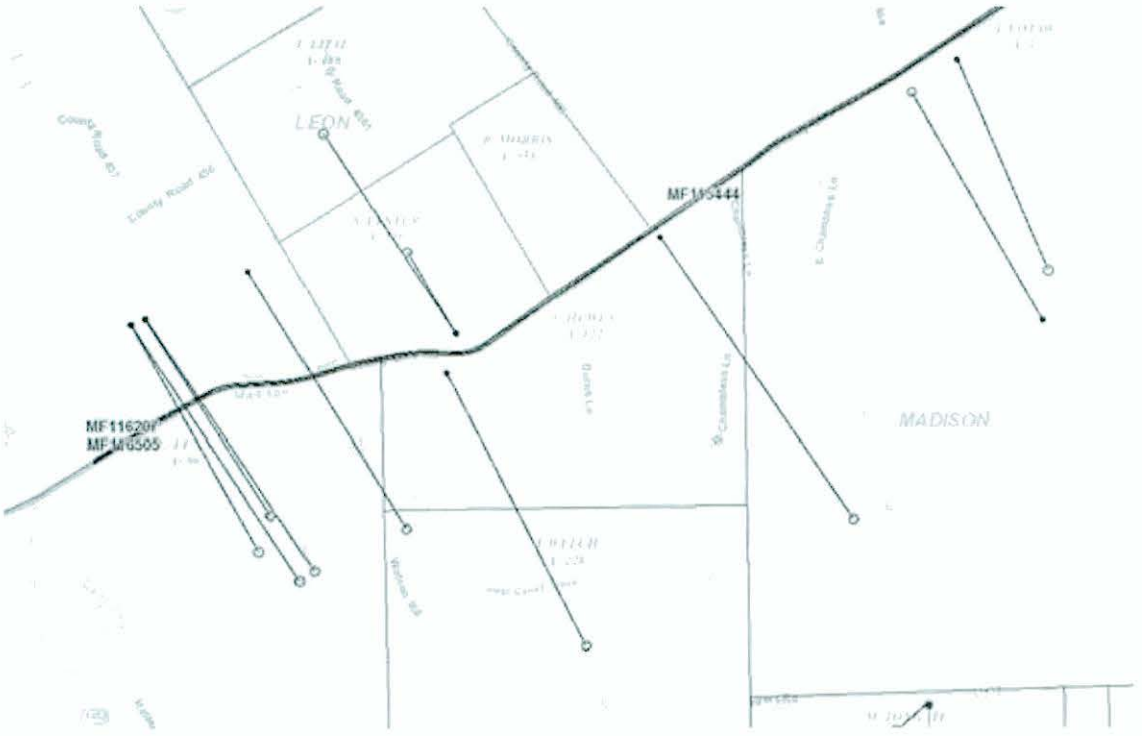
Each of the above are Eagleford Units, which appear to include MF115444, and The Grove Unit additionally includes MF116207 and MF116505.

- Mary - Could could please confirm whether EOG filed the following Unit Designation with the GLO?

- Golden Wave Unit (42-289-32132)

The Golden Wave unit covers the Buda formation, and appears to include MF115444, MF116207, and MF116505.

Snapshot of area from GLO map:



Thanks!

On Mon, Jun 13, 2016 at 10:28 AM, Mark Adams <Mark.Adams@glo.texas.gov> wrote:

Hello Michael. Harriet retired at the end of 2015. Daryl Morgan has replaced her.

You are correct. Because the HROW leases explicitly allow for pooling, School Land Board approval is not required. The GLO will assign the unit number once the required documents and fees are submitted and processed.

You will need to submit the following:

- Completed Highway Right-of-Way Unit Declaration form (http://www.glo.texas.gov/energy-business/oil-gas/mineral-leasing/pooling-psa/forms/hrow-unit-designation.pdf)

- Copy of recorded original Designation of Pooled Unit (DPU), and any/all corrections and amendments.

- Copy of unit plat with State acreage highlighted.

- $500.00 processing fee. (payable to the Commissioner of General Land Office)

If your unit is in the Eagle Ford Shale, your GLO contact will be Joy McCauley (Joy.McCauley@GLO.TEXAS.GOV)

If your unit is outside the Eagle Ford, your GLO contact will be Mary Beth Barnstone (Mary.Barnstone@GLO.TEXAS.GOV)

Feel free to contact me or one of the persons copied on this email with additional questions.

Mark Adams, JD

Energy Resources

Texas General Land Office

512-463-5669

mark.adams@glo.texas.gov

From: Michael Elender [mailto:mrelender@gmail.com]
Sent: Monday, June 13, 2016 10:04 AM
To: Harriet Dunne <harriet.dunne@glo.texas.gov>; Mark Adams <Mark.Adams@GLO.TEXAS.GOV>
Subject: MF115444, etc.

Harriet,

Our client recently acquired a assets in East Texas that included several Highway ROW leases under the following MF#s:

MF115444

MF116207

MF116858

MF116936

MF116938

MF117003

MF117004

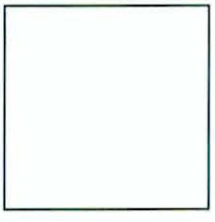
I noticed that the HROW lease form does not contain the same restrictions on pooling that Relinquishment Act or State Fee leases do in regards to applying to the GLO. Because the lease already allows for pooling, ***does the GLO assign Unit numbers once the HROW lease is included in a Unit and the Designation is filed with the GLO?***

Mark, I saw that you were part of correspondence in the lease files regarding these leases, so I included you in case you could help as well.

Thank you

--

Michael R. Elender, CPL



500 Spring Hill Drive, Ste 130

Spring, Texas 77386
Cell: 409-549-2793

Fax: 281-719-8647

Email: MRElender@gmail.com

THIS EMAIL TRANSMISSION IS INTENDED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED, AND MAY CONTAIN PRIVILEGED AND CONFIDENTIAL INFORMATION THAT IS COVERED BY THE ELECTRONIC COMMUNICATIONS PRIVACY ACT (18 USC §§ 2510-2521). IF YOU ARE NOT THE INTENDED RECIPIENT OR AGENT RESPONSIBLE TO DELIVER THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR; PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND/OR EMAIL AND DELETE THE ORIGINAL MESSAGE. THANK YOU

--

Michael R. Elender, CPL

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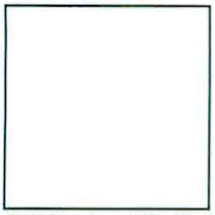
--

Michael R. Elender, CPL



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DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA169158

Unit Number 7988
Operator Name EOG Resources, Inc.
Customer ID C000027065
Unit Name The Golden Wave Unit
County 1 Leon
County 2 Madison
County 3
County 4
Unit type Permanent
State Net Revenue Interest Oil 0.00283535
State Part in Unit 0.01134138
Unit Depth Allow All Depths
From Depth
To Depth

RRC District 1 05
RRC District 2 03
RRC District 3
RRC District 4

Well
Formation
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Effective Date 05/06/2014
Unitized For Oil And Gas
Unit Term
Old Unit Number *Inactive Status Date*

REVISED

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF115444	11, 13, and 14	5.182600	456.963700	0.01134138	O/G	0.25000000	0.00283535	No

API Number

4228932132

Remarks: HROW Unit

Prepared By:	MB	*Prepared Date:*	6/22/16
GLO Base Updated By:	MB	*GLO Base Date:*	6/22/16
RAM Approval By:	SW	*RAM Approval Date:*	6.22.16
GIS By:		*GIS Date:*	
Well Inventory By:	MB	*WI Date:*	6/22/16

Texas General Land Office
George P. Bush, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

Highway Right-of-Way Unit Designation Form

OPERATOR INFORMATION

Contact Name: MISTY MCDOWELL Phone: (713) 651-2914

Name of Pooled Unit: THE GOLDEN WAVE UNIT

Operator of Pooled Unit: EOG RESOURCES County: LEON & MADISON

EFFECTIVE DATE OF UNIT DECLARATION: 05/06/2014

HROW LEASE(S) IN UNIT

HROW STATE LEASE NO.	LEASE DATE	TERM	HROW ROYALTY	TOTAL ACREAGE IN HROW LEASE	HROW LEASE ACREAGE IN UNIT
MF 115444	07/16/2013	3 YEAR	.25	64.249	5.1826

REVISED

Total HROW Acreage in Unit: 5.1826
Total Private (non-State) Acreage in Unit: 451.7811
Total Unit Acreage: 456.9637

STATE'S ROYALTY REVENUE INTEREST IN UNIT	0.	0	0	2	8	3	5	3	5

Attach a plat showing the pooled unit outline, unit well(s) location, and the HROW lease tracts.

Type of Mineral Pooled: ☑ OIL ☐ GAS ☐ OIL & GAS

Pooled Interval: All Depths ☐ Top Depth: _____ Base Depth: _____

If pooling a Formation(s) please list Formation Name: AGUILA VADO (EAGLEFORD)

RRC Field Name(s): FORT TRINIDAD, EAST (BUDA)

UNIT WELL(S)

API #	4228932132	RRC ID #	03-26595
API #		RRC ID #	
API #		RRC ID #	
API #		RRC ID #	

first production
9/2014

Mary Barnstone

From: Misty McDowell <Misty_McDowell@eogresources.com>
Sent: Monday, June 20, 2016 12:32 PM
To: Mary Barnstone
Cc: Daryl Morgan
Subject: MF115444
Attachments: SULLY UNIT DEC WITH PLAT_MF115444.pdf; GROVE UNIT DEC SUPL AND AMENDED.PDF; GROVE UNIT DEC WITH PLAT_MF115444.pdf; THE GOLDEN WAVE UNIT DEC WITH PLAT_MF115444.pdf

I have assumed responsibilities for the GLO reporting for EOG Resources from LiYing Hsu.

I have received the attached information for MF115444 from our Land Administration department that EOG needs to have set up in order to remit royalty payment to the GLO.

Could you please let me know if there is any additional information you need from EOG in order to review and set up the Unit for this set of wells?

EOG PROPERTY NO	WELL NAME	FIRST PRODUCTION	UNIT DEC NO	EOG LEASE NO	GLO LEASE NO	FRACTION
90268	SULLY UNIT #1H	Dec-13	K0097977	0184651/000	MF115444	.25*7.731/692.528
95500	THE GROVE #2H	Sep-14	K0098087	0184651/000	MF115444	.25*7.0919/611.6096
93461	THE GROVE #1H	Sep-14	K0098087	0184651/000	MF115444	.25*7.0919/611.6096
95501	THE GROVE #3H	Sep-14	K0098087	0184651/000	MF115444	.25*7.0919/611.6096
95502	THE GOLDEN WAVE #1H	Sep-14	K0098125	0184651/000	MF115444	.25*5.1826/456.9637

Thank you,

Misty McDowell, CPA, CMA, MBA
Sr. Accounting Specialist
EOG Resources, Inc
Heritage Plaza
1111 Bagby Sky Lobby 2
Houston, Texas 77002
T: (713) 821-2914
www.eogresources.com

eogresources

eog resources

TYLER DIVISION

CONTRACT SUMMARY REPORT

CONTRACT NO: K0098125AAA PROSPECT NAME: SWORDFISH PROSPECT

CONTRACT NAME: DECLARATION OF POOLED UNIT - THE GOLDEN WAVE

PARTIES TO AGREEMENT: EOG

AGREEMENT TYPE: POOLING & UNIT DECLARATION

CONTRACT DATE: 05/06/2014 EFFECTIVE DATE: 05/06/2014 EXPIRATION DATE:

GROSS ACRES: 456.934 NET ACRES 456.934 EOG WI: 1

LEGAL DESCRIPTION: 456.9637 ACRES IN THE COUNTIES OF MADISON AND LEON, STATE OF TEXAS

CONTRACT BRIEF: Click here to enter text.

XREF: WELLS: 095502 - THE GOLDEN WAVE #1H

LEASES: 0177819-001, 0177819-002, 0177819-003, 0177819-004, 0177819-005, 0177819-006, 0177819-007, 0177819-008, 0177819-009, 0177819-010, 0177819-011, 0177819-012, 0177819-013, 0177819-014, 0177819-015, 0177860-001, 0177860-002, 0177860-003, 0177860-004, 0177860-005, 0177860-006, 0177860-007, 0177860-008, 0177860-009, 0177860-010, 0177860-011, 0177860-012, 0177860-013, 0177860-014, 0177956-001, 0177956-002, 0177956-003, 0177956-004, 0177956-005, 0177956-006, 0177956-007, 0177956-008, 0177956-010, 0177956-011, 0177956-012, 0177956-013, 0177956-014, 0177956-015, 0177956-016, 0177956-017, 0177956-018, 0178025-002, 0178025-003, 0178025-005, 0178025-006, 0178025-007, 0178025-008, 0178027-001, 0178027-002, 0178027-003, 0178027-004, 0178027-005, 0178027-006, 0178090-001, 0178090-002, 0178090-003, 0178163-001, 0178709-007, 0178883-001, 0178883-003, 0179114-000, 0184651-000, 0185111-001, 0185111-002, 0185111-003, 0185111-005, 0185111-006, 0186002-001, 0186002-002, 0186002-003

PROSPECTS: SWORDFISH PROSPECT

CONTRACTS:

DIVISION REMARKS: LEON COUNTY RECORDING INFO: 1604/622 - MADISON COUNTY: 1351/273

LANDMAN: JARED BARDEN LAND TECH: VANESSA HANCOCK

CREATED DATE: 05/09/2014 CREATED BY: Vanessa Hancock

UPDATE DATE: 05/09/2014 UPDATED BY: vkirchner

Doc Bk Vol Pg
00406402 OR 1604 622

DECLARATION OF POOLED UNIT

EOG RESOURCES, INC. – THE GOLDEN WAVE UNIT

STATE OF TEXAS

Doc Bk Vol Pg
87557 OR 1351 273

COUNTIES OF MADISON & LEON

That **EOG RESOURCES, INC.**, a Delaware Corporation, whose address is P.O. Box 4362, Houston, Texas 77210, (hereinafter referred to as "Lessee") is the present Lessee and owner of all or a part of the oil and gas leasehold estate created under those oil, gas and mineral leases referred to or described in Exhibit "A", which exhibit is attached to and incorporated by reference (collectively referred to as the "Leases"). Each of the Leases authorizes the Lessee to pool, unitize, or combine all or a portion of the lands covered by the Leases with other lands, or leases to form a Pooled Unit for the exploration, development, and production of oil, gas, and other hydrocarbons from the lands covered by the Leases or pooled therewith. The pooling, unitization, and combination of the Leases to form a Pooled Unit as, described below, is necessary and proper to prudently develop and/or operate the Leases.

IN CONSIDERATION OF THE PREMISES, and pursuant to and in accordance with the terms and provisions of the Leases and the authority granted thereby, the undersigned Lessee pools, unitizes, and combines (a) the Leases, including all renewals, extensions, ratifications, and amendments of the Leases, (b) the lands covered by the Leases, (c) the mineral and/or royalty estates in the lands subject to the Leases, and (d) the overriding royalty interests in the Leases and lands described on Exhibits "A" and "B" which the undersigned Lessee has the authority to pool, into a unit for the exploration, development, and production of oil, gas, and other hydrocarbons, INSOFAR ONLY as the foregoing cover and include the land described on Exhibit "B" and depicted on Exhibit "C" (hereafter referred to as the "Pooled Unit"), which is named the THE GOLDENWAVE UNIT and shall be deemed to contain 456.9637 acres.

It is the intention of Lessee that all leasehold, mineral, mineral royalty and other rights and interests affecting the lands within the Pooled Unit are hereby combined into and designated as a part of said Pooled Unit all depths below the base of the Aguila Vado (Eagleford) interval. For all purposes hereof, the base of the Aguila Vado (Eagleford) interval shall be defined as the correlative stratigraphic point equivalent to that point found at 7,180 feet as shown on the log of the Simms No. 1, API 289-30831, C. Bennett Survey, A-1214, Leon County, Texas.

Production from the Pooled Unit shall be allocated proportionately among all of the tracts within the Pooled Unit in the proportion which the number of surface acres in each tract bears to the total number of surface acres in the Pooled Unit. From and after the Effective Date of this Declaration of Pooled Unit, production from or operations on any part of the Pooled Unit shall be deemed to be production from or operations on each of Leases sufficient to maintain the Leases in force and effect in accordance with the terms thereof. If at any time any tract of land or interest within the Pooled Unit is not properly pooled or unitized by this Declaration, or is not committed to the Pooled Unit for any reason, such fact shall not affect, terminate, impair, or otherwise invalidate the Pooled Unit as to any other interest which would otherwise be properly pooled or unitized by this Declaration.

In the event the undersigned, as of the effective date of this Declaration, owns any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to in this Declaration which cover lands within the lands described on Exhibit "B", or any interest for which ratification of the Pooled Unit created by this Declaration is necessary, those interests are hereby pooled and combined into the Pooled Unit, without the necessity of specifically enumerating such interest or interests or the specific land which they cover or in which they are held.

The undersigned Lessee expressly reserves the right, from time to time, to amend this Declaration of Pooled Unit, and its terms and provisions, and to change the size and area of and interests covered by the Pooled Unit, including, without limitation, the power: (i) to change, reduce, enlarge, or extend the size or configuration of the unit area; (ii) to include any other formation or formations and any other mineral or minerals in, under, or produced from the Pooled Unit, all in accordance with the terms and provisions of the Leases; (iii) to include in the Pooled Unit or in any amendments thereto, oil, gas, and mineral leases, or interests in the lands described, covering interests in the Pooled Unit area, which are secured or obtained subsequent to the Effective date of this Declaration, or prior to the Effective date of this Declaration and not included or described in this Declaration; and, (iv) to include in the Pooled Unit or in any amendments thereto, any interests

in the Pooled Unit which are not otherwise included. The Pooled Unit may be dissolved or terminated by the undersigned Lessee at any time or for any reason by an instrument filed in the official real property records of the county in which the Pooled Unit is located.

This Declaration of Pooled Unit shall be binding on the heirs, representatives, successors and assigns, as applicable, of the undersigned Lessee and of the Lessors in the Leases identified in Exhibit "A" and of each mineral and/or royalty owner whose interest is pooled hereby.

The Pooled Unit created by this Declaration shall be effective as of the date provided for below and shall remain in force as long as oil, gas or other hydrocarbons are being produced from the Pooled Unit, or so long as the Pooled Unit Leases are maintained in force and effect by payment or tender of shut-in royalties or by any other means in the manner provided for under the terms of the Leases.

This Declaration of Pooled Unit may be executed in multiple counterparts, no one of which need be executed by all the Parties hereto. Each Party hereby authorizes the removal of the signature pages and reassembly of the same into a single document composed of one copy of the substantive portion of the Declaration attached to the multiple, separately executed pages of the signatures. This Declaration of Pooled Unit is executed as of the dates of the acknowledgments below.

IN WITNESS WHEREOF, this instrument shall be dated effective as of the 6th day of May, 2014

LESSEE:

EOG RESOURCES, INC.

By: Ernest J. LaFlure
Ernest J. LaFlure
Vice President and General Manager

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the 6th day of May, 2014, by Ernest J. LaFlure, as Vice President and General Manager of **EOG RESOURCES, INC.**, a Delaware corporation, on behalf of said corporation.

Judy Ann Pond
Notary Public in and for the State of Texas

My commission expires:

JUDY ANN POND
Notary Public, State of Texas
My Commission Expires
September 01, 2017

EXHIBIT "A"
Attached to and made a part of that certain Declaration of Pooled Unit:
EOG RESOURCES, INC. – THE GOLDEN WAVE UNIT.

RECORDING REFERENCES ARE TO THE OFFICIAL RECORDS OF MADISON COUNTY, TEXAS AND LEON COUNTY, TEXAS AND ARE MADE HERE FOR ALL PURPOSES:

1. Oil and Gas Lease, dated May 5, 2009 but effective April 25, 2009, between Gibbs Brothers & Company, L.P., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 974, Page 288 of the Official Records of Madison County, Texas.

2. Oil and Gas Lease, dated January 12, 2012 but effective May 4, 2012, between Kerry W. Johnson and wife, Anne C. Johnson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1142, Page 4 of the Official Records of Madison County, Texas.

3. Oil, Gas and Mineral Lease, dated March 26, 2013, between Amy Fulton and Ryan Fulton Trust Created U/W/O, John Roy Fulton, By: Dianne Hess & Eileen Maas, as Co-Trustees, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1252, Page 274 of the Official Records of Madison County, Texas.

4. Oil and Gas Lease, dated February 24, 2011, between Andrea R. Gossett, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 177 of the Official Records of Madison County, Texas.

5. Oil and Gas Lease, dated June 15, 2011, between Cahaba Partnership, LTD., by and through Linda K. Jackson, General Partner, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 508 of the Official Records of Leon County, Texas.

6. Oil and Gas Lease, dated February 15, 2011, between Debbie Schulz Wilson, and husband, Wayne B. Wilson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 179 of the Official Records of Madison County, Texas.

7. Oil and Gas Lease, dated March 3, 2011, between Diane Hess, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 170 of the Official Records of Madison County, Texas.

8. Oil and Gas Lease, dated February 18, 2011, between Donald K. Baker, and wife, Joan Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 187 of the Official Records of Madison County, Texas.

9. Oil and Gas Lease, dated February 10, 2011, between Dorothy Blackman Russell, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 194 of the Official Records of Madison County, Texas.

10. Oil and Gas Lease, dated March 3, 2011, between Eileen Maas, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1097, Page 81 of the Official Records of Madison County, Texas.

11. Oil and Gas Lease, dated February 18, 2011, between Frank J. Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 190 of the Official Records of Madison County, Texas.

12. Oil and Gas Lease, dated September 26, 2011, between Harvey Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1119, Page 7 of the Official Records of Madison County, Texas.

13. Oil and Gas Lease, dated February 24, 2011, between Janet B. Gilbert and husband, Gerald Gilbert, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 192 and re-recorded in Volume 1119, Page 10 of the Official Records of Madison County, Texas.

14. Oil and Gas Lease, dated February 21, 2011, between Jay Schulz and wife, Nicole Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1105, Page 279 of the Official Records of Madison County, Texas.

15. Oil and Gas Lease, dated February 21, 2011, between Jill Alexander Essbaum, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 173 of the Official Records of Madison County, Texas.

16. Oil and Gas Lease, dated February 10, 2011, between Luna Ann Schulz Lassiter, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 183 of the Official Records of Madison County, Texas.

17. Oil and Gas Lease, dated February 24, 2011, between Michael Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1087, Page 274 of the Official Records of Madison County, Texas.

18. Oil and Gas Lease, dated February 15, 2011, between Peggy Schulz Mote, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 181 of the Official Records of Madison County, Texas.

19. Oil and Gas Lease, dated February 10, 2011, between Walter Lee Schulz, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 185 of the Official Records of Madison County, Texas.

20. Oil and Gas Lease, dated March 17, 2011, between Ben Tisinger Beard, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 179 of the Official Records of Madison County, Texas.

21. Oil and Gas Lease, dated March 24, 2011, between Benjamin M. Wagman, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 164 of the Official Records of Madison County, Texas.

22. Oil and Gas Lease, dated March 17, 2011, between Carolyn Moore Lawrence, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 185 of the Official Records of Madison County, Texas.

23. Oil and Gas Lease, dated March 17, 2011, between Charles B. Beard, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 188 of the Official Records of Madison County, Texas.

24. Oil, Gas and Mineral Lease, dated June 10, 2009, but effective July 5, 2009, between Cullen T. Grinnan, and wife, Donna Grinnan, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 42 of the Official Records of Madison County, Texas.

25. Oil, Gas and Mineral Lease, dated June 10, 2009, but effective July 5, 2009, between David S. Grinnan, and wife, Debbie Grinnan, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 38 of the Official Records of Madison County, Texas.

26. Oil and Gas Lease, dated March 17, 2011, between Gary Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 167 of the Official Records of Madison County, Texas.

27. Oil, Gas and Mineral Lease, dated September 9, 2013, between George D. Lindsey and wife, Dennie L. Lindsey, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1286, Page 339 of the Official Records of Madison County, Texas.

28. Oil, Gas and Mineral Lease, dated September 9, 2013, between James Rodney Lindsey and wife Peggy Dame Lindsey, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1288, Page 62 of the Official Records of Madison County, Texas.

29. Oil and Gas Lease, dated March 17, 2011, between Jerry Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1087, Page 269 of the Official Records of Madison County, Texas.

30. Oil and Gas Lease, dated March 24, 2011, between Jocelyn M. Wagman, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1085, Page 167 of the Official Records of Madison County, Texas.

31. Oil, Gas and Mineral Lease, dated September 9, 2013, between Paul Lindsey and wife, Gayle H. Lindsey, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1288, Page 60 of the Official Records of Madison County, Texas.

32. Oil and Gas Lease, dated March 17, 2011, between Talmage Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1080, Page 182 of the Official Records of Madison County, Texas.

33. Oil, Gas and Mineral Lease, dated June 10, 2009, but effective July 5, 2009, between William F. Grinnan, Jr., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 982, Page 209 of the Official Records of Madison County, Texas.

34. Oil and Gas Lease, dated July 7, 2011, between William Nelson Taylor, III, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1114, Page 100 and re-recorded in Volume 1137, Page 76 of the Official Records of Madison County, Texas.

35. Oil, Gas and Mineral Lease, dated April 12, 2013, but effective April 18, 2013, between W.A. Bilsing and wife, Shirley Bilsing, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 1264, Page 157 of the Official Records of Madison County, Texas.

36. Oil and Gas Lease, dated May 4, 2011, between Carl E. Dowden, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 750 of the Official Records of Leon County, Texas.

37. Oil and Gas Lease, dated June 16, 2011, between Carolyn Sue Warneke, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1481, Page 519 of the Official Records of Leon County, Texas.

38. Oil and Gas Lease, dated May 4, 2011, between Darlene Stephens, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 758 of the Official Records of Leon County, Texas.

39. Oil and Gas Lease, dated June 16, 2011, between Margaret Joan Hollis, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 824 of the Official Records of Leon County, Texas.

40. Oil and Gas Lease, dated June 16, 2011, between Russell Harold Hollis, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 826 of the Official Records of Leon County, Texas.

41. Oil and Gas Lease, dated June 5, 2012, between Sandra Kaye Burns, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1521, Page 635 of the Official Records of Leon County, Texas.

42. Oil and Gas Lease, dated August 18, 2011, between Clinton Manning and wife, Teresa Manning, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1490, Page 38 of the Official Records of Leon County, Texas.

43. Oil and Gas Lease, dated April 27, 2011, between Derwin Gustavus and wife, Edelweiss Gustavus, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1476, Page 630 of the Official Records of Leon County, Texas.

44. Oil and Gas Lease, dated April 27, 2011, between Eunice S. Hibbeler, (aka Eunice Sharp) by Roger Wayne Sharp, her attorney in fact, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 510 of the Official Records of Leon County, Texas.

45. Oil and Gas Lease, dated April 27, 2011, between Zela E. Hodges, individually and as Trustee of the Lowell T. Hodges and Zela E. Hodges Revocable Living Trust, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 548 of the Official Records of Leon County, Texas.

46. Oil, Gas and Mineral Lease, dated March 26, 2013, between Amy Fulton and Ryan Fulton Trust Created U/W/O, John Roy Fulton, By: Dianne Hess & Eileen Maas, as Co-Trustees, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1554, Page 797 of the Official Records of Leon County, Texas.

47. Oil and Gas Lease, dated April 19, 2011, between Andrea R. Gossett, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 526 of the Official Records of Leon County, Texas.

48. Oil and Gas Lease, dated April 19, 2011, Debbie Schulz Wilson, and husband Wayne B. Wilson, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 522 of the Official Records of Leon County, Texas.

49. Oil and Gas Lease, dated April 19, 2011, between Dianne Hess, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 925 of the Official Records of Leon County, Texas.

50. Oil and Gas Lease, dated April 19, 2011, between Donald K. Baker and wife, Mary Joan Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1473, Page 1 of the Official Records of Leon County, Texas.

51. Oil and Gas Lease, dated April 19, 2011, between Dorothy Blackman Russell, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 923 of the Official Records of Leon County, Texas.

52. Oil, Gas and Mineral Lease, dated April 19, 2011, between Eileen Maas, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 530 of the Official Records of Leon County, Texas.

53. Oil and Gas Lease, dated April 19, 2011, between Frank J. Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1473, Page 3 of the Official Records of Leon County, Texas.

54. Oil and Gas Lease, dated September 26, 2011, between Harvey Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1490, Page 630 of the Official Records of Leon County, Texas.

55. Oil and Gas Lease, dated April 19, 2011, between Janet B. Gilbert and husband, Gerald Gilbert, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 921 of the Official Records of Leon County, Texas.

56. Oil and Gas Lease, dated May 18, 2011, between Jay Schulz and wife, Nicole Schulz, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 848 of the Official Records of Leon County, Texas.

57. Oil and Gas Lease, dated May 18, 2011, between Jill Alexander Essbaum, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 528 of the Official Records of Leon County, Texas.

58. Oil and Gas Lease, dated April 19, 2011, between Luna Anne Schulz Lassiter, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1473, Page 5 and a Correction thereof recorded in Volume 1478, Page 506 of the Official Records of Leon County, Texas.

59. Oil and Gas Lease, dated April 19, 2011, between Michael Baker, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1472, Page 927 of the Official Records of Leon County, Texas.

60. Oil and Gas Lease, dated April 19, 2011, between Peggy Schulz Mote, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1478, Page 518 of the Official Records of Leon County, Texas.

61. Oil and Gas Lease, dated June 15, 2011, between Virginia Ruth Jackson, by and through Linda K. Jackson, her Attorney-in-Fact, Lessor, Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 850 of the Official Records of Leon County, Texas.

62. Oil and Gas Lease, dated April 19, 2011, between Walter Lee Schulz, Jr., Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1474, Page 753 of the Official Records of Leon County, Texas.

63. Oil, Gas and Mineral Lease, dated July 6, 2009, between Betty Ann Lewis, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 101 of the Official Records of Madison County, Texas.

64. Oil, Gas and Mineral Lease, dated July 9, 2009, between Clarence Scheidemantel, Jr., Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 135 of the Official Records of Madison County, Texas.

65. Oil, Gas and Mineral Lease, dated July 6, 2009, between David C. Elmendorf and wife, Mamie E. Elmendorf, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 985, Page 51 of the Official Records of Madison County, Texas.

66. Oil and Gas Lease, dated November 8, 2011, between Donald Drew Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 857 of the Official Records of Leon County, Texas.

67. Oil and Gas Lease dated July 1, 2011, between Joy Bellush, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1482, Page 818 of the Official Records of Leon County, Texas, with said instruments being corrected by that certain Correction Paid Up Oil and Gas Lease and that certain Corrected Memorandum of Oil and Gas Lease, the latter of which has been recorded in Volume 1572, Page 832 of the Official Records of Leon County, Texas.

68. Oil and Gas Lease, dated June 7, 2011, between Maxine Laningham Moore, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1481, Page 524 of the Official Records of Leon County, Texas.

69. Oil and Gas Lease, dated November 8, 2011, between Robert Jeremy Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 859 of the Official Records of Leon County, Texas.

70. Oil and Gas Lease, dated November 8, 2011, between Rodney Jason Laningham, Lessor, and Istrouma Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1499, Page 855 of the Official Records of Leon County, Texas.

71. Oil, Gas and Mineral Lease, dated September 18, 2013, between Stephen Edward Edmundson, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1574, Page 14 of the Official Records of Leon County, Texas.

72. Oil and Gas Lease, dated July 16, 2013, between the Commissioner of the General Land Office of the State of Texas, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1277, Page 38 of the Official Records of Madison County, Texas, and also being recorded in Volume 1570, Page 75 of the Official Records of Leon County, Texas.

73. Oil, Gas and Mineral Lease, dated July 21, 2009, between Carlysle H. Marbach, and wife, Nita F. Marbach, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil Oil, Gas and Mineral Lease recorded in Volume 992, Page 332 of the Official Records of Madison County, Texas.

74. Oil, Gas and Mineral Lease, dated June 1, 2009, between Joe N. Spikes, and wife, Patricia Spikes, Lessor, and East Texas Oil & Gas, LLC, Lessee, as referenced in that Oil, Gas and Mineral Lease recorded in Volume 978, Page 56 of the Official Records of Madison County, Texas.

75. Oil and Gas Lease, dated February 4, 2014, between the Commissioner of the General Land Office of the State of Texas, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Oil and Gas Lease recorded in Volume 1591, Page 133 of the Official Records of Leon County, Texas.

76. Oil, Gas and Mineral Lease, dated March 19, 2014, between Edelweiss Gustavus, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 153 of the Official Records of Leon County, Texas.

77. Oil, Gas and Mineral Lease, dated March 17, 2014, between Shirley Richards, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 149 of the Official Records of Leon County, Texas.

78. Oil, Gas and Mineral Lease, dated March 19, 2014, between Wayne Sharp, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 155 of the Official Records of Leon County, Texas.

79. Oil, Gas and Mineral Lease, dated March 20, 2014, between Hal B. Sharp, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 147 of the Official Records of Leon County, Texas.

80. Oil, Gas and Mineral Lease, dated March 20, 2014, between Zela E. Hodges, Lessor, and EOG Resources, Inc., Lessee, as referenced in that Memorandum of Oil and Gas Lease recorded in Volume 1594, Page 151 of the Official Records of Leon County, Texas.

END OF EXHIBIT "A"

EXHIBIT "B"
Attached to and made a part of that certain Declaration of Pooled Unit:
EOG RESOURCES, INC. – THE GOLDEN WAVE UNIT.

NICHOLAS COPELAND SURVEY, ABSTRACT NO. 162
ELI W. FENN SURVEY, ABSTRACT NO. 96
LEON & MADISON COUNTIES, TEXAS

THE GOLDEN WAVE UNIT
METES AND BOUNDS DESCRIPTION FOR A
CALLED 456.9637 ACRE UNIT

BEING a called 456.9637 acre unit situated in the Nicholas Copeland Survey, Abstract 162, Leon County, Texas and the Eli W. Fenn Survey, Abstract 96, Madison County, Texas. **Tract No. 1 – 141.8222 acres**, being a part of that certain Linda Kurtz Jackson, Trustee, called 297.184 acre tract (Tract 5), recorded in Volume 232, Page 737. **Tract No. 2 – 102.0000 acres**, being a part of that certain Roland T. Jackson, called 102 acre tract, recorded in Volume 346, Page 4. **Tract No. 3 – 61.7846 acres**, being a part of that certain Linda Kurtz Jackson, Trustee, called 105.034 acre tract, recorded in Volume 232, Page 737. **Tract No. 4 – 50.0000 acres**, being a part of that certain W.A. Bilsing, called 50 acre tract, recorded in Volume 177, Page 137. **Tract No. 5 – 46.000 acres**, being a part of that certain W.A. Bilsing, called 46 acre tract, recorded in Volume 160, Page 745. **Tract No. 6 – 23.8229 acres**, being a part of that certain Russell Harold Hollis, et al., called 214.0 acre tract, recorded in Volume 1326, Page 313. **Tract No. 7 – 12.7180 acres**, being a part of that certain Clinton Manning, called 21.76 acre tract (Tract One), recorded in Volume 867, Page 245. **Tract No. 8 – 4.8870 acres**, being a part of that certain Linda Kurtz Jackson, Trustee, called 102 acre tract, recorded in Volume 346, Page 04. **Tract No. 9 – 4.6748 acres**, being a part of that certain Clarence Scheidemantel et ux, called 100 acre tract, recorded in Volume 124, Page 623. **Tract No. 10 – 0.0408 acres**, being a part of that certain Clinton Manning, called 4.04 acre tract (Tract Two), recorded in Volume 867, Page 245. **Tract No. 11 – 2.6754 acres**, being a part of that certain The State of Texas tract (Texas State Highway OSR R.O.W.). **Tract No. 12 – 2.0573 acres**, being a part of that certain Kerry W. Johnson - TL, called 2 acre tract, recorded in Volume 53, Page 263. **Tract No. 13 – 1.9206 acres**, being a part of that certain The State of Texas tract (Texas State Highway OSR R.O.W.). **Tract No. 14 – 0.5866 acres**, being a part of that certain The State of Texas tract (Texas State Highway OSR R.O.W.). **Tract No. 15 – 1.3113 acres**, being a part of that certain Gerald L. King, Trustee, called 11.26 acre tract, recorded in Volume 251, Page 293. **Tract No. 16 – 0.6622 acres**, being a part of that certain Gerald L. King, Trustee, called 2.48 acre tract, recorded in Volume 251, Page 293. Said called 456.9637 acre unit to be more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod (found) in the north boundary line of the above referenced Roland T. Jackson, called 102 acre tract, being at the most westerly southwest corner of the above referenced Russell Harold Hollis, et al., called 214.0 acre tract, and being at the southeast corner of that certain Timothy L. Mitchell et ux, called 7.67 acre tract (Tract 2), recorded in Volume 1425, Page 267.

THENCE North 56° 56' 39" East, for a distance of 1,826.92 feet, with the north boundary line of said 102 acre tract, with an interior boundary line of said 214.0 acre tract, for a distance of 1,826.92 feet, to a point for corner;

THENCE South 34° 21' 50" East, for a distance of 7,850.49 feet, to a point for corner in the south boundary line of the above referenced Gerald L. King, Trustee, called 11.26 acre tract and being in the north boundary line of that certain Lamar K. Spikes et ux, called 36.23 acre tract, recorded in Volume 427, Page 704;

THENCE South 75° 32' 59" West, for a distance of 268.94 feet, with the south boundary line of said 11.26 acre tract, with the north boundary line of said 36.26 acre tract, with the north boundary line of that certain Jake Howard, called 172.90 acre tract, recorded in Volume 425, Page 281, to a point for corner at the southwest corner of said 11.26 acre tract, being at the northwest corner of said 172.90 acre tract, being at the most southerly south corner of said 68.74 acre tract, and being at the southeast corner of said 2 acre tract;

THENCE South 44° 58' 15" West, for a distance of 42.17 feet, with the south boundary line of said 2 acre tract, to a point for corner;

THENCE North 62° 12' 39" West, for a distance of 39.26 feet, with the south boundary line of said 2 acre tract, to a point for corner;

THENCE South 76° 40' 45" West, for a distance of 2,162.22 feet, with the south boundary line of said 2 acre tract, with the south boundary line of said 297.184 acre tract, to a point for corner at the southwest corner of said 297.184 acre tract and being in the east boundary line of said 105.034 acre tract;

THENCE South 03° 24' 44" East, for a distance of 1,654.47 feet, with the east boundary line of said 105.034 acre tract, with the east boundary line of said 100 acre tract, with the west boundary line of that certain B.F. Horttor, called 97.9 acre tract, recorded in Volume 38, Page 403, to a point for corner;

THENCE North 34° 16' 24" West, for a distance of 3,726.97 feet, to a point for corner in the west boundary line of said 105.034 acre tract and being in the east boundary line of that certain Linda Kurtz Jackson, Trustee, called 158.79 acre tract (Tract 3), recorded in Volume 232, Page 737;

THENCE North 02° 27' 19" West, for a distance of 2,335.68 feet, with the west boundary line of said 105.034 acre tract, with the east boundary line of 158.79 acre tract, with the west boundary line of said 46 acre tract, with the east boundary line of that certain W.C. McMahon, called 150.35 acre tract (3rd Tract), recorded in Volume 72, Page 462, to a point for corner in the approximate centerline of County Line Road;

THENCE South 55° 38' 46" West, for a distance of 439.99 feet, with the centerline of County Line Road, to a point for corner;

THENCE North 34° 01' 25" West, for a distance of 34.14 feet, to a point for corner at the southwest corner of said 102 acre tract and being at the southeast corner of that certain William A. Teague, Trustee, called 87 acre tract, recorded in Volume 617, Page 162;

THENCE North 33° 24' 09" West, for a distance of 1,057.24 feet, with the west boundary line of said 102 acre tract, with the east boundary line of 87 acre tract, to a point for corner;

THENCE North 32° 52' 33" West, for a distance of 465.12 feet, with the west boundary line of said 102 acre tract, with the east boundary line of 87 acre tract to a point for corner;

THENCE North 32° 24' 07" West, for a distance of 1,159.81 feet, with the west boundary line of said 102 acre tract, with the east boundary line of 87 acre tract to a point for corner at the northwest corner of said 102 acre tract, being at the northeast corner of said 87 acre tract, and being at the southwest corner of said 7.67 acre tract;

THENCE North 56° 41' 38" East, for a distance of 485.04 feet, with the north boundary line of said 102 acre tract, with the south boundary line of said 7.67 acre tract, to a point for corner; back to the place of beginning of said **called 456.9637 acre unit.**

This description does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

Bearings are based on the Texas Coordinate System, Central Zone, North American datum of 1983 (1996 adjustment) as determined from GPS observations/NGS OPUS solutions.

I, Kenny G. Williams, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from an actual survey made on the ground under my supervision during the month of April, 2014.

GIVEN UNDER MY HAND AND SEAL, this the 1st day of May, 2014.

Kenny G. Williams
Registered Professional
Land Surveyor No. 5680

END OF EXHIBIT "B"

Doc Bk Vol Pg
00406402 OR 1604 632

EXHIBIT "C"
Attached to and made a part of that certain Declaration of Pooled Unit:
EOG RESOURCES, INC. – THE GOLDEN WAVE UNIT.

Doc Bk Vol Pg
87557 OR 1351 283

(Plat shown on following page)

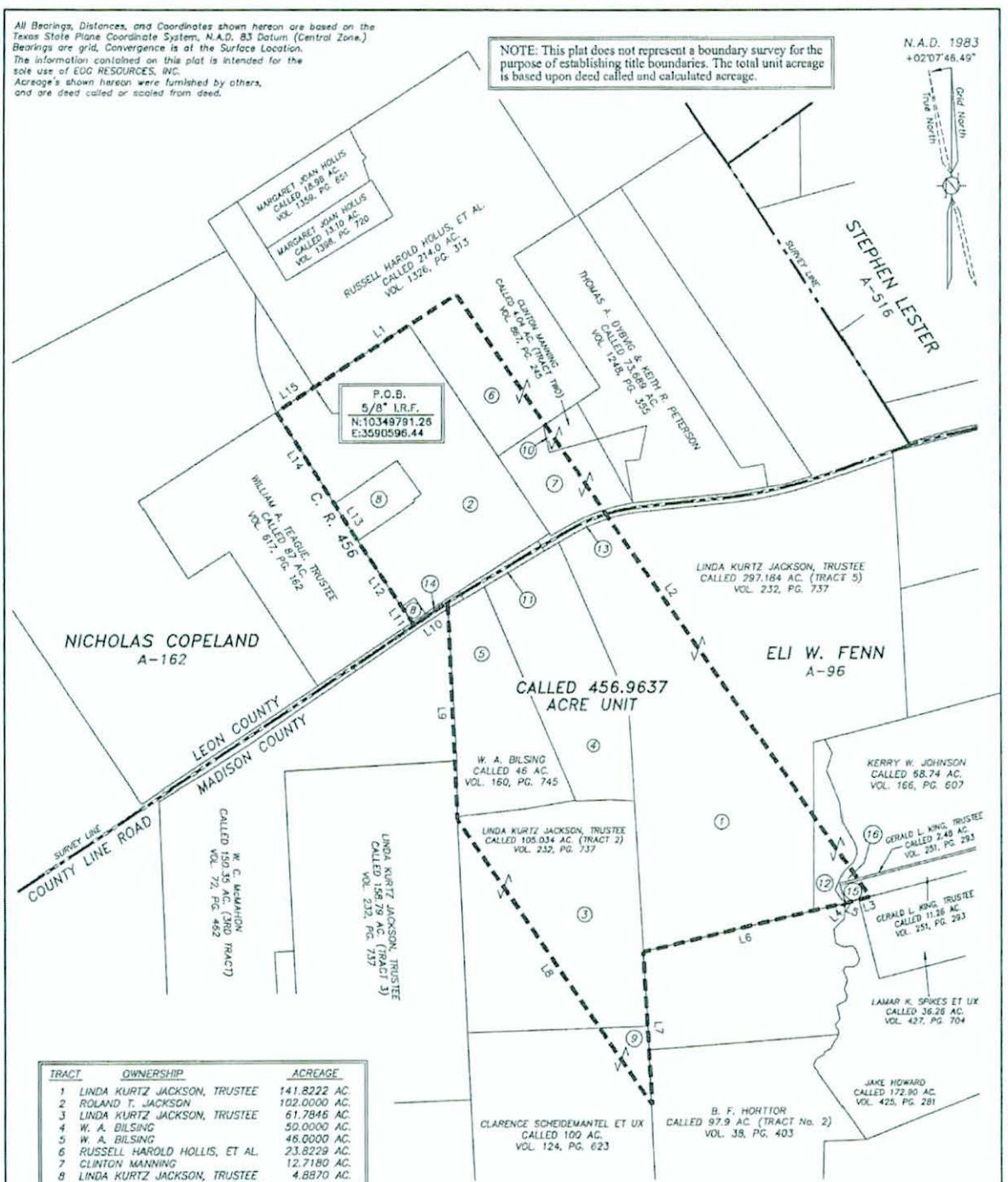
Doc Bk Vol Pg
87557 OR 1351 284

Doc Bk Vol Pg
00406402 OR 1604 633

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 83 Datum (Central Zone.) Bearings are grid, Convergence is at the Surface Location. The information contained on this plat is intended for the sole use of EOG RESOURCES, INC. Acreage's shown hereon were furnished by others, and are deed called or scaled from deed.

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called and calculated acreage.

N.A.D. 1983
+02°07'46.49"
Grid North
True North



TRACT	OWNERSHIP	ACREAGE
1	LINDA KURTZ JACKSON, TRUSTEE	141.8222 AC.
2	ROLAND T. JACKSON	102.0000 AC.
3	LINDA KURTZ JACKSON, TRUSTEE	61.7846 AC.
4	W. A. BILSING	50.0000 AC.
5	W. A. BILSING	46.0000 AC.
6	RUSSELL HAROLD HOLLIS, ET AL.	23.8229 AC.
7	CLINTON MANNING	12.7180 AC.
8	LINDA KURTZ JACKSON, TRUSTEE	4.8870 AC.
9	CLARENCE SCHEIDEMANTEL ET UX	4.6748 AC.
10	CLINTON MANNING	0.0408 AC.
11	STATE OF TEXAS - OSR R.O.W.	2.6754 AC.
12	KERRY W. JOHNSON - TL	2.0573 AC.
13	STATE OF TEXAS - OSR R.O.W.	1.9206 AC.
14	STATE OF TEXAS - OSR R.O.W.	0.5866 AC.
15	GERALD L. KING, TRUSTEE	1.3113 AC.
16	GERALD L. KING, TRUSTEE	0.6522 AC.
	TOTAL	456.9637 AC.

LINE	BEARING	DISTANCE
L1	N. 56°56'39" E.	1826.92'
L2	S. 34°21'50" E.	7850.49'
L3	S. 75°32'59" W.	268.94'
L4	S. 44°58'15" W.	42.17'
L5	N. 62°12'39" W.	39.26'
L6	S. 76°40'45" W.	2162.22'
L7	S. 03°24'44" E.	1654.47'
L8	N. 34°16'24" W.	3726.97'

LINE	BEARING	DISTANCE
L9	N. 02°27'19" W.	2335.68'
L10	S. 55°38'46" W.	439.99'
L11	N. 34°01'25" W.	34.14'
L12	N. 33°24'09" W.	1057.24'
L13	N. 32°52'33" W.	465.12'
L14	N. 32°24'07" W.	1159.81'
L15	N. 56°41'38" E.	485.04'

0' 1000' 2000' 3000'

SCALE: 1" = 1000'

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny C. Williams DATE: 04/30/14

STATE OF TEXAS
REGISTERED
KENNY C. WILLIAMS
5680
PROFESSIONAL
LAND SURVEYOR

UNIT PLAT
EOG RESOURCES, INC.
THE GOLDEN WAVE UNIT, WELL NO. 1H
MADISON & LEON COUNTIES, TEXAS

TBPLS FIRM REGISTRATION No. 10025700

"CANARY" Quadrangle
Situated 5.5 Miles SW of Normangee, TX.

PREPARED BY:
STANGER
SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

T140192-GOLDEN WAVE UNIT ONLY PLAT

Doc 87557 Bk OR Vol 1351 Pg 285

Doc 00406402 Bk OR Vol 1604 Pg 634

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK
Madison County, TEXAS

Document Number: 87557

Amount: 74.00

Receipt Number: 15644

Vol: 1351 Page: 273

Recorded: Jul 14,2014 at 04:26P

By,
Julia Arizpe, Deputy

END OF EXHIBIT "C"

Filed for Record in: Leon County
On: Jul 14,2014 at 03:26P
As a Recordings
Document Number: 00406402
Amount: 63.00
Receipt Number: 134316
By: Mary Hargrave

STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Jul 14,2014
Christie Wakefield, Leon County Clerk
Leon County

Edd Fieldhouse
C/S K77010

(12)

File No. MF115444

Leon / Madison County

Unit 7988 Designation

Date Filed: 6/27/16

George P. Bush, Commissioner

By MB Barnstone

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 29, 2016

Michael Elender
John L. Robertson, Inc.
500 Spring Hill Dr., STE 130

Spring, TX 77386

RE: GLO Assignment ID #9752 – MF115444, MF116207, MF116936, MF116938, MF117003, and MF117004 Leon and Madison Counties

Dear Mr. Elender:

The General Land Office received the following instrument and has filed it in the appropriate files.

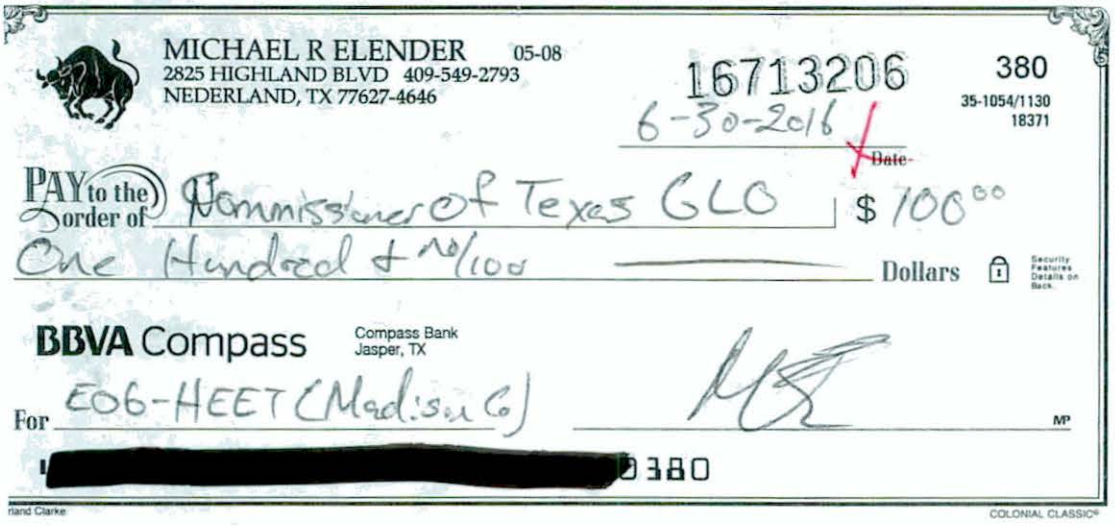
> Assignment, Assumption and Bill of Sale effective 04/01/16 from EOG Resources , Inc., Assignor to Hawkwood Energy East Texas, LLC, Assignee. Filed for record under Vol. 1668 Pg. 818- Leon County and Vol. 1541 Pg. 7- Madison County.

Filing fees in the amount of $200.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing
Energy Resources
(512) 463-5407
carl.bonn@glo.texas.gov

129



MICHAEL R ELENDER 05-08
2825 HIGHLAND BLVD 409-549-2793
NEDERLAND, TX 77627-4646

16713206

380
35-1054/1130
18371

6-30-2016
~~Date~~

PAY to the order of Commissioner of Texas GLO $ 100.00

One Hundred + No/100 Dollars

Security Features Details on Back.

BBVA Compass Compass Bank Jasper, TX

For EOG-HEET (Madison G)

[redacted]0380

MP

rland Clarke

COLONIAL CLASSIC®

Mail to: Texas General Land Office
Attn: Energy Resources
P.O. 12873
Austin, Texas 78711-2873

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):
Assignment Deed of Trust Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
LEON	1668	817	5/18/2016 / 4/1/2016
MADISON	1541	7	5/18/2016 / 4/1/2016

ASSIGNMENT FEE: $25 per State Lease (additional $25 after 90 days)
INTEREST BEING CONVEYED: (mark one)

Working Interest: Overriding Royalty Interest: Other (explain):

Remarks:

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. EOG RESOURCES, INC.	HAWKWOOD ENERGY EAST TEXAS, LLC	100	100	0
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. MF116936	MADISON				NO
2. MF116938	LEON				NO
3. MF117003	LEON				NO
4. MF117004	LEON				NO

MLS

Preparer's Signature

Michael Elender
Name (please print)

mrelender@gmail.com
E-Mail Address

409-549-2793
Telephone Number

Proj. Manager
Title

6/30/2016
Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

John L. Robertson, Inc.
Company Name

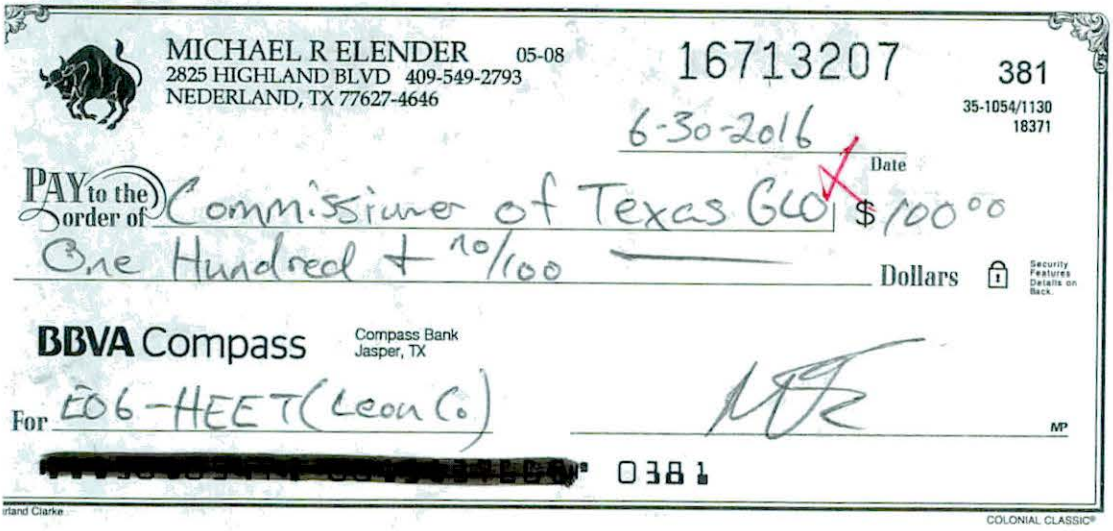
500 Spring Hill Dr., Ste 130
Mailing Address

Spring, TX 77386
City/State/Zip

Visit our Web Site at www.glo.texas.gov

MLS

129



MICHAEL R ELENDER 05-08
2825 HIGHLAND BLVD 409-549-2793
NEDERLAND, TX 77627-4646

16713207

381

35-1054/1130
18371

6-30-2016
Date

PAY to the order of Commissiner of Texas GLO $100.00

One Hundred + 10/100 Dollars

Security Features Details on Back.

BBVA Compass
Compass Bank
Jasper, TX

For E06-HEET(Leon Co)

MP

[redacted] 0381

Irland Clarke

COLONIAL CLASSIC®

7.516

Mail to: Texas General Land Office
Attn: Energy Resources
P.O. 12873
Austin, Texas 78711-2873

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):
Assignment Deed of Trust Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
LEON	1668	817	5/18/2016 / 4/1/2016
MADISON	1541	7	5/18/2016 / 4/1/2016

ASSIGNMENT FEE: $25 per State Lease (additional $25 after 90 days)
INTEREST BEING CONVEYED: (mark one)

Working Interest: Overriding Royalty Interest: Other (explain):

Remarks:

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. EOG RESOURCES, INC.	HAWKWOOD ENERGY EAST TEXAS, LLC	100	100	0
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. MF117003	LEON				NO
2. MF117004	LEON				NO
3. MF115444	MADISON				NO
4. MF116207	LEON				NO

Preparer's Signature

Michael Elender
Name (please print)

mrelender@gmail.com
E-Mail Address

409-549-2793
Telephone Number

Proj. Manager
Title

6/30/2016
Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

John L. Robertson, Inc.
Company Name

500 Spring Hill Dr., Ste 130
Mailing Address

Spring, TX 77386
City/State/Zip

ID # 9752

Leon County

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

ASSIGNMENT, ASSUMPTION AND BILL OF SALE

THIS ASSIGNMENT, ASSUMPTION and BILL OF SALE (this "***Assignment***") from **EOG RESOURCES, INC.**, a Delaware corporation , with offices at 6101 South Broadway, Suite 200, Tyler, Texas 75703 (herein called "***Assignor***"), to **Hawkwood Energy East Texas, LLC**, a Delaware limited liability company, whose address is 4582 South Ulster Street, Suite 500, Denver, Colorado 80237 (herein called "***Assignee***"), is delivered to be effective as of 7:00 a.m. Central Time on **April 1, 2016** (the "***Effective Time***").

WHEREAS, this Assignment is being delivered pursuant to the terms of that certain Purchase and Sale Agreement dated as of May 18, 2016, between Assignor and Assignee, as amended (the "***Purchase Agreement***");

WHEREAS, any capitalized terms used, but not otherwise defined herein shall have the meanings attributed to them in the Purchase Agreement.

NOW, THEREFORE, for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the other terms and provisions hereof, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, effective as of the Effective Time, all of Assignor's right, title, and interest, in and to the following (such rights, titles and interests are collectively referred to herein as the "***Properties***"):

(i) the oil and gas leases, leasehold interests, and other rights and interests described in **Exhibit A** attached hereto (the "***Leases***"), including, without limitation, any rights granted under such Leases relating to frac ponds;

(ii) the wells (whether active, inactive, producing, or temporarily or permanently plugged and abandoned), including water wells, located on the lands covered by the Leases or allocable to the Leases, including, without limitation, those described on **Exhibit B**;

(iii) the rights-of-way, easements, licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature (including, without limitation, those easements and rights-of-way described in **Exhibit C**) to the extent relating to the Leases;

(iv) the equipment (including, without limitation, the material items of equipment described on **Exhibit D**), materials, fixtures, and improvements located on the lands covered by the Leases as of the Effective Time, appurtenant thereto, or used or obtained in connection with the Leases or with the production, treatment, sale, or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and other appurtenances thereunto belonging, other than leased equipment located on the Leases;

(v) the unitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or which relate to units or wells located on the lands covered by the Leases, including the units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title, and interest created thereby in the Leases;

(vi) gas purchase contracts, product purchase and sale agreements, gas gathering agreements, and gas processing agreements related to the Leases, and any other contracts or agreements, to the extent related to the interests described in subparts (i)-(v) above (to the extent any of the same are assignable); and

CERTIFICATION:
TRUE AND CORRECT
COPY OF ORIGINAL ON
FILE IN LEON COUNTY
CLERK'S OFFICE
ATTEST: Amy Kaiser
AMY KAISER

97K

***** Electronically Recorded Document *****

Leon County

Christie Wakefield
Leon County Clerk
Centerville, TX

Document Number: 2016-418259
Recorded As : ELECTRONIC RECORDING

Recorded On:	May 19, 2016
Recorded At:	02:22:47 pm
Number of Pages:	55
Book-VI/Pg:	Bk-OR VI-1668 Pg-817
Recording Fee:	$227.00

Parties:

Direct- EOG RESOURCES INC
Indirect- HAWKWOOD ENERGY EAST TEXAS LL

Receipt Number:	143654
Processed By:	Pat Jalufka

THIS PAGE IS PART OF THE INSTRUMENT

THE STATE OF TEXAS

CERTIFICATION:
TRUE AND CORRECT
COPY OF ORIGINAL ON
FILE IN LEON COUNTY
CLERK'S OFFICE
ATTEST: Amy Kaiser
AMY KAISER

91.5 .4

(vii) subject to Assignor's co-ownership interest as set forth in the definition of Excluded Assets, any raw data and analysis in which Assignor owns any right, title or interest as of the Closing Date that has been derived from testing core samples for the wells included in the Subject Assets.

Notwithstanding anything herein to the contrary, the Properties shall not include or be deemed to include any Excluded Assets. For the purposes hereof, the term "***Excluded Assets***" means (i) all of Assignor's corporate minute books and corporate financial records that relate to Assignor's business generally; (ii) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Properties with respect to any period of time prior to the Effective Time; (iii) all claims and causes of action of Assignor arising under or with respect to any contracts included in the Properties that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (iv) all rights and interests of Assignor under any policy or agreement of insurance, under any bond, or to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property; (v) all claims of Assignor for refunds of, credits attributable to, or loss carry forwards with respect to taxes attributable to any period (or portion thereof) prior to the Effective Time; (vi) all documents and instruments of Assignor that are protected by legal privilege (except for title opinions); (vii) all data and contracts that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties; (viii) all audit rights arising under any of the contracts or otherwise with respect to any period prior to the Effective Time; (ix) all geophysical and other seismic and related technical data and information relating to the Properties; (xi) any physical core samples for the wells included in the Properties, and with regard to any analysis of any of such core samples to which Assignor owns any right, title or interest, Assignor shall retain and reserve a co-interest in and to such core analysis (and Assignor shall have no restrictions on Assignor's post-Closing ability to use or dispose of such core analysis); and (xii) any assets described in **Exhibit E**.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights, privileges and appurtenances in anywise belonging thereto, unto Assignee, its successors and assigns, forever. Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular title to the Properties, unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise, and subject to any Permitted Encumbrances (as defined in the Purchase Agreement) and subject to the terms and provisions of the Purchase Agreement. **EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS, IMPLIED OR STATUTORY, AND ANY SUCH WARRANTY IS HEREBY EXPRESSLY DISCLAIMED AND NEGATED.**

ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY THE APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW, RULE OR ORDER.

EXCEPT AS EXPRESSLY OTHERWISE SET FORTH IN THE PURCHASE AGREEMENT AND EXCEPT WITH REGARD TO THE SPECIAL WARRANTY OF TITLE ABOVE, ALL OF THE PROPERTIES ARE SOLD TO, AND ACCEPTED BY, ASSIGNEE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND CONDITION, WITHOUT RECOURSE, COVENANT OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY; AND ASSIGNOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES, OR ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY OR REPRESENTATION OR WARRANTY WHATSOEVER. ASSIGNEE ALSO HEREBY ACKNOWLEDGES THAT IT HAS MADE SUCH INSPECTIONS OF THE PROPERTIES AS IT DEEMS NECESSARY, AND IS SATISFIED AS TO THEIR CONDITION.

CERTIFICATION:
TRUE AND CORRECT
COPY OF ORIGINAL ON
FILE IN LEON COUNTY
CLERK'S OFFICE
ATTEST: Amy Kaiser
AMY KAISER

THIS ASSIGNMENT IS MADE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, WHICH TERMS AND CONDITIONS ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE, INCLUDING, WITHOUT LIMITATION, WITH REGARD TO ASSIGNEE'S ASSUMPTION AND INDEMNIFICATION OBLIGATIONS, AND ASSIGNOR'S DISCLAIMERS, UNDER THE PURCHASE AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, ASSIGNEE HEREBY (a) ASSUMES AND AGREES TO BE BOUND BY THE TERMS OF THE LEASES INSOFAR AS THE LEASES COVER OR RELATE TO THE HEREIN ASSIGNED PROPERTIES, AND (b) ASSUMES ALL OTHER ASSUMED OBLIGATIONS AND OTHER LIABILITIES ASSUMED BY ASSIGNEE IN AND UNDER THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN SECTION 13 OF THE PURCHASE AGREEMENT.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon Assignor and Assignee, and their respective successors and assigns.

This Assignment may be executed in several original counterparts, each of which counterparts shall be deemed to be an original for all purposes, and all such counterparts together shall constitute one and the same instrument.

This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas, without regard to the principles of conflicts of laws thereof.

[Signature Pages Follow]

508268 000073 17162080 5

CERTIFICATION:
TRUE AND CORRECT
COPY OF ORIGINAL ON
FILE IN LEON COUNTY
CLERK'S OFFICE
ATTEST: Amy Kaiser
AMY KAISER

ATC

EXECUTED on the date set forth below in the respective acknowledgments, but effective for all purposes as of the Effective Time.

ASSIGNOR:

EOG RESOURCES, INC.

By: _____
Name: Michael L. Brooks
Title: Agent and Attorney-in-Fact

ASSIGNEE:

HAWKWOOD ENERGY EAST TEXAS, LLC

By: _____
Name: Patrick R. Oenbring
Title: Chairman & CEO

CERTIFICATION:
TRUE AND CORRECT
COPY OF ORIGINAL ON
FILE IN LEON COUNTY
CLERK'S OFFICE
ATTEST: Amy Kaiser
AMY KAISER

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 18th day of May, 2016, by Michael L. Brooks, Agent and Attorney-in-Fact of **EOG RESOURCES, INC.**, a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

VICKIE J KING
Notary ID# 308815-2
My Commission Expires
October 17, 2017

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 18th day of May, 2016, by Patrick R. Oenbring, Chairman & CEO of **Hawkwood Energy East Texas, LLC** , a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

VICKIE J KING
Notary ID# 308815-2
My Commission Expires
October 17, 2017

508268 000073 17162080 5

CERTIFICATION:
TRUE AND CORRECT
COPY OF ORIGINAL ON
FILE IN LEON COUNTY
CLERK'S OFFICE
ATTEST: Amy Kaiser
AMY KAISER

EXHIBIT A

Oil and Gas Interests – Leases

See attached.

508268 000073 17162080.5

CERTIFICATION:
TRUE AND CORRECT
COPY OF ORIGINAL ON
FILE IN LEON COUNTY
CLERK'S OFFICE
ATTEST: Amy Kaiser
AMY KAISER

EOG Lease No.	Lessor	Lessee	County	Volume	Page	Effective Date	Gross Ac.
0176431/000	MARVIN DANIEL BYRD ET UX	ISTROUMA RESOURCES INC	LEON	1433	811	3/16/2010	248 475
0176460/001	ALICE M GRIFFITH	ISTROUMA RESOURCES INC	LEON	1435	45	4/9/2010	1327 72
0176460/002	DOROTHY P MANSEL-MEJORADO	EOG RESOURCES INC	LEON	1544	330	1/15/2013	34
0176460/003	TEXAS DIAMOND TOOLS INC	EOG RESOURCES INC	LEON	1549	80	1/24/2013	29 948
0176460/004	GEORGE C NEALE	EOG RESOURCES INC	LEON	1619	386	10/1/2014	1550 02
0176460/005	JOE F CANTERBURY JR	EOG RESOURCES INC	LEON	1619	396	10/15/2014	1550 02
0176460/006	DR JANET M CANTERBURY	EOG RESOURCES INC	LEON	1619	392	10/15/2014	1550 02
0176460/007	TERRY JOE COOK	EOG RESOURCES INC	LEON	1623	392	10/1/2014	1550 02
0176460/008	JOHN H MOON	EOG RESOURCES INC	LEON	1623	396	10/1/2014	1550 02
0176590/001	ALICE M GRIFFITH	ISTROUMA RESOURCES INC	LEON	1435	39	5/13/2010	320
0177309/002	CATHERINE EASLEY GRANT	EOG RESOURCES INC	LEON	1611	922	9/5/2014	50
0177328/002	BILLY F BOUNDS	ISTROUMA RESOURCES INC	LEON	1516	562	4/12/2012	46 4
0177328/003	VIRGINIA BOUNDS OWENS	ISTROUMA RESOURCES INC	LEON	1516	572	4/4/2012	46 4
0177328/004	EMILIE ANNE JONES	ISTROUMA RESOURCES INC	LEON	1517	744	4/25/2012	46 4
0177328/005	JOHN POWELL	ISTROUMA RESOURCES INC	LEON	1521	653	5/31/2012	46 4
0177328/006	BRUCE EDWARD POWELL	ISTROUMA RESOURCES INC	LEON	1521	651	5/31/2012	46 4
0177328/007	KAY SHARON HAESEMEYER	ISTROUMA RESOURCES INC	LEON	1521	649	5/31/2012	46 4
0177329/001	ROYCE G SHAW ET UX	ISTROUMA RESOURCES INC	LEON	1453	397	10/18/2010	424 684
0177329/002	SETH THOMAS TAYLOR	BASIN ET ENERGY LLC	LEON	1422	833	7/21/2009	34 066
0177348/001	BRENDA GREEN	ISTROUMA RESOURCES INC	LEON	1450	837	10/25/2010	92 692
0177348/002	MILTON NEWSOM	ISTROUMA RESOURCES INC	LEON	1450	835	10/25/2010	129 692
0177348/003	ESTATE OF MELVIN J WIEGHAT	ISTROUMA RESOURCES INC	LEON	1450	833	10/25/2010	42 014
0177348/004	TROY M FRANKS ET UX	ISTROUMA RESOURCES INC	LEON	1450	845	2/4/2011	59 014
0177348/005	AVA WILSON	ISTROUMA RESOURCES INC	LEON	1453	392	10/25/2010	129 692
0177348/006	JACK & WANDA HOOGTERP FAMILY TRUST	ISTROUMA RESOURCES INC	LEON	1463	226	1/5/2011	75 986
0177348/007	ROGER W HOOGTERP ET UX	ISTROUMA RESOURCES INC	LEON	1463	224	1/5/2011	16 706
0177348/008	ADRIAN NEWSOM	ISTROUMA RESOURCES INC	LEON	1471	685	3/21/2011	129 692
0177348/009	CHARLES BLACK ET UX	EOG RESOURCES INC	LEON	1617	20	9/23/2014	17
0177349/001	CARL DUANE HENRY	ISTROUMA RESOURCES INC	LEON	1450	847	10/18/2010	164 8
0177377/000	WALTER R HODGES	ISTROUMA RESOURCES INC	LEON	1453	390	4/22/2011	39 34
0177378/000	GARY J GOLDEN	ISTROUMA RESOURCES INC	LEON	1450	831	10/29/2010	1 67
0177467/003	RAHAN LLC	ISTROUMA RESOURCES INC	LEON	1465	926	1/19/2011	344 65
0177467/005	RUTH W PFEIFFER	ISTROUMA RESOURCES INC	LEON	1476	635	5/31/2011	375 125
0177467/007	RUSSELL G BROECKELMANN ET UX	EOG RESOURCES INC	LEON	1588	141	1/16/2014	120 6
0177467/008	TEMA FUND I LP	EOG RESOURCES INC	LEON	1609	395	6/20/2014	344 65
0177468/000	SYBIL A UPTON	ISTROUMA RESOURCES INC	LEON	1463	229	4/29/2011	138 99
0177493/001	LEO BATSON ET UX	ISTROUMA RESOURCES INC	LEON	1463	234	1/17/2011	246 985
0177573/001	CLEVE PAYNE BATSON JR	ISTROUMA RESOURCES INC	LEON	1463	220	1/21/2011	318 28
0177573/002	STEVE TORNO ET UX	ISTROUMA RESOURCES INC	LEON	1478	544	5/26/2011	318 28

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0177573/003	VONDA CRAVEY ET VIR	ISTROUMA RESOURCES INC	LEON	1478	542	5/26/2011	318 28
0177573/004	BRIAN JONES	ISTROUMA RESOURCES INC	LEON	1478	512	6/1/2011	318 28
0177573/005	GLENN JONES ET UX	ISTROUMA RESOURCES INC	LEON	1478	514	5/31/2011	318 28
0177573/006	CODY FREE ET UX	ISTROUMA RESOURCES INC	LEON	1484	913	6/15/2011	318 28
0177573/007	DAVID W FREE ET UX	ISTROUMA RESOURCES INC	LEON	1484	915	6/15/2011	318 28
0177573/008	JAMES W WILSON ET UX	ISTROUMA RESOURCES INC	LEON	1478	520	5/26/2011	318 28
0177573/009	MCNEASE GRANDCHILDRENS TRUST	ISTROUMA RESOURCES INC	LEON	1478	516	6/15/2011	318 28
0177573/010	TONY S BOYKIN ET UX	ISTROUMA RESOURCES INC	LEON	1507	277	2/8/2012	318 28
0177573/014	ELEANOR CLARK	EOG RESOURCES INC	LEON	1554	812	4/18/2013	81
0177573/016	DELL TERRY RANCH LP	EOG RESOURCES INC	LEON	1555	499	4/18/2013	81
0177573/017	JOEL E LANE	EOG RESOURCES INC	LEON	1558	836	5/9/2013	81
0177573/018	MIGNON LANE LAMBERT FAMILY PARTNERSHIP	EOG RESOURCES INC	LEON	1562	458	5/13/2013	81
0177573/019	JOHN CECIL CULPEPPER III	EOG RESOURCES INC	LEON	1571	611	8/27/2013	464 483
0177573/020	SANDRA J MULLENAX	EOG RESOURCES INC	LEON	1591	503	2/18/2014	1102 38
0177573/021	JBL ROYALTY COMPANY LLC	EOG RESOURCES INC	LEON	1591	507	2/18/2014	1102 38
0177573/022	MANSEL W STANDLEY	EOG RESOURCES INC	LEON	1601	755	6/5/2014	45
0177573/023	SMOKER ENERGY LLC	EOG RESOURCES INC	LEON	1609	405	6/20/2014	1920 66
0177573/024	GOREE OIL & GAS LLC	EOG RESOURCES INC	LEON	1609	409	6/20/2014	1920 66
0177573/025	WILLIAM H HIGHTOWER JR ET UX	EOG RESOURCES INC	LEON	1609	413	6/20/2014	1920 66
0177573/026	DALTON H COBB JR ET UX	EOG RESOURCES INC	LEON	1609	417	6/20/2014	1920 66
0177573/027	OAK VALLEY MINERAL AND LAND LP	EOG RESOURCES INC	LEON	1609	401	6/20/2014	1920 66
0177573/028	RYAN HIGHTOWER	EOG RESOURCES INC	LEON	1609	397	6/20/2014	1920 66
0177573/029	J HIRAM MOORE LTD	EOG RESOURCES INC	LEON	1609	391	6/20/2014	1920 66
0177573/030	LAZY BACKWARDS S LTD	EOG RESOURCES INC	LEON	1609	387	6/20/2014	1920 66
0177573/031	US MINERALS II LLC	EOG RESOURCES INC	LEON	1626	439	9/8/2014	54 197
0177655/001	LEO BATSON ET UX	ISTROUMA RESOURCES INC	LEON	1465	923	1/25/2011	154 78
0177670/001	ROYCE G SHAW ET UX	ISTROUMA RESOURCES INC	LEON	1468	879	2/2/2011	525 834
0177670/002	TOM G HOLMES ET UX	ISTROUMA RESOURCES INC	LEON	1466	5	2/24/2011	64 496
0177670/003	VICTOR HILLMAN ET UX	ISTROUMA RESOURCES INC	LEON	1468	886	2/23/2011	64 496
0177670/004	SARAH H JACKSON ET AL	DIXON SERVICES INC	LEON	1504	715	10/24/2011	101 5
0177670/005	PEGGY JACKSON	DIXON SERVICES INC	LEON	1504	713	10/24/2011	101 5
0177670/006	TIMOTHY L BUSBY	DIXON SERVICES INC	LEON	1504	655	10/25/2011	256 644
0177670/007	VICTOR HILLMAN ET UX	EOG RESOURCES INC	LEON	1597	652	5/8/2014	20 078
0177670/008	ROYCE G SHAW ET UX	EOG RESOURCES INC	LEON	1597	654	5/8/2014	20 078
0177670/009	LL MURFF INTERESTS LLC	EOG RESOURCES INC	LEON	1597	656	5/8/2014	20 078
0177670/010	GLENN JONES ET UX	EOG RESOURCES INC	LEON	1599	862	5/7/2014	20 078
0177670/011	NELL HOPE BURKE	EOG RESOURCES INC	LEON	1608	86	7/30/2014	36 393
0177670/012	TEMA FUND I LP	EOG RESOURCES INC	LEON	1610	330	8/20/2014	20 078
0177716/002	DONALD LEWIS KILLEN JR	ISTROUMA RESOURCES INC	LEON	1487	783	8/17/2011	14 85
0177716/003	PENNY TODD	ISTROUMA RESOURCES INC	LEON	1499	881	11/17/2011	16 38
0177716/004	TIMOTHY J TURNER	ISTROUMA RESOURCES INC	LEON	1499	887	11/17/2011	16 38

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0177716/005	LENA STRICKLAND	EOG RESOURCES INC	LEON	1612	923	9/11/2014	16 38
0177862/002	KARL A WHORLEY ET UX	ISTROUMA RESOURCES INC	LEON	1472	910	4/15/2011	11 001
0177862/006	LARRY W MORGAN ET UX	ISTROUMA RESOURCES INC	LEON	1476	628	5/19/2011	11 47
0177862/009	LARRY W MORGAN (VLB)	ISTROUMA RESOURCES INC	LEON	1478	498	5/19/2011	13
0177862/010	HARLON SANDERS ET UX	ISTROUMA RESOURCES INC	LEON	1484	923	8/22/2011	12 428
0177862/011	RONALD IRWIN ET UX	ISTROUMA RESOURCES INC	LEON	1485	3	8/24/2011	93
0177862/013	JOHN J & JOYCE E MILLER REV LIV TR	ISTROUMA RESOURCES INC	LEON	1487	772	9/15/2011	13 001
0177862/015	JERRY L SMITH ET UX	ISTROUMA RESOURCES INC	LEON	1487	791	9/7/2011	10 47
0177862/016	GRACIANO M SANCHEZ ET UX	ISTROUMA RESOURCES INC	LEON	1487	793	9/9/2011	13 79
0177862/017	EMERAN G BOEHN ET UX	ISTROUMA RESOURCES INC	LEON	1487	813	9/13/2011	12 97
0177862/018	MONA MARSHALL RICE	ISTROUMA RESOURCES INC	LEON	1487	811	9/16/2011	25 95
0177862/021	DONNA M CLAMPITTE (VLB)	ISTROUMA RESOURCES INC	LEON	1490	632	6/1/2011	13
0177862/029	DONNA M CLAMPITTE	EOG RESOURCES INC	LEON	1616	563	7/18/2014	4 173
0177862/030	DONNA M CLAMPITTE	EOG RESOURCES INC	LEON	1618	908	11/13/2014	8 73
0177909/001	JASON ELLISON	ISTROUMA RESOURCES INC	LEON	1471	687	3/23/2011	165 6
0177909/002	MARIE VICK GEELAN	ISTROUMA RESOURCES INC	LEON	1471	691	3/29/2011	163
0177909/003	PATRICIA ANN ELLISON WILLIAMS	ISTROUMA RESOURCES INC	LEON	1471	689	3/23/2011	163
0177955/003	SPENCER BLAIR	ISTROUMA RESOURCES INC	LEON	1472	917	4/11/2011	100
0177955/004	W T BLAIR	ISTROUMA RESOURCES INC	LEON	1472	913	4/11/2011	100
0177955/005	CANDICE BENNETT	ISTROUMA RESOURCES INC	LEON	1472	915	4/11/2011	100
0177955/006	KEITH N STAFFORD	DIXON SERVICES INC	LEON	1504	761	9/6/2011	117
0177955/007	LINDA S LEJUENE	DIXON SERVICES INC	LEON	1504	727	9/6/2011	117
0177991/001	JAMIE SHAW ET UX	ISTROUMA RESOURCES INC	LEON	1474	747	3/23/2011	129 82
0177991/002	FREIDA H STROUD	EOG RESOURCES INC	LEON	1558	830	4/30/2013	63 4
0177991/003	RICHARD B HARRIS	EOG RESOURCES INC	LEON	1558	828	4/30/2013	63 4
0177991/004	DEBRA CALLISON	EOG RESOURCES INC	LEON	1560	290	4/30/2013	63 4
0177991/005	CYNTHIA KAY BUSBY	EOG RESOURCES INC	LEON	1560	288	5/30/2013	63 4
0177994/001	LARRY BROCK RODDEY	ISTROUMA RESOURCES INC	LEON	1472	906	7/30/2011	100
0177994/002	RICHARD ALANDO RODDEY	ISTROUMA RESOURCES INC	LEON	1476	617	7/30/2011	100
0177994/003	EDWARD LOUIS RODDEY	ISTROUMA RESOURCES INC	LEON	1478	540	10/20/2011	100
0178026/001	W T BLAIR	ISTROUMA RESOURCES INC	LEON	1474	741	5/11/2011	7
0178026/002	SPENCER BLAIR	ISTROUMA RESOURCES INC	LEON	1474	743	5/11/2011	7
0178026/003	CANDICE BENNETT	ISTROUMA RESOURCES INC	LEON	1474	745	5/11/2011	7
0178065/001	CHARLES B BEARD	ISTROUMA RESOURCES INC	LEON	1476	624	5/24/2011	40
0178065/002	BEN TISINGER BEARD	ISTROUMA RESOURCES INC	LEON	1478	532	5/24/2011	40
0178067/001	RONALD JOE HARRINGTON ET UX	ISTROUMA RESOURCES INC	LEON	1476	615	5/12/2011	85 069
0178115/000	BILLY L REDMON	ISTROUMA RESOURCES INC	LEON	1478	546	6/16/2011	140 167
0178116/001	CARILYN PENNINGTON	ISTROUMA RESOURCES INC	LEON	1478	534	5/20/2011	100
0178116/002	MARGUERITE ALINE MEEKS	ISTROUMA RESOURCES INC	LEON	1478	538	5/20/2011	100
0178132/010	CHERYL ANN FARRIS	ISTROUMA RESOURCES INC	LEON	1490	654	10/17/2011	189 5
0178132/011	WILL FORD JR	ISTROUMA RESOURCES INC	LEON	1490	646	10/4/2011	189 5
0178132/013	NANCY ANN FARRIS	ISTROUMA RESOURCES INC	LEON	1490	656	10/4/2011	189 5

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0178132/014	ELIZABETH MARGARET HENDRICKS	ISTROUMA RESOURCES INC	LEON	1490	658	10/4/2011	189 5
0178132/015	LEELAND COOPER FORD	ISTROUMA RESOURCES INC	LEON	1490	660	10/4/2011	189 5
0178132/016	BOB LAWRENCE FORD	ISTROUMA RESOURCES INC	LEON	1490	662	10/4/2011	189 5
0178132/017	GOODMAN FAMILY TRUST	ISTROUMA RESOURCES INC	LEON	1494	55	10/24/2011	189 5
0178132/019	PHILLIP STEVEN FORD	ISTROUMA RESOURCES INC	LEON	1494	47	10/4/2011	189 5
0178132/020	K M FAGIN OIL TRUST	ISTROUMA RESOURCES INC	LEON	1497	238	10/21/2011	405 5
0178132/021	PATRICIA A LANCASTER	ISTROUMA RESOURCES INC	LEON	1499	871	12/7/2011	189 5
0178132/022	HORACE C HARGRAVE JR	ISTROUMA RESOURCES INC	LEON	1499	867	12/7/2011	189 5
0178132/023	JOAN DIXON SCLATER	ISTROUMA RESOURCES INC	LEON	1504	808	1/6/2012	189 5
0178132/024	WILLIAM T HAYNES	ISTROUMA RESOURCES INC	LEON	1508	621	12/12/2011	189 5
0178132/025	ROBERT H GRUY	ISTROUMA RESOURCES INC	LEON	1516	584	4/19/2012	189 5
0178132/026	WILLIAM ALAN GRUY	ISTROUMA RESOURCES INC	LEON	1517	755	4/19/2012	189 5
0178132/027	JANET M GRUY WINTER	ISTROUMA RESOURCES INC	LEON	1521	659	4/19/2012	189 5
0178132/028	GARY MARK LONGENBAUGH	EOG RESOURCES INC	LEON	1610	385	7/9/2014	392 37
0178132/029	GREGORY T LONGENBAUGH JR	EOG RESOURCES INC	LEON	1613	5	7/9/2014	392 37
0178162/001	LESTER B GRIGORY ET UX	ISTROUMA RESOURCES INC	LEON	1478	524	6/7/2011	101 5
0178162/002	THOMAS FRANKLIN WALKER	ISTROUMA RESOURCES INC	LEON	1482	814	7/15/2011	101 5
0178162/003	MONA DELL SKAINS	ISTROUMA RESOURCES INC	LEON	1482	816	7/15/2011	101 5
0178162/004	JEANETTE WALKER PENDLETON	ISTROUMA RESOURCES INC	LEON	1485	17	7/15/2011	101 5
0178162/005	STEPHEN GAY WALKER	ISTROUMA RESOURCES INC	LEON	1485	23	7/15/2011	101 5
0178162/006	ERNEST DAYTON WALKER	ISTROUMA RESOURCES INC	LEON	1485	27	7/15/2011	101 5
0178162/007	ELISHA GAYLAND WALKER	ISTROUMA RESOURCES INC	LEON	1485	21	7/15/2011	101 5
0178162/011	SANDRA VALENTINE CORKRAN	ISTROUMA RESOURCES INC	LEON	1484	921	7/15/2011	101 5
0178162/012	DINA J WALKER	ISTROUMA RESOURCES INC	LEON	1485	9	7/15/2011	101 5
0178162/013	LISA HOPE WALKER	ISTROUMA RESOURCES INC	LEON	1485	7	7/15/2011	101 5
0178162/014	SHAWN RICHARDSON	ISTROUMA RESOURCES INC	LEON	1487	761	7/15/2011	101 5
0178162/015	CHRISTOPHER LYLE WALKER	ISTROUMA RESOURCES INC	LEON	1487	763	7/15/2011	101 5
0178162/016	BARBARA JANE WALKER	ISTROUMA RESOURCES INC	LEON	1521	639	4/9/2012	101 5
0178162/017	KEVIN GEORGE WALKER	ISTROUMA RESOURCES INC	LEON	1521	641	4/9/2012	101 5
0178162/020	LIGHTHOUSE POINT LLC	EOG RESOURCES INC	LEON	1578	155	9/12/2013	101 5
0178162/021	REBECCA GANN	EOG RESOURCES INC	LEON	1588	165	1/29/2014	101 5
0178162/022	BRADLEY GANN	EOG RESOURCES INC	LEON	1591	142	1/29/2014	101 5
0178162/023	VICKI D GANN LIFE ESTATE	EOG RESOURCES INC	LEON	1595	794	3/19/2014	101 5
0178264/000	HOPEWELL CEMETERY ASSOCIATION	ISTROUMA RESOURCES INC	LEON	1481	516	6/27/2011	6 517
0178289/000	RITA COOPER ET AL	ISTROUMA RESOURCES INC	LEON	1482	839	7/26/2011	43 46
0178291/000	GLORIA WARD ET VIR	ISTROUMA RESOURCES INC	LEON	1482	843	8/4/2011	10
0178292/000	BILLY RAY MILLER JR ET UX	ISTROUMA RESOURCES INC	LEON	1482	845	7/1/2011	50 94
0178298/000	WILEY B COURTNEY SR REV LIV TR	ISTROUMA RESOURCES INC	LEON	1482	830	7/5/2011	20
0178299/000	WILEY B COURTNEY	ISTROUMA RESOURCES INC	LEON	1482	828	7/11/2011	20
0178312/000	OLA MAE JACKSON	ISTROUMA RESOURCES INC	LEON	1482	812	8/8/2011	8 19
0178313/000	HEARTLINES N&S LP ET AL	ISTROUMA RESOURCES INC	LEON	1482	852	7/6/2011	7 27

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0178314/001	LESTER B GRIGORY ET UX	ISTROUMA RESOURCES INC	LEON	1482	820	6/30/2011	37 677
0178314/002	MYRON MALONE HARRIS ET UX	ISTROUMA RESOURCES INC	LEON	1490	28	9/9/2011	74 877
0178314/003	NORRIS M HARRIS ET UX	ISTROUMA RESOURCES INC	LEON	1490	24	9/9/2011	37 677
0178314/007	TEMA FUND I L P	EOG RESOURCES INC	LEON	1560	294	5/28/2013	690 551
0178314/008	CLIFFORD LITTLETON BROWN III	EOG RESOURCES INC	LEON	1567	873	6/17/2013	189 263
0178314/009	STEPHEN REEVES	EOG RESOURCES INC	LEON	1567	876	7/15/2013	256 644
0178314/010	BROOKS PETROLEUM COMPANY	EOG RESOURCES INC	LEON	1571	614	7/9/2013	256 644
0178314/011	ED GUINN	EOG RESOURCES INC	LEON	1572	828	6/12/2013	56 311
0178314/012	JOHN V NICHOLSON	EOG RESOURCES INC	LEON	1583	272	10/15/2013	256 644
0178314/014	NANCY POLLAN MORTON	EAST TEXAS OIL & GAS LLC	LEON	1397	776	4/23/2009	256 644
0178328/001	VELMA MORALES ET VIR	ISTROUMA RESOURCES INC	LEON	1485	13	7/14/2011	17 02
0178328/002	POLLY J HANNON	ISTROUMA RESOURCES INC	LEON	1484	925	8/11/2011	17 02
0178329/001	ERNEST DAYTON BURNS ET UX	ISTROUMA RESOURCES INC	LEON	1482	810	7/6/2011	19 5
0178329/002	CLIFFORD D BURNS	EOG RESOURCES INC	LEON	1567	878	7/23/2013	11 5
0178329/003	MILTON WIESE	EOG RESOURCES INC	LEON	1568	335	7/16/2013	11 5
0178329/004	ALLEN WITT ET AL	EOG RESOURCES INC	LEON	1574	9	8/26/2013	11 5
0178329/005	CLIFFORD MARTEL BURNS	EOG RESOURCES INC	LEON	1578	158	8/26/2013	11 5
0178329/006	SALLY RAY	EOG RESOURCES INC	LEON	1594	137	3/25/2014	15 5
0178329/007	CLAY JASON BURNS	EOG RESOURCES INC	LEON	1594	135	3/25/2014	15 5
0178329/008	ALLEN WITT ET AL	EOG RESOURCES INC	LEON	1594	126	2/28/2014	4
0178329/009	CLIFFORD MARTEL BURNS	EOG RESOURCES INC	LEON	1594	141	2/28/2014	4
0178329/010	VELMA BURNS MORALES	EOG RESOURCES INC	LEON	1595	783	3/25/2014	15 5
0178329/011	POLLY BURNS HANNON	EOG RESOURCES INC	LEON	1597	648	3/25/2014	15 5
0178329/012	OMA MARIE BURNS OWENS	EOG RESOURCES INC	LEON	1609	209	7/9/2014	15 5
0178329/013	JESSE KEATON BURNS	EOG RESOURCES INC	LEON	1609	207	7/9/2014	15 5
0178329/014	MARY NELL BURNS OWENS	EOG RESOURCES INC	LEON	1609	211	7/9/2014	15 5
0178329/015	CONNIE A BURNS	EOG RESOURCES INC	LEON	1609	222	7/3/2014	15 5
0178329/016	JAMES VERLON BURNS	EOG RESOURCES INC	LEON	1609	220	7/9/2014	15 5
0178329/017	BILLY FRANK BURNS	EOG RESOURCES INC	LEON	1609	224	7/3/2014	15 5
0178329/018	ELIZABETH ANN BURNS STEGALL	EOG RESOURCES INC	LEON	1609	228	7/9/2014	15 5
0178329/019	JENNIFER DAWN BURNS WOLFORD	EOG RESOURCES INC	LEON	1612	23	7/9/2014	15 5
0178329/020	JACK HENRY BURNS	EOG RESOURCES INC	LEON	1615	160	7/9/2014	15 5
0178330/001	ROYCE R SKELTON ET UX	ISTROUMA RESOURCES INC	LEON	1485	15	8/16/2011	10 002
0178331/001	WILLIAM R MILSTEAD ET UX	ISTROUMA RESOURCES INC	LEON	1485	25	8/11/2011	22 03
0178335/001	LARRY WELLS ET UX	ISTROUMA RESOURCES INC	LEON	1485	11	8/11/2011	48 714
0178336/001	MILDRED PYLE WALKER	GONDAL MULLENAX	LEON	1399	533	6/2/2009	526 986
0178336/002	CALVIN FULLER ET UX	GONDAL MULLENAX	LEON	1400	800	6/20/2009	33 73
0178336/003	STANTON L ROGERS ET UX	GONDAL MULLENAX	LEON	1400	924	6/20/2009	22 063
0178336/005	GLOYD D ANDERSON ET UX	GONDAL MULLENAX	LEON	1402	319	6/25/2009	72 498
0178336/006	MARY F FULLER	GONDAL MULLENAX	LEON	1400	797	6/20/2009	20 66
0178336/007	JOE GONZALES	ISTROUMA RESOURCES INC	LEON	1493	928	11/22/2011	20
0178336/008	KARL D COOPER JR ET UX	ISTROUMA RESOURCES INC	LEON	1494	1	11/17/2011	15 82

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0178336/009	PAUL HINTON ET UX	ISTROUMA RESOURCES INC	LEON	1499	835	11/21/2011	40.007
0178336/010	JOSEPH EDWARDS WILLIAMS	ISTROUMA RESOURCES INC	LEON	1499	879	12/2/2011	38.082
0178336/011	LINDA MARIE MASTERS	ISTROUMA RESOURCES INC	LEON	1499	883	12/2/2011	38.082
0178336/012	JAMES MICHAEL SORRELLS ET UX	ISTROUMA RESOURCES INC	LEON	1499	885	12/1/2011	20.186
0178336/013	JAMES W WILSON	ISTROUMA RESOURCES INC	LEON	1501	800	11/18/2011	6.144
0178336/014	PAULA FAYE SORRELLS BEENE	ISTROUMA RESOURCES INC	LEON	1504	803	12/8/2011	20.186
0178336/015	CHERYL L GRAHAM	ISTROUMA RESOURCES INC	LEON	1510	47	1/19/2012	14.229
0178336/016	DONALD JOE SORRELLS	ISTROUMA RESOURCES INC	LEON	1513	285	3/28/2012	20.186
0178336/017	CINDY LOCKMAN	ISTROUMA RESOURCES INC	LEON	1513	283	3/28/2012	20.186
0178336/018	BILLIE MOSS BOULDIN	EOG RESOURCES INC	LEON	1603	767	6/5/2014	33.73
0178336/019	THOMAS W GALLIER ET UX	EOG RESOURCES INC	LEON	1615	136	8/26/2014	14.229
0178352/001	RUBLE DANIEL LAMB ET UX	INSTROUMA RESOURCES INC	LEON	1485	1	8/22/2011	92.065
0178353/000	HAZEL HUTCHINS HOLDER	ISTROUMA RESOURCES INC	LEON	1484	927	7/11/2011	2.37
0178354/000	POLLY J HANNON ET VIR	ISTROUMA RESOURCES INC	LEON	1485	5	8/11/2011	1.48
0178372/001	RUSSELL JOSEPH STOCKMAN ET UX	ISTROUMA RESOURCES INC	LEON	1487	776	8/26/2011	123.4
0178389/000	WILLIAM C RICE ET UX	ISTROUMA RESOURCES INC	LEON	1487	765	8/26/2011	51.36
0178391/001	BILLIE MOSS BOULDIN	ISTROUMA RESOURCES INC	LEON	1487	770	8/30/2011	49.99
0178393/001	SUSAN COFFMAN FKA SUSAN COLEMAN COFFMAN	ISTROUMA RESOURCES INC	LEON	1487	785	9/15/2011	101.5
0178393/002	DEBORAH COLEMAN HARRIS	ISTROUMA RESOURCES INC	LEON	1487	788	9/15/2011	101.5
0178393/003	PATRICIA THOMPSON MCLEOD	ISTROUMA RESOURCES INC	LEON	1487	778	9/15/2011	101.5
0178393/004	LINDA K HARVELL	ISTROUMA RESOURCES INC	LEON	1499	837	11/30/2011	101.5
0178394/000	HOUSTON CATES	ISTROUMA RESOURCES INC	LEON	1487	781	8/26/2011	0.756
0178395/001	NORINE LYNN HARRIS	ISTROUMA RESOURCES INC	LEON	1490	26	9/9/2011	18.634
0178408/000	MARY BETTY HAYES	ISTROUMA RESOURCES INC	LEON	1487	799	8/24/2011	197.75
0178409/001	BERTRAM LEE BRUTON ET UX	ISTROUMA RESOURCES INC	LEON	1487	797	9/14/2011	160
0178409/002	BETTY LOU THACKERSON	ISTROUMA RESOURCES INC	LEON	1487	795	9/14/2011	160
0178409/003	CAROLYN HUGHES	ISTROUMA RESOURCES INC	LEON	1487	807	9/14/2011	160
0178409/004	JUDY P ROBERT	ISTROUMA RESOURCES INC	LEON	1511	220	1/23/2012	160
0178409/005	LEE ANN PALMER	ISTROUMA RESOURCES INC	LEON	1511	218	1/11/2012	160
0178409/006	SUSAN EVERMON	DIXON SERVICES INC	LEON	1504	667	10/18/2011	160
0178409/007	ROBERT SANDERFORD	DIXON SERVICES INC	LEON	1504	751	10/18/2011	160
0178409/008	LINDA BROOKS	DIXON SERVICES INC	LEON	1504	647	10/11/2011	160
0178409/009	GWENDOLYN HIGGINS	DIXON SERVICES INC	LEON	1504	709	10/11/2011	160
0178409/010	BETTY G JONES	DIXON SERVICES INC	LEON	1504	721	10/11/2011	160
0178409/011	WILLIAM P GIBBARD	DIXON SERVICES INC	LEON	1504	676	10/11/2011	160
0178409/012	HENRY GIBBARD JR	DIXON SERVICES INC	LEON	1504	671	10/13/2011	160
0178409/013	MARGIE STEWART	DIXON SERVICES INC	LEON	1504	765	10/11/2011	160
0178409/014	CHARLES BARNES	DIXON SERVICES INC	LEON	1504	643	10/18/2011	160
0178409/015	VIRGINIA GIBBARD	DIXON SERVICES INC	LEON	1504	673	10/11/2011	160
0178409/016	ROBERT J WILLINGHAM III	DIXON SERVICES INC	LEON	1504	785	10/12/2011	160
0178409/017	YVONNE K HAVRON	DIXON SERVICES INC	LEON	1504	707	10/12/2011	160

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0178409/018	MARILYN GILBREATH	DIXON SERVICES INC	LEON	1504	677	10/12/2011	160
0178409/019	JUNE ELIZABETH SUMMERS RIGGS	DIXON SERVICES INC	LEON	1504	745	10/4/2011	160
0178409/020	CLIFTON SUMMERS	DIXON SERVICES INC	LEON	1504	771	10/4/2011	160
0178409/021	NELL SUMMERS HARRIS	DIXON SERVICES INC	LEON	1504	699	10/4/2011	160
0178409/022	WENDELL E TILL	DIXON SERVICES INC	LEON	1504	775	10/4/2011	160
0178409/023	LAURA FRASIER	DIXON SERVICES INC	LEON	1504	670	10/4/2011	160
0178409/024	CLYDALE M HAMPTON	DIXON SERVICES INC	LEON	1504	687	10/4/2011	160
0178409/025	PATSY SPRUILL	DIXON SERVICES INC	LEON	1504	759	10/4/2011	160
0178409/026	JUDY GAIL MATHEWS	DIXON SERVICES INC	LEON	1504	731	10/4/2011	160
0178409/027	MARGARITA PALMER	DIXON SERVICES INC	LEON	1504	737	10/4/2011	160
0178409/028	GLENDA T PEARCE	DIXON SERVICES INC	LEON	1504	739	10/4/2011	160
0178409/029	TIFFANY D BROWN	DIXON SERVICES INC	LEON	1504	651	10/12/2011	160
0178409/030	MARVEL GRIFFY	DIXON SERVICES INC	LEON	1504	681	10/4/2011	160
0178409/031	JAMES R JEFFERYS	DIXON SERVICES INC	LEON	1504	719	10/4/2011	160
0178409/032	TINA HORTON	DIXON SERVICES INC	LEON	1504	711	10/11/2011	160
0178409/033	VICKI ELKINS KARRICK	DIXON SERVICES INC	LEON	1504	723	10/18/2011	160
0178409/034	CYNTHIA MILLER	DIXON SERVICES INC	LEON	1504	733	10/11/2011	160
0178409/035	ALBERT HENRY ELKINS IV	DIXON SERVICES INC	LEON	1504	665	10/18/2011	160
0178409/036	CECIL WARREN	DIXON SERVICES INC	LEON	1504	777	10/11/2011	160
0178409/037	BOBBY JOE SUMMERS	DIXON SERVICES INC	LEON	1504	769	10/4/2011	160
0178409/038	RONNIE WILLIAMS	DIXON SERVICES INC	LEON	1504	781	10/4/2011	160
0178409/039	BILLY ROSS WILLIAMS	DIXON SERVICES INC	LEON	1504	779	10/4/2011	160
0178409/040	KATY DUBOSE	DIXON SERVICES INC	LEON	1504	663	10/12/2011	160
0178409/041	EVA PURYEAR	DIXON SERVICES INC	LEON	1504	743	10/12/2011	160
0178409/042	BARBARA SMITH	DIXON SERVICES INC	LEON	1504	757	10/12/2011	160
0178409/043	LANCE CLARK	DIXON SERVICES INC	LEON	1504	659	10/19/2011	160
0178409/044	BOBBYE SCHELPER	DIXON SERVICES INC	LEON	1504	753	10/12/2011	160
0178409/045	PAM BLACKBURN	DIXON SERVICES INC	LEON	1504	645	10/11/2011	160
0178409/046	WANDA TILL ROBERDS	DIXON SERVICES INC	LEON	1504	747	10/4/2011	160
0178409/047	MONROE SUMMERS	DIXON SERVICES INC	LEON	1504	773	10/18/2011	160
0178409/048	BRANDON J BROWN	DIXON SERVICES INC	LEON	1504	649	10/12/2011	160
0178409/049	BEN PETTY	DIXON SERVICES INC	LEON	1504	741	10/18/2011	160
0178409/050	CODY STEEN	DIXON SERVICES INC	LEON	1504	763	10/19/2011	160
0178409/051	HAROLD WAYNE JEFFREYS	DIXON SERVICES INC	LEON	1504	717	10/21/2011	160
0178409/052	SUE WILLIAMS	DIXON SERVICES INC	LEON	1504	783	10/25/2011	160
0178409/053	BILLY RAY LEWIS	DIXON SERVICES INC	LEON	1504	729	10/4/2011	160
0178409/054	JAMES KENNETH WILLIAMS	DIXON SERVICES INC	LEON	1515	282	10/4/2011	160
0178410/001	CHARLES D HINES	ISTROUMA RESOURCES INC	LEON	1490	40	9/21/2011	14 5
0178435/001	CHARLES GHORMLEY ET UX	ISTROUMA RESOURCES INC	LEON	1490	20	8/22/2011	362 117
0178435/002	BARBARA BATTARBEE	ISTROUMA RESOURCES INC	LEON	1490	18	9/14/2011	362 117
0178435/003	CECIL GHORMLEY	ISTROUMA RESOURCES INC	LEON	1490	16	9/9/2011	272 381
0178435/004	VLADIMIR GOODRUM ET UX	ISTROUMA RESOURCES INC	LEON	1490	22	8/30/2011	105 73
0178435/005	JOHN DAVID BIDDLE	ISTROUMA RESOURCES INC	LEON	1494	45	11/7/2011	362 117

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0178435/006	CLARENCE ALBERT BIDDLE ET UX	ISTROUMA RESOURCES INC	LEON	1494	20	10/28/2011	362 117
0178435/007	RONNIE BIDDLE ET UX	ISTROUMA RESOURCES INC	LEON	1494	22	11/4/2011	362 117
0178435/008	JANICE HANSON	ISTROUMA RESOURCES INC	LEON	1494	24	11/4/2011	362 117
0178435/009	JANELLE BIDDLE LAWRENCE	ISTROUMA RESOURCES INC	LEON	1494	26	11/4/2011	362 117
0178435/010	MICHAEL JOHN MCDANIEL	ISTROUMA RESOURCES INC	LEON	1494	28	10/27/2011	362 117
0178435/011	JAMES LUTHER BIDDLE	ISTROUMA RESOURCES INC	LEON	1494	31	11/4/2011	362 117
0178435/012	DEBORAH MURIEL CARTER	ISTROUMA RESOURCES INC	LEON	1494	33	10/31/2011	362 117
0178435/013	MABEL V MOON	ISTROUMA RESOURCES INC	LEON	1494	35	11/2/2011	362 117
0178435/014	SHERRY DIANE WAGES ET VIR	ISTROUMA RESOURCES INC	LEON	1494	37	11/2/2011	362 117
0178435/015	RONALD DEAN MOON	ISTROUMA RESOURCES INC	LEON	1494	39	11/2/2011	362 117
0178435/016	OTHO JAMES MOON ET UX	ISTROUMA RESOURCES INC	LEON	1494	41	11/2/2011	362 117
0178435/017	JEANETTE HICKS LAWRENCE	ISTROUMA RESOURCES INC	LEON	1494	43	11/4/2011	362 117
0178435/018	RICHARD T BIDDLE	ISTROUMA RESOURCES INC	LEON	1493	926	10/28/2011	362 117
0178435/019	ROBERT W GOODRUM JR	ISTROUMA RESOURCES INC	LEON	1499	869	10/26/2011	105 73
0178435/020	GERALD G GOODRUM	ISTROUMA RESOURCES INC	LEON	1499	863	10/26/2011	105 73
0178437/002	JILL LEIGH HOWARD BARRINGER	ISTROUMA RESOURCES INC	LEON	1494	10	10/12/2011	405 77
0178437/003	HOWARD FELDER ADAMS	ISTROUMA RESOURCES INC	LEON	1494	7	10/20/2011	803 351
0178437/004	FORT SMITH HOWARD JR	ISTROUMA RESOURCES INC	LEON	1494	5	10/19/2011	803 351
0178437/005	SHELLY WOOD	ISTROUMA RESOURCES INC	LEON	1494	3	10/31/2011	803 351
0178437/006	MICHAEL D HOWARD	ISTROUMA RESOURCES INC	LEON	1497	234	10/28/2011	405 77
0178461/001	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	LEON	1490	648	11/2/2011	1317 4
0178461/002	DOUGLAS L SHANNON	ISTROUMA RESOURCES INC	LEON	1490	650	11/2/2011	1317 4
0178461/003	DEBORAH J PIWONKA	ISTROUMA RESOURCES INC	LEON	1494	59	11/2/2011	1317 4
0178461/004	REBECCA L LEE	ISTROUMA RESOURCES INC	LEON	1494	57	11/2/2011	1317 4
0178462/001	JO ANN REICHERT	ISTROUMA RESOURCES INC	MADISON	1119	4	10/20/2011	45 282
0178503/001	BETTY JEAN SKINNER	ISTROUMA RESOURCES INC	LEON	1494	49	9/20/2011	39 936
0178537/001	MARTHA B KOPETSKY	ISTROUMA RESOURCES INC	LEON	1494	14	10/11/2011	391
0178537/002	MAC L BENNETT III	ISTROUMA RESOURCES INC	LEON	1494	18	10/11/2011	391
0178537/003	RACHAEL MAE ROBINSON	ISTROUMA RESOURCES INC	LEON	1494	12	10/11/2011	391
0178537/004	RHEA NANETTE COLLUM	ISTROUMA RESOURCES INC	LEON	1494	16	10/11/2011	391
0178543/001	HAVEN BRADLEY HARROD ET UX	ISTROUMA RESOURCES INC	LEON	1493	924	10/19/2011	80
0178544/001	CLINTON VAN MANNING ET UX	ISTROUMA RESOURCES INC	MADISON	1123	196	7/28/2011	2 617
0178604/001	JOHNNIE FAYE NEWTON HENRY	CWR LTD	LEON	1399	38	5/22/2009	61 1
0178604/002	JO LYNN ROBERSON	CWR LTD	LEON	1410	919	7/6/2009	61 1
0178604/003	TIMMY RAY WARNER	CWR LTD	LEON	1404	528	6/24/2009	61 1
0178604/004	THOMAS DOYLE WARNER	CWR LTD	LEON	1402	226	6/22/2009	61 1
0178604/005	WESLEY WARNER	CWR LTD	LEON	1402	220	6/22/2009	61 1
0178604/006	CECIL R WARNER	CWR LTD	LEON	1402	229	6/22/2009	61 1
0178604/007	C O WARNER JR	CWR LTD	LEON	1404	525	7/6/2009	61 1
0178604/008	ZACHARY MILLER	CWR LTD	LEON	1406	234	6/22/2009	61 1
0178604/010	RONALD W GREER	CWR LTD	LEON	1409	537	7/6/2009	61 1
0178604/011	CAROLYN MORRIS	CWR LTD	LEON	1410	69	7/6/2009	61 1
0178604/012	MARY HELEN GRIMES	CWR LTD	LEON	1402	223	6/22/2009	61 1
0178604/013	DON ALEXANDER	CWR LTD	LEON	1406	231	7/6/2009	61 1
0178604/014	MICHAEL GREER	CWR LTD	LEON	1407	778	7/6/2009	61 1

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0178604/015	EDITH NEWTON KYLE	CWR LTD	LEON	1403	754	7/6/2009	61.1
0178604/016	MARTHA NEWTON	CWR LTD	LEON	1403	760	7/6/2009	61.1
0178604/017	LEON GOLDSMITH	CWR LTD	LEON	1403	757	7/6/2009	61.1
0178604/018	TRAVIS WARNER	ISTROUMA RESOURCES INC	LEON	1494	51	10/19/2011	61.1
0178604/019	ALBERT LOURN RICE JR ET UX	ISTROUMA RESOURCES INC	LEON	1490	664	8/31/2011	61.1
0178604/020	JAMES DOYLE WARNER	ISTROUMA RESOURCES INC	LEON	1487	803	8/19/2011	61.1
0178604/021	LAURA KAY RICE	ISTROUMA RESOURCES INC	LEON	1487	805	8/30/2011	61.1
0178604/022	TERRY WAYNE WARNER	ISTROUMA RESOURCES INC	LEON	1501	785	12/12/2011	61.1
0178604/023	JULIA PAULINE MALKEY	EAST TEXAS OIL & GAS LLC	LEON	1397	782	5/9/2009	61.1
0178604/024	BRITTNEY BOCKMON	EOG RESOURCES INC	LEON	1568	341	4/10/2013	61.1
0178606/001	CHARLOTTE MARIE WILLIAMS	CWR LTD	LEON	1405	804	6/12/2009	87.22
0178606/002	DOROTHY ANN WILLIAMS KIRK	CWR LTD	LEON	1402	218	6/12/2009	87.22
0178607/001	GARY O TERRELL	CWR LTD	LEON	1402	214	6/15/2009	339.733
0178607/002	HERBERT H MCCARTER	CWR LTD	LEON	1402	328	7/6/2009	10
0178607/003	JAMES ARNOLD ET UX	CWR LTD	LEON	1406	163	7/7/2009	49.979
0178607/005	JOYCE MCCARTER JONES	CWR LTD	LEON	1404	523	7/6/2009	10
0178607/006	TRAVIS WAYNE MILLS ET UX	ISTROUMA RESOURCES INC	LEON	1499	843	11/10/2011	339.733
0178607/007	MARGARET SUE MILLS FESSENDEN	ISTROUMA RESOURCES INC	LEON	1499	845	11/10/2011	339.733
0178607/008	LOIS MILLS HARRIS	ISTROUMA RESOURCES INC	LEON	1503	377	11/10/2011	339.733
0178607/009	GLORIA HOLLOMAN BROCATO ET VIR	ISTROUMA RESOURCES INC	LEON	1499	851	11/10/2011	339.733
0178607/010	DANA R MILLS	ISTROUMA RESOURCES INC	LEON	1499	849	11/10/2011	339.733
0178607/011	NELL BAKER KRUGER	ISTROUMA RESOURCES INC	LEON	1499	853	11/14/2011	339.733
0178607/012	NORMAN S TERRELL	ISTROUMA RESOURCES INC	LEON	1504	805	1/5/2012	339.733
0178608/001	ANITA KNOUSE	CWR LTD	LEON	1399	37	5/6/2009	207.804
0178608/002	SUSAN HEATH	ISTROUMA RESOURCES INC	LEON	1508	619	3/20/2012	207.804
0178608/003	BARBARA A HEATH	ISTROUMA RESOURCES INC	LEON	1510	63	3/20/2012	207.804
0178608/004	KAY HEATH	ISTROUMA RESOURCES INC	LEON	1510	65	3/20/2012	207.804
0178609/001	DOROTHY MCDONALD	CWR LTD	LEON	1399	312	6/3/2009	130
0178609/002	LARRY D MOSLEY	CWR LTD	LEON	1399	35	5/21/2009	71.263
0178609/003	PATSY MILLER	EOG RESOURCES INC	LEON	1560	292	5/31/2013	129.963
0178609/004	VAN GILLEN JR	EOG RESOURCES INC	LEON	1562	460	5/31/2013	129.963
0178609/005	ALICIA WAGGONER	EOG RESOURCES INC	LEON	1564	745	6/19/2013	129.963
0178609/006	ANITA WHEELER	EOG RESOURCES INC	LEON	1564	741	6/20/2013	129.963
0178609/007	SHERRY GILLEN	EOG RESOURCES INC	LEON	1564	743	6/20/2013	129.963
0178609/008	ALICE MARIE GILLEN	EOG RESOURCES INC	LEON	1588	147	1/9/2014	121.763
0178610/001	WAYNE STEVENS	CWR LTD	LEON	1400	102	6/13/2009	100.94
0178611/001	JUNE HEATH ET VIR	CWR LTD	LEON	1400	304	6/17/2009	111.526
0178612/001	BILL T TOMLINSON ET UX	CWR LTD	LEON	1399	39	5/4/2009	526.81
0178670/001	ERLINDA E PENA	ISTROUMA RESOURCES INC	LEON	1499	839	11/3/2011	33.05
0178671/001	BELINDA LEIGH CLEMENT	ISTROUMA RESOURCES INC	LEON	1499	841	11/7/2011	20
0178708/001	GOODMAN FAMILY TRUST	ISTROUMA RESOURCES INC	LEON	1499	873	1/5/2012	179.1
0178708/002	JOAN D SCLATER	EAST TEXAS OIL & GAS LLC	LEON	1397	779	5/11/2009	179.1
0178708/004	SUSAN ELIZABETH RUCKER BURDEN	EOG RESOURCES INC	LEON	1558	826	5/7/2013	50.2
0178708/005	MILES CASSEDAY RUCKER	EOG RESOURCES INC	LEON	1560	284	5/2/2013	50.2

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0178708/006	DR WILLIAM A BILSING ET UX	EOG RESOURCES INC	LEON	1591	511	12/11/2013	49.24
0178709/008	REBECCA JACK KILFOY	EAST TEXAS OIL & GAS LLC	MADISON	987	236	8/3/2009	133.47
0178709/010	JUDY HICKERSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	73	11/4/2009	60.7
0178709/014	STEVE W BILSING ET UX	EOG RESOURCES INC	MADISON	1382	98	9/2/2014	233.185
0178710/001	JOE M ELLISON	ISTROUMA RESOURCES INC	LEON	1499	875	11/30/2011	83.8
0178710/002	BILLY N & JOYCE E SPEER REV LIVING TRUST	ISTROUMA RESOURCES INC	LEON	1499	877	12/2/2011	83.8
0178710/003	BOBBY L SPEER	ISTROUMA RESOURCES INC	LEON	1503	371	12/9/2011	83.8
0178719/001	DEBORAH JEAN MCCARTER	ISTROUMA RESOURCES INC	LEON	1499	827	11/14/2011	331.11
0178719/002	AMY POLLARD	ISTROUMA RESOURCES INC	LEON	1499	829	11/14/2011	264.06
0178719/003	KELLIE POLLARD FANCHER	ISTROUMA RESOURCES INC	LEON	1499	831	11/14/2011	264.06
0178719/005	ARCH VERDON BURCK ESTATE	ISTROUMA RESOURCES INC	LEON	1507	308	2/6/2012	159.32
0178719/006	BETTY GEAN BURK ESTATE	ISTROUMA RESOURCES INC	LEON	1507	300	2/6/2012	159.32
0178719/007	HOLLY ANN POLLARD TRUST CRTD 3/2010	ISTROUMA RESOURCES INC	LEON	1521	643	11/14/2011	264.06
0178762/003	MARTHA JANE KOPETSKY	ISTROUMA RESOURCES INC	LEON	1501	790	1/12/2012	22.25
0178762/004	MAC L BENNETT III ET UX	ISTROUMA RESOURCES INC	LEON	1501	796	1/12/2012	22.25
0178762/005	ROBERT BURROUGHS BENNETT ET UX	ISTROUMA RESOURCES INC	LEON	1501	798	1/12/2012	22.25
0178762/006	RACHAEL M ROBINSON	ISTROUMA RESOURCES INC	LEON	1501	788	1/12/2012	22.25
0178762/008	WILLIAM CALVIN BENNETT ET UX	ISTROUMA RESOURCES INC	LEON	1507	292	1/12/2012	22.25
0178833/000	CAROLYN ANN WINKLER KING	ISTROUMA RESOURCES INC	LEON	1503	375	1/12/2012	8.696
0178879/001	CHARLES E PRICE	ISTROUMA RESOURCES INC	LEON	1504	820	1/11/2012	56.75
0178879/003	RICHARD M PRICE	ISTROUMA RESOURCES INC	LEON	1504	816	1/11/2012	56.75
0178879/004	JOHN ROBERT BEELER	ISTROUMA RESOURCES INC	LEON	1507	284	1/12/2012	56.75
0178879/006	SUSAN GRESHAM STREETER	ISTROUMA RESOURCES INC	LEON	1507	271	1/11/2012	56.75
0178879/007	GLENDA BLOCK	ISTROUMA RESOURCES INC	LEON	1508	605	2/14/2012	56.75
0178879/008	ROBERT L GRESHAM	ISTROUMA RESOURCES INC	LEON	1507	273	2/8/2012	56.75
0178879/009	R GRESHAM CO LTD	ISTROUMA RESOURCES INC	LEON	1507	275	1/11/2012	56.75
0178879/014	RUDY L WATSON ET UX	ISTROUMA RESOURCES INC	LEON	1508	611	2/3/2012	56.75
0178879/015	WARREN P COODY	ISTROUMA RESOURCES INC	LEON	1508	613	1/10/2012	56.75
0178879/016	JACKIE MANESS	ISTROUMA RESOURCES INC	LEON	1508	615	1/12/2012	56.75
0178879/017	HARDIE EDWARD WATSON JR	ISTROUMA RESOURCES INC	LEON	1508	623	3/27/2012	56.75
0178879/018	LOYE JANELL WATSON WORSHAM MCDONALD	ISTROUMA RESOURCES INC	LEON	1508	625	2/17/2012	56.75
0178879/019	LYNA C WELLS MINTON	ISTROUMA RESOURCES INC	LEON	1508	628	2/6/2012	56.75
0178879/020	JOY WATSON LOWE	ISTROUMA RESOURCES INC	LEON	1508	630	2/20/2012	56.75
0178879/021	RUTH COODY	ISTROUMA RESOURCES INC	LEON	1508	632	2/2/2012	56.75
0178879/022	GILBERT GRESHAM III	ISTROUMA RESOURCES INC	LEON	1510	57	2/8/2012	56.75
0178879/024	CLYDE DAVIS WELLS ET UX	ISTROUMA RESOURCES INC	LEON	1508	634	2/6/2012	56.75
0178879/025	DARLENE WATSON KIRK ET UX	ISTROUMA RESOURCES INC	LEON	1508	640	1/27/2012	56.75
0178879/026	GARY M WATSON ET UX	ISTROUMA RESOURCES INC	LEON	1510	45	1/30/2012	56.75
0178879/027	LYNDA J LADUQUE	ISTROUMA RESOURCES INC	LEON	1510	43	1/30/2012	56.75
0178879/028	MARY NEYLAND DEAN	ISTROUMA RESOURCES INC	LEON	1516	580	3/19/2012	56.75

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0178879/029	WAYNE NEYLAND	ISTROUMA RESOURCES INC	LEON	1516	578	1/12/2012	56 75
0178879/030	MILLARD LEWIS COODY ET UX	ISTROUMA RESOURCES INC	LEON	1517	757	2/2/2012	56 75
0178879/032	ANN FALKNER	EOG RESOURCES INC	LEON	1546	386	1/21/2013	56 75
0178879/034	ZORRENA WATSON NEWNAM	EOG RESOURCES INC	LEON	1567	884	6/7/2013	56 75
0178879/035	RON COODY	EOG RESOURCES INC	LEON	1613	3	9/4/2014	56 75
0178879/036	PAUL PETTIT	EOG RESOURCES INC	LEON	1615	138	9/17/2014	56 75
0178879/037	JULIA MARGARET PASCHALL JACKSON	EOG RESOURCES INC	LEON	1615	140	9/3/2014	56 75
0178879/038	JOE COODY	EOG RESOURCES INC	LEON	1615	144	9/4/2014	56 75
0178879/039	DONNA COURTNEY FETTEROLF	EOG RESOURCES INC	LEON	1617	16	10/7/2014	56 75
0178879/040	CAROL ELAINE PATTERSON	EOG RESOURCES INC	LEON	1618	795	9/30/2014	56 75
0178879/041	LAURA WHITMIRE	EOG RESOURCES INC	LEON	1618	801	10/7/2014	56 75
0178879/042	JANET BERRY	EOG RESOURCES INC	LEON	1626	429	10/17/2014	56 75
0179009/000	STEVE TENALIO	ISTROUMA RESOURCES INC	LEON	1507	286	1/27/2012	2
0179015/001	JIM SHAW ET UX	ISTROUMA RESOURCES INC	MADISON	1147	288	12/8/2011	3 701
0179081/002	JOANN SNOW WILLIAMS	ISTROUMA RESOURCES INC	LEON	1507	302	1/11/2012	12
0179081/006	ANGIE COLLIER	ISTROUMA RESOURCES INC	LEON	1516	582	4/2/2012	12
0179081/007	KIMBERLY COLLIER GALIK	ISTROUMA RESOURCES INC	LEON	1529	786	5/1/2012	12
0179105/000	DOROTHY MARIE NUTT	EAST TEXAS OIL & GAS LLC	LEON	1397	788	4/27/2009	121 77
0179106/001	GLYNN M BONDS ET UX	EAST TEXAS OIL & GAS LLC	LEON	1397	733	5/7/2009	103
0179108/001	JERRY DON FOLSOM ET UX	EAST TEXAS OIL & GAS LLC	LEON	1404	111	6/4/2009	136 366
0179111/001	THOMAS D MARCANTEL ET UX	EAST TEXAS OIL & GAS LLC	LEON	1404	115	7/15/2009	40 412
0179115/001	JAMES R WATSON	EAST TEXAS OIL & GAS LLC	MADISON	982	195	7/15/2009	211 54
0179116/001	DARREL MUNSEY ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	20	6/6/2009	39 138
0179143/002	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	LEON	1516	591	4/19/2012	37 5
0179180/000	BIRDENE PERRY	EAST TEXAS OIL & GAS LLC	LEON	1408	207	7/20/2009	81 2
0179181/001	B T DONAHOE ET UX	EAST TEXAS OIL & GAS LLC	LEON	1404	98	7/11/2009	252 5
0179183/001	PAUL T BILSING	ISTROUMA RESOURCES INC	LEON	1508	617	3/9/2012	67 45
0179184/001	LARRY MANLEY ET UX	ISTROUMA RESOURCES INC	LEON	1510	38	2/14/2012	175
0179233/000	JANIE MARCANTEL	ISTROUMA RESOURCES INC	MADISON	1151	156	4/3/2012	4
0179234/000	JANIE MARCANTEL ET VIR	ISTROUMA RESOURCES INC	MADISON	1151	153	4/3/2012	5
0179240/001	ROBERT F BRUNER ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	249	7/21/2009	75 46
0179240/002	MICHAEL DEE CARTER	EAST TEXAS OIL & GAS LLC	LEON	1420	250	9/7/2009	266 618
0179240/003	DUSTIN STANFORD	BASIN ET ENERGY LLC	MADISON	1007	315	6/30/2009	50 83
0179240/004	MORRIS DEE CARTER JR	EAST TEXAS OIL & GAS LLC	LEON	1007	80	9/7/2009	266 618
0179240/005	MADISON DEE CARTER	EAST TEXAS OIL & GAS LLC	LEON	997	79	9/7/2009	266 618
0179240/006	PATSY DARLING	EAST TEXAS OIL & GAS LLC	MADISON	1003	43	10/26/2009	44 728
0179240/007	JOHNNYE DEVEREAUX	EAST TEXAS OIL & GAS LLC	LEON	992	303	9/1/2009	266 618
0179240/008	ANNIE JORDAN	EAST TEXAS OIL & GAS LLC	LEON	992	308	9/4/2009	266 618
0179240/009	BETTY WILLIAMS	EAST TEXAS OIL & GAS LLC	LEON	992	318	9/4/2009	266 618
0179240/010	POLLIE MALONE	EAST TEXAS OIL & GAS LLC	LEON	992	298	9/4/2009	266 618
0179240/011	BEULA JEAN DAVIS	EAST TEXAS OIL & GAS LLC	LEON	992	313	9/5/2009	266 618
0179240/012	FRANCES J MCDONALD	EAST TEXAS OIL & GAS LLC	LEON	997	107	8/27/2009	266 618

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0179240/013	OSIE LEE GUSTAVUS	TERRA SOURCE LLC	MADISON	831	178	7/31/2006	204.898
0179240/015	MCDONALD FAMILY RANCH LLC	EAST TEXAS OIL & GAS LLC	LEON	1415	504	8/27/2009	61.72
0179240/016	WANDA SANDERS	EAST TEXAS OIL & GAS LLC	MADISON	1004	146	10/26/2009	44.728
0179240/017	JERRY D WEST ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1020	328	3/31/2010	20
0179240/019	WILEY J JINKINS III	EOG RESOURCES INC	MADISON	1359	188	7/21/2014	38.78
0179240/020	AMBER JINKINS SHELLEY	EOG RESOURCES INC	MADISON	1362	268	7/29/2014	38.78
0179240/021	LIVESAY FAMILY TRUST	EOG RESOURCES INC	MADISON	1362	270	7/21/2014	38.78
0179240/022	A J JINKINS III	EOG RESOURCES INC	MADISON	1362	272	7/21/2014	38.78
0179240/023	HEATHER ANN JINKINS	EOG RESOURCES INC	MADISON	1364	318	7/29/2014	38.78
0179240/024	JEAN CHESSHER BLAYLOCK	EOG RESOURCES INC	MADISON	1364	316	7/30/2014	38.78
0179240/025	JULIUS N DELAUGHTER JR	EOG RESOURCES INC	MADISON	1364	330	7/21/2014	38.78
0179240/026	SUE J TENGG	EOG RESOURCES INC	MADISON	1364	344	7/30/2014	38.78
0179247/002	DEBRA P WIBBERG ET AL	EAST TEXAS OIL & GAS LLC	MADISON	974	279	4/25/2009	40
0179248/001	RAY LEE REDING ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	40	5/27/2009	49.142
0179249/001	OSIE L GUSTAVUS	EAST TEXAS OIL & GAS LLC	MADISON	982	183	5/18/2009	50
0179250/001	KATHRYN PEYTON	EAST TEXAS OIL & GAS LLC	MADISON	978	47	6/15/2009	55.725
0179250/003	CARL DUANE HENRY	EOG RESOURCES INC	MADISON	1364	183	8/13/2014	55.725
0179277/001	LIBBY B STARNS	EAST TEXAS OIL & GAS LLC	MADISON	993	15	7/27/2009	68.28
0179278/001	THOMAS D SMITH ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	28	6/8/2009	12.555
0179279/001	BILLIE MOSS BOULDIN	EAST TEXAS OIL & GAS LLC	MADISON	982	205	6/24/2009	132.386
0179279/002	ELVIRA JANE BOULDIN	EAST TEXAS OIL & GAS LLC	MADISON	982	187	7/18/2009	132.386
0179280/030	CAHABA PARTNERSHIP LTD	EOG RESOURCES INC	MADISON	1369	183	8/28/2014	124.41
0179280/031	ROLAND T JACKSON TESTAMENTARY FAMILY TRS	EOG RESOURCES INC	MADISON	1369	179	8/28/2014	124.41
0179285/001	HORACE R MOSLEY JR	EAST TEXAS OIL & GAS LLC	LEON	1397	785	5/11/2009	71.3
0179285/002	EMILY MOSLEY BULLARD	EAST TEXAS OIL & GAS LLC	LEON	1400	391	5/11/2009	71.263
0179285/003	GARY W MOSLEY	EAST TEXAS OIL & GAS LLC	LEON	1400	385	5/11/2009	71.263
0179285/004	ROBERT NEIL MOSLEY	EAST TEXAS OIL & GAS LLC	LEON	1400	394	5/11/2009	71.263
0179285/005	SYLVIA ANN HODGE	EAST TEXAS OIL & GAS LLC	LEON	1400	397	5/11/2009	71.263
0179285/006	DORIS JEAN JONES	EAST TEXAS OIL & GAS LLC	LEON	1400	388	5/11/2009	71.3
0179287/000	JERRY GUSTAVUS	EAST TEXAS OIL & GAS LLC	MADISON	978	65	5/21/2009	139.398
0179294/001	LOIS A GASTON ET VIR	EAST TEXAS OIL & GAS LLC	LEON	1397	726	4/20/2009	10
0179295/001	PAULA K MOSLEY	EAST TEXAS OIL & GAS LLC	LEON	1404	108	6/4/2009	79.5
0179295/002	SUELLEN SANDLIN ET VIR	EAST TEXAS OIL & GAS LLC	LEON	1397	720	4/20/2009	40
0179296/001	DONNA M ONDRUCH ET VIR	EAST TEXAS OIL & GAS LLC	LEON	1397	723	4/20/2009	21.263
0179298/001	BOBBY LYNN FREEMAN	EAST TEXAS OIL & GAS LLC	LEON	1400	404	6/13/2009	25
0179298/002	CYNTHIA FREEMAN LOTT	EAST TEXAS OIL & GAS LLC	LEON	1400	407	6/13/2009	25
0179298/003	JOE C FREEMAN	EAST TEXAS OIL & GAS LLC	LEON	1400	400	6/13/2009	25
0179298/004	BOBBY LYNN FREEMAN	EOG RESOURCES INC	LEON	1610	332	8/15/2014	25
0179298/005	JOE C FREEMAN	EOG RESOURCES INC	LEON	1610	336	8/15/2014	25
0179298/006	CYNTHIA FREEMAN LOTT	EOG RESOURCES INC	LEON	1610	334	8/15/2014	25
0179299/001	CALLYE B DIXON	EAST TEXAS OIL & GAS LLC	LEON	1404	91	7/1/2009	16.339
0179299/002	JOE DIXON	EAST TEXAS OIL & GAS LLC	LEON	1404	95	7/1/2009	16.339

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0179299/003	GEORGE DIXON	EAST TEXAS OIL & GAS LLC	LEON	1400	417	7/1/2009	16.339
0179300/001	PENNYE M LISLE	EAST TEXAS OIL & GAS LLC	LEON	1400	431	5/13/2009	138.8
0179305/001	BOBBY L FREEMAN	EAST TEXAS OIL & GAS LLC	MADISON	982	221	7/22/2009	322.18
0179305/002	CYNTHIA FREEMAN LOTT	EAST TEXAS OIL & GAS LLC	MADISON	982	213	7/22/2009	322.18
0179305/003	JOE C FREEMAN	EAST TEXAS OIL & GAS LLC	MADISON	982	217	7/22/2009	322.18
0179305/005	JUSTIN W REESE	EOG RESOURCES INC	MADISON	1368	15	8/19/2014	67.04
0179305/006	COLVIN WALKER ET UX	EOG RESOURCES INC	MADISON	1368	17	8/18/2014	27.63
0179305/007	BOBBY LYNN FREEMAN	EOG RESOURCES INC	MADISON	1364	189	8/15/2014	322.18
0179305/008	JOE C FREEMAN	EOG RESOURCES INC	MADISON	1364	193	8/15/2014	322.18
0179305/009	CYNTHIA FREEMAN LOTT	EOG RESOURCES INC	MADISON	1364	191	8/15/2014	322.18
0179305/010	VIRGINIA WILLIAMS JACKSON	EOG RESOURCES INC	MADISON	1495	109	9/23/2014	102
0179305/011	KEVIN FORBES	EOG RESOURCES INC	MADISON	1384	69	8/19/2014	100
0179305/012	JOHN E WOLFINGTON ET AL	EOG RESOURCES INC	MADISON	1384	55	10/7/2014	102
0179305/013	GLORIA BLEDSOE JONES	EOG RESOURCES INC	MADISON	1387	338	9/29/2014	100
0179305/014	CLAUDETTE BLEDSOE PORTER	EOG RESOURCES INC	MADISON	1408	53	9/30/2014	100
0179305/015	ELAINE BLEDSOE KITCHENS	EOG RESOURCES INC	MADISON	1432	127	9/29/2014	100
0179307/001	BENJAMIN F LILES III	EAST TEXAS OIL & GAS LLC	MADISON	982	242	8/1/2009	38
0179307/002	LINDA REAGAN	EAST TEXAS OIL & GAS LLC	MADISON	982	246	8/1/2009	38
0179311/003	CW FAMILY LIMITED PARTNERSHIP	EAST TEXAS OIL & GAS LLC	MADISON	987	243	7/30/2009	85
0179313/001	DR WILLIAM A BILSING ET UX	TERRA SOURCE LLC	LEON	1276	583	6/26/2006	25
0179785/001	TRIPLE CROWN ACQUISITIONS LLC	ISTROUMA RESOURCES INC	LEON	1511	224	3/13/2012	91.195
0179787/001	SOILA GARZA	ISTROUMA RESOURCES INC	LEON	1511	228	4/12/2012	1.251
0180043/001	BRIAN TULLOCH	ISTROUMA RESOURCES INC	LEON	1513	281	4/4/2012	18.634
0180046/000	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	MADISON	1157	59	4/19/2012	37.2
0180048/001	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	MADISON	1160	336	4/19/2012	12.8
0180058/001	DOUGLAS L SHANNON	ISTROUMA RESOURCES INC	MADISON	1160	334	4/19/2012	18.11
0180058/002	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	MADISON	1160	332	4/19/2012	18.11
0180059/000	DOUGLAS L SHANNON	ISTROUMA RESOURCES INC	MADISON	1159	221	4/19/2012	41.9
0180086/002	DOROTHY RAYE BATSON	EAST TEXAS OIL & GAS LLC	MADISON	987	229	7/27/2009	210.439
0180089/000	RICHARD JOHNSON	ISTROUMA RESOURCES INC	MADISON	1166	243	4/18/2012	5.12
0180098/001	RAMONA KELLY	ISTROUMA RESOURCES INC	LEON	1516	588	3/26/2012	1277.277
0180391/001	DAVID P VINSON ET UX	ISTROUMA RESOURCES INC	LEON	1516	564	4/20/2012	187.159
0180391/002	MARK HENRY DYKES	ISTROUMA RESOURCES INC	LEON	1516	566	4/25/2012	187.159
0180391/003	NANCY HEILAND DYKES	ISTROUMA RESOURCES INC	LEON	1516	568	4/25/2012	187.159
0180391/004	AMY MARGUERITE DYKES MEWES	ISTROUMA RESOURCES INC	LEON	1516	570	4/25/2012	187.159
0180393/001	AMY MARGUERITE DYKES MEWES	ISTROUMA RESOURCES INC	MADISON	1166	228	4/25/2012	135.5
0180393/002	MARK HENRY DYKES	ISTROUMA RESOURCES INC	MADISON	1166	225	4/25/2012	135.5
0180393/003	NANCY HEILAND DYKES	ISTROUMA RESOURCES INC	MADISON	1166	219	4/25/2012	135.5
0180393/004	DAVID P VINSON ET UX	ISTROUMA RESOURCES INC	MADISON	1166	222	4/20/2012	135.5
0180580/018	MICHELLE L MOORE FITE	EOG RESOURCES INC	MADISON	1384	47	6/30/2014	71.5
0180581/002	LEONEAN H HARRISON	EOG RESOURCES INC	LEON	1605	51	4/30/2014	100
0180586/008	CECIL MUSGROVE	BASIN ET ENERGY LLC	LEON	1422	785	8/17/2009	43

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0180586/009	MILTON ROY MUSGROVE	BASIN ET ENERGY LLC	LEON	1422	795	8/17/2009	43
0180586/010	ELTON MUSGROVE	BASIN ET ENERGY LLC	LEON	1422	790	8/17/2009	43
0180586/011	LISA EATON	EOG RESOURCES INC	LEON	1624	509	6/26/2014	125 37
0180586/012	JAMES RONALD HOLDER	EOG RESOURCES INC	LEON	1608	82	7/22/2014	125 37
0180586/013	RANDALL EARL CALVERT	EOG RESOURCES INC	LEON	1608	78	7/22/2014	125 37
0180586/014	JAMES HAL HOLDER	EOG RESOURCES INC	LEON	1608	80	7/22/2014	125 37
0180586/015	CODY GREENROYD	EOG RESOURCES INC	LEON	1612	915	8/13/2014	125 37
0180586/016	AMBER GREENROYD	EOG RESOURCES INC	LEON	1612	917	8/13/2014	125 37
0180642/024	VENRO LTD	EOG RESOURCES INC	MADISON	1384	53	10/2/2014	97 683
0180642/025	VENABLE ROYALTY LTD	EOG RESOURCES INC	MADISON	1384	51	10/2/2014	97 683
0180642/026	JEFFREY D BOULDIN	EOG RESOURCES INC	MADISON	1384	71	10/2/2014	97 683
0180685/002	EDWARD AKINS	ISTROUMA RESOURCES INC	MADISON	1177	331	4/26/2012	139 887
0180685/004	MARGARET A MOORE	ISTROUMA RESOURCES INC	MADISON	1177	325	4/18/2012	139 887
0181380/003	GEORGE ROBERT GANNAWAY	EOG RESOURCES INC	LEON	1569	523	7/26/2013	20
0181380/004	CARL DUANE HENRY	EOG RESOURCES INC	LEON	1601	16	5/7/2014	125
0181380/005	SPENCER C STATEN	EOG RESOURCES INC	LEON	1606	514	5/13/2014	125
0181380/006	JULIE C STATEN	EOG RESOURCES INC	LEON	1606	518	5/13/2014	125
0181380/007	JAMIE L SELLERS	EOG RESOURCES INC	LEON	1606	516	5/13/2014	125
0181381/000	MARGARET O SOLBERGER	ISTROUMA RESOURCES INC	LEON	1524	924	7/17/2012	81
0181564/001	ROSETTA LYNN HARRIS	DIXON SERVICES INC	LEON	1504	701	12/6/2011	300
0181564/002	STEVEN HARRIS	DIXON SERVICES INC	LEON	1504	703	10/24/2011	300
0181564/003	MARK A HARRIS	DIXON SERVICES INC	LEON	1504	697	12/6/2011	300
0181564/004	MATHILDA MUSGROVE	DIXON SERVICES INC	LEON	1504	735	12/5/2011	300
0181564/005	ERNEST M HARRIS	DIXON SERVICES INC	LEON	1504	693	12/6/2011	300
0181564/006	GEORGE A HARRIS	DIXON SERVICES INC	LEON	1504	695	12/5/2011	300
0181564/007	ERIC S HARRIS	DIXON SERVICES INC	LEON	1504	691	12/6/2011	300
0181564/008	CHARLES WAYNE HARRIS	DIXON SERVICES INC	LEON	1504	689	12/6/2011	300
0181564/009	ELISABETH R HARRIS GOSS	DIXON SERVICES INC	LEON	1504	679	11/1/2011	300
0181564/010	TERRY HARRIS	DIXON SERVICES INC	LEON	1504	705	12/6/2011	300
0181567/001	SALLY RICE DEWESE	DIXON SERVICES INC	LEON	1504	661	11/14/2011	99
0181567/002	MARILYNN RICE BUCHER	DIXON SERVICES INC	LEON	1504	653	11/14/2011	99
0181567/003	LINDA KAY KENNELLY GUAJARDO	DIXON SERVICES INC	LEON	1504	683	12/20/2011	99
0181567/004	SHIRLEY KENNELLY	DIXON SERVICES INC	LEON	1504	725	11/14/2011	99
0181567/005	REBECCA KENNELLY HAAS	DIXON SERVICES INC	LEON	1504	685	11/14/2011	99
0181567/006	THELMA KENNELLY CALLENDER	DIXON SERVICES INC	LEON	1504	657	11/14/2011	99
0181567/007	NEAL SKINNER	DIXON SERVICES INC	LEON	1504	755	1/3/2012	99
0181567/008	ERIEANNA WARREN	DIXON SERVICES INC	MADISON	1508	704	3/14/2012	1696 48
0181567/011	JAMES ALLGEIER	DIXON SERVICES INC	MADISON	1508	692	3/14/2012	1696 48
0181567/012	DORIS JEAN SIMS	DIXON SERVICES INC	MADISON	1508	702	3/14/2012	1696 48
0181568/001	WILLIAM S ROGERS	DIXON SERVICES INC	LEON	1504	749	1/27/2012	858 5
0182431/008	R G & CLAUDINE POPE PEELER CHARITABLE TR	EOG RESOURCES INC	LEON	1594	114	2/11/2014	32
0182431/009	MILDRED NANCY BERRY GASKELL	EOG RESOURCES INC	LEON	1611	164	8/14/2014	32

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0182431/010	MARY HELEN EASTEP MCMILLEN	EOG RESOURCES INC	LEON	1611	168	8/20/2014	32
0182431/011	JOYCE ELIZABETH BERRY MOSELEY	EOG RESOURCES INC	LEON	1611	172	8/20/2014	32
0182431/012	FRANK VINCENT RAO	EOG RESOURCES INC	LEON	1611	166	8/19/2014	32
0182431/013	WILEY GILBERT BERRY	EOG RESOURCES INC	LEON	1611	170	8/21/2014	32
0182431/014	MARTHA ANNE DAVIDSON NITSCHKE	EOG RESOURCES INC	LEON	1612	921	8/20/2014	32
0182431/015	KARL NORMAN DAVIDSON JR	EOG RESOURCES INC	LEON	1615	142	8/20/2014	32
0182431/016	SAUNDRA JEAN PARMER HITTLE	EOG RESOURCES INC	LEON	1615	172	8/13/2014	32
0182431/017	DON M WEBB	EOG RESOURCES INC	LEON	1617	7	8/20/2014	32
0182823/003	PETER FOWNES KING	EOG RESOURCES INC	LEON	1601	753	5/20/2014	100
0183372/001	BENJAMIN C BIENEK JR	EOG RESOURCES INC	LEON	1543	362	1/10/2013	29 99
0183372/002	CONNIE BIENEK	EOG RESOURCES INC	LEON	1543	360	1/10/2013	29 99
0183372/003	LANA MILLER	EOG RESOURCES INC	LEON	1543	358	1/10/2013	29 99
0183372/004	LONNIE BIENEK	EOG RESOURCES INC	LEON	1543	356	1/10/2013	29 99
0183547/002	DOUGLAS ROBINSON ET UX	EAST TEXAS OIL & GAS LLC	MADISON	997	89	10/21/2009	38 75
0183547/003	RICHARD J KUNZ	EAST TEXAS OIL & GAS LLC	MADISON	992	327	9/13/2009	119 572
0183916/001	DIANNE ROACHE	EOG RESOURCES INC	LEON	1550	256	1/29/2013	320
0183916/002	EDMUND ROACHE JR	EOG RESOURCES INC	LEON	1550	260	1/29/2013	320
0183916/003	GREGORY ROACHE	EOG RESOURCES INC	LEON	1550	264	1/29/2013	320
0183916/004	ALAN ROACHE	EOG RESOURCES INC	LEON	1554	814	1/29/2013	320
0184035/000	JERRY R COLLIER	EOG RESOURCES INC	LEON	1554	808	4/5/2013	6
0184036/001	BUREN W NOEY	EOG RESOURCES INC	LEON	1554	819	4/3/2013	56 88
0184193/000	VICKY LYNN VAUGHN ADAMS	EOG RESOURCES INC	LEON	1554	793	4/18/2013	11
0184196/001	STACY ANN SMITH CATCHING	EOG RESOURCES INC	LEON	1554	800	6/1/2013	173 375
0184196/002	AMY MARGARET SMITH	EOG RESOURCES INC	LEON	1554	802	6/1/2013	173 375
0184303/002	PAMELA K WILLIAMS	EOG RESOURCES INC	LEON	1560	286	4/16/2013	20 17
0184514/001	ODIS P ELLISON JR TRUST	ENCANA OIL & GAS INC	LEON	1411	638	5/8/2009	37 5
0184514/002	VERNA SUMRALL	ENCANA OIL & GAS INC	LEON	1410	656	5/18/2009	37 5
0184514/003	ELLISON FAMILY TRUST	ENCANA OIL & GAS INC	LEON	1410	647	5/8/2009	37 5
0184515/001	JOE M ELLISON	TRIAD LAND SERVICES LLC	LEON	1410	634	8/4/2009	371 18
0184515/002	LAYNE WELLS	TRIAD LAND SERVICES LLC	LEON	1410	636	8/4/2009	80 58
0184515/003	GREGORY CHARLES HODGES	TRIAD LAND SERVICES LLC	LEON	1411	661	9/23/2009	290 6
0184526/001	ELLISON FAMILY TRUST	TRIAD LAND SERVICES LLC	LEON	1408	15	6/2/2009	416
0184573/000	ROYCE G SHAW JR ET UX	EOG RESOURCES INC	LEON	1558	824	5/8/2013	42 18
0184579/001	RALPH L SAVAGE JR	EOG RESOURCES INC	MADISON	1258	220	8/21/2013	292 4
0184579/003	CONQUISTADOR RANCH PARTNERS LP	EAST TEXAS OIL & GAS LLC	MADISON	992	277	9/11/2009	282 4
0184579/004	REBECCA JACK KILFOY	EOG RESOURCES INC	MADISON	1368	22	8/8/2014	225 05
0184579/005	CONQUISTADOR RANCH PARTNERS LP	EOG RESOURCES INC	MADISON	1382	96	9/11/2014	225 05
0184583/001	LAYNE WELLS	TRIAD LAND SERVICES LLC	LEON	1410	681	8/4/2009	1 286
0184762/001	MINNIE LAURA MITTELSTEDT	EOG RESOURCES INC	MADISON	1264	192	6/17/2013	4 1
0184762/002	EMILY JEANETTE NAUMANN ET AL	EOG RESOURCES INC	MADISON	1277	52	7/24/2013	4 1
0185053/000	JUSTIN MUNSEY	EOG RESOURCES INC	MADISON	1281	340	8/29/2013	11 26

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0185199/003	JAMES CHARLES WHEELER	EOG RESOURCES INC	MADISON	1356	35	7/14/2014	49 731
0185200/000	RICHARD FOGLE JR ET UX	PRESCO INC	MADISON	1088	131	4/18/2011	48 925
0185210/002	JOHN C DEAN	SILVER OAK ENERGY LLC	MADISON	1192	160	7/19/2012	225 776
0185210/003	DAVID BRADLEY DEAN	SILVER OAK ENERGY LLC	MADISON	1192	158	7/19/2012	225 776
0185210/004	JAMES CHRISTOPHER DEAN	SILVER OAK ENERGY LLC	MADISON	1183	309	7/19/2012	225 776
0185210/005	THURSTON DEAN III	SILVER OAK ENERGY LLC	MADISON	1183	305	7/19/2012	225 776
0185210/006	KATHLEEN D WILLIAMS	SILVER OAK ENERGY LLC	MADISON	1192	162	7/19/2012	225 776
0185210/007	PAUL W DEAN	SILVER OAK ENERGY LLC	MADISON	1183	307	7/19/2012	225 776
0185215/001	GINGER LEE	PRESCO INC	MADISON	1088	124	4/4/2011	104 663
0185215/002	PAULA L SANFORD	PRESCO INC	MADISON	1088	119	4/5/2011	104 498
0185216/001	R P BARRETT ET UX	PRESCO INC	MADISON	1088	129	4/5/2011	111 5
0185216/002	DEWEY RANDALL FINLEY	EOG RESOURCES INC	MADISON	1342	31	5/27/2014	111 5
0185216/003	LISA MCLAREN CURTIS	EOG RESOURCES INC	MADISON	1344	134	6/3/2014	111 5
0185216/004	CAROLYN FINLEY FITE	EOG RESOURCES INC	MADISON	1344	132	5/27/2014	111 5
0185216/005	JAMES RICKEY FINLEY	EOG RESOURCES INC	MADISON	1344	136	5/27/2014	111 5
0185216/006	ROBERT E MCLAREN III	EOG RESOURCES INC	MADISON	1348	250	5/30/2014	111 5
0185216/007	LYNN MCLAREN	EOG RESOURCES INC	MADISON	1348	248	6/3/2014	111 5
0185216/010	DORIS MARIE HINES	EOG RESOURCES INC	MADISON	1351	296	7/3/2014	144 9
0185216/011	GLENDA JOYCE HARRIS	EOG RESOURCES INC	MADISON	1356	8	6/24/2014	111 5
0185216/012	MICHAEL MCLAREN	EOG RESOURCES INC	MADISON	1356	10	5/29/2014	111 5
0185216/013	LISA MCLAREN CURTIS	EOG RESOURCES INC	MADISON	1356	16	7/2/2014	33 4
0185216/014	MICHAEL MCLAREN	EOG RESOURCES INC	MADISON	1356	12	7/3/2014	33 4
0185216/015	LYNN MCLAREN	EOG RESOURCES INC	MADISON	1356	14	7/2/2014	33 4
0185216/016	STEPHEN BRIAN ROBERTS TRUSTEE	EOG RESOURCES INC	MADISON	1377	291	6/24/2014	144 9
0185216/017	BEVERLY ANN BLEDSOE KEEFER ET AL	EOG RESOURCES INC	MADISON	1356	18	6/24/2014	144 9
0185216/018	JAMES RICHARD BERRY	EOG RESOURCES INC	MADISON	1356	23	7/8/2014	144 9
0185216/019	KENNETH RAY BLEDSOE	EOG RESOURCES INC	MADISON	1377	293	7/9/2014	144 9
0185216/020	SANDRA KAY BLEDSOE WINDT	EOG RESOURCES INC	MADISON	1359	190	7/28/2014	176 21
0185216/021	WILLIAM DOYLE BERRY	EOG RESOURCES INC	MADISON	1367	346	7/30/2014	176 21
0185216/022	JAMES EDWARD BLEDSOE	EOG RESOURCES INC	MADISON	1368	11	7/30/2014	176 21
0185216/023	DARYL MARDIS JR	EOG RESOURCES INC	MADISON	1369	188	6/4/2014	111 5
0185216/024	DARRYL KEITH BLEDSOE	EOG RESOURCES INC	MADISON	1369	190	7/30/2014	176 21
0185216/025	JOYCE LEONA BERRY ROSE	EOG RESOURCES INC	MADISON	1369	198	7/30/2014	176 21
0185216/026	DEBORAH LYNN HOOPER RANDALL	EOG RESOURCES INC	MADISON	1369	194	7/21/2014	111 5
0185216/027	RANDALL TODD HOOPER	EOG RESOURCES INC	MADISON	1369	196	7/21/2014	111 5
0185216/028	CYNTHIA A THOMAS	EOG RESOURCES INC	MADISON	1372	280	9/18/2014	176 21
0185216/029	RODNEY BLEDSOE	EOG RESOURCES INC	MADISON	1372	287	9/15/2014	176 21
0185216/030	BRIAN BLEDSOE	EOG RESOURCES INC	MADISON	1372	282	9/15/2014	176 21
0185216/031	ROBERT E MCLAREN III	EOG RESOURCES INC	MADISON	1377	299	7/3/2014	33 4
0185216/032	BILLIE BERRY	EOG RESOURCES INC	MADISON	1377	295	7/30/2014	176 21
0185216/033	BETTY HOOPER LIFE ESTATE	EOG RESOURCES INC	MADISON	1384	67	9/17/2014	111 5
0185216/034	SCOTT ALLEN HOOPER	EOG RESOURCES INC	MADISON	1387	328	10/16/2014	111 5

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0185216/035	MITCHELL MARDIS	EOG RESOURCES INC	MADISON	1387	332	7/2/2014	33 4
0185216/036	DARYL MARDIS JR	EOG RESOURCES INC	MADISON	1387	330	10/16/2014	64 71
0185216/037	MITCHELL MARDIS	EOG RESOURCES INC	MADISON	1387	332	6/4/2014	111 5
0185216/038	KELLIE HIGHTOWER	EOG RESOURCES INC	MADISON	1408	51	9/17/2014	111 5
0185216/039	MICHELLE HOOPER	EOG RESOURCES INC	MADISON	1408	55	9/17/2014	111 5
0185216/040	RICKY HOOPER	EOG RESOURCES INC	MADISON	1440	288	9/17/2014	111 5
0185217/001	JIMMY LOYD CALDWELL ET UX	PRESCO INC	MADISON	1088	121	4/5/2011	88 667
0185217/004	JARROD BLAINE REESE	EOG RESOURCES INC	MADISON	1368	13	8/19/2014	82 05
0185226/000	JEANELL PARK MORRISON	PRESCO INC	MADISON	1088	133	4/18/2011	69
0185228/000	JAKE A SHAW ET UX	EOG RESOURCES INC	LEON	1580	260	10/30/2013	1
0185250/001	WILLIAM B LANCASTER ET UX	NOBLES & HARDY LLC	MADISON	1112	285	4/20/2011	100
0185250/002	B L OWENS ET UX	NOBLES & HARDY LLC	MADISON	1112	283	4/29/2011	100
0185251/001	ELIZABETH ROBINSON HICKS	PRESCO INC	MADISON	1093	200	5/5/2011	177
0185252/001	ELSIE I WILSON GUSTAVUS	PRESCO INC	MADISON	1098	290	6/6/2011	145 73
0185252/002	MCCRAIG FAMILY LIMITED PARTNERSHIP	PRESCO INC	MADISON	1101	73	7/25/2011	145 73
0185252/003	ANNIE LEE WILSON ROGERS	PRESCO INC	MADISON	1101	75	7/25/2011	145 73
0185338/000	GIBBS BROTHERS & COMPANY LP	EOG RESOURCES INC	MADISON	1307	145	12/2/2013	708 6
0185368/001	NANCY MCIVER BUSH	PRESCO INC	MADISON	1024	10	4/23/2010	680 8
0185368/002	DAVID S MCIVER JR	PRESCO INC	MADISON	1024	71	4/23/2010	680 8
0185368/003	GARRISON MCIVER	PRESCO INC	MADISON	1024	67	4/23/2010	680 8
0185368/004	MARTHA MCIVER RUSHING	PRESCO INC	MADISON	1024	27	4/23/2010	680 8
0185368/005	JOHN R MCIVER JR	PRESCO INC	MADISON	1038	243	4/28/2010	680 8
0185368/007	RIZZO OIL & GAS PARTNERSHIP LTD	EOG RESOURCES INC	MADISON	1442	289	5/13/2015	3034 87
0185386/000	BEN F WALDRIP JR	PRESCO INC	MADISON	1024	4	5/5/2010	164 475
0185411/000	THOMAS S WALDRIP ET UX	PRESCO INC	MADISON	1024	54	5/5/2010	164 539
0185416/000	JAMES M BROWN	PRESCO INC	MADISON	1052	305	10/13/2010	62 56
0185417/000	ARNOLD JOYCE COLE ET UX	PRESCO INC	MADISON	1052	299	10/13/2010	83 205
0185418/000	HELEN JEAN COLE	PRESCO INC	MADISON	1052	311	10/13/2010	62 56
0185421/000	LYNDAL R JANKOWSKI	PRESCO INC	MADISON	1052	322	10/18/2010	98 28
0185422/000	FLOYD ALAN COLE ET UX	PRESCO INC	MADISON	1052	286	10/18/2010	98 24
0185438/001	CAROLYN B GUEDRY	EOG RESOURCES INC	MADISON	1315	23	1/9/2014	209 6
0185438/002	ARIEBETH B BOTT	EOG RESOURCES INC	MADISON	1322	17	1/14/2014	209 6
0185598/001	MCCAIG FAMILY LP	EOG RESOURCES INC	MADISON	1315	3	12/20/2013	95 755
0185610/001	DON F DEAN	EOG RESOURCES INC	MADISON	1315	1	1/14/2014	14 25
0185610/002	LILLIAN ANN GERLACH	EOG RESOURCES INC	MADISON	1315	29	1/14/2014	14 25
0185610/003	JAMES W MCIVER	EOG RESOURCES INC	MADISON	1315	31	1/14/2014	14 25
0185610/004	WINNIE M MCIVER	EOG RESOURCES INC	MADISON	1315	27	1/14/2014	14 25
0185610/005	MICHAEL MAKAMSON MCIVER ESTATE	EOG RESOURCES INC	MADISON	1342	33	5/1/2014	14 25
0185703/000	DAVID N KEITH ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1020	324	3/30/2010	5
0185704/000	MAUDENE COLE	EAST TEXAS OIL & GAS LLC	MADISON	997	139	10/17/2009	25 264
0185710/001	HOMER LEE ROTH ET UX	MEAGHER OIL & GAS PROPERTIES INC	LEON	1269	440	5/29/2006	256 63

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0185751/000	WAYNE & SYBILL SMITH FAMILY REAL ESTATE	MEAGHER OIL & GAS PROPERTIES INC	LEON	1293	105	8/24/2006	82 75
0185752/000	BILLY JOE GLOVER ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1400	428	5/15/2009	96 92
0185755/000	FORD HOOPER ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	24	6/3/2009	56
0185757/001	S DOUGLAS DICKEY JR	EOG RESOURCES INC	LEON	1594	112	3/11/2014	34 75
0185757/002	STANLEY DICKEY	EOG RESOURCES INC	LEON	1594	133	3/19/2014	34 75
0185757/003	JOE CANNON	EOG RESOURCES INC	LEON	1594	131	3/24/2014	34 75
0185757/004	FRANK CANNON	EOG RESOURCES INC	LEON	1594	129	3/24/2014	34 75
0185757/005	KENNETH DICKEY	EOG RESOURCES INC	LEON	1594	160	3/19/2014	34 75
0185757/006	MELISSA JOHNSON	EOG RESOURCES INC	LEON	1595	775	3/31/2014	34 75
0185757/007	CYNTHIA DICKEY AREVALO	EOG RESOURCES INC	LEON	1595	785	3/31/2014	34 75
0185757/008	EVERETT DICKEY	EOG RESOURCES INC	LEON	1595	789	3/19/2014	34 75
0185757/009	MICHAEL T MARCANTEL	EAST TEXAS OIL & GAS LLC	LEON	1408	189	8/11/2009	34 75
0185757/010	AUDREY DICKEY	EOG RESOURCES INC	LEON	1599	876	3/26/2014	34 75
0185757/011	RALPH THOMAS CANNON	EOG RESOURCES INC	LEON	1601	40	5/12/2014	34 75
0185757/012	DICKEY FAMILY TRUST	EOG RESOURCES INC	LEON	1601	46	5/21/2014	34 75
0185757/013	CELESTE HOTZEN	EOG RESOURCES INC	LEON	1603	462	6/19/2014	34 75
0185769/000	DARREL MUNSEY ET UX	EAST TEXAS OIL & GAS LLC	LEON	1400	420	6/6/2009	7
0185782/001	BETTY T JOHNSTON MARITAL TRUST	TEXAS NINE RESOURCES CO	LEON	1322	788	8/4/2006	858 5
0185782/002	V A JOHNSTON LTD	EAST TEXAS OIL & GAS LLC	LEON	1497	351	9/29/2011	858 5
0185782/003	GRAYFORE PARTNERS LP	EAST TEXAS OIL & GAS LLC	LEON	1497	357	8/22/2011	858 5
0185782/004	GWINN MCMAHAN LEWIS INVESTMENT TRUST	EAST TEXAS OIL & GAS LLC	LEON	1438	203	6/3/2010	602 5
0185782/005	THOMAS V MCMAHAN 1966 TRUST	EAST TEXAS OIL & GAS LLC	LEON	1438	211	6/3/2010	602 5
0185782/007	EULA MAE JOHNSTON TRUST	EOG RESOURCES INC	LEON	1605	53	6/18/2014	858 5
0185789/002	MARY ELIZABETH WEST	EAST TEXAS OIL & GAS LLC	LEON	1397	752	4/6/2009	339 733
0185789/003	MAYME FREDERICK	EAST TEXAS OIL & GAS LLC	LEON	1397	768	4/6/2009	339 733
0185789/005	NORMA GONZALES	EAST TEXAS OIL & GAS LLC	LEON	1397	748	4/6/2009	339 733
0185789/006	PEGGY JOYCE HARPER	EAST TEXAS OIL & GAS LLC	LEON	1397	760	4/6/2009	339 733
0185789/007	FRANCIS HOLLOMAN MESSINA	EAST TEXAS OIL & GAS LLC	LEON	1397	729	4/6/2009	339 733
0185789/008	BYRON W TERRELL	MEAGHER OIL & GAS PROPERTIES INC	LEON	1293	198	6/15/2006	339 733
0185789/009	MILES TERRELL	MEAGHER OIL & GAS PROPERTIES INC	LEON	1281	741	6/15/2006	339 733
0185789/010	J W HOLLOMAN JR	EAST TEXAS OIL & GAS LLC	LEON	1397	756	4/6/2009	339 733
0185789/011	K 2 PROPERTIES LP	EOG RESOURCES INC	LEON	1609	367	6/12/2014	339 733
0185789/012	DAVID TERRELL	EOG RESOURCES INC	LEON	1611	160	8/12/2014	269 487
0185789/013	BARBARA TARPLEY DOCKENS	EOG RESOURCES INC	LEON	1612	913	8/20/2014	50
0185789/014	BONNIE JEAN MCFARLAND	EOG RESOURCES INC	LEON	1615	118	9/16/2014	169
0185789/015	NITA DEANNE JUDD	EOG RESOURCES INC	LEON	1615	146	9/17/2014	169
0185789/016	MARY EDNA MCVEY	EOG RESOURCES INC	LEON	1615	148	9/17/2014	169
0185789/017	ELAINE TARPLEY	EOG RESOURCES INC	LEON	1615	168	9/19/2014	50

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0185789/018	ILA RUTH MURF LIFE ESTATE	EOG RESOURCES INC	LEON	1615	164	9/19/2014	50
0185789/019	LAURIE STRUCK SHARP	EOG RESOURCES INC	LEON	1615	162	9/19/2014	50
0185789/020	KEVIN BROOKS KIRKLAND	EOG RESOURCES INC	LEON	1615	166	9/16/2014	169
0185789/021	BECKY MURFF HEPTIG	EOG RESOURCES INC	LEON	1615	158	9/16/2014	169
0185789/022	SUSAN SMITH	EOG RESOURCES INC	LEON	1615	170	9/16/2014	169
0185789/023	KEITH ALLEN KIRKLAND	EOG RESOURCES INC	LEON	1617	9	9/16/2014	169
0185789/024	CARRIE STRUCK WHITE	EOG RESOURCES INC	LEON	1619	390	8/20/2014	50
0185790/000	JOHN K SHANNON	EAST TEXAS OIL & GAS LLC	MADISON	982	231	6/24/2009	13 02
0185791/001	PEGGY CULTON BURNETT	EAST TEXAS OIL & GAS LLC	MADISON	993	11	7/20/2009	102 39
0185791/005	BILLY F CULTON	EAST TEXAS OIL & GAS LLC	MADISON	987	288	7/20/2009	17 065
0185791/006	RAY CULTON	EAST TEXAS OIL & GAS LLC	MADISON	987	275	7/20/2009	102 39
0185791/007	TOMMY CULTON	EAST TEXAS OIL & GAS LLC	MADISON	997	114	7/20/2009	102 39
0185792/001	MURRAY WILLIAMS JR	PRESCO INC	LEON	1299	296	6/12/2006	87 22
0185794/001	BILLY JOE GLOVER ET UX	EAST TEXAS OIL & GAS LLC	LEON	1400	424	5/28/2009	79 2
0185796/001	ELLISON FAMILY TRUST	EAST TEXAS OIL & GAS LLC	LEON	1505	356	1/3/2012	18
0185798/001	AVIS HILLMAN MERCHANT	EAST TEXAS OIL & GAS LLC	LEON	1484	573	7/11/2011	106 31
0185798/002	ELOISE HILLMAN MCMICHAEL	EAST TEXAS OIL & GAS LLC	LEON	1484	580	6/23/2011	76 32
0185798/003	STEVE HILLMAN	MEAGHER OIL & GAS PROPERTIES INC	LEON	1296	833	6/4/2006	85 09
0185798/004	ALTA LOLETA ETHERIDGE	EOG RESOURCES INC	LEON	1610	373	7/22/2014	56 351
0185798/005	TIFFANIE JO ETHERIDGE SANO	EOG RESOURCES INC	LEON	1610	375	7/22/2014	56 351
0185798/006	PHYLLIS FALTESEK	EOG RESOURCES INC	LEON	1610	377	7/22/2014	56 351
0185798/007	HALLIE SUNSINGER	EOG RESOURCES INC	LEON	1610	379	7/22/2014	56 351
0185798/008	CAROL ANN BATSON SMITH	EOG RESOURCES INC	LEON	1610	381	7/22/2014	56 351
0185798/009	BILLIE CONWAY	EOG RESOURCES INC	LEON	1611	162	7/22/2014	56 351
0185798/010	ANDREW PURVIS JR	EOG RESOURCES INC	LEON	1610	390	7/22/2014	56 351
0185798/011	NANCY JEAN ETHERIDGE CASSIDY	EOG RESOURCES INC	LEON	1610	414	7/22/2014	56 351
0185798/012	TERESA J ETHERIDGE WESTMORELAND	EOG RESOURCES INC	LEON	1610	416	7/22/2014	56 351
0185798/013	SHERRY GENE ETHERIDGE MARTI	EOG RESOURCES INC	LEON	1610	418	7/22/2014	56 351
0185798/014	TERESA COLLEEN WEEKS	EOG RESOURCES INC	LEON	1612	25	7/22/2014	56 351
0185798/015	MAVIS M OUTLAW	EOG RESOURCES INC	LEON	1618	803	10/14/2014	56 351
0185798/016	BILLIE SUE CHAMBERS	EOG RESOURCES INC	LEON	1618	799	10/29/2014	56 351
0185798/017	ROBERT WILLIAM BRUCE	EOG RESOURCES INC	LEON	1618	823	10/22/2014	56 351
0185799/001	ROY F CLARK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	296	7/20/2009	129 75
0185801/001	DOUGLAS HOLLOMAN	MEAGHER OIL & GAS PROPERTIES INC	LEON	1281	791	7/27/2006	125 37
0185801/002	EARL U HOLLOMAN	MEAGHER OIL & GAS PROPERTIES INC	LEON	1281	797	7/27/2006	125 37
0185802/001	W A BILSING ET UX	EAST TEXAS OIL & GAS LLC	LEON	1563	531	4/18/2013	682 44
0185803/000	PATTY C MILBY	EAST TEXAS OIL & GAS LLC	MADISON	982	151	6/25/2009	26 04
0185804/000	JO ANN REICHERT	EAST TEXAS OIL & GAS LLC	LEON	1406	506	7/11/2009	82 127
0185808/000	GLADYS LUCILLE BATSON ESTATE	EAST TEXAS OIL & GAS LLC	LEON	1406	509	7/14/2009	50

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0185809/000	JULIA P MALKEY	EAST TEXAS OIL & GAS LLC	MADISON	987	279	7/22/2009	65.7
0185810/001	WAYNE J SMITH ET UX	MEAGHER OIL & GAS PROPERTIES INC	LEON	1300	14	8/24/2006	545.742
0185810/003	EARL B LANDRY JR ET UX	EAST TEXAS OIL & GAS LLC	LEON	1514	743	3/28/2012	9.871
0185810/004	TED A BANIK ET UX	EAST TEXAS OIL & GAS LLC	LEON	1497	348	11/14/2011	50
0185810/005	TODD H WHITESELL ET UX	MEAGHER OIL & GAS PROPERTIES INC	LEON	1293	203	7/25/2006	30.44
0185810/007	STACEY LANDRY ET VIR	EAST TEXAS OIL & GAS LLC	LEON	1514	737	3/28/2012	9.869
0185810/008	SHELLY K LANDRY	EAST TEXAS OIL & GAS LLC	LEON	1514	740	3/28/2012	9.869
0185812/000	CLEVE P BATSON JR	EAST TEXAS OIL & GAS LLC	MADISON	987	292	7/23/2009	144.4
0185814/000	LUEL LEWIS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	181	8/14/2009	119.6
0185815/001	W A BILSING ET UX	EAST TEXAS OIL & GAS LLC	LEON	1568	579	6/27/2013	25
0185816/001	AUBRIE E MCCOLLUM JR	EAST TEXAS OIL & GAS LLC	LEON	1423	517	12/15/2009	123.34
0185816/002	MARGARET WOYCHESIN	EAST TEXAS OIL & GAS LLC	LEON	1423	484	12/15/2009	123.34
0185816/003	DORIS LYNELL WOODERSON	EAST TEXAS OIL & GAS LLC	LEON	1423	487	12/15/2009	123.34
0185816/004	TRACY PARNELL	EAST TEXAS OIL & GAS LLC	LEON	1423	508	12/27/2009	125
0185816/005	SANDRA POKLUDA	EAST TEXAS OIL & GAS LLC	LEON	1423	505	12/15/2009	123.34
0185816/006	REGINALD WHEARLEY JR	EAST TEXAS OIL & GAS LLC	LEON	1423	490	12/15/2009	123.34
0185816/007	SHARON RENFRO	EAST TEXAS OIL & GAS LLC	LEON	1423	502	12/15/2009	123.34
0185816/008	DANNY W MITCHELL	EAST TEXAS OIL & GAS LLC	LEON	1431	670	1/18/2010	125
0185816/009	NOEL W MITCHELL	EAST TEXAS OIL & GAS LLC	LEON	1431	676	3/2/2010	125
0185816/010	TROY N MITCHELL	EAST TEXAS OIL & GAS LLC	LEON	1431	673	3/2/2010	125
0185816/011	JAMIE E MITCHELL	EAST TEXAS OIL & GAS LLC	LEON	1431	688	3/2/2010	125
0185816/012	FELICIA S LANGLOIS	EAST TEXAS OIL & GAS LLC	LEON	1431	685	3/1/2010	125
0185816/013	THOMAS R SCOTT	EAST TEXAS OIL & GAS LLC	LEON	1431	679	3/1/2010	125
0185816/014	PATTI S GABEL	EAST TEXAS OIL & GAS LLC	LEON	1431	691	3/1/2010	125
0185816/015	LAURA J HOFFMAN	EAST TEXAS OIL & GAS LLC	LEON	1431	682	3/1/2010	125
0185818/001	CHARLES E BARRINGTON ET UX	EAST TEXAS OIL & GAS LLC	LEON	1412	561	8/4/2009	72
0185819/001	BARBARA TARPLEY DOCKENS	EAST TEXAS OIL & GAS LLC	LEON	1505	347	12/22/2011	119
0185819/002	ILA RUTH MURFF	EAST TEXAS OIL & GAS LLC	LEON	1505	341	12/13/2011	119
0185819/003	ELAINE TARPLEY	EAST TEXAS OIL & GAS LLC	LEON	1505	353	11/21/2011	119
0185819/004	LAURIE STRUCK SHARP	EAST TEXAS OIL & GAS LLC	LEON	1505	350	11/21/2011	119
0185819/005	BILLY W STRUCK	EAST TEXAS OIL & GAS LLC	LEON	1514	749	11/21/2011	119
0185819/006	CARRIE STRUCK WHITE	EAST TEXAS OIL & GAS LLC	LEON	1505	344	12/28/2011	119
0185821/001	BRENDA BAILEY ET AL	EAST TEXAS OIL & GAS LLC	LEON	1408	198	7/1/2009	47.074
0185821/002	LINDA SANDEL DOUGHERTY	EAST TEXAS OIL & GAS LLC	LEON	1408	195	6/29/2009	14.118
0185821/003	JAMES GORDON HUGGINS TRUST	EAST TEXAS OIL & GAS LLC	LEON	1408	210	7/7/2009	14.118
0185821/004	BETTY JANE WEELDON	EAST TEXAS OIL & GAS LLC	LEON	1408	192	6/18/2009	14.118
0185822/001	GEORGIA MARIE CHAMBLESS	EAST TEXAS OIL & GAS LLC	LEON	1505	359	11/21/2011	34.933
0185823/001	BILLY JACK HOLLIS	EAST TEXAS OIL & GAS LLC	LEON	1415	512	9/24/2009	90
0185823/002	ANN HOLLIS HANKLA	EAST TEXAS OIL & GAS LLC	LEON	1412	556	9/18/2009	209
0185823/003	BILLIE J HOLLIS	EAST TEXAS OIL & GAS LLC	LEON	1415	507	10/2/2009	90
0185825/001	BILLIE PAYNE PATTERSON	EAST TEXAS OIL & GAS LLC	LEON	1412	567	8/27/2009	111.47

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0185827/001	SUSAN STEEN ROAN	EAST TEXAS OIL & GAS LLC	LEON	1423	499	11/20/2009	78 19
0185827/002	GLENN ALLEN STEEN	EAST TEXAS OIL & GAS LLC	LEON	1423	493	11/20/2009	80
0185827/003	JAMES ORVILLE STEEN	EAST TEXAS OIL & GAS LLC	LEON	1423	496	11/20/2009	80
0185831/001	ROSE G LAFORGE DECLARATION OF TRUST	EAST TEXAS OIL & GAS LLC	LEON	1423	520	11/12/2009	40 413
0185839/001	PAMELA K BATSON ROGERS ET VIR	BASIN ET ENERGY LLC	MADISON	1007	233	6/18/2009	81
0185839/002	KENNETH LAYNE BATSON ET UX	BASIN ET ENERGY LLC	MADISON	1007	227	6/18/2009	81
0185840/001	CAROLYN L LOCHTE FRERKING ET VIR	EAST TEXAS OIL & GAS LLC	MADISON	1007	93	11/6/2009	41 205
0185840/002	ZACH CROW ET UX	EAST TEXAS OIL & GAS LLC	MADISON	993	1	6/18/2009	41 205
0185844/000	DORIS MARIE HINES ET AL	EAST TEXAS OIL & GAS LLC	MADISON	992	340	9/11/2009	33 56
0185874/000	EARL W STONE ET UX	BASIN ET ENERGY LLC	MADISON	1007	184	8/10/2009	19 8
0185896/001	ARTHUR E MENVILLE	EOG RESOURCES INC	LEON	1595	777	4/1/2014	16 376
0185896/002	DOUGLAS STANDLEY BAUGH	EOG RESOURCES INC	LEON	1608	72	7/17/2014	30 376
0185896/003	KENNETH M STANDLEY	EOG RESOURCES INC	LEON	1608	92	7/14/2014	30 376
0185896/004	BELYNDA BAUGH WILSON	EOG RESOURCES INC	LEON	1608	96	7/17/2014	30 376
0185896/005	MARY JO EMIG ADAMS ET AL	EOG RESOURCES INC	LEON	1617	18	9/15/2014	30 376
0185897/000	SAMUEL T POWERS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1007	111	10/31/2009	9 99
0185898/001	SAMUEL M PADGETT ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1007	89	11/10/2009	18 592
0185899/000	MARGIE BRISENDINE	EAST TEXAS OIL & GAS LLC	MADISON	1003	59	11/3/2009	28
0185900/001	JAMES ORRICK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1003	102	11/10/2009	20 68
0185900/002	ELSIE BAILES	EAST TEXAS OIL & GAS LLC	MADISON	1003	94	11/11/2009	15 73
0185900/003	ROBERT STEPHENSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	98	11/16/2009	15 73
0185900/004	MARTHA R PEARSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	90	11/16/2009	15 73
0185900/005	KENNETH STEPHENSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	86	11/16/2009	15 73
0185900/006	DONALD PEEK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1004	150	11/10/2009	20 68
0185900/007	SYLVIA J BAILES	EAST TEXAS OIL & GAS LLC	MADISON	1003	106	11/16/2009	15 73
0185903/000	CHARLES BATSON	EAST TEXAS OIL & GAS LLC	MADISON	997	145	10/17/2009	25 264
0185948/001	JAMES M BUCEK	EOG RESOURCES INC	LEON	1595	779	4/20/2014	1003 327
0185948/002	JOHNNIE SUE BUCEK ET VIR	EOG RESOURCES INC	LEON	1595	763	4/20/2014	1003 327
0185948/003	CARRIE JETT QUINN ET AL	EOG RESOURCES INC	LEON	1595	802	4/20/2014	1003 327
0185948/004	MARY LOU DAWKINS ET AL	EOG RESOURCES INC	LEON	1595	804	4/20/2014	1003 327
0185948/005	MARGARET FAYE JETT ET VIR	EOG RESOURCES INC	LEON	1595	792	4/20/2014	1003 327
0185964/001	ARNOLD JOYCE COLE ET UX	BASIN ET ENERGY LLC	LEON	1422	770	7/30/2009	63 901
0185965/001	LINDA NORTHCUTT ET AL	EOG RESOURCES INC	MADISON	1330	201	2/26/2014	147 95
0185965/002	WALTER T NORTHCUTT ESTATE	EOG RESOURCES INC	MADISON	1384	61	10/1/2014	147 95
0185965/003	BONNIE JEAN PARKS	EOG RESOURCES INC	MADISON	1384	59	9/18/2014	147 95
0185974/000	RICHARD B REICHERT	EAST TEXAS OIL & GAS LLC	LEON	1412	564	8/20/2009	8
0185977/000	MARGARET ANN DAVID	EAST TEXAS OIL & GAS LLC	MADISON	992	286	9/29/2009	12 5
0185978/000	TIMOTHY D TARNOWSKI	EAST TEXAS OIL & GAS LLC	MADISON	992	282	9/29/2009	12 5
0185981/000	GLENDA WYATT	EAST TEXAS OIL & GAS LLC	MADISON	997	127	10/17/2009	25 264
0185983/000	MELVIN BATSON	EAST TEXAS OIL & GAS LLC	MADISON	997	133	10/17/2009	25 264
0185987/000	KENNETH G MARTIN ET UX	EAST TEXAS OIL & GAS LLC	LEON	1568	576	6/28/2013	16 34
0185998/001	JOHNNIE FAYE CANNON	BASIN ET ENERGY LLC	LEON	1422	760	6/30/2009	30 6

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0185998/002	SIDNEY D SCHNEIDER	BASIN ET ENERGY LLC	LEON	1422	822	6/30/2009	62 674
0185998/003	BILLIE CARTER CORNELISON	BASIN ET ENERGY LLC	LEON	1426	512	6/22/2009	26 774
0185998/004	JOE REED CARTER	BASIN ET ENERGY LLC	LEON	1422	765	6/22/2009	54 73
0185998/005	CARL I FUHRMANN JR	EOG RESOURCES INC	LEON	1599	878	5/21/2014	50
0185998/006	CHARLES J FUHRMANN II	EOG RESOURCES INC	LEON	1599	884	5/21/2014	50
0185998/007	RICHARD R FUHRMANN	EOG RESOURCES INC	LEON	1603	471	5/21/2014	50
0185998/008	GOODMAN FAMILY TRUST	EOG RESOURCES INC	LEON	1606	287	7/10/2014	50
0185998/009	JOAN DIXON SCLATER	EOG RESOURCES INC	LEON	1608	84	7/15/2014	50
0185998/010	DEBRA NEWMAN PETTY	EOG RESOURCES INC	LEON	1612	919	5/21/2014	50
0185998/011	ALBERT BOWEN BENNETT	EOG RESOURCES INC	LEON	1618	793	10/22/2014	10
0185999/001	ROYCE G SHAW	BASIN ET ENERGY LLC	LEON	1422	828	6/30/2009	48 076
0186004/005	JERRY K SHANNON ET UX	EOG RESOURCES INC	MADISON	1440	290	4/16/2015	121 343
0186004/006	SHANNON FAMILY RANCH LP	EOG RESOURCES INC	MADISON	1440	279	4/16/2015	74 53
0186006/001	WALTER H MARCHBANKS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	76	7/8/2009	53 266
0186006/002	BECKY LOU NEEF DAVIDSON	EOG RESOURCES INC	MADISON	1384	63	5/27/2014	3 86
0186009/002	AYLEEN ARMSTRONG BURDEN	EAST TEXAS OIL & GAS LLC	MADISON	985	60	7/9/2009	154 03
0186009/004	LINDA K JACKSON 2011 TRUST	EOG RESOURCES INC	MADISON	1369	185	8/28/2014	452 76
0186011/001	PAMELA K BATSON ROGERS ET VIR	BASIN ET ENERGY LLC	LEON	1422	754	6/18/2009	100 8
0186011/002	KENNETH LAYNE BATSON ET UX	BASIN ET ENERGY LLC	LEON	1422	748	6/18/2009	100 8
0186070/001	JOSEY OIL COMPANY LTD	EAST TEXAS OIL & GAS LLC	MADISON	1274	59	6/14/2013	292 4
0186070/002	LMJCO INC	EAST TEXAS OIL & GAS LLC	MADISON	1274	57	6/14/2013	292 4
0186070/003	RAJ ENERGY INC	EAST TEXAS OIL & GAS LLC	MADISON	1282	239	6/14/2013	292 4
0186070/004	JOY RESOURCES INC	EAST TEXAS OIL & GAS LLC	MADISON	1282	238	6/14/2013	292 4
0186070/005	CYNTHIA STRAUCH	EAST TEXAS OIL & GAS LLC	MADISON	1007	115	1/18/2010	292 4
0186070/006	JULIE ANN SMITH	EAST TEXAS OIL & GAS LLC	MADISON	1007	100	1/18/2010	292 4
0186070/007	HOUSTON OIL WELL SERVICE INC	EAST TEXAS OIL & GAS LLC	MADISON	1003	38	10/24/2009	292 4
0186070/008	KEVIN HARBERSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	51	10/25/2009	292 4
0186070/009	JACK SPEED	EAST TEXAS OIL & GAS LLC	MADISON	1003	47	10/25/2009	292 4
0186070/010	JULIE ANN LITTLE	EAST TEXAS OIL & GAS LLC	MADISON	1003	55	10/25/2009	292 4
0186087/001	THOMAS JACK KEEFER	EAST TEXAS OIL & GAS LLC	MADISON	987	187	7/28/2009	34 666
0186087/002	RONNIE DALE RANTON ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	171	8/7/2009	34 666
0186088/000	BILLY JOE ADAMS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	175	7/30/2009	62 5
0186094/000	SHERRY CHANCE	BASIN ET ENERGY LLC	LEON	1422	838	8/10/2009	9
0186103/001	DIANE B FALLWELL	EOG RESOURCES INC	LEON	1597	650	4/28/2014	68 64
0186152/001	DONALD L DOBBS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	993	5	8/25/2009	37 52
0186152/002	ROY G ROSS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	992	323	9/25/2009	37 52
0186155/001	PERCY LOUIS WESTMORELAND III	BASIN ET ENERGY LLC	LEON	1422	806	9/5/2009	170 215
0186155/002	CAROLE WESTMORELAND MARTIN	BASIN ET ENERGY LLC	LEON	1422	800	9/5/2009	170 215
0186179/001	RICKY CARL BLEDSOE	EOG RESOURCES INC	MADISON	1359	186	4/28/2014	24 28
0186179/002	DEBRA SUSAN SPICER	EOG RESOURCES INC	MADISON	1333	211	4/28/2014	24 28
0186179/003	KENNY RAY BLEDSOE	EOG RESOURCES INC	MADISON	1333	213	5/6/2014	36 42

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0186179/004	JEFFERY LEE BLEDSOE	EOG RESOURCES INC	MADISON	1339	65	4/28/2014	24.28
0186187/001	LESLIE RAY	EAST TEXAS OIL & GAS LLC	MADISON	992	290	9/28/2009	254.539
0186187/002	LUEL LEWIS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	163	8/5/2009	254.539
0186187/003	DEAN LEWIS ET AL	EAST TEXAS OIL & GAS LLC	MADISON	987	167	8/5/2009	254.539
0186187/005	DENNIS LESTER MOEHR	EOG RESOURCES INC	MADISON	1362	316	8/12/2014	254.539
0186188/001	DANNY W KELLEY	EAST TEXAS OIL & GAS LLC	MADISON	997	95	9/30/2009	25
0186188/002	VIRGLE DAVID KELLEY III	EAST TEXAS OIL & GAS LLC	MADISON	997	103	9/30/2009	25
0186232/001	MARY ANN FANNETTE	EAST TEXAS OIL & GAS LLC	MADISON	997	120	10/7/2009	89.5
0186235/001	FIRST UNITED PENTECOSTAL CHURCH	BASIN ET ENERGY LLC	LEON	1422	812	9/27/2009	40.413
0186235/002	MARK MANNING	BASIN ET ENERGY LLC	LEON	1422	817	9/27/2009	40.413
0186236/001	CAROLE WESTMORELAND MARTIN	BASIN ET ENERGY LLC	LEON	1426	531	2/5/2010	100
0186236/002	PERCY LOUIS WESTMORELAND III	BASIN ET ENERGY LLC	LEON	1426	519	2/5/2010	50
0186245/001	1992 MARK ROBISON LIVESAY FAMILY TRUST	EOG RESOURCES INC	MADISON	1351	292	5/13/2014	886.64
0186245/002	1992 JAMES JINKINS LIVESAY FAMILY TRUST	EOG RESOURCES INC	MADISON	1351	294	5/13/2014	886.64
0186245/003	1992 WILLIAM R LIVESAY JR FAMILY TRUST	EOG RESOURCES INC	MADISON	1342	22	5/13/2014	886.64
0186245/004	J BAR L JINKINS RANCH LTD	EOG RESOURCES INC	MADISON	1342	27	5/13/2014	886.64
0186245/005	WILEY J JINKINS III	EOG RESOURCES INC	MADISON	1356	27	11/23/2014	755.14
0186246/001	1992 WILLIAM R LIVESAY JR FAMILY TRUST	EOG RESOURCES INC	LEON	1601	44	5/13/2014	942.7
0186246/002	1992 JAMES JINKINS LIVESAY FAMILY TRUST	EOG RESOURCES INC	LEON	1604	608	5/13/2014	942.7
0186246/003	1992 MARK ROBISON LIVESAY FAMILY TRUST	EOG RESOURCES INC	LEON	1601	42	5/13/2014	942.7
0186246/004	J BAR L-JINKINS RANCH LTD	EOG RESOURCES INC	LEON	1604	610	5/13/2014	942.7
0186246/005	WILEY J JINKINS III	EOG RESOURCES INC	LEON	1606	306	11/23/2014	942.7
0186287/001	TRAVIS DARRELL LEE	EOG RESOURCES INC	MADISON	1339	67	4/29/2014	53.492
0186287/002	GEORGE A SCOTT	EOG RESOURCES INC	MADISON	1372	274	8/20/2014	53.492
0186287/003	FRANKLIN D SCOTT	EOG RESOURCES INC	MADISON	1372	276	8/20/2014	53.492
0186291/001	PHILIP STANLEY WILLIAMS	EOG RESOURCES INC	LEON	1599	860	5/12/2014	111.27
0186291/002	CARLTON LEE WILLIAMS	EOG RESOURCES INC	LEON	1601	50	5/12/2014	111.27
0186301/001	FRANK WEATHERED	EOG RESOURCES INC	LEON	1599	882	4/24/2014	150
0186301/002	BEVERLY WEATHERED	EOG RESOURCES INC	LEON	1599	347	4/24/2014	150
0186301/003	PAMELA H DAILEY	EOG RESOURCES INC	LEON	1601	38	4/24/2014	150
0186301/004	ANNE MURRAY SEASE	EOG RESOURCES INC	LEON	1601	48	4/24/2014	150
0186302/001	WALTER WAYNE STEWART ET UX	EOG RESOURCES INC	LEON	1599	880	4/30/2014	53.44
0186302/002	JAMES BARRY STEWART ET UX	EOG RESOURCES INC	LEON	1601	58	4/30/2014	53.44
0186391/001	ANITA INEZ HEATH KNOUSE	EOG RESOURCES INC	LEON	1601	60	5/27/2014	1
0186391/002	SUSAN A HEATH	EOG RESOURCES INC	LEON	1601	52	5/27/2014	1
0186391/003	KAY H HEATH	EOG RESOURCES INC	LEON	1603	467	5/27/2014	1
0186391/004	GUY HILL HEATH	EOG RESOURCES INC	LEON	1603	469	6/11/2014	1
0186391/005	BARBARA ANITA HEATH	EOG RESOURCES INC	LEON	1610	394	5/27/2014	1
0186396/001	FRANCES A WALKER	EOG RESOURCES INC	LEON	1601	36	6/6/2014	20.37

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0186396/002	SUSAN E MCMILLIAN	EOG RESOURCES INC	LEON	1601	759	6/6/2014	20 37
0186403/000	MARTHA MOORE	EOG RESOURCES INC	MADISON	1342	35	6/4/2014	21 44
0186406/000	MARY YVONNE HUFFHINES ET VIR	EOG RESOURCES INC	LEON	1601	56	5/27/2014	57 5
0186461/000	JCC INVESTMENTS LTD	EOG RESOURCES INC	LEON	1603	460	6/20/2014	167 3
0186462/001	TONY S BOYKIN	EOG RESOURCES INC	LEON	1603	740	5/7/2014	740 79
0186462/002	TYSON HENSON	EOG RESOURCES INC	LEON	1603	748	5/7/2014	740 79
0186462/003	VONDA CRAVEY ET VIR	EOG RESOURCES INC	LEON	1603	746	5/7/2014	740 79
0186462/004	M & M RANCHES LLC	EOG RESOURCES INC	LEON	1603	744	5/7/2014	740 79
0186462/005	LISA TAYLOR	EOG RESOURCES INC	LEON	1603	750	5/7/2014	740 79
0186462/006	MATTHEW TORNO	EOG RESOURCES INC	LEON	1603	758	5/7/2014	740 79
0186462/007	GLENN JONES ET UX	EOG RESOURCES INC	LEON	1603	760	5/7/2014	740 79
0186462/008	JAMES DAVID WILSON IND EXECUTOR	EOG RESOURCES INC	LEON	1603	754	5/7/2014	740 79
0186462/009	BETTY JEAN TORNO	EOG RESOURCES INC	LEON	1603	752	5/7/2014	740 79
0186462/010	STEVE TORNO ET UX	EOG RESOURCES INC	LEON	1603	756	5/7/2014	740 79
0186462/011	REBECCA MATTHEWS	EOG RESOURCES INC	LEON	1603	742	5/7/2014	740 79
0186462/012	TAMARA WATSON	EOG RESOURCES INC	LEON	1603	762	5/7/2014	740 79
0186465/001	BETTY ANN LEWIS	EOG RESOURCES INC	MADISON	1348	254	5/27/2014	0 41
0186465/002	MAMIE E ELMENDORF	EOG RESOURCES INC	MADISON	1348	256	5/27/2014	0 41
0186465/003	CLARENCE SCHEIDEMANTEL JR	EOG RESOURCES INC	MADISON	1348	258	5/27/2014	0 41
0186466/000	JEREMY WILLIAM BENNETT ET UX	EOG RESOURCES INC	MADISON	1348	252	6/17/2014	21 146
0186473/001	MAY COOK TISDALE	EOG RESOURCES INC	LEON	1603	189	6/4/2014	94 97
0186473/002	SUZANNE MOL ST CLAIR	EOG RESOURCES INC	LEON	1654	604	7/11/2014	94 97
0186473/003	JAN C MOL	EOG RESOURCES INC	LEON	1654	606	7/2/2014	94 97
0186473/004	JON R MOL	EOG RESOURCES INC	LEON	1654	608	7/9/2014	94 97
0186473/005	DERRON N LAYMAN	EOG RESOURCES INC	LEON	1654	610	7/15/2014	94 97
0186473/006	BRENDA GAIL GILMORE	EOG RESOURCES INC	LEON	1654	612	7/6/2014	94 97
0186473/007	MERRILL G MOSER	EOG RESOURCES INC	LEON	1654	614	7/15/2014	94 97
0186530/001	LYNDA MINTER	EOG RESOURCES INC	LEON	1603	473	6/6/2014	59 24
0186536/000	SHERRIE G SHIRLEY	EOG RESOURCES INC	MADISON	1354	178	6/30/2014	104 664
0186562/001	MAY COOK TISDALE	EOG RESOURCES INC	LEON	1654	652	6/30/2014	646 401
0186562/002	FRANCES TISDALE FRENZEL	EOG RESOURCES INC	LEON	1654	654	6/30/2014	646 401
0186571/001	LYNDA ANNE MOHR	EOG RESOURCES INC	LEON	1604	614	6/11/2014	50
0186571/002	CARYE LOU DOWELL	EOG RESOURCES INC	LEON	1605	45	6/11/2014	50
0186571/003	MARY CHISHOLM GALLE	EOG RESOURCES INC	LEON	1605	41	6/24/2014	50
0186571/004	PHYLLIS ANNE BARKER	EOG RESOURCES INC	LEON	1605	47	6/11/2014	50
0186571/005	ROBERT ADDIE BARKER JR	EOG RESOURCES INC	LEON	1605	43	6/11/2014	50
0186571/006	ELM PETROLEUM LLC	EOG RESOURCES INC	LEON	1609	205	7/22/2014	50
0186571/007	KAY LYNN HAWTHORN	EOG RESOURCES INC	LEON	1610	368	7/22/2014	50
0186572/001	RYAN HIGHTOWER	EOG RESOURCES INC	LEON	1609	373	6/20/2014	485 909
0186572/002	GOREE OIL & GAS LLC	EOG RESOURCES INC	LEON	1609	375	6/20/2014	485 909
0186572/003	SMOKER ENERGY LLC	EOG RESOURCES INC	LEON	1609	379	6/20/2014	485 909
0186572/004	OAK VALLEY MINERAL AND LAND LP	EOG RESOURCES INC	LEON	1609	377	6/20/2014	485 909

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0186572/005	WILLIAM HIGHTOWER ET UX	EOG RESOURCES INC	LEON	1609	383	6/20/2014	485 909
0186572/006	DALTON H COBB JR ET UX	EOG RESOURCES INC	LEON	1609	385	6/20/2014	485 909
0186572/007	TEMA FUND I LP	EOG RESOURCES INC	LEON	1609	381	6/20/2014	288 869
0186572/008	J HIRAM MOORE LTD	EOG RESOURCES INC	LEON	1609	371	6/20/2014	485 909
0186572/009	LAZY BACKWARDS S LTD	EOG RESOURCES INC	LEON	1609	369	6/20/2014	485 909
0186576/001	TEMA FUND I LP	EOG RESOURCES INC	ROBERTSON	1243	471	6/20/2014	110
0186640/001	BRENDA GREEN	EOG RESOURCES INC	LEON	1605	39	6/17/2014	34 84
0186640/002	JAMES HENRY GODWIN JR	EOG RESOURCES INC	LEON	1606	296	6/17/2014	139 36
0186640/003	MICHAEL FREDERICK CARRINGTON	EOG RESOURCES INC	LEON	1606	294	6/17/2014	139 36
0186640/004	ROSEMARY CARRINGTON CHADWELL	EOG RESOURCES INC	LEON	1606	298	6/17/2014	139 36
0186640/005	DALE FRANK CARRINGTON	EOG RESOURCES INC	LEON	1606	300	6/17/2014	139 36
0186640/006	DAVID BEENE CARRINGTON	EOG RESOURCES INC	LEON	1606	302	6/17/2014	139 36
0186642/001	KAY LYNN MAYER DAWES	EOG RESOURCES INC	LEON	1605	37	6/24/2014	113 11
0186642/002	KAREN LEA MAYER	EOG RESOURCES INC	LEON	1605	35	6/24/2014	113 11
0186694/001	DENNIS E LEWIS	EOG RESOURCES INC	LEON	1606	292	7/16/2014	74 06
0186703/001	WILLIAM LEE HANKLA	EOG RESOURCES INC	LEON	1606	522	6/26/2014	100 5
0186703/002	LAURA HANKLA JOHNSTON	EOG RESOURCES INC	LEON	1606	524	6/26/2014	100 5
0186703/003	NANCY HANKLA SATTERFIELD	EOG RESOURCES INC	LEON	1606	526	6/26/2014	100 5
0186703/004	JAMES WALTER HANKLA	EOG RESOURCES INC	LEON	1606	520	6/26/2014	100 5
0186712/001	DENE' RAINWATER SWEARINGEN	EOG RESOURCES INC	LEON	1654	616	6/28/2014	292 969
0186716/001	PATRICE DIANE PERRY COLE	EOG RESOURCES INC	MADISON	1356	25	7/9/2014	52 999
0186716/002	CAROLYN ELAINE PERRY SHILLINGS	EOG RESOURCES INC	MADISON	1356	29	7/9/2014	52 999
0186716/003	WAYNE RHEA PERRY ET AL	EOG RESOURCES INC	MADISON	1369	175	7/9/2014	52 999
0186724/001	NICKELSON FAMILY PARTNERSHIP	EOG RESOURCES INC	LEON	1606	304	7/16/2014	66 49
0186724/002	RANZELL NICKELSON II	EOG RESOURCES INC	LEON	1608	76	7/22/2014	66 49
0186724/003	NOVA NICKELSON BEDINGER HANKINS	EOG RESOURCES INC	LEON	1608	88	7/22/2014	66 49
0186724/004	ROBERT JEFF NICKELSON	EOG RESOURCES INC	LEON	1608	90	7/24/2014	66 49
0186724/005	ELNA JO NICKELSON BENNETT	EOG RESOURCES INC	LEON	1608	98	7/24/2014	66 49
0186724/006	TINA BROOKE STEGALL ELY	EOG RESOURCES INC	LEON	1608	100	7/25/2014	66 49
0186724/007	LESLIE ANN HARRIS	EOG RESOURCES INC	LEON	1608	106	7/25/2014	66 49
0186724/008	BINA JO STEGALL ET AL	EOG RESOURCES INC	LEON	1609	213	7/28/2014	66 49
0186724/009	MICHAEL DAVID REAGAN	EOG RESOURCES INC	LEON	1609	226	7/25/2014	66 49
0186724/010	ZORA ANGELIE NICKELSON KERELUK	EOG RESOURCES INC	LEON	1610	392	7/25/2014	66 49
0186724/011	KATHRYN NICKELSON BRIMHALL	EOG RESOURCES INC	LEON	1610	406	7/22/2014	66 49
0186724/012	TERESA ANN STEGALL MARTIN	EOG RESOURCES INC	LEON	1611	920	7/25/2014	66 49
0186725/001	PERRY MIZELL	EOG RESOURCES INC	MADISON	1356	31	7/18/2014	296 97
0186735/001	CLINT D MCREE ET UX	EOG RESOURCES INC	LEON	1603	160	6/22/2014	15 797
0186736/001	DARRELL HALL	EOG RESOURCES INC	MADISON	1359	184	7/22/2014	79 35
0186736/002	5G INC	EOG RESOURCES INC	MADISON	1359	182	7/22/2014	79 35
0186737/000	WILMA GILBERT FITE	EOG RESOURCES INC	LEON	1608	74	7/16/2014	2
0186743/001	DORIS MARIE HINES	EOG RESOURCES INC	MADISON	1359	178	7/28/2014	31 31

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0186743/002	LYNN MCLAREN	EOG RESOURCES INC	MADISON	1362	266	7/31/2014	31.31
0186743/003	LISA MCLAREN CURTIS	EOG RESOURCES INC	MADISON	1362	264	7/31/2014	31.31
0186743/004	MICHAEL MCLAREN	EOG RESOURCES INC	MADISON	1364	334	7/31/2014	31.31
0186743/005	DOROTHY JUNE JENKINS IRREVOCABLE TRUST	EOG RESOURCES INC	MADISON	1364	332	7/25/2014	31.31
0186743/006	JAMES RICHARD BERRY	EOG RESOURCES INC	MADISON	1364	342	7/29/2014	31.31
0186743/007	KENNETH RAY BLEDSOE	EOG RESOURCES INC	MADISON	1369	200	7/29/2014	31.31
0186743/008	BEVERLY ANN BLEDSOE KEEPER ET AL	EOG RESOURCES INC	MADISON	1372	284	7/28/2014	31.31
0186743/009	GAIL HAMILTON WILLIAMS	EOG RESOURCES INC	MADISON	1377	289	9/8/2014	31.31
0186743/010	ROBERT E MCLAREN III	EOG RESOURCES INC	MADISON	1377	297	7/31/2014	31.31
0186753/001	ROBERT B MILLER	EOG RESOURCES INC	LEON	1608	94	7/14/2014	1833
0186755/000	ST TX MF116858	EOG RESOURCES INC	LEON	1624	500	9/9/2014	2.67
0186761/000	BOBBIE J WATTS	EOG RESOURCES INC	LEON	1608	104	7/30/2014	10.47
0186765/001	RICHARD A LEWIS ET UX	EOG RESOURCES INC	LEON	1608	108	7/16/2014	44.43
0186772/000	WEALTHY CEMETERY	EOG RESOURCES INC	LEON	1609	216	7/21/2014	1.723
0186777/000	PAUL M PAYNE ET UX	EOG RESOURCES INC	LEON	1609	218	7/29/2014	61
0186778/001	SHERMAN G PERRY	EOG RESOURCES INC	LEON	1654	618	8/3/2014	66.5
0186778/002	TERENCE PERRY	EOG RESOURCES INC	LEON	1654	620	8/3/2014	66.5
0186778/003	BIRDENE PERRY	EOG RESOURCES INC	LEON	1654	622	8/3/2014	66.5
0186778/004	SANDRA E KEETON	EOG RESOURCES INC	LEON	1654	624	10/3/2014	102
0186778/005	TONY B KEETON	EOG RESOURCES INC	LEON	1654	626	10/3/2014	102
0186778/006	VIRGIL KEETON JR	EOG RESOURCES INC	LEON	1654	628	10/3/2014	102
0186778/007	SONYA G MURPHY	EOG RESOURCES INC	LEON	1654	630	10/3/2014	102
0186778/008	ANDRE T KEETON	EOG RESOURCES INC	LEON	1654	632	10/3/2014	102
0186778/009	ARTINCE FORTSON	EOG RESOURCES INC	LEON	1654	634	7/9/2014	66.5
0186788/000	ST TX MF116936	EOG RESOURCES INC	MADISON	1412	312	10/7/2014	19.56
0186792/001	CHARLES R BLEDSOE	EOG RESOURCES INC	MADISON	1364	314	7/25/2014	100
0186792/002	DENESE BLEDSOE	EOG RESOURCES INC	MADISON	1364	338	7/21/2014	100
0186792/003	DORIS JEAN BLEDSOE NULL	EOG RESOURCES INC	MADISON	1364	336	7/23/2014	100
0186792/004	JUDY ELAINE BLEDSOE	EOG RESOURCES INC	MADISON	1369	177	8/25/2014	100
0186792/005	CALVIN NEAL BLEDSOE	EOG RESOURCES INC	MADISON	1369	202	8/21/2014	100
0186794/001	CHARLES A BARNES	EOG RESOURCES INC	LEON	1610	383	7/22/2014	50
0186812/001	QUIENCE WRIGHT	EOG RESOURCES INC	LEON	1654	636	7/29/2014	40
0186812/002	NADINE BELCHER	EOG RESOURCES INC	LEON	1654	638	7/29/2014	40
0186812/003	JESSIE LOICE BROWN	EOG RESOURCES INC	LEON	1654	640	7/29/2014	40
0186812/004	JERRY WALKER WHITIES	EOG RESOURCES INC	LEON	1654	650	7/28/2014	40
0186813/001	DONNA JEAN DONALSON	EOG RESOURCES INC	LEON	1654	642	8/19/2014	39.429
0186820/000	ST TX MF116938	EOG RESOURCES INC	LEON	1626	416	10/7/2014	1.5
0186821/001	BRIAN WILLIAM NOWLIN	EOG RESOURCES INC	LEON	1610	412	7/22/2014	220
0186821/002	JANET NOWLIN	EOG RESOURCES INC	LEON	1610	410	7/22/2014	220
0186821/003	JAMES R NOWLIN	EOG RESOURCES INC	LEON	1610	408	7/22/2014	220
0186821/004	NANCY NOWLIN KERR	EOG RESOURCES INC	LEON	1611	918	7/21/2014	220

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0186826/000	ST TX MF117003	EOG RESOURCES INC	LEON	1618	814	11/4/2014	1 27
0186828/001	CHARLES E HEATH	EOG RESOURCES INC	MADISON	1368	9	8/13/2014	159 272
0186828/002	WALTER C CLOPTON	EOG RESOURCES INC	MADISON	1372	278	9/4/2014	159 272
0186841/000	MARGIE BRISENDINE	EOG RESOURCES INC	MADISON	1369	192	8/25/2014	48 463
0186843/000	ST TX MF 117004	EOG RESOURCES INC	LEON	1618	825	11/4/2014	4 06
0186845/001	JOHN ARTHUR OUALLINE	EOG RESOURCES INC	LEON	1611	926	7/24/2014	50 35
0186845/002	STEVEN ELLIS OUALLINE	EOG RESOURCES INC	LEON	1611	928	8/11/2014	50 35
0186845/003	PATRICIA ALLEN	EOG RESOURCES INC	LEON	1618	797	10/22/2014	15 05
0186848/000	RONNIE HARRIS	EOG RESOURCES INC	MADISON	1369	204	9/15/2014	5
0186862/000	BILLY L REDMON INCOME TRUST	EOG RESOURCES INC	LEON	1612	927	9/11/2014	0 5
0186863/000	1979 JACKSON CHILDREN & GRANDCHILDREN TR	EOG RESOURCES INC	MADISON	1369	181	8/28/2014	154 89
0186868/001	DENNIS WIEGHAT ET UX	EOG RESOURCES INC	LEON	1612	925	9/11/2014	10
0186869/001	WILLIAM H WIEGHAT ET UX	EOG RESOURCES INC	LEON	1613	1	9/11/2014	52 92
0186871/001	PAMELA A COSTELLO	EOG RESOURCES INC	LEON	1654	644	10/27/2014	78 1
0186871/002	DIANA L ALLISON	EOG RESOURCES INC	LEON	1654	646	10/27/2014	78 1
0186871/003	DALE B PATTERSON	EOG RESOURCES INC	LEON	1654	648	10/27/2014	78 1
0187117/001	GARRISON GRAY AINSWORTH ET AL	EOG RESOURCES INC	LEON	1615	150	9/26/2014	380
0187117/002	DON RAY AINSWORTH ET AL	EOG RESOURCES INC	LEON	1616	927	9/26/2014	380
0187117/003	MARK HUTTON AINSWORTH	EOG RESOURCES INC	LEON	1617	3	9/26/2014	380
0187117/004	SPENCER JAMES AINSWORTH ET AL	EOG RESOURCES INC	LEON	1617	1	9/26/2014	380
0187126/001	MARIESSE OUALLINE SAMUELS	EOG RESOURCES INC	LEON	1615	131	8/25/2014	105 06
0187126/002	MARGARET OUALLINE HART	EOG RESOURCES INC	LEON	1617	5	8/27/2014	105 06
0187140/000	GIBBS BROTHERS & COMPANY LP	EOG RESOURCES INC	LEON	1616	925	9/30/2014	80
0400000/001	GIBBS BROTHERS & COMPANY LP	EOG RESOURCES INC	MADISON	1384	45	9/30/2014	62
0400013/000	EDNA LEE BROWN	EOG RESOURCES INC	MADISON	1384	65	10/8/2014	4 09
0400014/001	MARILYN MORGAN KELLOGG	EOG RESOURCES INC	LEON	1617	14	10/2/2014	10 07
0400025/000	BRUCE D WEAVER MINERAL TRUST	HAWKWOOD ENERGY EAST TEXAS LLC	MADISON	1370	105	9/22/2014	52 222
0400035/001	MARGARET VOISEL FORSTER	EOG RESOURCES INC	LEON	1623	388	11/17/2014	6 75
0400035/002	MARY SUSAN HAMMONS	EOG RESOURCES INC	LEON	1623	382	11/19/2014	6 75
0400035/003	DEBORA L ISAACSON	EOG RESOURCES INC	LEON	1623	384	11/19/2014	6 75
0400035/004	REBECCA L HUMPHREY	EOG RESOURCES INC	LEON	1623	386	11/19/2014	6 75
0400035/005	DIANE E AKEHURST	EOG RESOURCES INC	LEON	1623	390	11/19/2014	6 75
0400035/006	TRESSA A MUNTZ	EOG RESOURCES INC	LEON	1626	427	11/19/2014	6 75
0400052/001	DEBORA L ISAACSON	EOG RESOURCES INC	LEON	1626	431	12/10/2014	6 45
0400052/002	TRESSA A MUNTZ	EOG RESOURCES INC	LEON	1626	435	12/12/2014	6 45
0400052/003	MARGARET VOISEL FORSTER	EOG RESOURCES INC	LEON	1626	433	12/9/2014	6 45
0400052/004	MARY SUSAN HAMMONS	EOG RESOURCES INC	LEON	1626	437	12/10/2014	6 45
0400052/005	DIANE E AKEHURST	EOG RESOURCES INC	LEON	1635	788	12/12/2014	6 45
0400052/006	REBECCA L HUMPHREY	EOG RESOURCES INC	LEON	1635	790	12/10/2014	6 45
0400054/001	THOMAS DOYLE WARNER	EOG RESOURCES INC	LEON	1626	425	12/3/2014	6

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0177572/000	KIM D DAWSON	ISTROUMA RESOURCES INC	MADISON	1074	166	1/25/2011	29 283
0177625/001	TED A BANIK	ISTROUMA RESOURCES INC	LEON	1466	1	2/14/2011	50 511
0177625/002	BETTY JEAN GARCIA ET VIR	ISTROUMA RESOURCES INC	LEON	1468	891	2/14/2011	50 511
0177625/003	GUSTAVUS HOLDINGS LLC	EOG RESOURCES INC	LEON	1550	252	3/20/2013	50 511
0177667/001	KENNETH BERNARD BINGHAM ESTATE	ISTROUMA RESOURCES INC	MADISON	1074	169	2/18/2011	15 142
0177667/002	GARRY KENNETH BINGHAM	ISTROUMA RESOURCES INC	MADISON	1160	320	4/23/2012	15 142
0177667/003	JOHN NELSON BINGHAM	ISTROUMA RESOURCES INC	MADISON	1160	323	4/23/2012	15 142
0177667/004	JERRY WAYNE BINGHAM	ISTROUMA RESOURCES INC	MADISON	1160	326	4/23/2012	15 142
0177667/005	ANDREA MEAGAN BINGHAM CARREON	ISTROUMA RESOURCES INC	MADISON	1169	101	5/17/2012	15 142
0177667/006	RACHAEL MICHELLE BINGHAM	ISTROUMA RESOURCES INC	MADISON	1169	104	5/17/2012	15 142
0177667/007	LESLIE LINN PALMER BINGHAM	ISTROUMA RESOURCES INC	MADISON	1169	107	4/23/2012	15 142
0177667/008	GREGORY D ZOOK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1072	304	1/28/2011	15 142
0177798/001	ROBERT D MONTGOMERY	ISTROUMA RESOURCES INC	MADISON	1080	170	3/22/2011	29 326
0177799/001	JEANNE FORSTON	ISTROUMA RESOURCES INC	MADISON	1080	173	3/15/2011	3 596
0177799/002	MAYO PAUL CRUM JR	ISTROUMA RESOURCES INC	MADISON	1080	175	3/15/2011	3 595
0177799/003	CAROLYN C REED	ISTROUMA RESOURCES INC	MADISON	1080	177	3/15/2011	3 595
0177799/004	KATHERINE L PALMER	ISTROUMA RESOURCES INC	MADISON	1085	175	3/15/2011	3 595
0177799/006	WILLIAM ROBERT CRUM TRUST	ISTROUMA RESOURCES INC	MADISON	1087	272	3/15/2011	3 595
0177819/001	CHARLES B BEARD	ISTROUMA RESOURCES INC	MADISON	1080	188	3/17/2011	61 785
0177819/002	GARY MOORE	ISTROUMA RESOURCES INC	MADISON	1080	167	3/17/2011	61 785
0177819/003	CAROLYN MOORE LAWRENCE	ISTROUMA RESOURCES INC	MADISON	1080	185	3/17/2011	61 785
0177819/004	TALMAGE MOORE	ISTROUMA RESOURCES INC	MADISON	1080	182	3/17/2011	61 785
0177819/005	BEN TISINGER BEARD	ISTROUMA RESOURCES INC	MADISON	1080	179	3/17/2011	61 785
0177819/006	JOCELYN M WAGMAN	ISTROUMA RESOURCES INC	MADISON	1085	167	3/24/2011	61 785
0177819/007	BENJAMIN M WAGMAN	ISTROUMA RESOURCES INC	MADISON	1085	164	3/24/2011	61 785
0177819/008	JERRY MOORE	ISTROUMA RESOURCES INC	MADISON	1087	269	3/17/2011	61 785
0177819/009	WILLIAM NELSON TAYLOR III	ISTROUMA RESOURCES INC	MADISON	1137	76	7/7/2011	100
0177819/010	WILLIAM F GRINNAN JR	EAST TEXAS OIL & GAS LLC	MADISON	982	209	7/5/2009	61 785
0177819/011	CULLEN T GRINNAN ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	42	7/5/2009	61 785
0177819/012	DAVID S GRINNAN ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	38	7/5/2009	100
0177819/013	GEORGE D LINDSEY ET UX	EOG RESOURCES INC	MADISON	1286	339	9/9/2013	105 034
0177819/014	PAUL LINDSEY ET UX	EOG RESOURCES INC	MADISON	1288	60	9/9/2013	105 034
0177819/015	JAMES RODNEY LINDSEY ET UX	EOG RESOURCES INC	MADISON	1288	62	9/9/2013	105 034
0177819/016	WILLIAM F GRINNAN JR	EOG RESOURCES INC	MADISON	1417	125	12/8/2014	105 034
0177819/017	DAVID S GRINNAN ET UX	EOG RESOURCES INC	MADISON	1412	326	12/17/2014	105 034
0177819/018	CULLEN T GRINNAN ET UX	EOG RESOURCES INC	MADISON	1412	321	12/17/2014	105 034
0177860/001	DOROTHY BLACKMAN RUSSELL	ISTROUMA RESOURCES INC	MADISON	1085	194	2/10/2011	50
0177860/002	DONALD K BAKER ET UX	ISTROUMA RESOURCES INC	MADISON	1085	187	2/18/2011	50
0177860/003	FRANK J BAKER	ISTROUMA RESOURCES INC	MADISON	1085	190	2/18/2011	50
0177860/004	JANET B GILBERT ET VIR	ISTROUMA RESOURCES INC	MADISON	1085	192	2/24/2011	50
0177860/005	ANDREA R GOSSETT	ISTROUMA RESOURCES INC	MADISON	1085	177	2/24/2011	50
0177860/006	LUNA ANN SCHULZ LASSITER	ISTROUMA RESOURCES INC	MADISON	1085	183	2/10/2011	50

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0177860/007	WALTER LEE SCHULZ JR	ISTROUMA RESOURCES INC	MADISON	1085	185	2/10/2011	50
0177860/008	DEBBIE SCHULZ WILSON ET VIR	ISTROUMA RESOURCES INC	MADISON	1085	179	2/15/2011	50
0177860/009	PEGGY SCHULZ MOTE	ISTROUMA RESOURCES INC	MADISON	1085	181	2/15/2011	50
0177860/010	JILL ALEXANDER ESSBAUM	ISTROUMA RESOURCES INC	MADISON	1085	173	2/21/2011	50
0177860/011	DIANNE HESS	ISTROUMA RESOURCES INC	MADISON	1085	170	3/3/2011	50
0177860/012	MICHAEL BAKER	ISTROUMA RESOURCES INC	MADISON	1087	274	2/24/2011	50
0177860/013	EILEEN MAAS	ISTROUMA RESOURCES INC	MADISON	1097	81	3/3/2011	50
0177860/014	JAY SCHULZ ET UX	ISTROUMA RESOURCES INC	MADISON	1105	279	2/21/2011	50
0177862/001	GARY MARK LONGENBAUGH ET AL	ISTROUMA RESOURCES INC	LEON	1471	693	3/23/2011	870 86
0177862/003	MICHAEL D MCKINNEY MD	ISTROUMA RESOURCES INC	LEON	1472	919	4/4/2011	13
0177862/004	JAMES MICHAEL SULLIVAN	ISTROUMA RESOURCES INC	LEON	1476	619	4/11/2011	27 001
0177862/005	MICHAEL D MITCHELL	ISTROUMA RESOURCES INC	LEON	1474	760	5/12/2011	5 03
0177862/007	GAYLE E TITTLE	ISTROUMA RESOURCES INC	LEON	1476	626	6/2/2011	26 28
0177862/008	TONY S BOYKIN ET UX	ISTROUMA RESOURCES INC	LEON	1478	536	5/16/2011	18 001
0177862/012	JAMES P PATTERSON ET UX	ISTROUMA RESOURCES INC	LEON	1484	919	8/24/2011	76 471
0177862/014	PLUTARCO RAMIREZ SOLIZ ET UX	ISTROUMA RESOURCES INC	LEON	1487	774	8/29/2011	1 485
0177862/019	REBECCA BELLOWS	ISTROUMA RESOURCES INC	LEON	1487	809	9/29/2011	28 95
0177862/020	RAY STEVEN GARCIA	ISTROUMA RESOURCES INC	LEON	1490	7	9/12/2011	13
0177862/023	MARIA THERESA MCGREGOR	ISTROUMA RESOURCES INC	LEON	1498	75	11/16/2011	18 001
0177862/024	TIMOTHY W COFFEY	ISTROUMA RESOURCES INC	LEON	1499	897	11/7/2011	150 79
0177862/025	LEAH KIRKWOOD MIKULENKA	ISTROUMA RESOURCES INC	LEON	1499	901	11/28/2011	150 79
0177862/026	BARBARA COFFEY WALKER	ISTROUMA RESOURCES INC	LEON	1499	909	11/28/2011	150 79
0177862/027	KELSEY KIRKWOOD SWOR	ISTROUMA RESOURCES INC	LEON	1499	893	11/28/2011	150 79
0177862/028	SHARON COFFEY REECE	ISTROUMA RESOURCES INC	LEON	1499	905	11/28/2011	150 79
0177956/001	JANET B GILBERT ET VIR	ISTROUMA RESOURCES INC	LEON	1472	921	4/19/2011	102
0177956/002	LUNA ANNE SCHULZ LASSITER	ISTROUMA RESOURCES INC	LEON	1473	5	4/19/2011	102
0177956/003	DOROTHY BLACKMAN RUSSELL	ISTROUMA RESOURCES INC	LEON	1472	923	4/19/2011	102
0177956/004	DIANNE HESS	ISTROUMA RESOURCES INC	LEON	1472	925	4/19/2011	102
0177956/005	MICHAEL BAKER	ISTROUMA RESOURCES INC	LEON	1472	927	4/19/2011	102
0177956/006	DONALD K BAKER ET UX	ISTROUMA RESOURCES INC	LEON	1473	1	4/19/2011	102
0177956/007	FRANK J BAKER	ISTROUMA RESOURCES INC	LEON	1473	3	4/19/2011	102
0177956/008	WALTER LEE SCHULZ JR	ISTROUMA RESOURCES INC	LEON	1474	753	4/19/2011	102
0177956/009	JILL ALEXANDER ESSBAUM	ISTROUMA RESOURCES INC	LEON	1478	528	5/18/2011	102
0177956/010	EILEEN MAAS	ISTROUMA RESOURCES INC	LEON	1478	530	4/19/2011	102
0177956/011	ANDREA R GOSSETT	ISTROUMA RESOURCES INC	LEON	1478	526	4/19/2011	102
0177956/012	PEGGY SCHULZ MOTE	ISTROUMA RESOURCES INC	LEON	1478	518	4/19/2011	102
0177956/013	DEBBIE SCHULZ WILSON ET VIR	ISTROUMA RESOURCES INC	LEON	1478	522	4/19/2011	102
0177956/014	JAY SCHULZ ET UX	ISTROUMA RESOURCES INC	LEON	1482	848	5/18/2011	102
0177956/015	VIRGINIA RUTH JACKSON	ISTROUMA RESOURCES INC	LEON	1482	850	6/15/2011	4 887
0177956/016	HARVEY SCHULZ	ISTROUMA RESOURCES INC	MADISON	1490	630	9/26/2011	152
0177956/017	AMY AND RYAN FULTON TRUST	ISTROUMA RESOURCES INC	LEON	1554	797	3/26/2013	102

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0177956/018	AMY AND RYAN FULTON TRUST	ISTROUMA RESOURCES INC	MADISON	1252	274	3/26/2013	50
0177992/000	FLORA BELL HARDIN	ISTROUMA RESOURCES INC	MADISON	1087	266	5/3/2011	1
0178025/001	KEITH R PETERSON ETUX ETAL	ISTROUMA RESOURCES INC	LEON	1474	755	5/12/2011	66 16
0178025/002	MAXINE LANINGHAM MOORE	ISTROUMA RESOURCES INC	LEON	1481	524	6/7/2011	73 689
0178025/003	JOY BELLUSH	ISTROUMA RESOURCES INC	LEON	1482	818	7/1/2011	73 689
0178025/004	BENJAMIN BATY JR ET UX	ISTROUMA RESOURCES INC	LEON	1490	36	9/21/2011	73 689
0178025/005	CLINTON MANNING ET UX	ISTROUMA RESOURCES INC	LEON	1490	38	8/18/2011	25 8
0178025/006	ROBERT JEREMY LANINGHAM	ISTROUMA RESOURCES INC	LEON	1499	859	11/8/2011	73 689
0178025/007	DONALD DREW LANINGHAM	ISTROUMA RESOURCES INC	LEON	1499	857	11/8/2011	73 689
0178025/008	RODNEY JASON LANINGHAM	ISTROUMA RESOURCES INC	LEON	1499	855	11/8/2011	73 689
0178025/009	STEPHEN EDWARD EDMUNDSON	EOG RESOURCES INC	LEON	1569	521	8/7/2013	69 649
0178027/001	CARL E DOWDEN JR	ISTROUMA RESOURCES INC	LEON	1474	750	5/4/2011	43 69
0178027/002	DARLENE STEPHENS	ISTROUMA RESOURCES INC	LEON	1474	758	5/4/2011	43 69
0178027/003	CAROLYN SUE WARNEKE	ISTROUMA RESOURCES INC	LEON	1481	519	6/16/2011	214
0178027/004	RUSSELL HAROLD HOLLIS	ISTROUMA RESOURCES INC	LEON	1482	826	6/16/2011	214
0178027/005	MARGARET JOAN HOLLIS	ISTROUMA RESOURCES INC	LEON	1482	824	6/16/2011	214
0178027/006	SANDRA KAYE BURNS	ISTROUMA RESOURCES INC	LEON	1521	635	6/5/2012	43 69
0178090/001	DERWIN GUSTAVUS ET UX	ISTROUMA RESOURCES INC	LEON	1476	630	4/27/2011	21 76
0178090/002	ZELA E HODGES ET AL	ISTROUMA RESOURCES INC	LEON	1478	548	4/27/2011	21 76
0178090/003	EUNICE S HIBBELER	ISTROUMA RESOURCES INC	LEON	1478	510	4/27/2011	21 76
0178163/001	CAHABA PARTNERSHIP LTD	ISTROUMA RESOURCES INC	LEON	1478	508	6/15/2011	171 613
0178300/001	MICHAEL G FELDMAN	ISTROUMA RESOURCES INC	LEON	1482	832	6/30/2011	144 018
0178300/002	DERWIN GUSTAVUS ET UX	ISTROUMA RESOURCES INC	LEON	1516	574	7/18/2012	126 389
0178300/003	ZELA E HODGES ET AL	ISTROUMA RESOURCES INC	LEON	1516	576	7/18/2012	126 389
0178300/004	JOHN & EUNICE HIBBELER REVOCABLE TRUST	ISTROUMA RESOURCES INC	LEON	1517	752	7/18/2012	126 389
0178339/000	ANN SMITH	GONDAL MULLENAX	MADISON	983	148	7/17/2009	89 876
0178351/001	AUDEE REED	ISTROUMA RESOURCES INC	LEON	1482	808	6/24/2011	15 8
0178371/000	JOHN M DAVENPORT ET UX	ISTROUMA RESOURCES INC	MADISON	1109	319	6/29/2011	1
0178409/056	TIM MITCHELL ET UX	EOG RESOURCES INC	LEON	1601	54	6/10/2014	421 18
0178538/001	JO ANN PETERS	ISTROUMA RESOURCES INC	MADISON	1123	193	11/8/2011	121 9
0178538/002	HENRY E BLAZEK III	TERRA SOURCE LLC	MADISON	831	191	7/24/2006	121 9
0178589/001	SARAH T BUVINGHAUSEN	ISTROUMA RESOURCES INC	LEON	1497	236	11/7/2011	5
0178669/001	JAMES P PATTERSON ET UX	ISTROUMA RESOURCES INC	LEON	1498	77	1/5/2012	13
0178709/001	HORACE C HARGRAVE JR	ISTROUMA RESOURCES INC	MADISON	1132	335	12/7/2011	122
0178709/002	PATRICIA A LANCASTER	ISTROUMA RESOURCES INC	MADISON	1132	338	12/7/2011	122
0178709/003	ROBERT H GRUY	ISTROUMA RESOURCES INC	MADISON	1166	240	4/19/2012	175 894
0178709/004	WILLIAM ALAN GRUY	ISTROUMA RESOURCES INC	MADISON	1169	118	4/19/2012	175 894
0178709/005	JANET M GRUY WINTER	ISTROUMA RESOURCES INC	MADISON	1178	10	4/19/2012	175 894
0178709/006	K M FAGIN OIL TRUST	TERRA SOURCE LLC	MADISON	823	126	5/30/2006	296 893
0178709/007	W A BILSING ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1264	157	4/18/2013	604 965
0178709/011	MELVIN DRUMMOND ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1007	85	12/8/2009	34 975
0178709 012	STEVE W BILSING, ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	56	5/29/2009	416 72

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0178760/001	LIANNE DONOHO HAYES	ISTROUMA RESOURCES INC	LEON	1498	73	1/5/2012	6
0178761/000	WILLIAM THOMAS DONAHO ET UX	ISTROUMA RESOURCES INC	LEON	1499	889	1/9/2012	2
0178882/001	MICHAEL GLENN FELDMAN	ISTROUMA RESOURCES INC	MADISON	1142	1	1/18/2012	52 4
0178882/002	JAMES KRUPALA	ISTROUMA RESOURCES INC	MADISON	1151	150	2/13/2012	52 4
0178882/003	SUSANNA DOKUPIL	EAST TEXAS OIL & GAS LLC	MADISON	987	193	7/15/2009	143 71
0178882/004	JOANNA M OPASKAR	EAST TEXAS OIL & GAS LLC	MADISON	987	151	7/15/2009	317 88
0178882/005	STEVE TORNO	BASIN ET ENERGY LLC	MADISON	1007	178	7/15/2009	317 88
0178882/006	GLENN JONES	BASIN ET ENERGY LLC	MADISON	1007	284	7/15/2009	317 88
0178882/007	JAMES W WILSON	BASIN ET ENERGY LLC	MADISON	1007	328	7/15/2009	263 457
0178882/008	VICTOR R HILLMAN	BASIN ET ENERGY LLC	MADISON	1007	303	7/15/2009	317 88
0178882/009	JOE H BARNES II	EAST TEXAS OIL & GAS LLC	MADISON	1007	106	1/11/2010	151 438
0178882/010	JOEL A SHAW	BASIN ET ENERGY LLC	MADISON	1007	309	6/23/2009	317 88
0178883/001	KERRY W JOHNSON ET UX	ISTROUMA RESOURCES INC	MADISON	1142	4	5/4/2012	398 974
0178883/003	GIBBS BROTHERS & COMPANY LP	EAST TEXAS OIL & GAS LLC	MADISON	974	288	4/25/2009	290 414
0178883/004	ALICE DEMENT	EAST TEXAS OIL & GAS LLC	MADISON	987	210	7/29/2009	42
0178883/005	EMILY DORE	EAST TEXAS OIL & GAS LLC	MADISON	987	225	7/29/2009	42
0179013/001	MARION STAWNICZ ET UX	ISTROUMA RESOURCES INC	MADISON	1147	279	2/29/2012	65
0179013 002	SCHIEL LIVING TRUST	EAST TEXAS OIL & GAS LLC	MADISON	1072	312	1/26/2011	65
0179014/001	HORACE C HARGRAVE JR	ISTROUMA RESOURCES INC	MADISON	1147	282	2/1/2012	53 894
0179014/002	PATRICIA A LANCASTER	ISTROUMA RESOURCES INC	MADISON	1147	285	2/1/2012	53 894
0179014/003	THOMAS D MARCANTEL ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	81	5/11/2009	53 894
0179016/001	RAVE ENERGY INC	ISTROUMA RESOURCES INC	MADISON	1147	291	2/10/2012	59 744
0179016/002	ROCK POROSITY LLC	ISTROUMA RESOURCES INC	MADISON	1159	226	3/26/2012	124 467
0179016/003	UNION FCB TEXAS LTD	ISTROUMA RESOURCES INC	MADISON	1157	61	4/3/2012	59 744
0179016/004	ROCK RESERVES LTD	ISTROUMA RESOURCES INC	MADISON	1159	223	3/26/2012	124 467
0179016/005	HURLEY TEXAS ROYALTY PARTNERSHIP	ISTROUMA RESOURCES INC	MADISON	1166	231	3/20/2012	124 467
0179016/006	CENTURY 2000 ROYALTY PARTNERSHIP	ISTROUMA RESOURCES INC	MADISON	1166	234	3/20/2012	124 467
0179016/007	TAURUS ROYALTY LLC	ISTROUMA RESOURCES INC	MADISON	1166	237	3/28/2012	124 467
0179016/008	GEORGE VAUGHT JR	ISTROUMA RESOURCES INC	MADISON	1166	216	3/20/2012	124 467
0179016/009	ROBRO ROYALTY PARTNERS LTD	ISTROUMA RESOURCES INC	MADISON	1177	344	3/14/2012	124 467
0179016/010	BITTER END ROYALTIES LP	ISTROUMA RESOURCES INC	MADISON	1178	1	3/14/2012	124 467
0179016/011	GOLDKING ENERGY PARTNERS I LP	ISTROUMA RESOURCES INC	MADISON	1185	246	3/20/2012	124 467
0179016/012	VENDETTA ROYALTY PARTNERS LTD	ISTROUMA RESOURCES INC	MADISON	1183	334	3/20/2012	124 467
0179016/013	WHITE OAK ENERGY ROYALTY PARTNERS, LP	EOG Resources, Inc	MADISON	1296	309	10/14/2013	124 467
0179016/015	GORDA SOUNG ROYALTIES, LP	EOG Resources, Inc	MADISON	1333	200	3/26/2014	124 467
0179016/014	RAVE ENERGY INC , DBA GEP III	EOG Resources, Inc	MADISON	1330	215	10/2/213	124 467
0179016/016	MAPFCB13 NET	EAST TEXAS OIL & GAS LLC	MADISON	1029	119	5/20/2010	59 744
0179073/001	TIMOTHY W COFFEY	ISTROUMA RESOURCES INC	LEON	1499	917	1/9/2012	29 584
0179073/002	BARBARA COFFEY WALKER	ISTROUMA RESOURCES INC	LEON	1499	915	1/9/2012	29 584
0179073/003	KELSEY KIRKWOOD SWOR	ISTROUMA RESOURCES INC	LEON	1501	783	1/9/2012	29 584
0179073/004	LEAH KIRKWOOD MIKULENKA	ISTROUMA RESOURCES INC	LEON	1501	781	1/9/2012	29 584

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0179073/005	SHARON COFFEY REECE	ISTROUMA RESOURCES INC	LEON	1499	913	1/9/2012	29 584
0179083/003	KENNETH STARNS	EAST TEXAS OIL & GAS LLC	MADISON	1128	265	9/30/2011	276 48
0179112/000	GLYNN ROBERT DONAHO	EAST TEXAS OIL & GAS LLC	LEON	1400	378	5/19/2009	215 24
0179114/000	JOE N SPIKES ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	56	6/1/2009	65 691
0179144/001	RDGML INC	ISTROUMA RESOURCES INC	MADISON	1147	294	2/22/2012	13
0179178/000	EDWARD E PATTILLO ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	50	6/1/2009	42 046
0179179/001	PAMELA J STORER	EAST TEXAS OIL & GAS LLC	MADISON	982	237	6/4/2009	98 5
0179179/002	GLEN ROSE JACKSON LIVING TRUST	EAST TEXAS OIL & GAS LLC	MADISON	985	87	7/18/2009	98 5
0179179/003	JOHN PATRICK EPPS	EAST TEXAS OIL & GAS LLC	MADISON	985	31	6/4/2009	98 5
0179179/004	MICHAEL L EPPS	EAST TEXAS OIL & GAS LLC	MADISON	985	80	6/4/2009	98 5
0179179/005	ROSE MARY JAMISON	EAST TEXAS OIL & GAS LLC	MADISON	985	140	6/4/2009	98 5
0179221/001	DARRELL R HALL ET UX	EAST TEXAS OIL & GAS LLC	MADISON	974	275	4/18/2009	243 48
0179235/001	WILFORD L ODOM ET UX	ISTROUMA RESOURCES INC	MADISON	1151	147	3/29/2012	27 14
0179242/001	JEANETTE K GOODMAN	EAST TEXAS OIL & GAS LLC	MADISON	974	296	4/17/2009	298
0179242/002	JOAN D SCLATER	EAST TEXAS OIL & GAS LLC	MADISON	974	251	4/28/2009	298
0179244/001	LAMAR K SPIKES ET UX	EAST TEXAS OIL & GAS LLC	MADISON	982	199	6/1/2009	36 26
0179280/001	ROLAND JACKSON TESTAMENTARY FAMILY TRUST	EAST TEXAS OIL & GAS LLC	MADISON	974	267	4/27/2009	147 82
0179280/002	VIRGINIA R JACKSON	EAST TEXAS OIL & GAS LLC	MADISON	974	271	4/27/2009	147 82
0179280/003	LINDA K JACKSON	EAST TEXAS OIL & GAS LLC	MADISON	974	263	4/27/2009	147 82
0179280/004	KRISTI A ANDERSON	EAST TEXAS OIL & GAS LLC	MADISON	987	255	7/25/2009	265 946
0179280/005	JERRE PARSONS WILLIAMS	EAST TEXAS OIL & GAS LLC	MADISON	985	6	7/25/2009	265 946
0179280/006	MISTY E CLOSS	EAST TEXAS OIL & GAS LLC	MADISON	985	11	7/25/2009	147 82
0179280/007	MORGAN G CLOSS	EAST TEXAS OIL & GAS LLC	MADISON	985	16	7/25/2009	265 946
0179280/008	GASTON DETWEILER	EAST TEXAS OIL & GAS LLC	MADISON	985	21	7/25/2009	265 946
0179280/009	DAVID TAYLOR	EAST TEXAS OIL & GAS LLC	MADISON	985	26	7/25/2009	265 946
0179280/010	FRANK P CLOSS	EAST TEXAS OIL & GAS LLC	MADISON	987	260	7/25/2009	265 946
0179280/011	HOLLY H DOMINGUE	EAST TEXAS OIL & GAS LLC	MADISON	987	270	7/25/2009	265 946
0179280/012	ALLEN R TAYLOR	EAST TEXAS OIL & GAS LLC	MADISON	987	265	7/25/2009	265 946
0179280/013	MAMIE JEANE MARTIN	EAST TEXAS OIL & GAS LLC	MADISON	993	19	7/25/2009	265 946
0179280/014	JAMES N PARSONS III	EAST TEXAS OIL & GAS LLC	MADISON	987	306	7/25/2009	265 946
0179280/015	Michael Mixson	EOG Resources, Inc	Madison	1277	62	7/25/2013	272 07
0179280/016	Carrie Michelle Turner	EOG Resources, Inc	Madison	1277	72	7/25/2013	272 07
0179280/017	Ruth Bexley Turner	EOG Resources, Inc	Madison	1277	68	7/25/2013	272 07
0179280/018	Michael Theodore Turner	EOG Resources, Inc	Madison	1277	64	7/25/2013	272 07
0179280/019	Joel C Turner	EOG Resources, Inc	Madison	1277	66	7/25/2013	272 07
0179280/020	William Robert Turner	EOG Resources, Inc	Madison	1277	56	7/25/2013	272 07
0179280/021	Dayton Russell Turner	EOG Resources, Inc	Madison	1277	54	7/25/2013	272 07
0179280/022	Phillip Wayne McKenzie	EOG Resources, Inc	Madison	1281	331	7/25/2013	272 07
0179280/023	Vernon Allen Fisher	EOG Resources, Inc	Madison	1281	327	7/25/2013	272 07
0179280/024	Chester D Turner	EOG Resources, Inc	Madison	1281	329	7/25/2013	272 07
0179280/025	Christy Fisher Williams	EOG Resources, Inc	Madison	1281	333	7/25/2013	272 07
0179280/026	Lloyd William McKenzie	EOG Resources, Inc	Madison	1281	335	7/25/2013	272 07

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0179280/027	Claude Tyler Turner, Jr	EOG Resources, Inc	Madison	1286	337	7/25/2013	272 07
0179280/028	Dwight Turner	EOG Resources, Inc	Madison	1284	219	7/25/2013	272 07
0179280/029	Lana Catherine Turner	EOG Resources, Inc	Madison	1284	217	7/25/2013	272 07
0179302/001	JOSEPH A DONAHO	EAST TEXAS OIL & GAS LLC	LEON	1400	374	6/11/2009	123 355
0179302/002	WILLIAM T DONAHO	EAST TEXAS OIL & GAS LLC	LEON	1400	370	6/11/2009	123 355
0179314/001	DR WILLIAM A BILSING ET UX	TERRA SOURCE LLC	MADISON	823	73	4/17/2006	78 689
0179316/001	LAURIE HOOPER GROESCHEL	TERRA SOURCE LLC	MADISON	823	118	4/5/2006	572 84
0179316/002	WILLIAM T HOOPER JR	TERRA SOURCE LLC	MADISON	823	151	4/5/2006	572 84
0179316/003	DAVID N HOOPER	TERRA SOURCE LLC	MADISON	823	147	4/5/2006	572 84
0179316/004	RICHARD A CREED ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1020	332	2/6/2010	18 29
0179319/001	JEANE E SMITH	ISTROUMA RESOURCES INC	MADISON	1154	345	3/29/2012	44 467
0179320/001	WILSON ASSET TRUST	ISTROUMA RESOURCES INC	MADISON	1155	1	3/2/2012	24 795
0179320/002	GWENDOLYN HUNDLEY	ISTROUMA RESOURCES INC	MADISON	1155	10	3/30/2012	24 795
0179320/003	MARY ALICE DANIEL	ISTROUMA RESOURCES INC	MADISON	1154	336	3/30/2012	24 795
0179320/004	LANA BERGERON	ISTROUMA RESOURCES INC	MADISON	1154	339	3/30/2012	24 795
0179320/005	IVAN LANGFORD III	ISTROUMA RESOURCES INC	MADISON	1155	7	3/30/2012	24 795
0179320/006	DENISE LANGFORD	ISTROUMA RESOURCES INC	MADISON	1154	342	3/30/2012	24 795
0179320/007	DEBORAH DABNEY	ISTROUMA RESOURCES INC	MADISON	1160	329	3/30/2012	24 795
0179323/001	CHOCTAW ENERGY LIMITED PARTNERSHIP	EAST TEXAS OIL & GAS LLC	BRAZOS	9259	262	7/7/2009	310 09
0179535/001	GUS BENAVIDES JR	ISTROUMA RESOURCES INC	MADISON	1155	4	3/29/2012	27 28
0180391/005	WILLIAM L JAMISON JR	BASIN ET ENERGY LLC	MADISON	1007	271	7/21/2009	97 816
0180391/007	KATHRYN JAMISON SHULL	EAST TEXAS OIL & GAS LLC	MADISON	987	283	7/9/2009	97 816
0180391/008	JACK PICKENS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	46	6/9/2009	97 816
0180488/001	SANDRA KAYE BURNS	ISTROUMA RESOURCES INC	MADISON	1177	322	6/5/2012	23 603
0180580/001	JERALD PAYNE EVANS	ISTROUMA RESOURCES INC	MADISON	1169	110	5/30/2012	70 481
0180580/002	ALFRED JACKSON MOORE JR	ISTROUMA RESOURCES INC	MADISON	1177	341	6/11/2012	70 481
0180580/003	GEORGE ALAN DOWELL	ISTROUMA RESOURCES INC	MADISON	1183	337	6/11/2012	70 481
0180580/004	RICKY MOORE	EOG RESOURCES INC	MADISON	1210	193	10/25/2012	71 5
0180580/005	MICHAEL G MOORE	EOG RESOURCES INC	MADISON	1239	301	2/21/2013	71 5
0180580/007	DR ROBERT D SKINNER	EAST TEXAS OIL & GAS LLC	MADISON	1047	254	8/11/2010	70 481
0180580/010	JUDY HUBBARD	EAST TEXAS OIL & GAS LLC	MADISON	1047	218	7/17/2010	61
0180580/012	GARY C DOWELL	EAST TEXAS OIL & GAS LLC	MADISON	1047	201	7/23/2010	70 481
0180580/015	JIMMY LLOYD ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	155	8/7/2009	119 47
0180580/016	EVERETT POPE DOWELL	EAST TEXAS OIL & GAS LLC	MADISON	993	57	8/27/2009	119 47
0180580/017	MARIANNE SHEPPARD	EAST TEXAS OIL & GAS LLC	MADISON	993	53	8/27/2009	119 47
0180580-006	LARRY SKINNER	EAST TEXAS OIL & GAS LLC	MADISON	1053	292	8/10/2010	71 5
0180580-008	JOHN B DOWELL	EAST TEXAS OIL & GAS LLC	MADISON	1047	230	7/16/2010	71 5
0180580-009	MERLE J MAY	EAST TEXAS OIL & GAS LLC	MADISON	1047	193	7/16/2010	71 5
0180580 011	PATSY ANN STOEVER	EAST TEXAS OIL & GAS LLC	MADISON	1047	250	7/17/2010	71 5
0180580 013	KIMBERLY LUNDAHL	EAST TEXAS OIL & GAS LLC	MADISON	1047	226	7/25/2010	71 5
0180580 014	AC DOWELL, JR	EAST TEXAS OIL & GAS LLC	MADISON	1047	238	7/20/2010	71 5
0180642/001	MADGE FRANKLIN GUTIERREZ	ISTROUMA RESOURCES INC	MADISON	1169	121	5/4/2012	12 317

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0180642/002	MOLLY ELLEN JANNETT	ISTROUMA RESOURCES INC	MADISON	1169	124	5/4/2012	12 317
0180642/003	GEORGE CHARLES FRANKLIN	ISTROUMA RESOURCES INC	MADISON	1169	115	5/4/2012	12 317
0180642/004	JANET FRANKLIN ROBINSON	ISTROUMA RESOURCES INC	MADISON	1169	112	5/4/2012	12 317
0180642/005	DIANE DAVENPORT STEELE	EOG RESOURCES INC	MADISON	1216	52	11/15/2012	110
0180642/006	FRANCHA DAVENPORT WEST	EOG RESOURCES INC	MADISON	1216	54	11/15/2012	110
0180642/007	RAYMOND R DAVENPORT JR	EOG RESOURCES INC	MADISON	1216	50	11/15/2012	110
0180642/008	ELIZABETH WILSON SMITH	EOG RESOURCES INC	MADISON	1218	59	11/16/2012	110
0180642/009	JOSEPH CLAY WILSON	EOG RESOURCES INC	MADISON	1218	57	11/16/2012	110
0180642/010	VANN C WILSON JR	EOG RESOURCES INC	MADISON	1222	252	12/6/2012	110
0180642/011	ROGER ANN CRAIG	EOG RESOURCES INC	MADISON	1222	246	12/6/2012	110
0180642/012	LAURIE FALK	EOG RESOURCES INC	MADISON	1222	248	12/6/2012	110
0180642/013	AUDREY LEE WILSON	EOG RESOURCES INC	MADISON	1222	250	12/6/2012	110
0180642/014	GEORGE FALK JR	EOG RESOURCES INC	MADISON	1226	45	12/6/2012	110
0180642/015	ARDATH K WILSON	EOG RESOURCES INC	MADISON	1226	43	11/19/2012	110
0180642/016	ROSALIE WILSON	EOG RESOURCES INC	MADISON	1226	41	12/20/2012	110
0180642/017	ROGER W WILSON JR	EOG RESOURCES INC	MADISON	1227	278	12/20/2012	110
0180642/018	LOUISE GOODLOE SCOTTIE KERSTA-WILSON	EOG RESOURCES INC	MADISON	1237	246	2/14/2013	110
0180642/019	TRACY LESIEUR	EOG RESOURCES INC	MADISON	1243	26	2/14/2013	110
0180642/020	CLAY F WILSON	EOG RESOURCES INC	MADISON	1243	28	2/14/2013	110
0180642/021	KELLY WILSON KRITSAS	EOG RESOURCES INC	MADISON	1243	24	2/27/2013	110
0180642/022	BORDEN A WILSON	EOG RESOURCES INC	MADISON	1252	266	2/14/2013	110
0180642 023	BILLY R JONES, ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	36	5/26/2009	110
0181039/001	ROBERT D MONTGOMERY	ISTROUMA RESOURCES INC	MADISON	1177	334	5/21/2012	5 644
0182081/001	JAKE COLE HOWARD ET AL	WEBER ENERGY CORPORATION	MADISON	1116	265	8/22/2010	111 302
0182468/001	MARION STAWNICZ ET UX	EOG RESOURCES INC	MADISON	1206	127	10/23/2012	28 813
0183067/001	VIRGINIA R MCNEELY	EOG RESOURCES INC	MADISON	1222	234	12/4/2012	20 008
0183067/002	RICHARD A CREED ET UX	EOG RESOURCES INC	MADISON	1267	273	6/19/2013	20 008
0183289/001	VICKEY JEANETTE BEST	EOG RESOURCES INC	MADISON	1232	343	1/10/2013	56 93
0183289/002	VERINDA DELAYNE BROUSSARD	EOG RESOURCES INC	MADISON	1232	337	1/10/2013	56 93
0183289/003	EBBY LAVERNE GREENE FAMILY TRUST	EAST TEXAS OIL & GAS LLC	MADISON	1020	316	4/6/2010	56 93
0183289/004	ROBERT A CHALK ET UX	BASIN ET ENERGY LLC	MADISON	1007	252	6/11/2009	117 984
0183387/001	HATTIE M CROW	EOG RESOURCES INC	MADISON	1237	224	1/17/2013	5 65
0183387/002	BARBARA CROW BEELER	EOG RESOURCES INC	MADISON	1237	228	1/17/2013	5 65
0183387/003	ULRICH W CROW JR	EOG RESOURCES INC	MADISON	1237	226	1/17/2013	5 65
0184651/000	ST TX MF115444	EOG RESOURCES INC	MADISON	1277	38	7/16/2013	64 249
0185052/001	DAN FELDMAN SCHAEFER	EOG RESOURCES INC	LEON	1571	616	8/29/2013	96 012
0185111/001	STEPHEN EDWARD EDMUNDSON	EOG RESOURCES INC	LEON	1574	14	9/18/2013	4 04
0185111/002	HAL B SHARP	EOG RESOURCES INC	LEON	1594	147	3/20/2014	4 04
0185111/003	SHIRLEY RICHARDS	EOG RESOURCES INC	LEON	1594	149	3/17/2014	4 04
0185111/004	ZELA E HODGES	EOG RESOURCES INC	LEON	1594	151	3/20/2014	4 04
0185111/005	EDELWEISS GUSTAVUS	EOG RESOURCES INC	LEON	1594	153	3/19/2014	4 04

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0185111/006	WAYNE SHARP	EOG RESOURCES INC	LEON	1594	155	3/19/2014	4 04
0185193/001	CHARLES G ROBERTS ET UX	PRESCO INC	MADISON	1075	78	2/10/2011	98 409
0185384/001	BILLY RAY SKAINS	PRESCO INC	MADISON	1024	22	4/29/2010	542 5
0185384/002	CURTIS JOE SKAINS	PRESCO INC	MADISON	1024	31	4/29/2010	542 5
0185404/000	STATE OF TEXAS, COMM OF GENERAL LAND OFFICE	EOG RESOURCES INC	LEON	1591	133	2/4/2014	1 41
0185412/001	JACQUELYN K ROGERS FLOYED	PRESCO INC	MADISON	1028	5	5/12/2010	443 1
0185412/002	RUTH LYNN ROGERS KROPP	PRESCO INC	MADISON	1025	111	5/12/2010	443 1
0185412/003	BETTY LOU ROGERS MITCHELL	PRESCO INC	MADISON	1025	95	5/12/2010	443 1
0185412/004	JOANN ROGERS UTZ	PRESCO INC	MADISON	1025	330	5/12/2010	443 1
0185412/005	THOMAS E BLAKENEY JR	PRESCO INC	MADISON	1025	317	5/28/2010	977 02
0185412/006	W CRAIG BAILEY ET UX	PRESCO INC	MADISON	1025	104	5/28/2010	977 02
0185412/007	JACK CLIFFORD WILLIAMS	PRESCO INC	MADISON	1028	22	5/12/2010	438 37
0185412/008	DARRYL E MCDONALD ET UX	PRESCO INC	MADISON	1044	63	9/20/2010	982 543
0185702-000	JR PATTERSON, ET UX	MEAGHER OIL & GAS PROPERTIES INC	LEON	1269	435	5/26/2006	81 115
0185800/000	CELIA SHANNON	EAST TEXAS OIL & GAS LLC	MADISON	982	172	6/25/2009	52 1
0185813/000	CHAP HARRIMAN	EAST TEXAS OIL & GAS LLC	MADISON	987	220	8/4/2009	83 43
0185824/001	SALLIE SUE FROGGE	EAST TEXAS OIL & GAS LLC	MADISON	993	36	8/6/2009	415 661
0185824/002	C PATRICK MARTIN	EAST TEXAS OIL & GAS LLC	MADISON	993	42	8/15/2009	415 661
0185824/003	MICHAEL A STOCKER	EAST TEXAS OIL & GAS LLC	MADISON	1034	250	5/29/2010	162 6
0185836/001	MARION STAWNICZ ET UX	BASIN ET ENERGY LLC	MADISON	1007	208	6/18/2009	53 69
0185836/002	REBECCA J WADDELL ET AL	BASIN ET ENERGY LLC	MADISON	1007	321	6/18/2009	53 69
0185838/001	JAMES A KNIPPA III ET UX	BASIN ET ENERGY LLC	MADISON	1007	290	6/15/2009	379 47
0185872/001	HAROLD LEE PARKER ET UX	EAST TEXAS OIL & GAS LLC	LEON	1423	514	11/20/2009	15 8
0185872/002	BOBBY PAUL PARKER	EAST TEXAS OIL & GAS LLC	LEON	1423	511	11/20/2009	15 8
0185875/000	CHALK FAMILY LTD	BASIN ET ENERGY LLC	MADISON	1007	246	6/11/2009	180 647
0185881/001	RICHARD L POOL	EAST TEXAS OIL & GAS LLC	MADISON	1034	262	7/9/2010	32 45
0185881/002	DORA COMPIS	EAST TEXAS OIL & GAS LLC	MADISON	1029	110	3/29/2010	32 45
0185881/003	LAURA A BAILEY	EAST TEXAS OIL & GAS LLC	MADISON	1029	106	3/29/2010	32 45
0185881/004	RONALD W BAILEY	EAST TEXAS OIL & GAS LLC	MADISON	1029	126	3/29/2010	32 45
0185881/005	JOHN W KITCHENS	EAST TEXAS OIL & GAS LLC	MADISON	987	214	7/27/2009	40
0185881/006	WESLEY J POOL	EAST TEXAS OIL & GAS LLC	MADISON	1047	187	7/9/2010	32 45
0185881/007	JOE R POOL JR	EAST TEXAS OIL & GAS LLC	MADISON	1214	237	7/9/2010	32 45
0186001/001	JACK B ELLISON	EAST TEXAS OIL & GAS LLC	MADISON	985	128	6/25/2009	507
0186001/002	JASON B ELLISON	EAST TEXAS OIL & GAS LLC	MADISON	985	115	6/25/2009	507
0186001/003	ELLISON FAMILY TRUST	EAST TEXAS OIL & GAS LLC	MADISON	985	147	6/25/2009	507
0186001/004	HEIDY HERSCHBACH	EAST TEXAS OIL & GAS LLC	MADISON	987	201	6/10/2009	87
0186001/005	HERSCHBACH PETROLEUM COMPANY LTD	EAST TEXAS OIL & GAS LLC	MADISON	1175	208	7/2/2012	30 928
0186002/001	CLARENCE SCHEIDEMANTEL JR	EAST TEXAS OIL & GAS LLC	MADISON	985	135	7/9/2009	203 45
0186002/002	BETTY ANN LEWIS	EAST TEXAS OIL & GAS LLC	MADISON	985	101	7/6/2009	103 45
0186002/003	DAVID C ELMENDORF ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	51	7/6/2009	166 634
0186004/001	DANNY M SHANNON ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	94	6/25/2009	54 761

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0186004/002	CHRISTOPHER H CLARK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	982	225	6/25/2009	41 741
0186004/003	JON L SHANNON	EAST TEXAS OIL & GAS LLC	MADISON	982	158	6/25/2009	46 465
0186004/004	JERRY K SHANNON ET UX	EAST TEXAS OIL & GAS LLC	MADISON	982	165	6/27/2009	88 213
0186008/001	LESLYE VAN NAME LAIDLAW FLEER	EAST TEXAS OIL & GAS LLC	MADISON	985	73	7/9/2009	208 5
0186008/002	GLENN AIRLIE LAIDLAW	EAST TEXAS OIL & GAS LLC	MADISON	985	70	7/9/2009	208 5
0186008/003	WENDYE LAIDLAW MICKEL	EAST TEXAS OIL & GAS LLC	MADISON	985	67	7/9/2009	208 5
0186008/004	WILLIAM J LAIDLAW III	EAST TEXAS OIL & GAS LLC	MADISON	985	64	7/9/2009	208 5
0186008/005	PERI LAIDLAW ELLIOTT	EAST TEXAS OIL & GAS LLC	MADISON	987	207	7/9/2009	208 5
0186175/001	JOSEPH S BINDO ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1020	308	2/13/2010	23 603
0186176/001	CHARLOTTE BAROSH ET AL	EAST TEXAS OIL & GAS LLC	MADISON	1020	320	2/18/2010	21 058
0186231/000	CARLYSLE H MARBACH ET UX	EAST TEXAS OIL & GAS LLC	MADISON	992	332	7/21/2009	10 413
0186233/001	ROBERT L CULLINS	EAST TEXAS OIL & GAS LLC	MADISON	993	48	8/11/2009	175 912
0186233/002	ELIZABETH PEAKE FAULK	EAST TEXAS OIL & GAS LLC	MADISON	987	197	8/9/2009	100 065
0186233/003	JACK E HAVARD	EAST TEXAS OIL & GAS LLC	MADISON	993	26	8/3/2009	25 1
0186237/001	J D PATTERSON	MEAGHER OIL & GAS PROPERTIES INC	LEON	1281	746	5/28/2006	59
0186237/002	J R PATTERSON	MEAGHER OIL & GAS PROPERTIES INC	LEON	1269	430	5/28/2006	63 451

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Exhibit B

Wells

See attached.

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Exhibit B

to Assignment, Assumption and Bill of Sale dated May 18, 2016,
by and between
EOG Resources, Inc., as Seller, and Hawkwood Energy East Texas, LLC, as Buyer

Oil and Gas Wells

Well Name	County	API No.
The Grove Unit #1H	Leon	42-289-32128
The Grove Unit #2H	Leon	42-289-32130
The Grove Unit #3H	Leon	42-289-32131
The Golden Wave Unit #1H	Leon	42-289-32132
Donaho Unit #1H	Leon	42-289-31995
Ellison Unit #1H	Madison	42-313-30977
Sully Unit #1H	Leon	42-289-32105
Bayou Bengals Unit #1H	Madison	42-313-31014
Blazek-Peters #1H	Madison	42-313-30937
Rea Unit #1H	Madison	42-313-30958
Zeus #1H	Madison	42-313-31115
Zeus #2H*	Madison	42-313-31200
Blazek Peters #1	Madison	42-313-30932
DKR #1	Leon	42-289-32140
Ransom #1H	Brazos	42-041-32078
Ransom #2H	Brazos	42-041-32083
Weaver-Ransom-State Unit #1H	Madison	42-313-31034
Weaver-Ransom-State-Unit #2H	Madison	42-313-31035

Water Wells

Tracking Number	County	Lessee	Name	Latitude	Longitude
364180	Leon	EOG Resources, Inc.	Patterson FP #1 (Pat Patt)	31.000000	-96.183611
366016	Leon	EOG Resources, Inc.	Patterson FP #2	30.998889	-96.176111
372034	Leon	EOG Resources, Inc.	DKR #1	31.026389	-96.150833
361772	Madison	EOG Resources, Inc.	Zues 1H FP#1	31.044722	-96.021111
362642	Madison	EOG Resources, Inc.	Skains - Zeus 1H (well)	31.045833	-96.030556
366079	Madison	EOG Resources, Inc.	Stone #1 FP	30.984444	-96.198333
366080	Madison	EOG Resources, Inc.	Stone #2 FP	30.984167	-96.202222
375820	Madison	EOG Resources, Inc.	Zues FP-2 (FP#3 - SWR)	31.041944	-96.018611
373464	Madison	EOG Resources, Inc.	Zues 1H (redrill)	31.049167	-96.022222

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Exhibit C

Rights of Way

See attached.

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Exhibit C

to Assignment, Assumption and Bill of Sale dated May 18, 2016,
by and between
EOG Resources, Inc., as Seller, and Hawkwood Energy East Texas, LLC, as Buyer

Oil and Gas Permits – Rights of Way

Type of Contract	Party 1	Party 2	County	Effective Date
WATER PURCHASE AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	04/14/14
LETTER OF AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	04/14/14
LETTER OF AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	04/14/14
WATER STORAGE FACILITY SURFACE USE AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	07/18/14
WATER PURCHASE AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	02/25/15
WATER STORAGE FACILITY SURFACE USE AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014
WATER PURCHASE AGREEMENT/AGREEMENT TO REMOVE WATER	ANN SMITH	EOG RESOURCES INC	LEON	4/14/2014
WATER PURCHASE AGREEMENT AND LETTER AGREEMENT	TERRY B BELL ET UX	EOG RESOURCES INC	LEON	5/14/2014
WATER PURCHASE AGREEMENT	JAMES P PATTERSON ET UX	EOG RESOURCES INC	LEON	4/14/2014
WATER PURCHASE AGREEMENT	JAMES P PATTERSON ET UX	EOG RESOURCES INC	LEON	4/14/2014
WATER PURCHASE AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014
LETTER OF AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014

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Exhibit C – Cont'd

Party 1	Party 2	County	Effective Date	Volume / Page
RICHARD E. JOHNSON	EOG RESOURCES INC	MADISON	7/11/14	NOT RECORDED
JERRY K. SHANNON	EOG RESOURCES INC	MADISON	6/12/12	NOT RECORDED
BILL T. AND MARIE G. TOMLINSON FAMILY TRUST	EOG RESOURCES INC	LEON	7/31/14	NOT RECORDED
CAHABA PARTNERHSIP, LTD	EOG RESOURCES INC	LEON	4/21/14	NOT RECORDED
CURTIS JOE SKAINS	EOG RESOURCES INC	MADISON	3/19/14	NOT RECORDED
JAMES D. PATTERSON AND WIFE, MARY JO PATTERSON	EOG RESOURCES INC	LEON		NOT RECORDED
JAMES D. PATTERSON AND WIFE, MARY JO PATTERSON	EOG RESOURCES INC	LEON	6/13/12	NOT RECORDED
KIM DAWSON	EOG RESOURCES INC	MADISON	1/15/13	NOT RECORDED
WILFORD AND MERILEE ODOM	EOG RESOURCES INC	MADISON	11/8/12	NOT RECORDED
LOWELL T. HODGES AND ZELA E. HODGES REVOCABLE TRUST	EOG RESOURCES INC	LEON	11/27/13	NOT RECORDED
HENRY E. BLAZEK, III AND WIFE NANCY R. BLAZEK	EOG RESOURCES INC	MADISON	6/20/12	NOT RECORDED
MARGARET JOAN HOLLIS	EOG RESOURCES INC	LEON	04/15/14	1595/717
JAMES D PATTERSON (MEMO OF PIPELINE ROW & EASEMENT)	EOG RESOURCES INC	LEON	08/08/14	1620/65
CAROLYN S WARNEKE AND MARGARET JOAN HOLLIS (NOTICE OF ROW & EASEMENT)	EOG RESOURCES INC	LEON	01/20/15	1623/860
JO ANN PETERS	EOG RESOURCES INC	MADISON	06/20/12	1169/155
HENRY E BLAZEK III ET UX	EOG RESOURCES INC	MADISON	06/20/12	1169/145
JERRY K SHANNON	EOG RESOURCES INC	MADISON	06/08/12	1169/150
DOROTHY BATSON	EOG RESOURCES INC	MADISON		1196/174
WILFORD AND MERILEE ODOM	EOG RESOURCES INC	MADISON	11/09/12	NOT RECORDED
WILFORD AND MERILEE ODOM	EOG RESOURCES INC	MADISON	11/09/12	1236/117
KIM DAWSON	EOG RESOURCES INC	MADISON	01/15/13	1236/125
KIM DAWSON	EOG RESOURCES INC	MADISON	01/15/13	1236/121
POND BRANCH LLC	EOG RESOURCES INC	MADISON	04/11/14	1332/1
RUSSELL GARRETT PIERCE ET AL	EOG RESOURCES INC	MADISON	09/30/14	1400/239
ANN P SMITH	EOG RESOURCES INC	MADISON	08/11/14	1400/251
J ELLISON LLC	EOG RESOURCES INC	MADISON	08/08/14	1400/235
TERRY B BELL ET UX	EOG RESOURCES INC	MADISON	08/08/14	1400/247
GREGORY D ZOOK ET UX	EOG RESOURCES INC	MADISON	08/25/14	1400/227
JAMES PATRICK PATTERSON AND PATRICIA ANN PATTERSON WALL	EOG RESOURCES INC	MADISON	08/08/14	1620/69
LUEL LEWIS ET UX	EOG RESOURCES INC	MADISON	08/26/14	1400/231

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EARL W STONE ET UX	EOG RESOURCES INC	MADISON	07/25/14	1400/217
MADISON COUNTY PRECINCT 1	EOG RESOURCES INC	MADISON	09/24/14	NOT RECORDED
MADISON COUNTY PRECINCT 1	EOG RESOURCES INC	MADISON	09/23/14	NOT RECORDED
LEONARD VOS ET UX	EOG RESOURCES INC	MADISON	09/10/14	1378/115
ANN SMITH	EOG RESOURCES INC	MADISON	09/17/14	1400/255
ALTON R SEBESTA ET UX (MEMO OF PIPELINE ROW AGMT)	EOG RESOURCES INC	MADISON	11/07/14	1400/243

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Exhibit D

Material Equipment

See attached.

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Exhibit D

to Assignment, Assumption and Bill of Sale dated May 18, 2016,
by and between
EOG Resources, Inc., as Seller, and Hawkwood Energy East Texas, LLC, as Buyer

Equipment

Zeus Facility

5 - 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 2 inch Honda Gasoline powered circulating pump
1- vaprox flare
1 - flare drumb
1 - energy weld fab 36 x 15 Heated Horizontal Separator
1 - 2 inch Senior meter run
1 - 12"x 5" fuel separator

Zeus #1 H Well

1 - 640 Lufkin Pumping Unit
3- Chemical tanks and pumps
1- 30 x 10 Horizontal High Pressure Separator
1- 2" Senior Meter Run

Zeus #2 H Well

1- 30 x 10 Horizontal High Pressure Separator
1- 2 " Senior Meter Run

Sully 1 H Well

1- 640 Lufkin Pumping Unit
3- Chemical Tanks and pumps
1- vaprox flare
1- flare drumb
3- 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 2" electric circulating pump
1- 2" Sr meter run
1- 36 x 15 Heated Horizontal Separator

Grove Facility

3 - 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 12 x 5 fuel separator
1- 60 x 20 Vertical Heated Separator
1- 2" Sr meter run
1- vaprox flare
1- 16 " flare system flare
2- flare drumbs
1- 2" electric circulating pump

Grove # 1 H Well

3- Chemical Tanks and pumps
1- 36 x 10 High Pressure Horizontal Separator
1- 2" Sr meter run

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1- 640 Danesco Pumping Unit

Grove #2 H Well

3- Chemical Tanks and pumps
1- 36 x 10 High Pressure Horizontal Separator
1- 2" Senior Meter Run

Grove #3 H Well

3- Chemical Tanks and pumps
1- 36 x 10 High Pressure Horizontal Separator
1- 2" Senior Meter Run
1- 640 Lufkin Pumping Unit

Golden Wave 1 H

1- 12 x 5 fuel separator
1- 36 x 15 Heated Horizontal Separator
1 - 2" Senior Meter Run
3 - Chemical Tanks and Pumps
1 - 2" Electric Circulating Pump
1- 912 Lufkin Pumping Unit
3- 400 bbl internally coated oil tanks
1-400 bbl internally coated water tank
Note: There is a water well on this location that has not been plugged at this time.

Ellision 1 H Well

1- 640 Lufkin Pumping Unit
4- Chemical Tanks and pumps
1- 36 x 15 Heated Horizontal Separator
1- 12 x 5 fuel separator
1 - 2 " Senior Meter Run
1- 2" electric circulating pump
3 - 400 bbl internally coated oil tanks
1 - 400 bbl internally coated water tank
1- vaprox flare
1- flare drumb
1- 12 x 5 horizontal 2 phase separator

Donaho # 1 H

1 - 640 Lufkin Pumping Unit
3 - Chemical Tanks and Pumps
1 - 24 x 10 Horizontal 3 phase separator
1- 12" x 5' fuel separator
1- 60 x 20 Vertical Heated Separator
1 - 2" Senior Meter Run
1- 2 " electric circulating pump
3 - 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 8 x 10 wood storage building
1- flare drumb
1- Flare
1 - 6" x 3' fuel pot

Bayou Bengal # 1 H Well

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1- vaprox flare
3- 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 2" electric circulating pump
3- Chemical Tanks and pumps
1- 2" Senior Meter Run
1- 36 x 15 Heated Horizontal Separator
1- 12 x 5 fuel separator
1- 640 Lufkin Pumping Unit

Rea #1 H Well

1- 640 Lufkin Pumping Unit
1- Flare
1- flare drumb
1- 36 x 15 Heated Horizontal Separator
1- 12 x 5 fuel separator
1- 2" Senior Meter Run
4 - Chemical Tanks and pumps
3 - 400 bbl internally coated oil tanks
1 - 400 bbl internally coated water tank
1 - 8 x 10 Wood Storage Building

Blazek Peters # 1 H Well

1- 2" Senior Meter Run
1- 2" electric circulating pump
3- 400 bbl internally coated oil tanks
1 - 400 bbl internally coated water tank
1- Flare
1- flare drumb
4- Chemical Tanks and pumps
1- 640 Lufkin Pumping Unit
1- 24 x 10 Vertical High Pressure Separator
1- 12 x 5 fuel separator
1- 60" x 20' vertical heated separator

Blazek Peter #1 Pilot Well Pad was clear of equipment and only has a well head on location
DKR #1 well location is clear of all equipment and only has a well head on location.

CERTIFICATION:
TRUE AND CORRECT
COPY OF ORIGINAL ON
FILE IN LEON COUNTY
CLERK'S OFFICE
ATTEST: Amy Kaiser
AMY KAISER

Exhibit E

Certain Excluded Assets

See attached.

508268 000073 17162080 5

CERTIFICATION:
TRUE AND CORRECT
COPY OF ORIGINAL ON
FILE IN LEON COUNTY
CLERK'S OFFICE
ATTEST: Amy Kaiser
AMY KAISER

Exhibit E

to Assignment, Assumption and Bill of Sale dated May 18, 2016,
by and between
EOG Resources, Inc., as Seller, and Hawkwood Energy East Texas, LLC, as Buyer

Excluded Rights and Interests

1. 155.016 acres of land, more or less, being situated in the Gray B. King Survey, Abstract No. 19, Madison County, Texas, and being more particularly described in Exhibit "A" of that certain General Warranty Deed dated August 1, 2014 from Scot B. Schaffer and Carol L. Shaffer, as husband and wife, to EOG Resources, Inc. and recorded in Volume 1357, Page 1 of the Official Records of Madison County, Texas.

2. All of Seller's right, title and interest in and to the following oil and gas leases:

EOG Lease No.	Lessor	Lessee	County	Effective Date	Gross Acres	Net Acres	Volume/ Page
0177990/001	J BAR L ET AL	ISTROUMA RESOURCES INC	LEON	5/2/2011	535.35	320.8	1474/736
0177990/002	JOHN RANDOLPH JINKINS ET UX	ISTROUMA RESOURCES INC	LEON	5/25/2011	429.1	107.275	1476/621
0177990/003	WILEY J JINKINS III	ISTROUMA RESOURCES INC	LEON	11/22/2011	429.1	107.275	1482/836
0177990/004	JEFFREY FULLER JINKINS	EOG RESOURCES INC	LEON	9/11/2013	429.1	53.638	1580/256
0177990/005	MARY CELESTE JINKINS	EOG RESOURCES INC	LEON	9/11/2013	429.1	53.638	1580/254
0178668/001	WILEY J JINKINS III	ISTROUMA RESOURCES INC	LEON	12/2/2011	74.75	18.688	1499/825
0178668/002	JULIUS L JINKINS JR	ISTROUMA RESOURCES INC	LEON	1/3/2012	74.75	18.688	1499/823
0178668/003	J BAR L/JINKINS RANCH LTD	ISTROUMA RESOURCES INC	LEON	12/2/2011	74.75	18.688	1499/819
0178668/004	JOHN RANDOLPH JINKINS ET UX	ISTROUMA RESOURCES INC	LEON	12/2/2011	74.75	18.688	1499/821

3. Gathering and Processing Agreement dated effective October 1, 2011 between EOG Resources, Inc. as "Shipper" and ETC Texas Pipeline, LTD. as "Gatherer" being identified as Contract Number 9159-100 except to the extent it directly relates to (i) that certain Individual Transaction Confirmation to Gathering and Processing Agreement between EOG Resources, Inc. and ETC Texas pipeline, LTD dated effective October 1, 2013 referenced by Individual Transaction Number "9159-107" as amended the First Amendment to Individual Transaction Confirmation dated effective October 1, 2014 and by the Second Amendment to Individual Transaction Confirmation dated effective March 1, 2015, and (ii) the Subject Assets.

State of Texas
County of Leon
I, Christie Wakefield, County Clerk of Leon County, Texas, do hereby certify that this document is a true and correct copy of the original record on file and/or of record in Vol. 1668, Page 871 Official Records of Leon County, Texas. Witness my hand and official seal of office, the 29 day of June, 2016.
CHRISTIE WAKEFIELD, County Clerk,
Leon County, Texas
By _____ Deputy
AMY KAISER

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~~FD~~ 9152

Madison County

Doc 99040 Bk OR Vol 1541 Pg 7

MF
115444
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117004

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

ASSIGNMENT, ASSUMPTION AND BILL OF SALE

eff 4/1/16

THIS ASSIGNMENT, ASSUMPTION and BILL OF SALE (this "***Assignment***") from **EOG RESOURCES, INC.**, a Delaware corporation , with offices at 6101 South Broadway, Suite 200, Tyler, Texas 75703 (herein called "***Assignor***"), to **Hawkwood Energy East Texas, LLC**, a Delaware limited liability company, whose address is 4582 South Ulster Street, Suite 500, Denver, Colorado 80237 (herein called "***Assignee***"), is delivered to be effective as of 7:00 a.m. Central Time on **April 1, 2016** (the "***Effective Time***").

WHEREAS, this Assignment is being delivered pursuant to the terms of that certain Purchase and Sale Agreement dated as of May 18, 2016, between Assignor and Assignee, as amended (the "***Purchase Agreement***");

WHEREAS, any capitalized terms used, but not otherwise defined herein shall have the meanings attributed to them in the Purchase Agreement.

NOW, THEREFORE, for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the other terms and provisions hereof, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, effective as of the Effective Time, all of Assignor's right, title, and interest, in and to the following (such rights, titles and interests are collectively referred to herein as the "***Properties***"):

(i) the oil and gas leases, leasehold interests, and other rights and interests described in **Exhibit A** attached hereto (the "***Leases***"), including, without limitation, any rights granted under such Leases relating to frac ponds;

(ii) the wells (whether active, inactive, producing, or temporarily or permanently plugged and abandoned), including water wells, located on the lands covered by the Leases or allocable to the Leases, including, without limitation, those described on **Exhibit B**;

(iii) the rights-of-way, easements, licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature (including, without limitation, those easements and rights-of-way described in **Exhibit C**) to the extent relating to the Leases;

(iv) the equipment (including, without limitation, the material items of equipment described on **Exhibit D**), materials, fixtures, and improvements located on the lands covered by the Leases as of the Effective Time, appurtenant thereto, or used or obtained in connection with the Leases or with the production, treatment, sale, or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and other appurtenances thereunto belonging, other than leased equipment located on the Leases;

(v) the unitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or which relate to units or wells located on the lands covered by the Leases, including the units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title, and interest created thereby in the Leases;

(vi) gas purchase contracts, product purchase and sale agreements, gas gathering agreements, and gas processing agreements related to the Leases, and any other contracts or agreements, to the extent related to the interests described in subparts (i)-(v) above (to the extent any of the same are assignable); and

(vii) subject to Assignor's co-ownership interest as set forth in the definition of Excluded Assets, any raw data and analysis in which Assignor owns any right, title or

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interest as of the Closing Date that has been derived from testing core samples for the wells included in the Subject Assets.

Notwithstanding anything herein to the contrary, the Properties shall not include or be deemed to include any Excluded Assets. For the purposes hereof, the term "***Excluded Assets***" means (i) all of Assignor's corporate minute books and corporate financial records that relate to Assignor's business generally; (ii) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Properties with respect to any period of time prior to the Effective Time; (iii) all claims and causes of action of Assignor arising under or with respect to any contracts included in the Properties that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (iv) all rights and interests of Assignor under any policy or agreement of insurance, under any bond, or to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property; (v) all claims of Assignor for refunds of, credits attributable to, or loss carry forwards with respect to taxes attributable to any period (or portion thereof) prior to the Effective Time; (vi) all documents and instruments of Assignor that are protected by legal privilege (except for title opinions); (vii) all data and contracts that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties; (viii) all audit rights arising under any of the contracts or otherwise with respect to any period prior to the Effective Time; (ix) all geophysical and other seismic and related technical data and information relating to the Properties; (xi) any physical core samples for the wells included in the Properties, and with regard to any analysis of any of such core samples to which Assignor owns any right, title or interest, Assignor shall retain and reserve a co-interest in and to such core analysis (and Assignor shall have no restrictions on Assignor's post-Closing ability to use or dispose of such core analysis); and (xii) any assets described in **Exhibit E**.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights, privileges and appurtenances in anywise belonging thereto, unto Assignee, its successors and assigns, forever. Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular title to the Properties, unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise, and subject to any Permitted Encumbrances (as defined in the Purchase Agreement) and subject to the terms and provisions of the Purchase Agreement. **EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS, IMPLIED OR STATUTORY, AND ANY SUCH WARRANTY IS HEREBY EXPRESSLY DISCLAIMED AND NEGATED.**

ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY THE APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW, RULE OR ORDER.

EXCEPT AS EXPRESSLY OTHERWISE SET FORTH IN THE PURCHASE AGREEMENT AND EXCEPT WITH REGARD TO THE SPECIAL WARRANTY OF TITLE ABOVE, ALL OF THE PROPERTIES ARE SOLD TO, AND ACCEPTED BY, ASSIGNEE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND CONDITION, WITHOUT RECOURSE, COVENANT OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY; AND ASSIGNOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES, OR ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY OR REPRESENTATION OR WARRANTY WHATSOEVER. ASSIGNEE ALSO HEREBY ACKNOWLEDGES THAT IT HAS MADE SUCH INSPECTIONS OF THE PROPERTIES AS IT DEEMS NECESSARY, AND IS SATISFIED AS TO THEIR CONDITION.

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THIS ASSIGNMENT IS MADE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, WHICH TERMS AND CONDITIONS ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE, INCLUDING, WITHOUT LIMITATION, WITH REGARD TO ASSIGNEE'S ASSUMPTION AND INDEMNIFICATION OBLIGATIONS, AND ASSIGNOR'S DISCLAIMERS, UNDER THE PURCHASE AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, ASSIGNEE HEREBY (a) ASSUMES AND AGREES TO BE BOUND BY THE TERMS OF THE LEASES INSOFAR AS THE LEASES COVER OR RELATE TO THE HEREIN ASSIGNED PROPERTIES, AND (b) ASSUMES ALL OTHER ASSUMED OBLIGATIONS AND OTHER LIABILITIES ASSUMED BY ASSIGNEE IN AND UNDER THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN SECTION 13 OF THE PURCHASE AGREEMENT.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon Assignor and Assignee, and their respective successors and assigns.

This Assignment may be executed in several original counterparts, each of which counterparts shall be deemed to be an original for all purposes, and all such counterparts together shall constitute one and the same instrument.

This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas, without regard to the principles of conflicts of laws thereof.

[Signature Pages Follow]

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EXECUTED on the date set forth below in the respective acknowledgments, but effective for all purposes as of the Effective Time.

ASSIGNOR:

EOG RESOURCES, INC.

By: _____
Name: Michael L. Brooks
Title: Agent and Attorney-in-Fact

ASSIGNEE:

HAWKWOOD ENERGY EAST TEXAS, LLC

By: _____
Name: Patrick R. Oenbring
Title: Chairman & CEO

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THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 18th day of May, 2016, by Michael L. Brooks, Agent and Attorney-in-Fact of **EOG RESOURCES, INC.**, a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

VICKIE J KING
Notary ID# 308815-2
My Commission Expires
October 17, 2017

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 18th day of May, 2016, by Patrick R. Oenbring, Chairman & CEO of **Hawkwood Energy East Texas, LLC** , a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Notary Public, State of Texas
My Commission Expires
October 17, 2017

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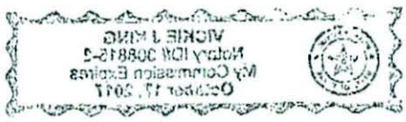

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EXHIBIT A

Oil and Gas Interests – Leases

See attached:

****
****

THIS IS ADDED
FOR
SCANNING PURPOSES
ONLY

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EOG Lease No.	Lessor	Lessee	County	Volume	Page	Effective Date	Gross Ac.
0176431/000	MARVIN DANIEL BYRD ET UX	ISTROUMA RESOURCES INC	LEON	1433	811	3/16/2010	248.475
0176460/001	ALICE M GRIFFITH	ISTROUMA RESOURCES INC	LEON	1435	45	4/9/2010	1327.72
0176460/002	DOROTHY P MANSEL-MEJORADO	EOG RESOURCES INC	LEON	1544	330	1/15/2013	34
0176460/003	TEXAS DIAMOND TOOLS INC	EOG RESOURCES INC	LEON	1549	80	1/24/2013	29.948
0176460/004	GEORGE C NEALE	EOG RESOURCES INC	LEON	1619	386	10/1/2014	1550.02
0176460/005	JOE F CANTERBURY JR	EOG RESOURCES INC	LEON	1619	396	10/15/2014	1550.02
0176460/006	DR JANET M CANTERBURY	EOG RESOURCES INC	LEON	1619	392	10/15/2014	1550.02
0176460/007	TERRY JOE COOK	EOG RESOURCES INC	LEON	1623	392	10/1/2014	1550.02
0176460/008	JOHN H MOON	EOG RESOURCES INC	LEON	1623	396	10/1/2014	1550.02
0176590/001	ALICE M GRIFFITH	ISTROUMA RESOURCES INC	LEON	1435	39	5/13/2010	320
0177309/002	CATHERINE EASLEY GRANT	EOG RESOURCES INC	LEON	1611	922	9/5/2014	50
0177328/002	BILLY F BOUNDS	ISTROUMA RESOURCES INC	LEON	1516	562	4/12/2012	46.4
0177328/003	VIRGINIA BOUNDS OWENS	ISTROUMA RESOURCES INC	LEON	1516	572	4/4/2012	46.4
0177328/004	EMILIE ANNE JONES	ISTROUMA RESOURCES INC	LEON	1517	744	4/25/2012	46.4
0177328/005	JOHN POWELL	ISTROUMA RESOURCES INC	LEON	1521	653	5/31/2012	46.4
0177328/006	BRUCE EDWARD POWELL	ISTROUMA RESOURCES INC	LEON	1521	651	5/31/2012	46.4
0177328/007	KAY SHARON HAESEMEYER	ISTROUMA RESOURCES INC	LEON	1521	649	5/31/2012	46.4
0177329/001	ROYCE G SHAW ET UX	ISTROUMA RESOURCES INC	LEON	1453	397	10/18/2010	424.684
0177329/002	SETH THOMAS TAYLOR	BASIN ET ENERGY LLC	LEON	1422	833	7/21/2009	34.066
0177348/001	BRENDA GREEN	ISTROUMA RESOURCES INC	LEON	1450	837	10/25/2010	92.692
0177348/002	MILTON NEWSOM	ISTROUMA RESOURCES INC	LEON	1450	835	10/25/2010	129.692
0177348/003	ESTATE OF MELVIN J WIEGHAT	ISTROUMA RESOURCES INC	LEON	1450	833	10/25/2010	42.014
0177348/004	TROY M FRANKS ET UX	ISTROUMA RESOURCES INC	LEON	1450	845	2/4/2011	59.014
0177348/005	AVA WILSON	ISTROUMA RESOURCES INC	LEON	1453	392	10/25/2010	129.692
0177348/006	JACK & WANDA HOOGTERP FAMILY TRUST	ISTROUMA RESOURCES INC	LEON	1463	226	1/5/2011	75.986
0177348/007	ROGER W HOOGTERP ET UX	ISTROUMA RESOURCES INC	LEON	1463	224	1/5/2011	16.706
0177348/008	ADRIAN NEWSOM	ISTROUMA RESOURCES INC	LEON	1471	685	3/21/2011	129.692
0177348/009	CHARLES BLACK ET UX	EOG RESOURCES INC	LEON	1617	20	9/23/2014	17
0177349/001	CARL DUANE HENRY	ISTROUMA RESOURCES INC	LEON	1450	847	10/18/2010	164.8
0177377/000	WALTER R HODGES	ISTROUMA RESOURCES INC	LEON	1453	390	4/22/2011	39.34
0177378/000	GARY J GOLDEN	ISTROUMA RESOURCES INC	LEON	1450	831	10/29/2010	1.67
0177467/003	RAHAN LLC	ISTROUMA RESOURCES INC	LEON	1465	926	1/19/2011	344.65
0177467/005	RUTH W PFEIFFER	ISTROUMA RESOURCES INC	LEON	1476	635	5/31/2011	375.125
0177467/007	RUSSELL G BROECKELMANN ET UX	EOG RESOURCES INC	LEON	1588	141	1/16/2014	120.6
0177467/008	TEMA FUND I LP	EOG RESOURCES INC	LEON	1609	395	6/20/2014	344.65
0177468/000	SYBIL A UPTON	ISTROUMA RESOURCES INC	LEON	1463	229	4/29/2011	138.99
0177493/001	LEO BATSON ET UX	ISTROUMA RESOURCES INC	LEON	1463	234	1/17/2011	246.985
0177573/001	CLEVE PAYNE BATSON JR	ISTROUMA RESOURCES INC	LEON	1463	220	1/21/2011	318.28
0177573/002	STEVE TORNO ET UX	ISTROUMA RESOURCES INC	LEON	1478	544	5/26/2011	318.28

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0177573/003	VONDA CRAVEY ET VIR	ISTROUMA RESOURCES INC	LEON	1478	542	5/26/2011	318.28
0177573/004	BRIAN JONES	ISTROUMA RESOURCES INC	LEON	1478	512	6/1/2011	318.28
0177573/005	GLENN JONES ET UX	ISTROUMA RESOURCES INC	LEON	1478	514	5/31/2011	318.28
0177573/006	CODY FREE ET UX	ISTROUMA RESOURCES INC	LEON	1484	913	6/15/2011	318.28
0177573/007	DAVID W FREE ET UX	ISTROUMA RESOURCES INC	LEON	1484	915	6/15/2011	318.28
0177573/008	JAMES W WILSON ET UX	ISTROUMA RESOURCES INC	LEON	1478	520	5/26/2011	318.28
0177573/009	MCNEASE GRANDCHILDRENS TRUST	ISTROUMA RESOURCES INC	LEON	1478	516	6/15/2011	318.28
0177573/010	TONY S BOYKIN ET UX	ISTROUMA RESOURCES INC	LEON	1507	277	2/8/2012	318.28
0177573/014	ELEANOR CLARK	EOG RESOURCES INC	LEON	1554	812	4/18/2013	81
0177573/016	DELL TERRY RANCH LP	EOG RESOURCES INC	LEON	1555	499	4/18/2013	81
0177573/017	JOEL E LANE	EOG RESOURCES INC	LEON	1558	836	5/9/2013	81
0177573/018	MIGNON LANE LAMBERT FAMILY PARTNERSHIP	EOG RESOURCES INC	LEON	1562	458	5/13/2013	81
0177573/019	JOHN CECIL CULPEPPER III	EOG RESOURCES INC	LEON	1571	611	8/27/2013	464.483
0177573/020	SANDRA J MULLENAX	EOG RESOURCES INC	LEON	1591	503	2/18/2014	1102.38
0177573/021	JBL ROYALTY COMPANY LLC	EOG RESOURCES INC	LEON	1591	507	2/18/2014	1102.38
0177573/022	MANSEL W STANDLEY	EOG RESOURCES INC	LEON	1601	755	6/5/2014	45
0177573/023	SMOKER ENERGY LLC	EOG RESOURCES INC	LEON	1609	405	6/20/2014	1920.66
0177573/024	GOREE OIL & GAS LLC	EOG RESOURCES INC	LEON	1609	409	6/20/2014	1920.66
0177573/025	WILLIAM H HIGHTOWER JR ET UX	EOG RESOURCES INC	LEON	1609	413	6/20/2014	1920.66
0177573/026	DALTON H COBB JR ET UX	EOG RESOURCES INC	LEON	1609	417	6/20/2014	1920.66
0177573/027	OAK VALLEY MINERAL AND LAND LP	EOG RESOURCES INC	LEON	1609	401	6/20/2014	1920.66
0177573/028	RYAN HIGHTOWER	EOG RESOURCES INC	LEON	1609	397	6/20/2014	1920.66
0177573/029	J HIRAM MOORE LTD	EOG RESOURCES INC	LEON	1609	391	6/20/2014	1920.66
0177573/030	LAZY BACKWARDS S LTD	EOG RESOURCES INC	LEON	1609	387	6/20/2014	1920.66
0177573/031	US MINERALS II LLC	EOG RESOURCES INC	LEON	1626	439	9/8/2014	54.197
0177655/001	LEO BATSON ET UX	ISTROUMA RESOURCES INC	LEON	1465	923	1/25/2011	154.78
0177670/001	ROYCE G SHAW ET UX	ISTROUMA RESOURCES INC	LEON	1468	879	2/2/2011	525.834
0177670/002	TOM G HOLMES ET UX	ISTROUMA RESOURCES INC	LEON	1466	5	2/24/2011	64.496
0177670/003	VICTOR HILLMAN ET UX	ISTROUMA RESOURCES INC	LEON	1468	886	2/23/2011	64.496
0177670/004	SARAH H JACKSON ET AL	DIXON SERVICES INC	LEON	1504	715	10/24/2011	101.5
0177670/005	PEGGY JACKSON	DIXON SERVICES INC	LEON	1504	713	10/24/2011	101.5
0177670/006	TIMOTHY L BUSBY	DIXON SERVICES INC	LEON	1504	655	10/25/2011	256.644
0177670/007	VICTOR HILLMAN ET UX	EOG RESOURCES INC	LEON	1597	652	5/8/2014	20.078
0177670/008	ROYCE G SHAW ET UX	EOG RESOURCES INC	LEON	1597	654	5/8/2014	20.078
0177670/009	LL MURFF INTERESTS LLC	EOG RESOURCES INC	LEON	1597	656	5/8/2014	20.078
0177670/010	GLENN JONES ET UX	EOG RESOURCES INC	LEON	1599	862	5/7/2014	20.078
0177670/011	NELL HOPE BURKE	EOG RESOURCES INC	LEON	1608	86	7/30/2014	36.393
0177670/012	TEMA FUND I LP	EOG RESOURCES INC	LEON	1610	330	8/20/2014	20.078
0177716/002	DONALD LEWIS KILLEN JR	ISTROUMA RESOURCES INC	LEON	1487	783	8/17/2011	14.85
0177716/003	PENNY TODD	ISTROUMA RESOURCES INC	LEON	1499	881	11/17/2011	16.38
0177716/004	TIMOTHY J TURNER	ISTROUMA RESOURCES INC	LEON	1499	887	11/17/2011	16.38

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0177716/005	LENA STRICKLAND	EOG RESOURCES INC	LEON	1612	923	9/11/2014	16.38
0177862/002	KARL A WHORLEY ET UX	ISTROUMA RESOURCES INC	LEON	1472	910	4/15/2011	11.001
0177862/006	LARRY W MORGAN ET UX	ISTROUMA RESOURCES INC	LEON	1476	628	5/19/2011	11.47
0177862/009	LARRY W MORGAN (VLB)	ISTROUMA RESOURCES INC	LEON	1478	498	5/19/2011	13
0177862/010	HARLON SANDERS ET UX	ISTROUMA RESOURCES INC	LEON	1484	923	8/22/2011	12.428
0177862/011	RONALD IRWIN ET UX	ISTROUMA RESOURCES INC	LEON	1485	3	8/24/2011	93
0177862/013	JOHN J & JOYCE E MILLER REV LIV TR	ISTROUMA RESOURCES INC	LEON	1487	772	9/15/2011	13.001
0177862/015	JERRY L SMITH ET UX	ISTROUMA RESOURCES INC	LEON	1487	791	9/7/2011	10.47
0177862/016	GRACIANO M SANCHEZ ET UX	ISTROUMA RESOURCES INC	LEON	1487	793	9/9/2011	13.79
0177862/017	EMERAN G BOEHN ET UX	ISTROUMA RESOURCES INC	LEON	1487	813	9/13/2011	12.97
0177862/018	MONA MARSHALL RICE	ISTROUMA RESOURCES INC	LEON	1487	811	9/16/2011	25.95
0177862/021	DONNA M CLAMPITTE (VLB)	ISTROUMA RESOURCES INC	LEON	1490	632	6/1/2011	13
0177862/029	DONNA M CLAMPITTE	EOG RESOURCES INC	LEON	1616	563	7/18/2014	4.173
0177862/030	DONNA M CLAMPITTE	EOG RESOURCES INC	LEON	1618	908	11/13/2014	8.73
0177909/001	JASON ELLISON	ISTROUMA RESOURCES INC	LEON	1471	687	3/23/2011	165.6
0177909/002	MARIE VICK GEELAN	ISTROUMA RESOURCES INC	LEON	1471	691	3/29/2011	163
0177909/003	PATRICIA ANN ELLISON WILLIAMS	ISTROUMA RESOURCES INC	LEON	1471	689	3/23/2011	163
0177955/003	SPENCER BLAIR	ISTROUMA RESOURCES INC	LEON	1472	917	4/11/2011	100
0177955/004	W T BLAIR	ISTROUMA RESOURCES INC	LEON	1472	913	4/11/2011	100
0177955/005	CANDICE BENNETT	ISTROUMA RESOURCES INC	LEON	1472	915	4/11/2011	100
0177955/006	KEITH N STAFFORD	DIXON SERVICES INC	LEON	1504	761	9/6/2011	117
0177955/007	LINDA S LEJUENE	DIXON SERVICES INC	LEON	1504	727	9/6/2011	117
0177991/001	JAMIE SHAW ET UX	ISTROUMA RESOURCES INC	LEON	1474	747	3/23/2011	129.82
0177991/002	FREIDA H STROUD	EOG RESOURCES INC	LEON	1558	830	4/30/2013	63.4
0177991/003	RICHARD B HARRIS	EOG RESOURCES INC	LEON	1558	828	4/30/2013	63.4
0177991/004	DEBRA CALLISON	EOG RESOURCES INC	LEON	1560	290	4/30/2013	63.4
0177991/005	CYNTHIA KAY BUSBY	EOG RESOURCES INC	LEON	1560	288	5/30/2013	63.4
0177994/001	LARRY BROCK RODDEY	ISTROUMA RESOURCES INC	LEON	1472	906	7/30/2011	100
0177994/002	RICHARD ALANDO RODDEY	ISTROUMA RESOURCES INC	LEON	1476	617	7/30/2011	100
0177994/003	EDWARD LOUIS RODDEY	ISTROUMA RESOURCES INC	LEON	1478	540	10/20/2011	100
0178026/001	W T BLAIR	ISTROUMA RESOURCES INC	LEON	1474	741	5/11/2011	7
0178026/002	SPENCER BLAIR	ISTROUMA RESOURCES INC	LEON	1474	743	5/11/2011	7
0178026/003	CANDICE BENNETT	ISTROUMA RESOURCES INC	LEON	1474	745	5/11/2011	7
0178065/001	CHARLES B BEARD	ISTROUMA RESOURCES INC	LEON	1476	624	5/24/2011	40
0178065/002	BEN TISINGER BEARD	ISTROUMA RESOURCES INC	LEON	1478	532	5/24/2011	40
0178067/001	RONALD JOE HARRINGTON ET UX	ISTROUMA RESOURCES INC	LEON	1476	615	5/12/2011	85.069
0178115/000	BILLY L REDMON	ISTROUMA RESOURCES INC	LEON	1478	546	6/16/2011	140.167
0178116/001	CARILYN PENNINGTON	ISTROUMA RESOURCES INC	LEON	1478	534	5/20/2011	100
0178116/002	MARGUERITE ALINE MEEKS	ISTROUMA RESOURCES INC	LEON	1478	538	5/20/2011	100
0178132/010	CHERYL ANN FARRIS	ISTROUMA RESOURCES INC	LEON	1490	654	10/17/2011	189.5
0178132/011	WILL FORD JR	ISTROUMA RESOURCES INC	LEON	1490	646	10/4/2011	189.5
0178132/013	NANCY ANN FARRIS	ISTROUMA RESOURCES INC	LEON	1490	656	10/4/2011	189.5

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0178132/014	ELIZABETH MARGARET HENDRICKS	ISTROUMA RESOURCES INC	LEON	1490	658	10/4/2011	189.5
0178132/015	LEELAND COOPER FORD	ISTROUMA RESOURCES INC	LEON	1490	660	10/4/2011	189.5
0178132/016	BOB LAWRENCE FORD	ISTROUMA RESOURCES INC	LEON	1490	662	10/4/2011	189.5
0178132/017	GOODMAN FAMILY TRUST	ISTROUMA RESOURCES INC	LEON	1494	55	10/24/2011	189.5
0178132/019	PHILLIP STEVEN FORD	ISTROUMA RESOURCES INC	LEON	1494	47	10/4/2011	189.5
0178132/020	K M FAGIN OIL TRUST	ISTROUMA RESOURCES INC	LEON	1497	238	10/21/2011	405.5
0178132/021	PATRICIA A LANCASTER	ISTROUMA RESOURCES INC	LEON	1499	871	12/7/2011	189.5
0178132/022	HORACE C HARGRAVE JR	ISTROUMA RESOURCES INC	LEON	1499	867	12/7/2011	189.5
0178132/023	JOAN DIXON SCLATER	ISTROUMA RESOURCES INC	LEON	1504	808	1/6/2012	189.5
0178132/024	WILLIAM T HAYNES	ISTROUMA RESOURCES INC	LEON	1508	621	12/12/2011	189.5
0178132/025	ROBERT H GRUY	ISTROUMA RESOURCES INC	LEON	1516	584	4/19/2012	189.5
0178132/026	WILLIAM ALAN GRUY	ISTROUMA RESOURCES INC	LEON	1517	755	4/19/2012	189.5
0178132/027	JANET M GRUY WINTER	ISTROUMA RESOURCES INC	LEON	1521	659	4/19/2012	189.5
0178132/028	GARY MARK LONGENBAUGH	EOG RESOURCES INC	LEON	1610	385	7/9/2014	392.37
0178132/029	GREGORY T LONGENBAUGH JR	EOG RESOURCES INC	LEON	1613	5	7/9/2014	392.37
0178162/001	LESTER B GRIGORY ET UX	ISTROUMA RESOURCES INC	LEON	1478	524	6/7/2011	101.5
0178162/002	THOMAS FRANKLIN WALKER	ISTROUMA RESOURCES INC	LEON	1482	814	7/15/2011	101.5
0178162/003	MONA DELL SKAINS	ISTROUMA RESOURCES INC	LEON	1482	816	7/15/2011	101.5
0178162/004	JEANETTE WALKER PENDLETON	ISTROUMA RESOURCES INC	LEON	1485	17	7/15/2011	101.5
0178162/005	STEPHEN GAY WALKER	ISTROUMA RESOURCES INC	LEON	1485	23	7/15/2011	101.5
0178162/006	ERNEST DAYTON WALKER	ISTROUMA RESOURCES INC	LEON	1485	27	7/15/2011	101.5
0178162/007	ELISHA GAYLAND WALKER	ISTROUMA RESOURCES INC	LEON	1485	21	7/15/2011	101.5
0178162/011	SANDRA VALENTINE CORKRAN	ISTROUMA RESOURCES INC	LEON	1484	921	7/15/2011	101.5
0178162/012	DINA J WALKER	ISTROUMA RESOURCES INC	LEON	1485	9	7/15/2011	101.5
0178162/013	LISA HOPE WALKER	ISTROUMA RESOURCES INC	LEON	1485	7	7/15/2011	101.5
0178162/014	SHAWN RICHARDSON	ISTROUMA RESOURCES INC	LEON	1487	761	7/15/2011	101.5
0178162/015	CHRISTOPHER LYLE WALKER	ISTROUMA RESOURCES INC	LEON	1487	763	7/15/2011	101.5
0178162/016	BARBARA JANE WALKER	ISTROUMA RESOURCES INC	LEON	1521	639	4/9/2012	101.5
0178162/017	KEVIN GEORGE WALKER	ISTROUMA RESOURCES INC	LEON	1521	641	4/9/2012	101.5
0178162/020	LIGHTHOUSE POINT LLC	EOG RESOURCES INC	LEON	1578	155	9/12/2013	101.5
0178162/021	REBECCA GANN	EOG RESOURCES INC	LEON	1588	165	1/29/2014	101.5
0178162/022	BRADLEY GANN	EOG RESOURCES INC	LEON	1591	142	1/29/2014	101.5
0178162/023	VICKI D GANN LIFE ESTATE	EOG RESOURCES INC	LEON	1595	794	3/19/2014	101.5
0178264/000	HOPEWELL CEMETERY ASSOCIATION	ISTROUMA RESOURCES INC	LEON	1481	516	6/27/2011	6.517
0178289/000	RITA COOPER ET AL	ISTROUMA RESOURCES INC	LEON	1482	839	7/26/2011	43.46
0178291/000	GLORIA WARD ET VIR	ISTROUMA RESOURCES INC	LEON	1482	843	8/4/2011	10
0178292/000	BILLY RAY MILLER JR ET UX	ISTROUMA RESOURCES INC	LEON	1482	845	7/1/2011	50.94
0178298/000	WILEY B COURTNEY SR REV LIV TR	ISTROUMA RESOURCES INC	LEON	1482	830	7/5/2011	20
0178299/000	WILEY B COURTNEY	ISTROUMA RESOURCES INC	LEON	1482	828	7/11/2011	20
0178312/000	OLA MAE JACKSON	ISTROUMA RESOURCES INC	LEON	1482	812	8/8/2011	8.19
0178313/000	HEARTLINES N&S LP ET AL	ISTROUMA RESOURCES INC	LEON	1482	852	7/6/2011	7.27

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0178314/001	LESTER B GRIGORY ET UX	ISTROUMA RESOURCES INC	LEON	1482	820	6/30/2011	37.677
0178314/002	MYRON MALONE HARRIS ET UX	ISTROUMA RESOURCES INC	LEON	1490	28	9/9/2011	74.877
0178314/003	NORRIS M HARRIS ET UX	ISTROUMA RESOURCES INC	LEON	1490	24	9/9/2011	37.677
0178314/007	TEMA FUND I L P	EOG RESOURCES INC	LEON	1560	294	5/28/2013	690.551
0178314/008	CLIFFORD LITTLETON BROWN III	EOG RESOURCES INC	LEON	1567	873	6/17/2013	189.263
0178314/009	STEPHEN REEVES	EOG RESOURCES INC	LEON	1567	876	7/15/2013	256.644
0178314/010	BROOKS PETROLEUM COMPANY	EOG RESOURCES INC	LEON	1571	614	7/9/2013	256.644
0178314/011	ED GUINN	EOG RESOURCES INC	LEON	1572	828	6/12/2013	56.311
0178314/012	JOHN V NICHOLSON	EOG RESOURCES INC	LEON	1583	272	10/15/2013	256.644
0178314/014	NANCY POLLAN MORTON	EAST TEXAS OIL & GAS LLC	LEON	1397	776	4/23/2009	256.644
0178328/001	VELMA MORALES ET VIR	ISTROUMA RESOURCES INC	LEON	1485	13	7/14/2011	17.02
0178328/002	POLLY J HANNON	ISTROUMA RESOURCES INC	LEON	1484	925	8/11/2011	17.02
0178329/001	ERNEST DAYTON BURNS ET UX	ISTROUMA RESOURCES INC	LEON	1482	810	7/6/2011	19.5
0178329/002	CLIFFORD D BURNS	EOG RESOURCES INC	LEON	1567	878	7/23/2013	11.5
0178329/003	MILTON WIESE	EOG RESOURCES INC	LEON	1568	335	7/16/2013	11.5
0178329/004	ALLEN WITT ET AL	EOG RESOURCES INC	LEON	1574	9	8/26/2013	11.5
0178329/005	CLIFFORD MARTEL BURNS	EOG RESOURCES INC	LEON	1578	158	8/26/2013	11.5
0178329/006	SALLY RAY	EOG RESOURCES INC	LEON	1594	137	3/25/2014	15.5
0178329/007	CLAY JASON BURNS	EOG RESOURCES INC	LEON	1594	135	3/25/2014	15.5
0178329/008	ALLEN WITT ET AL	EOG RESOURCES INC	LEON	1594	126	2/28/2014	4
0178329/009	CLIFFORD MARTEL BURNS	EOG RESOURCES INC	LEON	1594	141	2/28/2014	4
0178329/010	VELMA BURNS MORALES	EOG RESOURCES INC	LEON	1595	783	3/25/2014	15.5
0178329/011	POLLY BURNS HANNON	EOG RESOURCES INC	LEON	1597	648	3/25/2014	15.5
0178329/012	OMA MARIE BURNS OWENS	EOG RESOURCES INC	LEON	1609	209	7/9/2014	15.5
0178329/013	JESSE KEATON BURNS	EOG RESOURCES INC	LEON	1609	207	7/9/2014	15.5
0178329/014	MARY NELL BURNS OWENS	EOG RESOURCES INC	LEON	1609	211	7/9/2014	15.5
0178329/015	CONNIE A BURNS	EOG RESOURCES INC	LEON	1609	222	7/3/2014	15.5
0178329/016	JAMES VERLON BURNS	EOG RESOURCES INC	LEON	1609	220	7/9/2014	15.5
0178329/017	BILLY FRANK BURNS	EOG RESOURCES INC	LEON	1609	224	7/3/2014	15.5
0178329/018	ELIZABETH ANN BURNS STEGALL	EOG RESOURCES INC	LEON	1609	228	7/9/2014	15.5
0178329/019	JENNIFER DAWN BURNS WOLFORD	EOG RESOURCES INC	LEON	1612	23	7/9/2014	15.5
0178329/020	JACK HENRY BURNS	EOG RESOURCES INC	LEON	1615	160	7/9/2014	15.5
0178330/001	ROYCE R SKELTON ET UX	ISTROUMA RESOURCES INC	LEON	1485	15	8/16/2011	10.002
0178331/001	WILLIAM R MILSTEAD ET UX	ISTROUMA RESOURCES INC	LEON	1485	25	8/11/2011	22.03
0178335/001	LARRY WELLS ET UX	ISTROUMA RESOURCES INC	LEON	1485	11	8/11/2011	48.714
0178336/001	MILDRED PYLE WALKER	GONDAL MULLENAX	LEON	1399	533	6/2/2009	526.986
0178336/002	CALVIN FULLER ET UX	GONDAL MULLENAX	LEON	1400	800	6/20/2009	33.73
0178336/003	STANTON L ROGERS ET UX	GONDAL MULLENAX	LEON	1400	924	6/20/2009	22.063
0178336/005	GLOYD D ANDERSON ET UX	GONDAL MULLENAX	LEON	1402	319	6/25/2009	72.498
0178336/006	MARY F FULLER	GONDAL MULLENAX	LEON	1400	797	6/20/2009	20.66
0178336/007	JOE GONZALES	ISTROUMA RESOURCES INC	LEON	1493	928	11/22/2011	20
0178336/008	KARL D COOPER JR ET UX	ISTROUMA RESOURCES INC	LEON	1494	1	11/17/2011	15.82

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0178336/009	PAUL HINTON ET UX	ISTROUMA RESOURCES INC	LEON	1499	835	11/21/2011	40.007
0178336/010	JOSEPH EDWARDS WILLIAMS	ISTROUMA RESOURCES INC	LEON	1499	879	12/2/2011	38.082
0178336/011	LINDA MARIE MASTERS	ISTROUMA RESOURCES INC	LEON	1499	883	12/2/2011	38.082
0178336/012	JAMES MICHAEL SORRELLS ET UX	ISTROUMA RESOURCES INC	LEON	1499	885	12/1/2011	20.186
0178336/013	JAMES W WILSON	ISTROUMA RESOURCES INC	LEON	1501	800	11/18/2011	6.144
0178336/014	PAULA FAYE SORRELLS BEENE	ISTROUMA RESOURCES INC	LEON	1504	803	12/8/2011	20.186
0178336/015	CHERYL L GRAHAM	ISTROUMA RESOURCES INC	LEON	1510	47	1/19/2012	14.229
0178336/016	DONALD JOE SORRELLS	ISTROUMA RESOURCES INC	LEON	1513	285	3/28/2012	20.186
0178336/017	CINDY LOCKMAN	ISTROUMA RESOURCES INC	LEON	1513	283	3/28/2012	20.186
0178336/018	BILLIE MOSS BOULDIN	EOG RESOURCES INC	LEON	1603	767	6/5/2014	33.73
0178336/019	THOMAS W GALLIER ET UX	EOG RESOURCES INC	LEON	1615	136	8/26/2014	14.229
0178352/001	RUBLE DANIEL LAMB ET UX	INSTROUMA RESOURCES INC	LEON	1485	1	8/22/2011	92.065
0178353/000	HAZEL HUTCHINS HOLDER	ISTROUMA RESOURCES INC	LEON	1484	927	7/11/2011	2.37
0178354/000	POLLY J HANNON ET VIR	ISTROUMA RESOURCES INC	LEON	1485	5	8/11/2011	1.48
0178372/001	RUSSELL JOSEPH STOCKMAN ET UX	ISTROUMA RESOURCES INC	LEON	1487	776	8/26/2011	123.4
0178389/000	WILLIAM C RICE ET UX	ISTROUMA RESOURCES INC	LEON	1487	765	8/26/2011	51.36
0178391/001	BILLIE MOSS BOULDIN	ISTROUMA RESOURCES INC	LEON	1487	770	8/30/2011	49.99
0178393/001	SUSAN COFFMAN FKA SUSAN COLEMAN COFFMAN	ISTROUMA RESOURCES INC	LEON	1487	785	9/15/2011	101.5
0178393/002	DEBORAH COLEMAN HARRIS	ISTROUMA RESOURCES INC	LEON	1487	788	9/15/2011	101.5
0178393/003	PATRICIA THOMPSON MCLEOD	ISTROUMA RESOURCES INC	LEON	1487	778	9/15/2011	101.5
0178393/004	LINDA K HARVELL	ISTROUMA RESOURCES INC	LEON	1499	837	11/30/2011	101.5
0178394/000	HOUSTON CATES	ISTROUMA RESOURCES INC	LEON	1487	781	8/26/2011	0.756
0178395/001	NORINE LYNN HARRIS	ISTROUMA RESOURCES INC	LEON	1490	26	9/9/2011	18.634
0178408/000	MARY BETTY HAYES	ISTROUMA RESOURCES INC	LEON	1487	799	8/24/2011	197.75
0178409/001	BERTRAM LEE BRUTON ET UX	ISTROUMA RESOURCES INC	LEON	1487	797	9/14/2011	160
0178409/002	BETTY LOU THACKERSON	ISTROUMA RESOURCES INC	LEON	1487	795	9/14/2011	160
0178409/003	CAROLYN HUGHES	ISTROUMA RESOURCES INC	LEON	1487	807	9/14/2011	160
0178409/004	JUDY P ROBERT	ISTROUMA RESOURCES INC	LEON	1511	220	1/23/2012	160
0178409/005	LEE ANN PALMER	ISTROUMA RESOURCES INC	LEON	1511	218	1/11/2012	160
0178409/006	SUSAN EVERMON	DIXON SERVICES INC	LEON	1504	667	10/18/2011	160
0178409/007	ROBERT SANDERFORD	DIXON SERVICES INC	LEON	1504	751	10/18/2011	160
0178409/008	LINDA BROOKS	DIXON SERVICES INC	LEON	1504	647	10/11/2011	160
0178409/009	GWENDOLYN HIGGINS	DIXON SERVICES INC	LEON	1504	709	10/11/2011	160
0178409/010	BETTY G JONES	DIXON SERVICES INC	LEON	1504	721	10/11/2011	160
0178409/011	WILLIAM P GIBBARD	DIXON SERVICES INC	LEON	1504	676	10/11/2011	160
0178409/012	HENRY GIBBARD JR	DIXON SERVICES INC	LEON	1504	671	10/13/2011	160
0178409/013	MARGIE STEWART	DIXON SERVICES INC	LEON	1504	765	10/11/2011	160
0178409/014	CHARLES BARNES	DIXON SERVICES INC	LEON	1504	643	10/18/2011	160
0178409/015	VIRGINIA GIBBARD	DIXON SERVICES INC	LEON	1504	673	10/11/2011	160
0178409/016	ROBERT J WILLINGHAM III	DIXON SERVICES INC	LEON	1504	785	10/12/2011	160
0178409/017	YVONNE K HAVRON	DIXON SERVICES INC	LEON	1504	707	10/12/2011	160

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0178409/018	MARILYN GILBREATH	DIXON SERVICES INC	LEON	1504	677	10/12/2011	160
0178409/019	JUNE ELIZABETH SUMMERS RIGGS	DIXON SERVICES INC	LEON	1504	745	10/4/2011	160
0178409/020	CLIFTON SUMMERS	DIXON SERVICES INC	LEON	1504	771	10/4/2011	160
0178409/021	NELL SUMMERS HARRIS	DIXON SERVICES INC	LEON	1504	699	10/4/2011	160
0178409/022	WENDELL E TILL	DIXON SERVICES INC	LEON	1504	775	10/4/2011	160
0178409/023	LAURA FRASIER	DIXON SERVICES INC	LEON	1504	670	10/4/2011	160
0178409/024	CLYDALE M HAMPTON	DIXON SERVICES INC	LEON	1504	687	10/4/2011	160
0178409/025	PATSY SPRUILL	DIXON SERVICES INC	LEON	1504	759	10/4/2011	160
0178409/026	JUDY GAIL MATHEWS	DIXON SERVICES INC	LEON	1504	731	10/4/2011	160
0178409/027	MARGARITA PALMER	DIXON SERVICES INC	LEON	1504	737	10/4/2011	160
0178409/028	GLENDA T PEARCE	DIXON SERVICES INC	LEON	1504	739	10/4/2011	160
0178409/029	TIFFANY D BROWN	DIXON SERVICES INC	LEON	1504	651	10/12/2011	160
0178409/030	MARVEL GRIFFY	DIXON SERVICES INC	LEON	1504	681	10/4/2011	160
0178409/031	JAMES R JEFFERYS	DIXON SERVICES INC	LEON	1504	719	10/4/2011	160
0178409/032	TINA HORTON	DIXON SERVICES INC	LEON	1504	711	10/11/2011	160
0178409/033	VICKI ELKINS KARRICK	DIXON SERVICES INC	LEON	1504	723	10/18/2011	160
0178409/034	CYNTHIA MILLER	DIXON SERVICES INC	LEON	1504	733	10/11/2011	160
0178409/035	ALBERT HENRY ELKINS IV	DIXON SERVICES INC	LEON	1504	665	10/18/2011	160
0178409/036	CECIL WARREN	DIXON SERVICES INC	LEON	1504	777	10/11/2011	160
0178409/037	BOBBY JOE SUMMERS	DIXON SERVICES INC	LEON	1504	769	10/4/2011	160
0178409/038	RONNIE WILLIAMS	DIXON SERVICES INC	LEON	1504	781	10/4/2011	160
0178409/039	BILLY ROSS WILLIAMS	DIXON SERVICES INC	LEON	1504	779	10/4/2011	160
0178409/040	KATY DUBOSE	DIXON SERVICES INC	LEON	1504	663	10/12/2011	160
0178409/041	EVA PURYEAR	DIXON SERVICES INC	LEON	1504	743	10/12/2011	160
0178409/042	BARBARA SMITH	DIXON SERVICES INC	LEON	1504	757	10/12/2011	160
0178409/043	LANCE CLARK	DIXON SERVICES INC	LEON	1504	659	10/19/2011	160
0178409/044	BOBBYE SCHELPER	DIXON SERVICES INC	LEON	1504	753	10/12/2011	160
0178409/045	PAM BLACKBURN	DIXON SERVICES INC	LEON	1504	645	10/11/2011	160
0178409/046	WANDA TILL ROBERDS	DIXON SERVICES INC	LEON	1504	747	10/4/2011	160
0178409/047	MONROE SUMMERS	DIXON SERVICES INC	LEON	1504	773	10/18/2011	160
0178409/048	BRANDON J BROWN	DIXON SERVICES INC	LEON	1504	649	10/12/2011	160
0178409/049	BEN PETTY	DIXON SERVICES INC	LEON	1504	741	10/18/2011	160
0178409/050	CODY STEEN	DIXON SERVICES INC	LEON	1504	763	10/19/2011	160
0178409/051	HAROLD WAYNE JEFFREYS	DIXON SERVICES INC	LEON	1504	717	10/21/2011	160
0178409/052	SUE WILLIAMS	DIXON SERVICES INC	LEON	1504	783	10/25/2011	160
0178409/053	BILLY RAY LEWIS	DIXON SERVICES INC	LEON	1504	729	10/4/2011	160
0178409/054	JAMES KENNETH WILLIAMS	DIXON SERVICES INC	LEON	1515	282	10/4/2011	160
0178410/001	CHARLES D HINES	ISTROUMA RESOURCES INC	LEON	1490	40	9/21/2011	14.5
0178435/001	CHARLES GHORMLEY ET UX	ISTROUMA RESOURCES INC	LEON	1490	20	8/22/2011	362.117
0178435/002	BARBARA BATTARBEE	ISTROUMA RESOURCES INC	LEON	1490	18	9/14/2011	362.117
0178435/003	CECIL GHORMLEY	ISTROUMA RESOURCES INC	LEON	1490	16	9/9/2011	272.381
0178435/004	VLADIMIR GOODRUM ET UX	ISTROUMA RESOURCES INC	LEON	1490	22	8/30/2011	105.73
0178435/005	JOHN DAVID BIDDLE	ISTROUMA RESOURCES INC	LEON	1494	45	11/7/2011	362.117

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0178435/006	CLARENCE ALBERT BIDDLE ET UX	ISTROUMA RESOURCES INC	LEON	1494	20	10/28/2011	362.117
0178435/007	RONNIE BIDDLE ET UX	ISTROUMA RESOURCES INC	LEON	1494	22	11/4/2011	362.117
0178435/008	JANICE HANSON	ISTROUMA RESOURCES INC	LEON	1494	24	11/4/2011	362.117
0178435/009	JANELLE BIDDLE LAWRENCE	ISTROUMA RESOURCES INC	LEON	1494	26	11/4/2011	362.117
0178435/010	MICHAEL JOHN MCDANIEL	ISTROUMA RESOURCES INC	LEON	1494	28	10/27/2011	362.117
0178435/011	JAMES LUTHER BIDDLE	ISTROUMA RESOURCES INC	LEON	1494	31	11/4/2011	362.117
0178435/012	DEBORAH MURIEL CARTER	ISTROUMA RESOURCES INC	LEON	1494	33	10/31/2011	362.117
0178435/013	MABEL V MOON	ISTROUMA RESOURCES INC	LEON	1494	35	11/2/2011	362.117
0178435/014	SHERRY DIANE WAGES ET VIR	ISTROUMA RESOURCES INC	LEON	1494	37	11/2/2011	362.117
0178435/015	RONALD DEAN MOON	ISTROUMA RESOURCES INC	LEON	1494	39	11/2/2011	362.117
0178435/016	OTHO JAMES MOON ET UX	ISTROUMA RESOURCES INC	LEON	1494	41	11/2/2011	362.117
0178435/017	JEANETTE HICKS LAWRENCE	ISTROUMA RESOURCES INC	LEON	1494	43	11/4/2011	362.117
0178435/018	RICHARD T BIDDLE	ISTROUMA RESOURCES INC	LEON	1493	926	10/28/2011	362.117
0178435/019	ROBERT W GOODRUM JR	ISTROUMA RESOURCES INC	LEON	1499	869	10/26/2011	105.73
0178435/020	GERALD G GOODRUM	ISTROUMA RESOURCES INC	LEON	1499	863	10/26/2011	105.73
0178437/002	JILL LEIGH HOWARD BARRINGER	ISTROUMA RESOURCES INC	LEON	1494	10	10/12/2011	405.77
0178437/003	HOWARD FELDER ADAMS	ISTROUMA RESOURCES INC	LEON	1494	7	10/20/2011	803.351
0178437/004	FORT SMITH HOWARD JR	ISTROUMA RESOURCES INC	LEON	1494	5	10/19/2011	803.351
0178437/005	SHELLY WOOD	ISTROUMA RESOURCES INC	LEON	1494	3	10/31/2011	803.351
0178437/006	MICHAEL D HOWARD	ISTROUMA RESOURCES INC	LEON	1497	234	10/28/2011	405.77
0178461/001	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	LEON	1490	648	11/2/2011	1317.4
0178461/002	DOUGLAS L SHANNON	ISTROUMA RESOURCES INC	LEON	1490	650	11/2/2011	1317.4
0178461/003	DEBORAH J PIWONKA	ISTROUMA RESOURCES INC	LEON	1494	59	11/2/2011	1317.4
0178461/004	REBECCA L LEE	ISTROUMA RESOURCES INC	LEON	1494	57	11/2/2011	1317.4
0178462/001	JO ANN REICHERT	ISTROUMA RESOURCES INC	MADISON	1119	4	10/20/2011	45.282
0178503/001	BETTY JEAN SKINNER	ISTROUMA RESOURCES INC	LEON	1494	49	9/20/2011	39.936
0178537/001	MARTHA B KOPETSKY	ISTROUMA RESOURCES INC	LEON	1494	14	10/11/2011	391
0178537/002	MAC L BENNETT III	ISTROUMA RESOURCES INC	LEON	1494	18	10/11/2011	391
0178537/003	RACHAEL MAE ROBINSON	ISTROUMA RESOURCES INC	LEON	1494	12	10/11/2011	391
0178537/004	RHEA NANETTE COLLUM	ISTROUMA RESOURCES INC	LEON	1494	16	10/11/2011	391
0178543/001	HAVEN BRADLEY HARROD ET UX	ISTROUMA RESOURCES INC	LEON	1493	924	10/19/2011	80
0178544/001	CLINTON VAN MANNING ET UX	ISTROUMA RESOURCES INC	MADISON	1123	196	7/28/2011	2.617
0178604/001	JOHNNIE FAYE NEWTON HENRY	CWR LTD	LEON	1399	38	5/22/2009	61.1
0178604/002	JO LYNN ROBERSON	CWR LTD	LEON	1410	919	7/6/2009	61.1
0178604/003	TIMMY RAY WARNER	CWR LTD	LEON	1404	528	6/24/2009	61.1
0178604/004	THOMAS DOYLE WARNER	CWR LTD	LEON	1402	226	6/22/2009	61.1
0178604/005	WESLEY WARNER	CWR LTD	LEON	1402	220	6/22/2009	61.1
0178604/006	CECIL R WARNER	CWR LTD	LEON	1402	229	6/22/2009	61.1
0178604/007	C O WARNER JR	CWR LTD	LEON	1404	525	7/6/2009	61.1
0178604/008	ZACHARY MILLER	CWR LTD	LEON	1406	234	6/22/2009	61.1
0178604/010	RONALD W GREER	CWR LTD	LEON	1409	537	7/6/2009	61.1
0178604/011	CAROLYN MORRIS	CWR LTD	LEON	1410	69	7/6/2009	61.1
0178604/012	MARY HELEN GRIMES	CWR LTD	LEON	1402	223	6/22/2009	61.1
0178604/013	DON ALEXANDER	CWR LTD	LEON	1406	231	7/6/2009	61.1
0178604/014	MICHAEL GREER	CWR LTD	LEON	1407	778	7/6/2009	61.1

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0178604/015	EDITH NEWTON KYLE	CWR LTD	LEON	1403	754	7/6/2009	61.1
0178604/016	MARTHA NEWTON	CWR LTD	LEON	1403	760	7/6/2009	61.1
0178604/017	LEON GOLDSMITH	CWR LTD	LEON	1403	757	7/6/2009	61.1
0178604/018	TRAVIS WARNER	ISTROUMA RESOURCES INC	LEON	1494	51	10/19/2011	61.1
0178604/019	ALBERT LOURN RICE JR ET UX	ISTROUMA RESOURCES INC	LEON	1490	664	8/31/2011	61.1
0178604/020	JAMES DOYLE WARNER	ISTROUMA RESOURCES INC	LEON	1487	803	8/19/2011	61.1
0178604/021	LAURA KAY RICE	ISTROUMA RESOURCES INC	LEON	1487	805	8/30/2011	61.1
0178604/022	TERRY WAYNE WARNER	ISTROUMA RESOURCES INC	LEON	1501	785	12/12/2011	61.1
0178604/023	JULIA PAULINE MALKEY	EAST TEXAS OIL & GAS LLC	LEON	1397	782	5/9/2009	61.1
0178604/024	BRITTNEY BOCKMON	EOG RESOURCES INC	LEON	1568	341	4/10/2013	61.1
0178606/001	CHARLOTTE MARIE WILLIAMS	CWR LTD	LEON	1405	804	6/12/2009	87.22
0178606/002	DOROTHY ANN WILLIAMS KIRK	CWR LTD	LEON	1402	218	6/12/2009	87.22
0178607/001	GARY O TERRELL	CWR LTD	LEON	1402	214	6/15/2009	339.733
0178607/002	HERBERT H MCCARTER	CWR LTD	LEON	1402	328	7/6/2009	10
0178607/003	JAMES ARNOLD ET UX	CWR LTD	LEON	1406	163	7/7/2009	49.979
0178607/005	JOYCE MCCARTER JONES	CWR LTD	LEON	1404	523	7/6/2009	10
0178607/006	TRAVIS WAYNE MILLS ET UX	ISTROUMA RESOURCES INC	LEON	1499	843	11/10/2011	339.733
0178607/007	MARGARET SUE MILLS FESSENDEN	ISTROUMA RESOURCES INC	LEON	1499	845	11/10/2011	339.733
0178607/008	LOIS MILLS HARRIS	ISTROUMA RESOURCES INC	LEON	1503	377	11/10/2011	339.733
0178607/009	GLORIA HOLLOMAN BROCATO ET VIR	ISTROUMA RESOURCES INC	LEON	1499	851	11/10/2011	339.733
0178607/010	DANA R MILLS	ISTROUMA RESOURCES INC	LEON	1499	849	11/10/2011	339.733
0178607/011	NELL BAKER KRUGER	ISTROUMA RESOURCES INC	LEON	1499	853	11/14/2011	339.733
0178607/012	NORMAN S TERRELL	ISTROUMA RESOURCES INC	LEON	1504	805	1/5/2012	339.733
0178608/001	ANITA KNOUSE	CWR LTD	LEON	1399	37	5/6/2009	207.804
0178608/002	SUSAN HEATH	ISTROUMA RESOURCES INC	LEON	1508	619	3/20/2012	207.804
0178608/003	BARBARA A HEATH	ISTROUMA RESOURCES INC	LEON	1510	63	3/20/2012	207.804
0178608/004	KAY HEATH	ISTROUMA RESOURCES INC	LEON	1510	65	3/20/2012	207.804
0178609/001	DOROTHY MCDONALD	CWR LTD	LEON	1399	312	6/3/2009	130
0178609/002	LARRY D MOSLEY	CWR LTD	LEON	1399	35	5/21/2009	71.263
0178609/003	PATSY MILLER	EOG RESOURCES INC	LEON	1560	292	5/31/2013	129.963
0178609/004	VAN GILLEN JR	EOG RESOURCES INC	LEON	1562	460	5/31/2013	129.963
0178609/005	ALICIA WAGGONER	EOG RESOURCES INC	LEON	1564	745	6/19/2013	129.963
0178609/006	ANITA WHEELER	EOG RESOURCES INC	LEON	1564	741	6/20/2013	129.963
0178609/007	SHERRY GILLEN	EOG RESOURCES INC	LEON	1564	743	6/20/2013	129.963
0178609/008	ALICE MARIE GILLEN	EOG RESOURCES INC	LEON	1588	147	1/9/2014	121.763
0178610/001	WAYNE STEVENS	CWR LTD	LEON	1400	102	6/13/2009	100.94
0178611/001	JUNE HEATH ET VIR	CWR LTD	LEON	1400	304	6/17/2009	111.526
0178612/001	BILL T TOMLINSON ET UX	CWR LTD	LEON	1399	39	5/4/2009	526.81
0178670/001	ERLINDA E PENA	ISTROUMA RESOURCES INC	LEON	1499	839	11/3/2011	33.05
0178671/001	BELINDA LEIGH CLEMENT	ISTROUMA RESOURCES INC	LEON	1499	841	11/7/2011	20
0178708/001	GOODMAN FAMILY TRUST	ISTROUMA RESOURCES INC	LEON	1499	873	1/5/2012	179.1
0178708/002	JOAN D SCLATER	EAST TEXAS OIL & GAS LLC	LEON	1397	779	5/11/2009	179.1
0178708/004	SUSAN ELIZABETH RUCKER BURDEN	EOG RESOURCES INC	LEON	1558	826	5/7/2013	50.2
0178708/005	MILES CASSEDAY RUCKER	EOG RESOURCES INC	LEON	1560	284	5/2/2013	50.2

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0178708/006	DR WILLIAM A BILSING ET UX	EOG RESOURCES INC	LEON	1591	511	12/11/2013	49.24
0178709/008	REBECCA JACK KILFOY	EAST TEXAS OIL & GAS LLC	MADISON	987	236	8/3/2009	133.47
0178709/010	JUDY HICKERSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	73	11/4/2009	60.7
0178709/014	STEVE W BILSING ET UX	EOG RESOURCES INC	MADISON	1382	98	9/2/2014	233.185
0178710/001	JOE M ELLISON	ISTROUMA RESOURCES INC	LEON	1499	875	11/30/2011	83.8
0178710/002	BILLY N & JOYCE E SPEER REV LIVING TRUST	ISTROUMA RESOURCES INC	LEON	1499	877	12/2/2011	83.8
0178710/003	BOBBY L SPEER	ISTROUMA RESOURCES INC	LEON	1503	371	12/9/2011	83.8
0178719/001	DEBORAH JEAN MCCARTER	ISTROUMA RESOURCES INC	LEON	1499	827	11/14/2011	331.11
0178719/002	AMY POLLARD	ISTROUMA RESOURCES INC	LEON	1499	829	11/14/2011	264.06
0178719/003	KELLIE POLLARD FANCHER	ISTROUMA RESOURCES INC	LEON	1499	831	11/14/2011	264.06
0178719/005	ARCH VERDON BURCK ESTATE	ISTROUMA RESOURCES INC	LEON	1507	308	2/6/2012	159.32
0178719/006	BETTY GEAN BURK ESTATE	ISTROUMA RESOURCES INC	LEON	1507	300	2/6/2012	159.32
0178719/007	HOLLY ANN POLLARD TRUST CRTD 3/2010	ISTROUMA RESOURCES INC	LEON	1521	643	11/14/2011	264.06
0178762/003	MARTHA JANE KOPETSKY	ISTROUMA RESOURCES INC	LEON	1501	790	1/12/2012	22.25
0178762/004	MAC L BENNETT III ET UX	ISTROUMA RESOURCES INC	LEON	1501	796	1/12/2012	22.25
0178762/005	ROBERT BURROUGHS BENNETT ET UX	ISTROUMA RESOURCES INC	LEON	1501	798	1/12/2012	22.25
0178762/006	RACHAEL M ROBINSON	ISTROUMA RESOURCES INC	LEON	1501	788	1/12/2012	22.25
0178762/008	WILLIAM CALVIN BENNETT ET UX	ISTROUMA RESOURCES INC	LEON	1507	292	1/12/2012	22.25
0178833/000	CAROLYN ANN WINKLER KING	ISTROUMA RESOURCES INC	LEON	1503	375	1/12/2012	8.696
0178879/001	CHARLES E PRICE	ISTROUMA RESOURCES INC	LEON	1504	820	1/11/2012	56.75
0178879/003	RICHARD M PRICE	ISTROUMA RESOURCES INC	LEON	1504	816	1/11/2012	56.75
0178879/004	JOHN ROBERT BEELER	ISTROUMA RESOURCES INC	LEON	1507	284	1/12/2012	56.75
0178879/006	SUSAN GRESHAM STREETER	ISTROUMA RESOURCES INC	LEON	1507	271	1/11/2012	56.75
0178879/007	GLENDA BLOCK	ISTROUMA RESOURCES INC	LEON	1508	605	2/14/2012	56.75
0178879/008	ROBERT L GRESHAM	ISTROUMA RESOURCES INC	LEON	1507	273	2/8/2012	56.75
0178879/009	R GRESHAM CO LTD	ISTROUMA RESOURCES INC	LEON	1507	275	1/11/2012	56.75
0178879/014	RUDY L WATSON ET UX	ISTROUMA RESOURCES INC	LEON	1508	611	2/3/2012	56.75
0178879/015	WARREN P COODY	ISTROUMA RESOURCES INC	LEON	1508	613	1/10/2012	56.75
0178879/016	JACKIE MANESS	ISTROUMA RESOURCES INC	LEON	1508	615	1/12/2012	56.75
0178879/017	HARDIE EDWARD WATSON JR	ISTROUMA RESOURCES INC	LEON	1508	623	3/27/2012	56.75
0178879/018	LOYE JANELL WATSON WORSHAM MCDONALD	ISTROUMA RESOURCES INC	LEON	1508	625	2/17/2012	56.75
0178879/019	LYNA C WELLS MINTON	ISTROUMA RESOURCES INC	LEON	1508	628	2/6/2012	56.75
0178879/020	JOY WATSON LOWE	ISTROUMA RESOURCES INC	LEON	1508	630	2/20/2012	56.75
0178879/021	RUTH COODY	ISTROUMA RESOURCES INC	LEON	1508	632	2/2/2012	56.75
0178879/022	GILBERT GRESHAM III	ISTROUMA RESOURCES INC	LEON	1510	57	2/8/2012	56.75
0178879/024	CLYDE DAVIS WELLS ET UX	ISTROUMA RESOURCES INC	LEON	1508	634	2/6/2012	56.75
0178879/025	DARLENE WATSON KIRK ET UX	ISTROUMA RESOURCES INC	LEON	1508	640	1/27/2012	56.75
0178879/026	GARY M WATSON ET UX	ISTROUMA RESOURCES INC	LEON	1510	45	1/30/2012	56.75
0178879/027	LYNDA J LADUQUE	ISTROUMA RESOURCES INC	LEON	1510	43	1/30/2012	56.75
0178879/028	MARY NEYLAND DEAN	ISTROUMA RESOURCES INC	LEON	1516	580	3/19/2012	56.75

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0178879/029	WAYNE NEYLAND	ISTROUMA RESOURCES INC	LEON	1516	578	1/12/2012	56.75
0178879/030	MILLARD LEWIS COODY ET UX	ISTROUMA RESOURCES INC	LEON	1517	757	2/2/2012	56.75
0178879/032	ANN FALKNER	EOG RESOURCES INC	LEON	1546	386	1/21/2013	56.75
0178879/034	ZORRENA WATSON NEWNAM	EOG RESOURCES INC	LEON	1567	884	6/7/2013	56.75
0178879/035	RON COODY	EOG RESOURCES INC	LEON	1613	3	9/4/2014	56.75
0178879/036	PAUL PETTIT	EOG RESOURCES INC	LEON	1615	138	9/17/2014	56.75
0178879/037	JULIA MARGARET PASCHALL JACKSON	EOG RESOURCES INC	LEON	1615	140	9/3/2014	56.75
0178879/038	JOE COODY	EOG RESOURCES INC	LEON	1615	144	9/4/2014	56.75
0178879/039	DONNA COURTNEY FETTEROLF	EOG RESOURCES INC	LEON	1617	16	10/7/2014	56.75
0178879/040	CAROL ELAINE PATTERSON	EOG RESOURCES INC	LEON	1618	795	9/30/2014	56.75
0178879/041	LAURA WHITMIRE	EOG RESOURCES INC	LEON	1618	801	10/7/2014	56.75
0178879/042	JANET BERRY	EOG RESOURCES INC	LEON	1626	429	10/17/2014	56.75
0179009/000	STEVE TENALIO	ISTROUMA RESOURCES INC	LEON	1507	286	1/27/2012	2
0179015/001	JIM SHAW ET UX	ISTROUMA RESOURCES INC	MADISON	1147	288	12/8/2011	3.701
0179081/002	JOANN SNOW WILLIAMS	ISTROUMA RESOURCES INC	LEON	1507	302	1/11/2012	12
0179081/006	ANGIE COLLIER	ISTROUMA RESOURCES INC	LEON	1516	582	4/2/2012	12
0179081/007	KIMBERLY COLLIER GALIK	ISTROUMA RESOURCES INC	LEON	1529	786	5/1/2012	12
0179105/000	DOROTHY MARIE NUTT	EAST TEXAS OIL & GAS LLC	LEON	1397	788	4/27/2009	121.77
0179106/001	GLYNN M BONDS ET UX	EAST TEXAS OIL & GAS LLC	LEON	1397	733	5/7/2009	103
0179108/001	JERRY DON FOLSOM ET UX	EAST TEXAS OIL & GAS LLC	LEON	1404	111	6/4/2009	136.366
0179111/001	THOMAS D MARCANTEL ET UX	EAST TEXAS OIL & GAS LLC	LEON	1404	115	7/15/2009	40.412
0179115/001	JAMES R WATSON	EAST TEXAS OIL & GAS LLC	MADISON	982	195	7/15/2009	211.54
0179116/001	DARREL MUNSEY ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	20	6/6/2009	39.138
0179143/002	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	LEON	1516	591	4/19/2012	37.5
0179180/000	BIRDENE PERRY	EAST TEXAS OIL & GAS LLC	LEON	1408	207	7/20/2009	81.2
0179181/001	B T DONAHOE ET UX	EAST TEXAS OIL & GAS LLC	LEON	1404	98	7/11/2009	252.5
0179183/001	PAUL T BILSING	ISTROUMA RESOURCES INC	LEON	1508	617	3/9/2012	67.45
0179184/001	LARRY MANLEY ET UX	ISTROUMA RESOURCES INC	LEON	1510	38	2/14/2012	175
0179233/000	JANIE MARCANTEL	ISTROUMA RESOURCES INC	MADISON	1151	156	4/3/2012	4
0179234/000	JANIE MARCANTEL ET VIR	ISTROUMA RESOURCES INC	MADISON	1151	153	4/3/2012	5
0179240/001	ROBERT F BRUNER ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	249	7/21/2009	75.46
0179240/002	MICHAEL DEE CARTER	EAST TEXAS OIL & GAS LLC	LEON	1420	250	9/7/2009	266.618
0179240/003	DUSTIN STANFORD	BASIN ET ENERGY LLC	MADISON	1007	315	6/30/2009	50.83
0179240/004	MORRIS DEE CARTER JR	EAST TEXAS OIL & GAS LLC	LEON	1007	80	9/7/2009	266.618
0179240/005	MADISON DEE CARTER	EAST TEXAS OIL & GAS LLC	LEON	997	79	9/7/2009	266.618
0179240/006	PATSY DARLING	EAST TEXAS OIL & GAS LLC	MADISON	1003	43	10/26/2009	44.728
0179240/007	JOHNNYE DEVEREAUX	EAST TEXAS OIL & GAS LLC	LEON	992	303	9/1/2009	266.618
0179240/008	ANNIE JORDAN	EAST TEXAS OIL & GAS LLC	LEON	992	308	9/4/2009	266.618
0179240/009	BETTY WILLIAMS	EAST TEXAS OIL & GAS LLC	LEON	992	318	9/4/2009	266.618
0179240/010	POLLIE MALONE	EAST TEXAS OIL & GAS LLC	LEON	992	298	9/4/2009	266.618
0179240/011	BEULA JEAN DAVIS	EAST TEXAS OIL & GAS LLC	LEON	992	313	9/5/2009	266.618
0179240/012	FRANCES J MCDONALD	EAST TEXAS OIL & GAS LLC	LEON	997	107	8/27/2009	266.618

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0179240/013	OSIE LEE GUSTAVUS	TERRA SOURCE LLC	MADISON	831	178	7/31/2006	204.898
0179240/015	MCDONALD FAMILY RANCH LLC	EAST TEXAS OIL & GAS LLC	LEON	1415	504	8/27/2009	61.72
0179240/016	WANDA SANDERS	EAST TEXAS OIL & GAS LLC	MADISON	1004	146	10/26/2009	44.728
0179240/017	JERRY D WEST ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1020	328	3/31/2010	20
0179240/019	WILEY J JINKINS III	EOG RESOURCES INC	MADISON	1359	188	7/21/2014	38.78
0179240/020	AMBER JINKINS SHELLEY	EOG RESOURCES INC	MADISON	1362	268	7/29/2014	38.78
0179240/021	LIVESAY FAMILY TRUST	EOG RESOURCES INC	MADISON	1362	270	7/21/2014	38.78
0179240/022	A J JINKINS III	EOG RESOURCES INC	MADISON	1362	272	7/21/2014	38.78
0179240/023	HEATHER ANN JINKINS	EOG RESOURCES INC	MADISON	1364	318	7/29/2014	38.78
0179240/024	JEAN CHESSHER BLAYLOCK	EOG RESOURCES INC	MADISON	1364	316	7/30/2014	38.78
0179240/025	JULIUS N DELAUGHTER JR	EOG RESOURCES INC	MADISON	1364	330	7/21/2014	38.78
0179240/026	SUE J TENGG	EOG RESOURCES INC	MADISON	1364	344	7/30/2014	38.78
0179247/002	DEBRA P WIBBERG ET AL	EAST TEXAS OIL & GAS LLC	MADISON	974	279	4/25/2009	40
0179248/001	RAY LEE REDING ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	40	5/27/2009	49.142
0179249/001	OSIE L GUSTAVUS	EAST TEXAS OIL & GAS LLC	MADISON	982	183	5/18/2009	50
0179250/001	KATHRYN PEYTON	EAST TEXAS OIL & GAS LLC	MADISON	978	47	6/15/2009	55.725
0179250/003	CARL DUANE HENRY	EOG RESOURCES INC	MADISON	1364	183	8/13/2014	55.725
0179277/001	LIBBY B STARNS	EAST TEXAS OIL & GAS LLC	MADISON	993	15	7/27/2009	68.28
0179278/001	THOMAS D SMITH ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	28	6/8/2009	12.555
0179279/001	BILLIE MOSS BOULDIN	EAST TEXAS OIL & GAS LLC	MADISON	982	205	6/24/2009	132.386
0179279/002	ELVIRA JANE BOULDIN	EAST TEXAS OIL & GAS LLC	MADISON	982	187	7/18/2009	132.386
0179280/030	CAHABA PARTNERSHIP LTD	EOG RESOURCES INC	MADISON	1369	183	8/28/2014	124.41
0179280/031	ROLAND T JACKSON TESTAMENTARY FAMILY TRS	EOG RESOURCES INC	MADISON	1369	179	8/28/2014	124.41
0179285/001	HORACE R MOSLEY JR	EAST TEXAS OIL & GAS LLC	LEON	1397	785	5/11/2009	71.3
0179285/002	EMILY MOSLEY BULLARD	EAST TEXAS OIL & GAS LLC	LEON	1400	391	5/11/2009	71.263
0179285/003	GARY W MOSLEY	EAST TEXAS OIL & GAS LLC	LEON	1400	385	5/11/2009	71.263
0179285/004	ROBERT NEIL MOSLEY	EAST TEXAS OIL & GAS LLC	LEON	1400	394	5/11/2009	71.263
0179285/005	SYLVIA ANN HODGE	EAST TEXAS OIL & GAS LLC	LEON	1400	397	5/11/2009	71.263
0179285/006	DORIS JEAN JONES	EAST TEXAS OIL & GAS LLC	LEON	1400	388	5/11/2009	71.3
0179287/000	JERRY GUSTAVUS	EAST TEXAS OIL & GAS LLC	MADISON	978	65	5/21/2009	139.398
0179294/001	LOIS A GASTON ET VIR	EAST TEXAS OIL & GAS LLC	LEON	1397	726	4/20/2009	10
0179295/001	PAULA K MOSLEY	EAST TEXAS OIL & GAS LLC	LEON	1404	108	6/4/2009	79.5
0179295/002	SUELLEN SANDLIN ET VIR	EAST TEXAS OIL & GAS LLC	LEON	1397	720	4/20/2009	40
0179296/001	DONNA M ONDRUCH ET VIR	EAST TEXAS OIL & GAS LLC	LEON	1397	723	4/20/2009	21.263
0179298/001	BOBBY LYNN FREEMAN	EAST TEXAS OIL & GAS LLC	LEON	1400	404	6/13/2009	25
0179298/002	CYNTHIA FREEMAN LOTT	EAST TEXAS OIL & GAS LLC	LEON	1400	407	6/13/2009	25
0179298/003	JOE C FREEMAN	EAST TEXAS OIL & GAS LLC	LEON	1400	400	6/13/2009	25
0179298/004	BOBBY LYNN FREEMAN	EOG RESOURCES INC	LEON	1610	332	8/15/2014	25
0179298/005	JOE C FREEMAN	EOG RESOURCES INC	LEON	1610	336	8/15/2014	25
0179298/006	CYNTHIA FREEMAN LOTT	EOG RESOURCES INC	LEON	1610	334	8/15/2014	25
0179299/001	CALLYE B DIXON	EAST TEXAS OIL & GAS LLC	LEON	1404	91	7/1/2009	16.339
0179299/002	JOE DIXON	EAST TEXAS OIL & GAS LLC	LEON	1404	95	7/1/2009	16.339

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0179299/003	GEORGE DIXON	EAST TEXAS OIL & GAS LLC	LEON	1400	417	7/1/2009	16.339
0179300/001	PENNYE M LISLE	EAST TEXAS OIL & GAS LLC	LEON	1400	431	5/13/2009	138.8
0179305/001	BOBBY L FREEMAN	EAST TEXAS OIL & GAS LLC	MADISON	982	221	7/22/2009	322.18
0179305/002	CYNTHIA FREEMAN LOTT	EAST TEXAS OIL & GAS LLC	MADISON	982	213	7/22/2009	322.18
0179305/003	JOE C FREEMAN	EAST TEXAS OIL & GAS LLC	MADISON	982	217	7/22/2009	322.18
0179305/005	JUSTIN W REESE	EOG RESOURCES INC	MADISON	1368	15	8/19/2014	67.04
0179305/006	COLVIN WALKER ET UX	EOG RESOURCES INC	MADISON	1368	17	8/18/2014	27.63
0179305/007	BOBBY LYNN FREEMAN	EOG RESOURCES INC	MADISON	1364	189	8/15/2014	322.18
0179305/008	JOE C FREEMAN	EOG RESOURCES INC	MADISON	1364	193	8/15/2014	322.18
0179305/009	CYNTHIA FREEMAN LOTT	EOG RESOURCES INC	MADISON	1364	191	8/15/2014	322.18
0179305/010	VIRGINIA WILLIAMS JACKSON	EOG RESOURCES INC	MADISON	1495	109	9/23/2014	102
0179305/011	KEVIN FORBES	EOG RESOURCES INC	MADISON	1384	69	8/19/2014	100
0179305/012	JOHN E WOLFINGTON ET AL	EOG RESOURCES INC	MADISON	1384	55	10/7/2014	102
0179305/013	GLORIA BLEDSOE JONES	EOG RESOURCES INC	MADISON	1387	338	9/29/2014	100
0179305/014	CLAUDETTE BLEDSOE PORTER	EOG RESOURCES INC	MADISON	1408	53	9/30/2014	100
0179305/015	ELAINE BLEDSOE KITCHENS	EOG RESOURCES INC	MADISON	1432	127	9/29/2014	100
0179307/001	BENJAMIN F LILES III	EAST TEXAS OIL & GAS LLC	MADISON	982	242	8/1/2009	38
0179307/002	LINDA REAGAN	EAST TEXAS OIL & GAS LLC	MADISON	982	246	8/1/2009	38
0179311/003	CW FAMILY LIMITED PARTNERSHIP	EAST TEXAS OIL & GAS LLC	MADISON	987	243	7/30/2009	85
0179313/001	DR WILLIAM A BILSING ET UX	TERRA SOURCE LLC	LEON	1276	583	6/26/2006	25
0179785/001	TRIPLE CROWN ACQUISITIONS LLC	ISTROUMA RESOURCES INC	LEON	1511	224	3/13/2012	91.195
0179787/001	SOILA GARZA	ISTROUMA RESOURCES INC	LEON	1511	228	4/12/2012	1.251
0180043/001	BRIAN TULLOCH	ISTROUMA RESOURCES INC	LEON	1513	281	4/4/2012	18.634
0180046/000	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	MADISON	1157	59	4/19/2012	37.2
0180048/001	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	MADISON	1160	336	4/19/2012	12.8
0180058/001	DOUGLAS L SHANNON	ISTROUMA RESOURCES INC	MADISON	1160	334	4/19/2012	18.11
0180058/002	DONALD M SHANNON ET UX	ISTROUMA RESOURCES INC	MADISON	1160	332	4/19/2012	18.11
0180059/000	DOUGLAS L SHANNON	ISTROUMA RESOURCES INC	MADISON	1159	221	4/19/2012	41.9
0180086/002	DOROTHY RAYE BATSON	EAST TEXAS OIL & GAS LLC	MADISON	987	229	7/27/2009	210.439
0180089/000	RICHARD JOHNSON	ISTROUMA RESOURCES INC	MADISON	1166	243	4/18/2012	5.12
0180098/001	RAMONA KELLY	ISTROUMA RESOURCES INC	LEON	1516	588	3/26/2012	1277.277
0180391/001	DAVID P VINSON ET UX	ISTROUMA RESOURCES INC	LEON	1516	564	4/20/2012	187.159
0180391/002	MARK HENRY DYKES	ISTROUMA RESOURCES INC	LEON	1516	566	4/25/2012	187.159
0180391/003	NANCY HEILAND DYKES	ISTROUMA RESOURCES INC	LEON	1516	568	4/25/2012	187.159
0180391/004	AMY MARGUERITE DYKES MEWES	ISTROUMA RESOURCES INC	LEON	1516	570	4/25/2012	187.159
0180393/001	AMY MARGUERITE DYKES MEWES	ISTROUMA RESOURCES INC	MADISON	1166	228	4/25/2012	135.5
0180393/002	MARK HENRY DYKES	ISTROUMA RESOURCES INC	MADISON	1166	225	4/25/2012	135.5
0180393/003	NANCY HEILAND DYKES	ISTROUMA RESOURCES INC	MADISON	1166	219	4/25/2012	135.5
0180393/004	DAVID P VINSON ET UX	ISTROUMA RESOURCES INC	MADISON	1166	222	4/20/2012	135.5
0180580/018	MICHELLE L MOORE FITE	EOG RESOURCES INC	MADISON	1384	47	6/30/2014	71.5
0180581/002	LEONEAN H HARRISON	EOG RESOURCES INC	LEON	1605	51	4/30/2014	100
0180586/008	CECIL MUSGROVE	BASIN ET ENERGY LLC	LEON	1422	785	8/17/2009	43

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0180586/009	MILTON ROY MUSGROVE	BASIN ET ENERGY LLC	LEON	1422	795	8/17/2009	43
0180586/010	ELTON MUSGROVE	BASIN ET ENERGY LLC	LEON	1422	790	8/17/2009	43
0180586/011	LISA EATON	EOG RESOURCES INC	LEON	1624	509	6/26/2014	125.37
0180586/012	JAMES RONALD HOLDER	EOG RESOURCES INC	LEON	1608	82	7/22/2014	125.37
0180586/013	RANDALL EARL CALVERT	EOG RESOURCES INC	LEON	1608	78	7/22/2014	125.37
0180586/014	JAMES HAL HOLDER	EOG RESOURCES INC	LEON	1608	80	7/22/2014	125.37
0180586/015	CODY GREENROYD	EOG RESOURCES INC	LEON	1612	915	8/13/2014	125.37
0180586/016	AMBER GREENROYD	EOG RESOURCES INC	LEON	1612	917	8/13/2014	125.37
0180642/024	VENRO LTD	EOG RESOURCES INC	MADISON	1384	53	10/2/2014	97.683
0180642/025	VENABLE ROYALTY LTD	EOG RESOURCES INC	MADISON	1384	51	10/2/2014	97.683
0180642/026	JEFFREY D BOULDIN	EOG RESOURCES INC	MADISON	1384	71	10/2/2014	97.683
0180685/002	EDWARD AKINS	ISTROUMA RESOURCES INC	MADISON	1177	331	4/26/2012	139.887
0180685/004	MARGARET A MOORE	ISTROUMA RESOURCES INC	MADISON	1177	325	4/18/2012	139.887
0181380/003	GEORGE ROBERT GANNAWAY	EOG RESOURCES INC	LEON	1569	523	7/26/2013	20
0181380/004	CARL DUANE HENRY	EOG RESOURCES INC	LEON	1601	16	5/7/2014	125
0181380/005	SPENCER C STATEN	EOG RESOURCES INC	LEON	1606	514	5/13/2014	125
0181380/006	JULIE C STATEN	EOG RESOURCES INC	LEON	1606	518	5/13/2014	125
0181380/007	JAMIE L SELLERS	EOG RESOURCES INC	LEON	1606	516	5/13/2014	125
0181381/000	MARGARET O SOLBERGER	ISTROUMA RESOURCES INC	LEON	1524	924	7/17/2012	81
0181564/001	ROSETTA LYNN HARRIS	DIXON SERVICES INC	LEON	1504	701	12/6/2011	300
0181564/002	STEVEN HARRIS	DIXON SERVICES INC	LEON	1504	703	10/24/2011	300
0181564/003	MARK A HARRIS	DIXON SERVICES INC	LEON	1504	697	12/6/2011	300
0181564/004	MATHILDA MUSGROVE	DIXON SERVICES INC	LEON	1504	735	12/5/2011	300
0181564/005	ERNEST M HARRIS	DIXON SERVICES INC	LEON	1504	693	12/6/2011	300
0181564/006	GEORGE A HARRIS	DIXON SERVICES INC	LEON	1504	695	12/5/2011	300
0181564/007	ERIC S HARRIS	DIXON SERVICES INC	LEON	1504	691	12/6/2011	300
0181564/008	CHARLES WAYNE HARRIS	DIXON SERVICES INC	LEON	1504	689	12/6/2011	300
0181564/009	ELISABETH R HARRIS GOSS	DIXON SERVICES INC	LEON	1504	679	11/1/2011	300
0181564/010	TERRY HARRIS	DIXON SERVICES INC	LEON	1504	705	12/6/2011	300
0181567/001	SALLY RICE DEWESE	DIXON SERVICES INC	LEON	1504	661	11/14/2011	99
0181567/002	MARILYNN RICE BUCHER	DIXON SERVICES INC	LEON	1504	653	11/14/2011	99
0181567/003	LINDA KAY KENNELLY GUAJARDO	DIXON SERVICES INC	LEON	1504	683	12/20/2011	99
0181567/004	SHIRLEY KENNELLY	DIXON SERVICES INC	LEON	1504	725	11/14/2011	99
0181567/005	REBECCA KENNELLY HAAS	DIXON SERVICES INC	LEON	1504	685	11/14/2011	99
0181567/006	THELMA KENNELLY CALLENDER	DIXON SERVICES INC	LEON	1504	657	11/14/2011	99
0181567/007	NEAL SKINNER	DIXON SERVICES INC	LEON	1504	755	1/3/2012	99
0181567/008	ERIEANNA WARREN	DIXON SERVICES INC	MADISON	1508	704	3/14/2012	1696.48
0181567/011	JAMES ALLGEIER	DIXON SERVICES INC	MADISON	1508	692	3/14/2012	1696.48
0181567/012	DORIS JEAN SIMS	DIXON SERVICES INC	MADISON	1508	702	3/14/2012	1696.48
0181568/001	WILLIAM S ROGERS	DIXON SERVICES INC	LEON	1504	749	1/27/2012	858.5
0182431/008	R G & CLAUDINE POPE PEELER CHARITABLE TR	EOG RESOURCES INC	LEON	1594	114	2/11/2014	32
0182431/009	MILDRED NANCY BERRY GASKELL	EOG RESOURCES INC	LEON	1611	164	8/14/2014	32

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0182431/010	MARY HELEN EASTEP MCMILLEN	EOG RESOURCES INC	LEON	1611	168	8/20/2014	32
0182431/011	JOYCE ELIZABETH BERRY MOSELEY	EOG RESOURCES INC	LEON	1611	172	8/20/2014	32
0182431/012	FRANK VINCENT RAO	EOG RESOURCES INC	LEON	1611	166	8/19/2014	32
0182431/013	WILEY GILBERT BERRY	EOG RESOURCES INC	LEON	1611	170	8/21/2014	32
0182431/014	MARTHA ANNE DAVIDSON NITSCHKE	EOG RESOURCES INC	LEON	1612	921	8/20/2014	32
0182431/015	KARL NORMAN DAVIDSON JR	EOG RESOURCES INC	LEON	1615	142	8/20/2014	32
0182431/016	SAUNDRA JEAN PARMER HITTLE	EOG RESOURCES INC	LEON	1615	172	8/13/2014	32
0182431/017	DON M WEBB	EOG RESOURCES INC	LEON	1617	7	8/20/2014	32
0182823/003	PETER FOWNES KING	EOG RESOURCES INC	LEON	1601	753	5/20/2014	100
0183372/001	BENJAMIN C BIENEK JR	EOG RESOURCES INC	LEON	1543	362	1/10/2013	29.99
0183372/002	CONNIE BIENEK	EOG RESOURCES INC	LEON	1543	360	1/10/2013	29.99
0183372/003	LANA MILLER	EOG RESOURCES INC	LEON	1543	358	1/10/2013	29.99
0183372/004	LONNIE BIENEK	EOG RESOURCES INC	LEON	1543	356	1/10/2013	29.99
0183547/002	DOUGLAS ROBINSON ET UX	EAST TEXAS OIL & GAS LLC	MADISON	997	89	10/21/2009	38.75
0183547/003	RICHARD J KUNZ	EAST TEXAS OIL & GAS LLC	MADISON	992	327	9/13/2009	119.572
0183916/001	DIANNE ROACHE	EOG RESOURCES INC	LEON	1550	256	1/29/2013	320
0183916/002	EDMUND ROACHE JR	EOG RESOURCES INC	LEON	1550	260	1/29/2013	320
0183916/003	GREGORY ROACHE	EOG RESOURCES INC	LEON	1550	264	1/29/2013	320
0183916/004	ALAN ROACHE	EOG RESOURCES INC	LEON	1554	814	1/29/2013	320
0184035/000	JERRY R COLLIER	EOG RESOURCES INC	LEON	1554	808	4/5/2013	6
0184036/001	BUREN W NOEY	EOG RESOURCES INC	LEON	1554	819	4/3/2013	56.88
0184193/000	VICKY LYNN VAUGHN ADAMS	EOG RESOURCES INC	LEON	1554	793	4/18/2013	11
0184196/001	STACY ANN SMITH CATCHING	EOG RESOURCES INC	LEON	1554	800	6/1/2013	173.375
0184196/002	AMY MARGARET SMITH	EOG RESOURCES INC	LEON	1554	802	6/1/2013	173.375
0184303/002	PAMELA K WILLIAMS	EOG RESOURCES INC	LEON	1560	286	4/16/2013	20.17
0184514/001	ODIS P ELLISON JR TRUST	ENCANA OIL & GAS INC	LEON	1411	638	5/8/2009	37.5
0184514/002	VERNA SUMRALL	ENCANA OIL & GAS INC	LEON	1410	656	5/18/2009	37.5
0184514/003	ELLISON FAMILY TRUST	ENCANA OIL & GAS INC	LEON	1410	647	5/8/2009	37.5
0184515/001	JOE M ELLISON	TRIAD LAND SERVICES LLC	LEON	1410	634	8/4/2009	371.18
0184515/002	LAYNE WELLS	TRIAD LAND SERVICES LLC	LEON	1410	636	8/4/2009	80.58
0184515/003	GREGORY CHARLES HODGES	TRIAD LAND SERVICES LLC	LEON	1411	661	9/23/2009	290.6
0184526/001	ELLISON FAMILY TRUST	TRIAD LAND SERVICES LLC	LEON	1408	15	6/2/2009	416
0184573/000	ROYCE G SHAW JR ET UX	EOG RESOURCES INC	LEON	1558	824	5/8/2013	42.18
0184579/001	RALPH L SAVAGE JR	EOG RESOURCES INC	MADISON	1258	220	8/21/2013	292.4
0184579/003	CONQUISTADOR RANCH PARTNERS LP	EAST TEXAS OIL & GAS LLC	MADISON	992	277	9/11/2009	282.4
0184579/004	REBECCA JACK KILFOY	EOG RESOURCES INC	MADISON	1368	22	8/8/2014	225.05
0184579/005	CONQUISTADOR RANCH PARTNERS LP	EOG RESOURCES INC	MADISON	1382	96	9/11/2014	225.05
0184583/001	LAYNE WELLS	TRIAD LAND SERVICES LLC	LEON	1410	681	8/4/2009	1.286
0184762/001	MINNIE LAURA MITTELSTEDT	EOG RESOURCES INC	MADISON	1264	192	6/17/2013	4.1
0184762/002	EMILY JEANETTE NAUMANN ET AL	EOG RESOURCES INC	MADISON	1277	52	7/24/2013	4.1
0185053/000	JUSTIN MUNSEY	EOG RESOURCES INC	MADISON	1281	340	8/29/2013	11.26

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0185199/003	JAMES CHARLES WHEELER	EOG RESOURCES INC	MADISON	1356	35	7/14/2014	49.731
0185200/000	RICHARD FOGLE JR ET UX	PRESCO INC	MADISON	1088	131	4/18/2011	48.925
0185210/002	JOHN C DEAN	SILVER OAK ENERGY LLC	MADISON	1192	160	7/19/2012	225.776
0185210/003	DAVID BRADLEY DEAN	SILVER OAK ENERGY LLC	MADISON	1192	158	7/19/2012	225.776
0185210/004	JAMES CHRISTOPHER DEAN	SILVER OAK ENERGY LLC	MADISON	1183	309	7/19/2012	225.776
0185210/005	THURSTON DEAN III	SILVER OAK ENERGY LLC	MADISON	1183	305	7/19/2012	225.776
0185210/006	KATHLEEN D WILLIAMS	SILVER OAK ENERGY LLC	MADISON	1192	162	7/19/2012	225.776
0185210/007	PAUL W DEAN	SILVER OAK ENERGY LLC	MADISON	1183	307	7/19/2012	225.776
0185215/001	GINGER LEE	PRESCO INC	MADISON	1088	124	4/4/2011	104.663
0185215/002	PAULA L SANFORD	PRESCO INC	MADISON	1088	119	4/5/2011	104.498
0185216/001	R P BARRETT ET UX	PRESCO INC	MADISON	1088	129	4/5/2011	111.5
0185216/002	DEWEY RANDALL FINLEY	EOG RESOURCES INC	MADISON	1342	31	5/27/2014	111.5
0185216/003	LISA MCLAREN CURTIS	EOG RESOURCES INC	MADISON	1344	134	6/3/2014	111.5
0185216/004	CAROLYN FINLEY FITE	EOG RESOURCES INC	MADISON	1344	132	5/27/2014	111.5
0185216/005	JAMES RICKEY FINLEY	EOG RESOURCES INC	MADISON	1344	136	5/27/2014	111.5
0185216/006	ROBERT E MCLAREN III	EOG RESOURCES INC	MADISON	1348	250	5/30/2014	111.5
0185216/007	LYNN MCLAREN	EOG RESOURCES INC	MADISON	1348	248	6/3/2014	111.5
0185216/010	DORIS MARIE HINES	EOG RESOURCES INC	MADISON	1351	296	7/3/2014	144.9
0185216/011	GLENDA JOYCE HARRIS	EOG RESOURCES INC	MADISON	1356	8	6/24/2014	111.5
0185216/012	MICHAEL MCLAREN	EOG RESOURCES INC	MADISON	1356	10	5/29/2014	111.5
0185216/013	LISA MCLAREN CURTIS	EOG RESOURCES INC	MADISON	1356	16	7/2/2014	33.4
0185216/014	MICHAEL MCLAREN	EOG RESOURCES INC	MADISON	1356	12	7/3/2014	33.4
0185216/015	LYNN MCLAREN	EOG RESOURCES INC	MADISON	1356	14	7/2/2014	33.4
0185216/016	STEPHEN BRIAN ROBERTS TRUSTEE	EOG RESOURCES INC	MADISON	1377	291	6/24/2014	144.9
0185216/017	BEVERLY ANN BLEDSOE KEEFER ET AL	EOG RESOURCES INC	MADISON	1356	18	6/24/2014	144.9
0185216/018	JAMES RICHARD BERRY	EOG RESOURCES INC	MADISON	1356	23	7/8/2014	144.9
0185216/019	KENNETH RAY BLEDSOE	EOG RESOURCES INC	MADISON	1377	293	7/9/2014	144.9
0185216/020	SANDRA KAY BLEDSOE WINDT	EOG RESOURCES INC	MADISON	1359	190	7/28/2014	176.21
0185216/021	WILLIAM DOYLE BERRY	EOG RESOURCES INC	MADISON	1367	346	7/30/2014	176.21
0185216/022	JAMES EDWARD BLEDSOE	EOG RESOURCES INC	MADISON	1368	11	7/30/2014	176.21
0185216/023	DARYL MARDIS JR	EOG RESOURCES INC	MADISON	1369	188	6/4/2014	111.5
0185216/024	DARRYL KEITH BLEDSOE	EOG RESOURCES INC	MADISON	1369	190	7/30/2014	176.21
0185216/025	JOYCE LEONA BERRY ROSE	EOG RESOURCES INC	MADISON	1369	198	7/30/2014	176.21
0185216/026	DEBORAH LYNN HOOPER RANDALL	EOG RESOURCES INC	MADISON	1369	194	7/21/2014	111.5
0185216/027	RANDALL TODD HOOPER	EOG RESOURCES INC	MADISON	1369	196	7/21/2014	111.5
0185216/028	CYNTHIA A THOMAS	EOG RESOURCES INC	MADISON	1372	280	9/18/2014	176.21
0185216/029	RODNEY BLEDSOE	EOG RESOURCES INC	MADISON	1372	287	9/15/2014	176.21
0185216/030	BRIAN BLEDSOE	EOG RESOURCES INC	MADISON	1372	282	9/15/2014	176.21
0185216/031	ROBERT E MCLAREN III	EOG RESOURCES INC	MADISON	1377	299	7/3/2014	33.4
0185216/032	BILLIE BERRY	EOG RESOURCES INC	MADISON	1377	295	7/30/2014	176.21
0185216/033	BETTY HOOPER LIFE ESTATE	EOG RESOURCES INC	MADISON	1384	67	9/17/2014	111.5
0185216/034	SCOTT ALLEN HOOPER	EOG RESOURCES INC	MADISON	1387	328	10/16/2014	111.5

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0185216/035	MITCHELL MARDIS	EOG RESOURCES INC	MADISON	1387	332	7/2/2014	33.4
0185216/036	DARYL MARDIS JR	EOG RESOURCES INC	MADISON	1387	330	10/16/2014	64.71
0185216/037	MITCHELL MARDIS	EOG RESOURCES INC	MADISON	1387	332	6/4/2014	111.5
0185216/038	KELLIE HIGHTOWER	EOG RESOURCES INC	MADISON	1408	51	9/17/2014	111.5
0185216/039	MICHELLE HOOPER	EOG RESOURCES INC	MADISON	1408	55	9/17/2014	111.5
0185216/040	RICKY HOOPER	EOG RESOURCES INC	MADISON	1440	288	9/17/2014	111.5
0185217/001	JIMMY LOYD CALDWELL ET UX	PRESCO INC	MADISON	1088	121	4/5/2011	88.667
0185217/004	JARROD BLAINE REESE	EOG RESOURCES INC	MADISON	1368	13	8/19/2014	82.05
0185226/000	JEANELL PARK MORRISON	PRESCO INC	MADISON	1088	133	4/18/2011	69
0185228/000	JAKE A SHAW ET UX	EOG RESOURCES INC	LEON	1580	260	10/30/2013	1
0185250/001	WILLIAM B LANCASTER ET UX	NOBLES & HARDY LLC	MADISON	1112	285	4/20/2011	100
0185250/002	B L OWENS ET UX	NOBLES & HARDY LLC	MADISON	1112	283	4/29/2011	100
0185251/001	ELIZABETH ROBINSON HICKS	PRESCO INC	MADISON	1093	200	5/5/2011	177
0185252/001	ELSIE I WILSON GUSTAVUS	PRESCO INC	MADISON	1098	290	6/6/2011	145.73
0185252/002	MCCRAIG FAMILY LIMITED PARTNERSHIP	PRESCO INC	MADISON	1101	73	7/25/2011	145.73
0185252/003	ANNIE LEE WILSON ROGERS	PRESCO INC	MADISON	1101	75	7/25/2011	145.73
0185338/000	GIBBS BROTHERS & COMPANY LP	EOG RESOURCES INC	MADISON	1307	145	12/2/2013	708.6
0185368/001	NANCY MCIVER BUSH	PRESCO INC	MADISON	1024	10	4/23/2010	680.8
0185368/002	DAVID S MCIVER JR	PRESCO INC	MADISON	1024	71	4/23/2010	680.8
0185368/003	GARRISON MCIVER	PRESCO INC	MADISON	1024	67	4/23/2010	680.8
0185368/004	MARTHA MCIVER RUSHING	PRESCO INC	MADISON	1024	27	4/23/2010	680.8
0185368/005	JOHN R MCIVER JR	PRESCO INC	MADISON	1038	243	4/28/2010	680.8
0185368/007	RIZZO OIL & GAS PARTNERSHIP LTD	EOG RESOURCES INC	MADISON	1442	289	5/13/2015	3034.87
0185386/000	BEN F WALDRIP JR	PRESCO INC	MADISON	1024	4	5/5/2010	164.475
0185411/000	THOMAS S WALDRIP ET UX	PRESCO INC	MADISON	1024	54	5/5/2010	164.539
0185416/000	JAMES M BROWN	PRESCO INC	MADISON	1052	305	10/13/2010	62.56
0185417/000	ARNOLD JOYCE COLE ET UX	PRESCO INC	MADISON	1052	299	10/13/2010	83.205
0185418/000	HELEN JEAN COLE	PRESCO INC	MADISON	1052	311	10/13/2010	62.56
0185421/000	LYNDAL R JANKOWSKI	PRESCO INC	MADISON	1052	322	10/18/2010	98.28
0185422/000	FLOYD ALAN COLE ET UX	PRESCO INC	MADISON	1052	286	10/18/2010	98.24
0185438/001	CAROLYN B GUEDRY	EOG RESOURCES INC	MADISON	1315	23	1/9/2014	209.6
0185438/002	ARIEBETH B BOTT	EOG RESOURCES INC	MADISON	1322	17	1/14/2014	209.6
0185598/001	MCCAIG FAMILY LP	EOG RESOURCES INC	MADISON	1315	3	12/20/2013	95.755
0185610/001	DON F DEAN	EOG RESOURCES INC	MADISON	1315	1	1/14/2014	14.25
0185610/002	LILLIAN ANN GERLACH	EOG RESOURCES INC	MADISON	1315	29	1/14/2014	14.25
0185610/003	JAMES W MCIVER	EOG RESOURCES INC	MADISON	1315	31	1/14/2014	14.25
0185610/004	WINNIE M MCIVER	EOG RESOURCES INC	MADISON	1315	27	1/14/2014	14.25
0185610/005	MICHAEL MAKAMSON MCIVER ESTATE	EOG RESOURCES INC	MADISON	1342	33	5/1/2014	14.25
0185703/000	DAVID N KEITH ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1020	324	3/30/2010	5
0185704/000	MAUDENE COLE	EAST TEXAS OIL & GAS LLC	MADISON	997	139	10/17/2009	25.264
0185710/001	HOMER LEE ROTH ET UX	MEAGHER OIL & GAS PROPERTIES INC	LEON	1269	440	5/29/2006	256.63

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0185751/000	WAYNE & SYBILL SMITH FAMILY REAL ESTATE	MEAGHER OIL & GAS PROPERTIES INC	LEON	1293	105	8/24/2006	82.75
0185752/000	BILLY JOE GLOVER ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1400	428	5/15/2009	96.92
0185755/000	FORD HOOPER ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	24	6/3/2009	56
0185757/001	S DOUGLAS DICKEY JR	EOG RESOURCES INC	LEON	1594	112	3/11/2014	34.75
0185757/002	STANLEY DICKEY	EOG RESOURCES INC	LEON	1594	133	3/19/2014	34.75
0185757/003	JOE CANNON	EOG RESOURCES INC	LEON	1594	131	3/24/2014	34.75
0185757/004	FRANK CANNON	EOG RESOURCES INC	LEON	1594	129	3/24/2014	34.75
0185757/005	KENNETH DICKEY	EOG RESOURCES INC	LEON	1594	160	3/19/2014	34.75
0185757/006	MELISSA JOHNSON	EOG RESOURCES INC	LEON	1595	775	3/31/2014	34.75
0185757/007	CYNTHIA DICKEY AREVALO	EOG RESOURCES INC	LEON	1595	785	3/31/2014	34.75
0185757/008	EVERETT DICKEY	EOG RESOURCES INC	LEON	1595	789	3/19/2014	34.75
0185757/009	MICHAEL T MARCANTEL	EAST TEXAS OIL & GAS LLC	LEON	1408	189	8/11/2009	34.75
0185757/010	AUDREY DICKEY	EOG RESOURCES INC	LEON	1599	876	3/26/2014	34.75
0185757/011	RALPH THOMAS CANNON	EOG RESOURCES INC	LEON	1601	40	5/12/2014	34.75
0185757/012	DICKEY FAMILY TRUST	EOG RESOURCES INC	LEON	1601	46	5/21/2014	34.75
0185757/013	CELESTE HOTZEN	EOG RESOURCES INC	LEON	1603	462	6/19/2014	34.75
0185769/000	DARREL MUNSEY ET UX	EAST TEXAS OIL & GAS LLC	LEON	1400	420	6/6/2009	7
0185782/001	BETTY T JOHNSTON MARITAL TRUST	TEXAS NINE RESOURCES CO	LEON	1322	788	8/4/2006	858.5
0185782/002	V A JOHNSTON LTD	EAST TEXAS OIL & GAS LLC	LEON	1497	351	9/29/2011	858.5
0185782/003	GRAYFORE PARTNERS LP	EAST TEXAS OIL & GAS LLC	LEON	1497	357	8/22/2011	858.5
0185782/004	GWINN MCMAHAN LEWIS INVESTMENT TRUST	EAST TEXAS OIL & GAS LLC	LEON	1438	203	6/3/2010	602.5
0185782/005	THOMAS V MCMAHAN 1966 TRUST	EAST TEXAS OIL & GAS LLC	LEON	1438	211	6/3/2010	602.5
0185782/007	EULA MAE JOHNSTON TRUST	EOG RESOURCES INC	LEON	1605	53	6/18/2014	858.5
0185789/002	MARY ELIZABETH WEST	EAST TEXAS OIL & GAS LLC	LEON	1397	752	4/6/2009	339.733
0185789/003	MAYME FREDERICK	EAST TEXAS OIL & GAS LLC	LEON	1397	768	4/6/2009	339.733
0185789/005	NORMA GONZALES	EAST TEXAS OIL & GAS LLC	LEON	1397	748	4/6/2009	339.733
0185789/006	PEGGY JOYCE HARPER	EAST TEXAS OIL & GAS LLC	LEON	1397	760	4/6/2009	339.733
0185789/007	FRANCIS HOLLOMAN MESSINA	EAST TEXAS OIL & GAS LLC	LEON	1397	729	4/6/2009	339.733
0185789/008	BYRON W TERRELL	MEAGHER OIL & GAS PROPERTIES INC	LEON	1293	198	6/15/2006	339.733
0185789/009	MILES TERRELL	MEAGHER OIL & GAS PROPERTIES INC	LEON	1281	741	6/15/2006	339.733
0185789/010	J W HOLLOMAN JR	EAST TEXAS OIL & GAS LLC	LEON	1397	756	4/6/2009	339.733
0185789/011	K-2 PROPERTIES LP	EOG RESOURCES INC	LEON	1609	367	6/12/2014	339.733
0185789/012	DAVID TERRELL	EOG RESOURCES INC	LEON	1611	160	8/12/2014	269.487
0185789/013	BARBARA TARPLEY DOCKENS	EOG RESOURCES INC	LEON	1612	913	8/20/2014	50
0185789/014	BONNIE JEAN MCFARLAND	EOG RESOURCES INC	LEON	1615	118	9/16/2014	169
0185789/015	NITA DEANNE JUDD	EOG RESOURCES INC	LEON	1615	146	9/17/2014	169
0185789/016	MARY EDNA MCVEY	EOG RESOURCES INC	LEON	1615	148	9/17/2014	169
0185789/017	ELAINE TARPLEY	EOG RESOURCES INC	LEON	1615	168	9/19/2014	50

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0185789/018	ILA RUTH MURF LIFE ESTATE	EOG RESOURCES INC	LEON	1615	164	9/19/2014	50
0185789/019	LAURIE STRUCK SHARP	EOG RESOURCES INC	LEON	1615	162	9/19/2014	50
0185789/020	KEVIN BROOKS KIRKLAND	EOG RESOURCES INC	LEON	1615	166	9/16/2014	169
0185789/021	BECKY MURFF HEPTIG	EOG RESOURCES INC	LEON	1615	158	9/16/2014	169
0185789/022	SUSAN SMITH	EOG RESOURCES INC	LEON	1615	170	9/16/2014	169
0185789/023	KEITH ALLEN KIRKLAND	EOG RESOURCES INC	LEON	1617	9	9/16/2014	169
0185789/024	CARRIE STRUCK WHITE	EOG RESOURCES INC	LEON	1619	390	8/20/2014	50
0185790/000	JOHN K SHANNON	EAST TEXAS OIL & GAS LLC	MADISON	982	231	6/24/2009	13.02
0185791/001	PEGGY CULTON-BURNETT	EAST TEXAS OIL & GAS LLC	MADISON	993	11	7/20/2009	102.39
0185791/005	BILLY F CULTON	EAST TEXAS OIL & GAS LLC	MADISON	987	288	7/20/2009	17.065
0185791/006	RAY CULTON	EAST TEXAS OIL & GAS LLC	MADISON	987	275	7/20/2009	102.39
0185791/007	TOMMY CULTON	EAST TEXAS OIL & GAS LLC	MADISON	997	114	7/20/2009	102.39
0185792/001	MURRAY WILLIAMS JR	PRESCO INC	LEON	1299	296	6/12/2006	87.22
0185794/001	BILLY JOE GLOVER ET UX	EAST TEXAS OIL & GAS LLC	LEON	1400	424	5/28/2009	79.2
0185796/001	ELLISON FAMILY TRUST	EAST TEXAS OIL & GAS LLC	LEON	1505	356	1/3/2012	18
0185798/001	AVIS HILLMAN MERCHANT	EAST TEXAS OIL & GAS LLC	LEON	1484	573	7/11/2011	106.31
0185798/002	ELOISE HILLMAN MCMICHAEL	EAST TEXAS OIL & GAS LLC	LEON	1484	580	6/23/2011	76.32
0185798/003	STEVE HILLMAN	MEAGHER OIL & GAS PROPERTIES INC	LEON	1296	833	6/4/2006	85.09
0185798/004	ALTA LOLETA ETHERIDGE	EOG RESOURCES INC	LEON	1610	373	7/22/2014	56.351
0185798/005	TIFFANIE JO ETHERIDGE SANO	EOG RESOURCES INC	LEON	1610	375	7/22/2014	56.351
0185798/006	PHYLLIS FALTESEK	EOG RESOURCES INC	LEON	1610	377	7/22/2014	56.351
0185798/007	HALLIE SUNSINGER	EOG RESOURCES INC	LEON	1610	379	7/22/2014	56.351
0185798/008	CAROL ANN BATSON SMITH	EOG RESOURCES INC	LEON	1610	381	7/22/2014	56.351
0185798/009	BILLIE CONWAY	EOG RESOURCES INC	LEON	1611	162	7/22/2014	56.351
0185798/010	ANDREW PURVIS JR	EOG RESOURCES INC	LEON	1610	390	7/22/2014	56.351
0185798/011	NANCY JEAN ETHERIDGE CASSIDY	EOG RESOURCES INC	LEON	1610	414	7/22/2014	56.351
0185798/012	TERESA J ETHERIDGE WESTMORELAND	EOG RESOURCES INC	LEON	1610	416	7/22/2014	56.351
0185798/013	SHERRY GENE ETHERIDGE MARTI	EOG RESOURCES INC	LEON	1610	418	7/22/2014	56.351
0185798/014	TERESA COLLEEN WEEKS	EOG RESOURCES INC	LEON	1612	25	7/22/2014	56.351
0185798/015	MAVIS M OUTLAW	EOG RESOURCES INC	LEON	1618	803	10/14/2014	56.351
0185798/016	BILLIE SUE CHAMBERS	EOG RESOURCES INC	LEON	1618	799	10/29/2014	56.351
0185798/017	ROBERT WILLIAM BRUCE	EOG RESOURCES INC	LEON	1618	823	10/22/2014	56.351
0185799/001	ROY F CLARK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	296	7/20/2009	129.75
0185801/001	DOUGLAS HOLLOMAN	MEAGHER OIL & GAS PROPERTIES INC	LEON	1281	791	7/27/2006	125.37
0185801/002	EARL U HOLLOMAN	MEAGHER OIL & GAS PROPERTIES INC	LEON	1281	797	7/27/2006	125.37
0185802/001	W A BILSING ET UX	EAST TEXAS OIL & GAS LLC	LEON	1563	531	4/18/2013	682.44
0185803/000	PATTY C MILBY	EAST TEXAS OIL & GAS LLC	MADISON	982	151	6/25/2009	26.04
0185804/000	JO ANN REICHERT	EAST TEXAS OIL & GAS LLC	LEON	1406	506	7/11/2009	82.127
0185808/000	GLADYS LUCILLE BATSON ESTATE	EAST TEXAS OIL & GAS LLC	LEON	1406	509	7/14/2009	50

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0185809/000	JULIA P MALKEY	EAST TEXAS OIL & GAS LLC	MADISON	987	279	7/22/2009	65.7
0185810/001	WAYNE J SMITH ET UX	MEAGHER OIL & GAS PROPERTIES INC	LEON	1300	14	8/24/2006	545.742
0185810/003	EARL B LANDRY JR ET UX	EAST TEXAS OIL & GAS LLC	LEON	1514	743	3/28/2012	9.871
0185810/004	TED A BANIK ET UX	EAST TEXAS OIL & GAS LLC	LEON	1497	348	11/14/2011	50
0185810/005	TODD H WHITESELL ET UX	MEAGHER OIL & GAS PROPERTIES INC	LEON	1293	203	7/25/2006	30.44
0185810/007	STACEY LANDRY ET VIR	EAST TEXAS OIL & GAS LLC	LEON	1514	737	3/28/2012	9.869
0185810/008	SHELLY K LANDRY	EAST TEXAS OIL & GAS LLC	LEON	1514	740	3/28/2012	9.869
0185812/000	CLEVE P BATSON JR	EAST TEXAS OIL & GAS LLC	MADISON	987	292	7/23/2009	144.4
0185814/000	LUEL LEWIS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	181	8/14/2009	119.6
0185815/001	W A BILSING ET UX	EAST TEXAS OIL & GAS LLC	LEON	1568	579	6/27/2013	25
0185816/001	AUBRIE E MCCOLLUM JR	EAST TEXAS OIL & GAS LLC	LEON	1423	517	12/15/2009	123.34
0185816/002	MARGARET WOYCHESIN	EAST TEXAS OIL & GAS LLC	LEON	1423	484	12/15/2009	123.34
0185816/003	DORIS LYNELL WOODERSON	EAST TEXAS OIL & GAS LLC	LEON	1423	487	12/15/2009	123.34
0185816/004	TRACY PARNELL	EAST TEXAS OIL & GAS LLC	LEON	1423	508	12/27/2009	125
0185816/005	SANDRA POKLUDA	EAST TEXAS OIL & GAS LLC	LEON	1423	505	12/15/2009	123.34
0185816/006	REGINALD WHEARLEY JR	EAST TEXAS OIL & GAS LLC	LEON	1423	490	12/15/2009	123.34
0185816/007	SHARON RENFRO	EAST TEXAS OIL & GAS LLC	LEON	1423	502	12/15/2009	123.34
0185816/008	DANNY W MITCHELL	EAST TEXAS OIL & GAS LLC	LEON	1431	670	1/18/2010	125
0185816/009	NOEL W MITCHELL	EAST TEXAS OIL & GAS LLC	LEON	1431	676	3/2/2010	125
0185816/010	TROY N MITCHELL	EAST TEXAS OIL & GAS LLC	LEON	1431	673	3/2/2010	125
0185816/011	JAMIE E MITCHELL	EAST TEXAS OIL & GAS LLC	LEON	1431	688	3/2/2010	125
0185816/012	FELICIA S LANGLOIS	EAST TEXAS OIL & GAS LLC	LEON	1431	685	3/1/2010	125
0185816/013	THOMAS R SCOTT	EAST TEXAS OIL & GAS LLC	LEON	1431	679	3/1/2010	125
0185816/014	PATTI S GABEL	EAST TEXAS OIL & GAS LLC	LEON	1431	691	3/1/2010	125
0185816/015	LAURA J HOFFMAN	EAST TEXAS OIL & GAS LLC	LEON	1431	682	3/1/2010	125
0185818/001	CHARLES E BARRINGTON ET UX	EAST TEXAS OIL & GAS LLC	LEON	1412	561	8/4/2009	72
0185819/001	BARBARA TARPLEY DOCKENS	EAST TEXAS OIL & GAS LLC	LEON	1505	347	12/22/2011	119
0185819/002	ILA RUTH MURFF	EAST TEXAS OIL & GAS LLC	LEON	1505	341	12/13/2011	119
0185819/003	ELAINE TARPLEY	EAST TEXAS OIL & GAS LLC	LEON	1505	353	11/21/2011	119
0185819/004	LAURIE STRUCK SHARP	EAST TEXAS OIL & GAS LLC	LEON	1505	350	11/21/2011	119
0185819/005	BILLY W STRUCK	EAST TEXAS OIL & GAS LLC	LEON	1514	749	11/21/2011	119
0185819/006	CARRIE STRUCK WHITE	EAST TEXAS OIL & GAS LLC	LEON	1505	344	12/28/2011	119
0185821/001	BRENDA BAILEY ET AL	EAST TEXAS OIL & GAS LLC	LEON	1408	198	7/1/2009	47.074
0185821/002	LINDA SANDEL DOUGHERTY	EAST TEXAS OIL & GAS LLC	LEON	1408	195	6/29/2009	14.118
0185821/003	JAMES GORDON HUGGINS TRUST	EAST TEXAS OIL & GAS LLC	LEON	1408	210	7/7/2009	14.118
0185821/004	BETTY JANE WEELDON	EAST TEXAS OIL & GAS LLC	LEON	1408	192	6/18/2009	14.118
0185822/001	GEORGIA MARIE CHAMBLESS	EAST TEXAS OIL & GAS LLC	LEON	1505	359	11/21/2011	34.933
0185823/001	BILLY JACK HOLLIS	EAST TEXAS OIL & GAS LLC	LEON	1415	512	9/24/2009	90
0185823/002	ANN HOLLIS HANKLA	EAST TEXAS OIL & GAS LLC	LEON	1412	556	9/18/2009	209
0185823/003	BILLIE J HOLLIS	EAST TEXAS OIL & GAS LLC	LEON	1415	507	10/2/2009	90
0185825/001	BILLIE PAYNE PATTERSON	EAST TEXAS OIL & GAS LLC	LEON	1412	567	8/27/2009	111.47

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0185827/001	SUSAN STEEN ROAN	EAST TEXAS OIL & GAS LLC	LEON	1423	499	11/20/2009	78.19
0185827/002	GLENN ALLEN STEEN	EAST TEXAS OIL & GAS LLC	LEON	1423	493	11/20/2009	80
0185827/003	JAMES ORVILLE STEEN	EAST TEXAS OIL & GAS LLC	LEON	1423	496	11/20/2009	80
0185831/001	ROSE G LAFORGE DECLARATION OF TRUST	EAST TEXAS OIL & GAS LLC	LEON	1423	520	11/12/2009	40.413
0185839/001	PAMELA K BATSON ROGERS ET VIR	BASIN ET ENERGY LLC	MADISON	1007	233	6/18/2009	81
0185839/002	KENNETH LAYNE BATSON ET UX	BASIN ET ENERGY LLC	MADISON	1007	227	6/18/2009	81
0185840/001	CAROLYN L LOCHTE FRERKING ET VIR	EAST TEXAS OIL & GAS LLC	MADISON	1007	93	11/6/2009	41.205
0185840/002	ZACH CROW ET UX	EAST TEXAS OIL & GAS LLC	MADISON	993	1	6/18/2009	41.205
0185844/000	DORIS MARIE HINES ET AL	EAST TEXAS OIL & GAS LLC	MADISON	992	340	9/11/2009	33.56
0185874/000	EARL W STONE ET UX	BASIN ET ENERGY LLC	MADISON	1007	184	8/10/2009	19.8
0185896/001	ARTHUR E MENVILLE	EOG RESOURCES INC	LEON	1595	777	4/1/2014	16.376
0185896/002	DOUGLAS STANDLEY BAUGH	EOG RESOURCES INC	LEON	1608	72	7/17/2014	30.376
0185896/003	KENNETH M STANDLEY	EOG RESOURCES INC	LEON	1608	92	7/14/2014	30.376
0185896/004	BELYNDA BAUGH WILSON	EOG RESOURCES INC	LEON	1608	96	7/17/2014	30.376
0185896/005	MARY JO EMIG ADAMS ET AL	EOG RESOURCES INC	LEON	1617	18	9/15/2014	30.376
0185897/000	SAMUEL T POWERS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1007	111	10/31/2009	9.99
0185898/001	SAMUEL M PADGETT ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1007	89	11/10/2009	18.592
0185899/000	MARGIE BRISENDINE	EAST TEXAS OIL & GAS LLC	MADISON	1003	59	11/3/2009	28
0185900/001	JAMES ORRICK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1003	102	11/10/2009	20.68
0185900/002	ELSIE BAILES	EAST TEXAS OIL & GAS LLC	MADISON	1003	94	11/11/2009	15.73
0185900/003	ROBERT STEPHENSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	98	11/16/2009	15.73
0185900/004	MARTHA R PEARSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	90	11/16/2009	15.73
0185900/005	KENNETH STEPHENSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	86	11/16/2009	15.73
0185900/006	DONALD PEEK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1004	150	11/10/2009	20.68
0185900/007	SYLVIA J BAILES	EAST TEXAS OIL & GAS LLC	MADISON	1003	106	11/16/2009	15.73
0185903/000	CHARLES BATSON	EAST TEXAS OIL & GAS LLC	MADISON	997	145	10/17/2009	25.264
0185948/001	JAMES M BUCEK	EOG RESOURCES INC	LEON	1595	779	4/20/2014	1003.327
0185948/002	JOHNNIE SUE BUCEK ET VIR	EOG RESOURCES INC	LEON	1595	763	4/20/2014	1003.327
0185948/003	CARRIE JETT QUINN ET AL	EOG RESOURCES INC	LEON	1595	802	4/20/2014	1003.327
0185948/004	MARY LOU DAWKINS ET AL	EOG RESOURCES INC	LEON	1595	804	4/20/2014	1003.327
0185948/005	MARGARET FAYE JETT ET VIR	EOG RESOURCES INC	LEON	1595	792	4/20/2014	1003.327
0185964/001	ARNOLD JOYCE COLE ET UX	BASIN ET ENERGY LLC	LEON	1422	770	7/30/2009	63.901
0185965/001	LINDA NORTHCUTT ET AL	EOG RESOURCES INC	MADISON	1330	201	2/26/2014	147.95
0185965/002	WALTER T NORTHCUTT ESTATE	EOG RESOURCES INC	MADISON	1384	61	10/1/2014	147.95
0185965/003	BONNIE JEAN PARKS	EOG RESOURCES INC	MADISON	1384	59	9/18/2014	147.95
0185974/000	RICHARD B REICHERT	EAST TEXAS OIL & GAS LLC	LEON	1412	564	8/20/2009	8
0185977/000	MARGARET ANN DAVID	EAST TEXAS OIL & GAS LLC	MADISON	992	286	9/29/2009	12.5
0185978/000	TIMOTHY D TARNOWSKI	EAST TEXAS OIL & GAS LLC	MADISON	992	282	9/29/2009	12.5
0185981/000	GLENDA WYATT	EAST TEXAS OIL & GAS LLC	MADISON	997	127	10/17/2009	25.264
0185983/000	MELVIN BATSON	EAST TEXAS OIL & GAS LLC	MADISON	997	133	10/17/2009	25.264
0185987/000	KENNETH G MARTIN ET UX	EAST TEXAS OIL & GAS LLC	LEON	1568	576	6/28/2013	16.34
0185998/001	JOHNNIE FAYE CANNON	BASIN ET ENERGY LLC	LEON	1422	760	6/30/2009	30.6

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0185998/002	SIDNEY D SCHNEIDER	BASIN ET ENERGY LLC	LEON	1422	822	6/30/2009	62.674
0185998/003	BILLIE CARTER CORNELISON	BASIN ET ENERGY LLC	LEON	1426	512	6/22/2009	26.774
0185998/004	JOE REED CARTER	BASIN ET ENERGY LLC	LEON	1422	765	6/22/2009	54.73
0185998/005	CARL I FUHRMANN JR	EOG RESOURCES INC	LEON	1599	878	5/21/2014	50
0185998/006	CHARLES J FUHRMANN II	EOG RESOURCES INC	LEON	1599	884	5/21/2014	50
0185998/007	RICHARD R FUHRMANN	EOG RESOURCES INC	LEON	1603	471	5/21/2014	50
0185998/008	GOODMAN FAMILY TRUST	EOG RESOURCES INC	LEON	1606	287	7/10/2014	50
0185998/009	JOAN DIXON SCLATER	EOG RESOURCES INC	LEON	1608	84	7/15/2014	50
0185998/010	DEBRA NEWMAN PETTY	EOG RESOURCES INC	LEON	1612	919	5/21/2014	50
0185998/011	ALBERT BOWEN BENNETT	EOG RESOURCES INC	LEON	1618	793	10/22/2014	10
0185999/001	ROYCE G SHAW	BASIN ET ENERGY LLC	LEON	1422	828	6/30/2009	48.076
0186004/005	JERRY K SHANNON ET UX	EOG RESOURCES INC	MADISON	1440	290	4/16/2015	121.343
0186004/006	SHANNON FAMILY RANCH LP	EOG RESOURCES INC	MADISON	1440	279	4/16/2015	74.53
0186006/001	WALTER H MARCHBANKS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	76	7/8/2009	53.266
0186006/002	BECKY LOU NEEF DAVIDSON	EOG RESOURCES INC	MADISON	1384	63	5/27/2014	3.86
0186009/002	AYLEEN ARMSTRONG BURDEN	EAST TEXAS OIL & GAS LLC	MADISON	985	60	7/9/2009	154.03
0186009/004	LINDA K JACKSON 2011 TRUST	EOG RESOURCES INC	MADISON	1369	185	8/28/2014	452.76
0186011/001	PAMELA K BATSON ROGERS ET VIR	BASIN ET ENERGY LLC	LEON	1422	754	6/18/2009	100.8
0186011/002	KENNETH LAYNE BATSON ET UX	BASIN ET ENERGY LLC	LEON	1422	748	6/18/2009	100.8
0186070/001	JOSEY OIL COMPANY LTD	EAST TEXAS OIL & GAS LLC	MADISON	1274	59	6/14/2013	292.4
0186070/002	LMJCO INC	EAST TEXAS OIL & GAS LLC	MADISON	1274	57	6/14/2013	292.4
0186070/003	RAJ ENERGY INC	EAST TEXAS OIL & GAS LLC	MADISON	1282	239	6/14/2013	292.4
0186070/004	JOY RESOURCES INC	EAST TEXAS OIL & GAS LLC	MADISON	1282	238	6/14/2013	292.4
0186070/005	CYNTHIA STRAUCH	EAST TEXAS OIL & GAS LLC	MADISON	1007	115	1/18/2010	292.4
0186070/006	JULIE ANN SMITH	EAST TEXAS OIL & GAS LLC	MADISON	1007	100	1/18/2010	292.4
0186070/007	HOUSTON OIL WELL SERVICE INC	EAST TEXAS OIL & GAS LLC	MADISON	1003	38	10/24/2009	292.4
0186070/008	KEVIN HARBERSON	EAST TEXAS OIL & GAS LLC	MADISON	1003	51	10/25/2009	292.4
0186070/009	JACK SPEED	EAST TEXAS OIL & GAS LLC	MADISON	1003	47	10/25/2009	292.4
0186070/010	JULIE ANN LITTLE	EAST TEXAS OIL & GAS LLC	MADISON	1003	55	10/25/2009	292.4
0186087/001	THOMAS JACK KEEFER	EAST TEXAS OIL & GAS LLC	MADISON	987	187	7/28/2009	34.666
0186087/002	RONNIE DALE RANTON ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	171	8/7/2009	34.666
0186088/000	BILLY JOE ADAMS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	175	7/30/2009	62.5
0186094/000	SHERRY CHANCE	BASIN ET ENERGY LLC	LEON	1422	838	8/10/2009	9
0186103/001	DIANE B FALLWELL	EOG RESOURCES INC	LEON	1597	650	4/28/2014	68.64
0186152/001	DONALD L DOBBS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	993	5	8/25/2009	37.52
0186152/002	ROY G ROSS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	992	323	9/25/2009	37.52
0186155/001	PERCY LOUIS WESTMORELAND III	BASIN ET ENERGY LLC	LEON	1422	806	9/5/2009	170.215
0186155/002	CAROLE WESTMORELAND MARTIN	BASIN ET ENERGY LLC	LEON	1422	800	9/5/2009	170.215
0186179/001	RICKY CARL BLEDSOE	EOG RESOURCES INC	MADISON	1359	186	4/28/2014	24.28
0186179/002	DEBRA SUSAN SPICER	EOG RESOURCES INC	MADISON	1333	211	4/28/2014	24.28
0186179/003	KENNY RAY BLEDSOE	EOG RESOURCES INC	MADISON	1333	213	5/6/2014	36.42

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0186179/004	JEFFERY LEE BLEDSOE	EOG RESOURCES INC	MADISON	1339	65	4/28/2014	24.28
0186187/001	LESLIE RAY	EAST TEXAS OIL & GAS LLC	MADISON	992	290	9/28/2009	254.539
0186187/002	LUEL LEWIS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	163	8/5/2009	254.539
0186187/003	DEAN LEWIS ET AL	EAST TEXAS OIL & GAS LLC	MADISON	987	167	8/5/2009	254.539
0186187/005	DENNIS LESTER MOEHR	EOG RESOURCES INC	MADISON	1362	316	8/12/2014	254.539
0186188/001	DANNY W KELLEY	EAST TEXAS OIL & GAS LLC	MADISON	997	95	9/30/2009	25
0186188/002	VIRGLE DAVID KELLEY III	EAST TEXAS OIL & GAS LLC	MADISON	997	103	9/30/2009	25
0186232/001	MARY ANN FANNETTE	EAST TEXAS OIL & GAS LLC	MADISON	997	120	10/7/2009	89.5
0186235/001	FIRST UNITED PENTECOSTAL CHURCH	BASIN ET ENERGY LLC	LEON	1422	812	9/27/2009	40.413
0186235/002	MARK MANNING	BASIN ET ENERGY LLC	LEON	1422	817	9/27/2009	40.413
0186236/001	CAROLE WESTMORELAND MARTIN	BASIN ET ENERGY LLC	LEON	1426	531	2/5/2010	100
0186236/002	PERCY LOUIS WESTMORELAND III	BASIN ET ENERGY LLC	LEON	1426	519	2/5/2010	50
0186245/001	1992 MARK ROBISON LIVESAY FAMILY TRUST	EOG RESOURCES INC	MADISON	1351	292	5/13/2014	886.64
0186245/002	1992 JAMES JINKINS LIVESAY FAMILY TRUST	EOG RESOURCES INC	MADISON	1351	294	5/13/2014	886.64
0186245/003	1992 WILLIAM R LIVESAY JR FAMILY TRUST	EOG RESOURCES INC	MADISON	1342	22	5/13/2014	886.64
0186245/004	J BAR L JINKINS RANCH LTD	EOG RESOURCES INC	MADISON	1342	27	5/13/2014	886.64
0186245/005	WILEY J JINKINS III	EOG RESOURCES INC	MADISON	1356	27	11/23/2014	755.14
0186246/001	1992 WILLIAM R LIVESAY JR FAMILY TRUST	EOG RESOURCES INC	LEON	1601	44	5/13/2014	942.7
0186246/002	1992 JAMES JINKINS LIVESAY FAMILY TRUST	EOG RESOURCES INC	LEON	1604	608	5/13/2014	942.7
0186246/003	1992 MARK ROBISON LIVESAY FAMILY TRUST	EOG RESOURCES INC	LEON	1601	42	5/13/2014	942.7
0186246/004	J BAR L-JINKINS RANCH LTD	EOG RESOURCES INC	LEON	1604	610	5/13/2014	942.7
0186246/005	WILEY J JINKINS III	EOG RESOURCES INC	LEON	1606	306	11/23/2014	942.7
0186287/001	TRAVIS DARRELL LEE	EOG RESOURCES INC	MADISON	1339	67	4/29/2014	53.492
0186287/002	GEORGE A SCOTT	EOG RESOURCES INC	MADISON	1372	274	8/20/2014	53.492
0186287/003	FRANKLIN D SCOTT	EOG RESOURCES INC	MADISON	1372	276	8/20/2014	53.492
0186291/001	PHILIP STANLEY WILLIAMS	EOG RESOURCES INC	LEON	1599	860	5/12/2014	111.27
0186291/002	CARLTON LEE WILLIAMS	EOG RESOURCES INC	LEON	1601	50	5/12/2014	111.27
0186301/001	FRANK WEATHERED	EOG RESOURCES INC	LEON	1599	882	4/24/2014	150
0186301/002	BEVERLY WEATHERED	EOG RESOURCES INC	LEON	1599	347	4/24/2014	150
0186301/003	PAMELA H DAILEY	EOG RESOURCES INC	LEON	1601	38	4/24/2014	150
0186301/004	ANNE MURRAY SEASE	EOG RESOURCES INC	LEON	1601	48	4/24/2014	150
0186302/001	WALTER WAYNE STEWART ET UX	EOG RESOURCES INC	LEON	1599	880	4/30/2014	53.44
0186302/002	JAMES BARRY STEWART ET UX	EOG RESOURCES INC	LEON	1601	58	4/30/2014	53.44
0186391/001	ANITA INEZ HEATH KNOUSE	EOG RESOURCES INC	LEON	1601	60	5/27/2014	1
0186391/002	SUSAN A HEATH	EOG RESOURCES INC	LEON	1601	52	5/27/2014	1
0186391/003	KAY H HEATH	EOG RESOURCES INC	LEON	1603	467	5/27/2014	1
0186391/004	GUY HILL HEATH	EOG RESOURCES INC	LEON	1603	469	6/11/2014	1
0186391/005	BARBARA ANITA HEATH	EOG RESOURCES INC	LEON	1610	394	5/27/2014	1
0186396/001	FRANCES A WALKER	EOG RESOURCES INC	LEON	1601	36	6/6/2014	20.37

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0186396/002	SUSAN E MCMILLIAN	EOG RESOURCES INC	LEON	1601	759	6/6/2014	20.37
0186403/000	MARTHA MOORE	EOG RESOURCES INC	MADISON	1342	35	6/4/2014	21.44
0186406/000	MARY YVONNE HUFFHINES ET VIR	EOG RESOURCES INC	LEON	1601	56	5/27/2014	57.5
0186461/000	JCC INVESTMENTS LTD	EOG RESOURCES INC	LEON	1603	460	6/20/2014	167.3
0186462/001	TONY S BOYKIN	EOG RESOURCES INC	LEON	1603	740	5/7/2014	740.79
0186462/002	TYSON HENSON	EOG RESOURCES INC	LEON	1603	748	5/7/2014	740.79
0186462/003	VONDA CRAVEY ET VIR	EOG RESOURCES INC	LEON	1603	746	5/7/2014	740.79
0186462/004	M & M RANCHES LLC	EOG RESOURCES INC	LEON	1603	744	5/7/2014	740.79
0186462/005	LISA TAYLOR	EOG RESOURCES INC	LEON	1603	750	5/7/2014	740.79
0186462/006	MATTHEW TORNO	EOG RESOURCES INC	LEON	1603	758	5/7/2014	740.79
0186462/007	GLENN JONES ET UX	EOG RESOURCES INC	LEON	1603	760	5/7/2014	740.79
0186462/008	JAMES DAVID WILSON IND EXECUTOR	EOG RESOURCES INC	LEON	1603	754	5/7/2014	740.79
0186462/009	BETTY JEAN TORNO	EOG RESOURCES INC	LEON	1603	752	5/7/2014	740.79
0186462/010	STEVE TORNO ET UX	EOG RESOURCES INC	LEON	1603	756	5/7/2014	740.79
0186462/011	REBECCA MATTHEWS	EOG RESOURCES INC	LEON	1603	742	5/7/2014	740.79
0186462/012	TAMARA WATSON	EOG RESOURCES INC	LEON	1603	762	5/7/2014	740.79
0186465/001	BETTY ANN LEWIS	EOG RESOURCES INC	MADISON	1348	254	5/27/2014	0.41
0186465/002	MAMIE E ELMENDORF	EOG RESOURCES INC	MADISON	1348	256	5/27/2014	0.41
0186465/003	CLARENCE SCHEIDEMANTEL JR	EOG RESOURCES INC	MADISON	1348	258	5/27/2014	0.41
0186466/000	JEREMY WILLIAM BENNETT ET UX	EOG RESOURCES INC	MADISON	1348	252	6/17/2014	21.146
0186473/001	MAY COOK TISDALE	EOG RESOURCES INC	LEON	1603	189	6/4/2014	94.97
0186473/002	SUZANNE MOL ST CLAIR	EOG RESOURCES INC	LEON	1654	604	7/11/2014	94.97
0186473/003	JAN C MOL	EOG RESOURCES INC	LEON	1654	606	7/2/2014	94.97
0186473/004	JON R MOL	EOG RESOURCES INC	LEON	1654	608	7/9/2014	94.97
0186473/005	DERRON N LAYMAN	EOG RESOURCES INC	LEON	1654	610	7/15/2014	94.97
0186473/006	BRENDA GAIL GILMORE	EOG RESOURCES INC	LEON	1654	612	7/6/2014	94.97
0186473/007	MERRILL G MOSER	EOG RESOURCES INC	LEON	1654	614	7/15/2014	94.97
0186530/001	LYNDA MINTER	EOG RESOURCES INC	LEON	1603	473	6/6/2014	59.24
0186536/000	SHERRIE G SHIRLEY	EOG RESOURCES INC	MADISON	1354	178	6/30/2014	104.664
0186562/001	MAY COOK TISDALE	EOG RESOURCES INC	LEON	1654	652	6/30/2014	646.401
0186562/002	FRANCES TISDALE FRENZEL	EOG RESOURCES INC	LEON	1654	654	6/30/2014	646.401
0186571/001	LYNDA ANNE MOHR	EOG RESOURCES INC	LEON	1604	614	6/11/2014	50
0186571/002	CARYE LOU DOWELL	EOG RESOURCES INC	LEON	1605	45	6/11/2014	50
0186571/003	MARY CHISHOLM GALLE	EOG RESOURCES INC	LEON	1605	41	6/24/2014	50
0186571/004	PHYLLIS ANNE BARKER	EOG RESOURCES INC	LEON	1605	47	6/11/2014	50
0186571/005	ROBERT ADDIE BARKER JR	EOG RESOURCES INC	LEON	1605	43	6/11/2014	50
0186571/006	ELM PETROLEUM LLC	EOG RESOURCES INC	LEON	1609	205	7/22/2014	50
0186571/007	KAY LYNN HAWTHORN	EOG RESOURCES INC	LEON	1610	368	7/22/2014	50
0186572/001	RYAN HIGHTOWER	EOG RESOURCES INC	LEON	1609	373	6/20/2014	485.909
0186572/002	GOREE OIL & GAS LLC	EOG RESOURCES INC	LEON	1609	375	6/20/2014	485.909
0186572/003	SMOKER ENERGY LLC	EOG RESOURCES INC	LEON	1609	379	6/20/2014	485.909
0186572/004	OAK VALLEY MINERAL AND LAND LP	EOG RESOURCES INC	LEON	1609	377	6/20/2014	485.909

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0186572/005	WILLIAM HIGHTOWER ET UX	EOG RESOURCES INC	LEON	1609	383	6/20/2014	485.909
0186572/006	DALTON H COBB JR ET UX	EOG RESOURCES INC	LEON	1609	385	6/20/2014	485.909
0186572/007	TEMA FUND I LP	EOG RESOURCES INC	LEON	1609	381	6/20/2014	288.869
0186572/008	J HIRAM MOORE LTD	EOG RESOURCES INC	LEON	1609	371	6/20/2014	485.909
0186572/009	LAZY BACKWARDS S LTD	EOG RESOURCES INC	LEON	1609	369	6/20/2014	485.909
0186576/001	TEMA FUND I LP	EOG RESOURCES INC	ROBERTSON	1243	471	6/20/2014	110
0186640/001	BRENDA GREEN	EOG RESOURCES INC	LEON	1605	39	6/17/2014	34.84
0186640/002	JAMES HENRY GODWIN JR	EOG RESOURCES INC	LEON	1606	296	6/17/2014	139.36
0186640/003	MICHAEL FREDERICK CARRINGTON	EOG RESOURCES INC	LEON	1606	294	6/17/2014	139.36
0186640/004	ROSEMARY CARRINGTON CHADWELL	EOG RESOURCES INC	LEON	1606	298	6/17/2014	139.36
0186640/005	DALE FRANK CARRINGTON	EOG RESOURCES INC	LEON	1606	300	6/17/2014	139.36
0186640/006	DAVID BEENE CARRINGTON	EOG RESOURCES INC	LEON	1606	302	6/17/2014	139.36
0186642/001	KAY LYNN MAYER DAWES	EOG RESOURCES INC	LEON	1605	37	6/24/2014	113.11
0186642/002	KAREN LEA MAYER	EOG RESOURCES INC	LEON	1605	35	6/24/2014	113.11
0186694/001	DENNIS E LEWIS	EOG RESOURCES INC	LEON	1606	292	7/16/2014	74.06
0186703/001	WILLIAM LEE HANKLA	EOG RESOURCES INC	LEON	1606	522	6/26/2014	100.5
0186703/002	LAURA HANKLA JOHNSTON	EOG RESOURCES INC	LEON	1606	524	6/26/2014	100.5
0186703/003	NANCY HANKLA SATTERFIELD	EOG RESOURCES INC	LEON	1606	526	6/26/2014	100.5
0186703/004	JAMES WALTER HANKLA	EOG RESOURCES INC	LEON	1606	520	6/26/2014	100.5
0186712/001	DENE' RAINWATER SWEARINGEN	EOG RESOURCES INC	LEON	1654	616	6/28/2014	292.969
0186716/001	PATRICE DIANE PERRY COLE	EOG RESOURCES INC	MADISON	1356	25	7/9/2014	52.999
0186716/002	CAROLYN ELAINE PERRY SHILLINGS	EOG RESOURCES INC	MADISON	1356	29	7/9/2014	52.999
0186716/003	WAYNE RHEA PERRY ET AL	EOG RESOURCES INC	MADISON	1369	175	7/9/2014	52.999
0186724/001	NICKELSON FAMILY PARTNERSHIP	EOG RESOURCES INC	LEON	1606	304	7/16/2014	66.49
0186724/002	RANZELL NICKELSON II	EOG RESOURCES INC	LEON	1608	76	7/22/2014	66.49
0186724/003	NOVA NICKELSON BEDINGER HANKINS	EOG RESOURCES INC	LEON	1608	88	7/22/2014	66.49
0186724/004	ROBERT JEFF NICKELSON	EOG RESOURCES INC	LEON	1608	90	7/24/2014	66.49
0186724/005	ELNA JO NICKELSON BENNETT	EOG RESOURCES INC	LEON	1608	98	7/24/2014	66.49
0186724/006	TINA BROOKE STEGALL ELY	EOG RESOURCES INC	LEON	1608	100	7/25/2014	66.49
0186724/007	LESLIE ANN HARRIS	EOG RESOURCES INC	LEON	1608	106	7/25/2014	66.49
0186724/008	BINA JO STEGALL ET AL	EOG RESOURCES INC	LEON	1609	213	7/28/2014	66.49
0186724/009	MICHAEL DAVID REAGAN	EOG RESOURCES INC	LEON	1609	226	7/25/2014	66.49
0186724/010	ZORA ANGELIE NICKELSON KERELUK	EOG RESOURCES INC	LEON	1610	392	7/25/2014	66.49
0186724/011	KATHRYN NICKELSON BRIMHALL	EOG RESOURCES INC	LEON	1610	406	7/22/2014	66.49
0186724/012	TERESA ANN STEGALL MARTIN	EOG RESOURCES INC	LEON	1611	920	7/25/2014	66.49
0186725/001	PERRY MIZELL	EOG RESOURCES INC	MADISON	1356	31	7/18/2014	296.97
0186735/001	CLINT D MCREE ET UX	EOG RESOURCES INC	LEON	1603	160	6/22/2014	15.797
0186736/001	DARRELL HALL	EOG RESOURCES INC	MADISON	1359	184	7/22/2014	79.35
0186736/002	5G INC	EOG RESOURCES INC	MADISON	1359	182	7/22/2014	79.35
0186737/000	WILMA GILBERT FITE	EOG RESOURCES INC	LEON	1608	74	7/16/2014	2
0186743/001	DORIS MARIE HINES	EOG RESOURCES INC	MADISON	1359	178	7/28/2014	31.31

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0186743/002	LYNN MCLAREN	EOG RESOURCES INC	MADISON	1362	266	7/31/2014	31.31
0186743/003	LISA MCLAREN CURTIS	EOG RESOURCES INC	MADISON	1362	264	7/31/2014	31.31
0186743/004	MICHAEL MCLAREN	EOG RESOURCES INC	MADISON	1364	334	7/31/2014	31.31
0186743/005	DOROTHY JUNE JENKINS IRREVOCABLE TRUST	EOG RESOURCES INC	MADISON	1364	332	7/25/2014	31.31
0186743/006	JAMES RICHARD BERRY	EOG RESOURCES INC	MADISON	1364	342	7/29/2014	31.31
0186743/007	KENNETH RAY BLEDSOE	EOG RESOURCES INC	MADISON	1369	200	7/29/2014	31.31
0186743/008	BEVERLY ANN BLEDSOE KEEPER ET AL	EOG RESOURCES INC	MADISON	1372	284	7/28/2014	31.31
0186743/009	GAIL HAMILTON WILLIAMS	EOG RESOURCES INC	MADISON	1377	289	9/8/2014	31.31
0186743/010	ROBERT E MCLAREN III	EOG RESOURCES INC	MADISON	1377	297	7/31/2014	31.31
0186753/001	ROBERT B MILLER	EOG RESOURCES INC	LEON	1608	94	7/14/2014	1833
0186755/000	ST TX MF116858	EOG RESOURCES INC	LEON	1624	500	9/9/2014	2.67
0186761/000	BOBBIE J WATTS	EOG RESOURCES INC	LEON	1608	104	7/30/2014	10.47
0186765/001	RICHARD A LEWIS ET UX	EOG RESOURCES INC	LEON	1608	108	7/16/2014	44.43
0186772/000	WEALTHY CEMETERY	EOG RESOURCES INC	LEON	1609	216	7/21/2014	1.723
0186777/000	PAUL M PAYNE ET UX	EOG RESOURCES INC	LEON	1609	218	7/29/2014	61
0186778/001	SHERMAN G PERRY	EOG RESOURCES INC	LEON	1654	618	8/3/2014	66.5
0186778/002	TERENCE PERRY	EOG RESOURCES INC	LEON	1654	620	8/3/2014	66.5
0186778/003	BIRDENE PERRY	EOG RESOURCES INC	LEON	1654	622	8/3/2014	66.5
0186778/004	SANDRA E KEETON	EOG RESOURCES INC	LEON	1654	624	10/3/2014	102
0186778/005	TONY B KEETON	EOG RESOURCES INC	LEON	1654	626	10/3/2014	102
0186778/006	VIRGIL KEETON JR	EOG RESOURCES INC	LEON	1654	628	10/3/2014	102
0186778/007	SONYA G MURPHY	EOG RESOURCES INC	LEON	1654	630	10/3/2014	102
0186778/008	ANDRE T KEETON	EOG RESOURCES INC	LEON	1654	632	10/3/2014	102
0186778/009	ARTINCE FORTSON	EOG RESOURCES INC	LEON	1654	634	7/9/2014	66.5
0186788/000	ST TX MF116936	EOG RESOURCES INC	MADISON	1412	312	10/7/2014	19.56
0186792/001	CHARLES R BLEDSOE	EOG RESOURCES INC	MADISON	1364	314	7/25/2014	100
0186792/002	DENESE BLEDSOE	EOG RESOURCES INC	MADISON	1364	338	7/21/2014	100
0186792/003	DORIS JEAN BLEDSOE NULL	EOG RESOURCES INC	MADISON	1364	336	7/23/2014	100
0186792/004	JUDY ELAINE BLEDSOE	EOG RESOURCES INC	MADISON	1369	177	8/25/2014	100
0186792/005	CALVIN NEAL BLEDSOE	EOG RESOURCES INC	MADISON	1369	202	8/21/2014	100
0186794/001	CHARLES A BARNES	EOG RESOURCES INC	LEON	1610	383	7/22/2014	50
0186812/001	QUIENCE WRIGHT	EOG RESOURCES INC	LEON	1654	636	7/29/2014	40
0186812/002	NADINE BELCHER	EOG RESOURCES INC	LEON	1654	638	7/29/2014	40
0186812/003	JESSIE LOICE BROWN	EOG RESOURCES INC	LEON	1654	640	7/29/2014	40
0186812/004	JERRY WALKER WHITIES	EOG RESOURCES INC	LEON	1654	650	7/28/2014	40
0186813/001	DONNA JEAN DONALSON	EOG RESOURCES INC	LEON	1654	642	8/19/2014	39.429
0186820/000	ST TX MF116938	EOG RESOURCES INC	LEON	1626	416	10/7/2014	1.5
0186821/001	BRIAN WILLIAM NOWLIN	EOG RESOURCES INC	LEON	1610	412	7/22/2014	220
0186821/002	JANET NOWLIN	EOG RESOURCES INC	LEON	1610	410	7/22/2014	220
0186821/003	JAMES R NOWLIN	EOG RESOURCES INC	LEON	1610	408	7/22/2014	220
0186821/004	NANCY NOWLIN KERR	EOG RESOURCES INC	LEON	1611	918	7/21/2014	220

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0186826/000	ST TX MF117003	EOG RESOURCES INC	LEON	1618	814	11/4/2014	1.27
0186828/001	CHARLES E HEATH	EOG RESOURCES INC	MADISON	1368	9	8/13/2014	159.272
0186828/002	WALTER C CLOPTON	EOG RESOURCES INC	MADISON	1372	278	9/4/2014	159.272
0186841/000	MARGIE BRISENDINE	EOG RESOURCES INC	MADISON	1369	192	8/25/2014	48.463
0186843/000	ST TX MF 117004	EOG RESOURCES INC	LEON	1618	825	11/4/2014	4.06
0186845/001	JOHN ARTHUR OUALLINE	EOG RESOURCES INC	LEON	1611	926	7/24/2014	50.35
0186845/002	STEVEN ELLIS OUALLINE	EOG RESOURCES INC	LEON	1611	928	8/11/2014	50.35
0186845/003	PATRICIA ALLEN	EOG RESOURCES INC	LEON	1618	797	10/22/2014	15.05
0186848/000	RONNIE HARRIS	EOG RESOURCES INC	MADISON	1369	204	9/15/2014	5
0186862/000	BILLY L REDMON INCOME TRUST	EOG RESOURCES INC	LEON	1612	927	9/11/2014	0.5
0186863/000	1979 JACKSON CHILDREN & GRANDCHILDREN TR	EOG RESOURCES INC	MADISON	1369	181	8/28/2014	154.89
0186868/001	DENNIS WIEGHAT ET UX	EOG RESOURCES INC	LEON	1612	925	9/11/2014	10
0186869/001	WILLIAM H WIEGHAT ET UX	EOG RESOURCES INC	LEON	1613	1	9/11/2014	52.92
0186871/001	PAMELA A COSTELLO	EOG RESOURCES INC	LEON	1654	644	10/27/2014	78.1
0186871/002	DIANA L ALLISON	EOG RESOURCES INC	LEON	1654	646	10/27/2014	78.1
0186871/003	DALE B PATTERSON	EOG RESOURCES INC	LEON	1654	648	10/27/2014	78.1
0187117/001	GARRISON GRAY AINSWORTH ET AL	EOG RESOURCES INC	LEON	1615	150	9/26/2014	380
0187117/002	DON RAY AINSWORTH ET AL	EOG RESOURCES INC	LEON	1616	927	9/26/2014	380
0187117/003	MARK HUTTON AINSWORTH	EOG RESOURCES INC	LEON	1617	3	9/26/2014	380
0187117/004	SPENCER JAMES AINSWORTH ET AL	EOG RESOURCES INC	LEON	1617	1	9/26/2014	380
0187126/001	MARIESSE OUALLINE SAMUELS	EOG RESOURCES INC	LEON	1615	131	8/25/2014	105.06
0187126/002	MARGARET OUALLINE HART	EOG RESOURCES INC	LEON	1617	5	8/27/2014	105.06
0187140/000	GIBBS BROTHERS & COMPANY LP	EOG RESOURCES INC	LEON	1616	925	9/30/2014	80
0400000/001	GIBBS BROTHERS & COMPANY LP	EOG RESOURCES INC	MADISON	1384	45	9/30/2014	62
0400013/000	EDNA LEE BROWN	EOG RESOURCES INC	MADISON	1384	65	10/8/2014	4.09
0400014/001	MARILYN MORGAN KELLOGG	EOG RESOURCES INC	LEON	1617	14	10/2/2014	10.07
0400025/000	BRUCE D WEAVER MINERAL TRUST	HAWKWOOD ENERGY EAST TEXAS LLC	MADISON	1370	105	9/22/2014	52.222
0400035/001	MARGARET VOISEL FORSTER	EOG RESOURCES INC	LEON	1623	388	11/17/2014	6.75
0400035/002	MARY SUSAN HAMMONS	EOG RESOURCES INC	LEON	1623	382	11/19/2014	6.75
0400035/003	DEBORA L ISAACSON	EOG RESOURCES INC	LEON	1623	384	11/19/2014	6.75
0400035/004	REBECCA L HUMPHREY	EOG RESOURCES INC	LEON	1623	386	11/19/2014	6.75
0400035/005	DIANE E AKEHURST	EOG RESOURCES INC	LEON	1623	390	11/19/2014	6.75
0400035/006	TRESSA A MUNTZ	EOG RESOURCES INC	LEON	1626	427	11/19/2014	6.75
0400052/001	DEBORA L ISAACSON	EOG RESOURCES INC	LEON	1626	431	12/10/2014	6.45
0400052/002	TRESSA A MUNTZ	EOG RESOURCES INC	LEON	1626	435	12/12/2014	6.45
0400052/003	MARGARET VOISEL FORSTER	EOG RESOURCES INC	LEON	1626	433	12/9/2014	6.45
0400052/004	MARY SUSAN HAMMONS	EOG RESOURCES INC	LEON	1626	437	12/10/2014	6.45
0400052/005	DIANE E AKEHURST	EOG RESOURCES INC	LEON	1635	788	12/12/2014	6.45
0400052/006	REBECCA L HUMPHREY	EOG RESOURCES INC	LEON	1635	790	12/10/2014	6.45
0400054/001	THOMAS DOYLE WARNER	EOG RESOURCES INC	LEON	1626	425	12/3/2014	6

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0177572/000	KIM D DAWSON	ISTROUMA RESOURCES INC	MADISON	1074	166	1/25/2011	29.283
0177625/001	TED A BANIK	ISTROUMA RESOURCES INC	LEON	1466	1	2/14/2011	50.511
0177625/002	BETTY JEAN GARCIA ET VIR	ISTROUMA RESOURCES INC	LEON	1468	891	2/14/2011	50.511
0177625/003	GUSTAVUS HOLDINGS LLC	EOG RESOURCES INC	LEON	1550	252	3/20/2013	50.511
0177667/001	KENNETH BERNARD BINGHAM ESTATE	ISTROUMA RESOURCES INC	MADISON	1074	169	2/18/2011	15.142
0177667/002	GARRY KENNETH BINGHAM	ISTROUMA RESOURCES INC	MADISON	1160	320	4/23/2012	15.142
0177667/003	JOHN NELSON BINGHAM	ISTROUMA RESOURCES INC	MADISON	1160	323	4/23/2012	15.142
0177667/004	JERRY WAYNE BINGHAM	ISTROUMA RESOURCES INC	MADISON	1160	326	4/23/2012	15.142
0177667/005	ANDREA MEAGAN BINGHAM CARREON	ISTROUMA RESOURCES INC	MADISON	1169	101	5/17/2012	15.142
0177667/006	RACHAEL MICHELLE BINGHAM	ISTROUMA RESOURCES INC	MADISON	1169	104	5/17/2012	15.142
0177667/007	LESLIE LINN PALMER BINGHAM	ISTROUMA RESOURCES INC	MADISON	1169	107	4/23/2012	15.142
0177667/008	GREGORY D ZOOK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1072	304	1/28/2011	15.142
0177798/001	ROBERT D MONTGOMERY	ISTROUMA RESOURCES INC	MADISON	1080	170	3/22/2011	29.326
0177799/001	JEANNE FORSTON	ISTROUMA RESOURCES INC	MADISON	1080	173	3/15/2011	3.596
0177799/002	MAYO PAUL CRUM JR	ISTROUMA RESOURCES INC	MADISON	1080	175	3/15/2011	3.595
0177799/003	CAROLYN C REED	ISTROUMA RESOURCES INC	MADISON	1080	177	3/15/2011	3.595
0177799/004	KATHERINE L PALMER	ISTROUMA RESOURCES INC	MADISON	1085	175	3/15/2011	3.595
0177799/006	WILLIAM ROBERT CRUM TRUST	ISTROUMA RESOURCES INC	MADISON	1087	272	3/15/2011	3.595
0177819/001	CHARLES B BEARD	ISTROUMA RESOURCES INC	MADISON	1080	188	3/17/2011	61.785
0177819/002	GARY MOORE	ISTROUMA RESOURCES INC	MADISON	1080	167	3/17/2011	61.785
0177819/003	CAROLYN MOORE LAWRENCE	ISTROUMA RESOURCES INC	MADISON	1080	185	3/17/2011	61.785
0177819/004	TALMAGE MOORE	ISTROUMA RESOURCES INC	MADISON	1080	182	3/17/2011	61.785
0177819/005	BEN TISINGER BEARD	ISTROUMA RESOURCES INC	MADISON	1080	179	3/17/2011	61.785
0177819/006	JOCELYN M WAGMAN	ISTROUMA RESOURCES INC	MADISON	1085	167	3/24/2011	61.785
0177819/007	BENJAMIN M WAGMAN	ISTROUMA RESOURCES INC	MADISON	1085	164	3/24/2011	61.785
0177819/008	JERRY MOORE	ISTROUMA RESOURCES INC	MADISON	1087	269	3/17/2011	61.785
0177819/009	WILLIAM NELSON TAYLOR III	ISTROUMA RESOURCES INC	MADISON	1137	76	7/7/2011	100
0177819/010	WILLIAM F GRINNAN JR	EAST TEXAS OIL & GAS LLC	MADISON	982	209	7/5/2009	61.785
0177819/011	CULLEN T GRINNAN ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	42	7/5/2009	61.785
0177819/012	DAVID S GRINNAN ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	38	7/5/2009	100
0177819/013	GEORGE D LINDSEY ET UX	EOG RESOURCES INC	MADISON	1286	339	9/9/2013	105.034
0177819/014	PAUL LINDSEY ET UX	EOG RESOURCES INC	MADISON	1288	60	9/9/2013	105.034
0177819/015	JAMES RODNEY LINDSEY ET UX	EOG RESOURCES INC	MADISON	1288	62	9/9/2013	105.034
0177819/016	WILLIAM F GRINNAN JR	EOG RESOURCES INC	MADISON	1417	125	12/8/2014	105.034
0177819/017	DAVID S GRINNAN ET UX	EOG RESOURCES INC	MADISON	1412	326	12/17/2014	105.034
0177819/018	CULLEN T GRINNAN ET UX	EOG RESOURCES INC	MADISON	1412	321	12/17/2014	105.034
0177860/001	DOROTHY BLACKMAN RUSSELL	ISTROUMA RESOURCES INC	MADISON	1085	194	2/10/2011	50
0177860/002	DONALD K BAKER ET UX	ISTROUMA RESOURCES INC	MADISON	1085	187	2/18/2011	50
0177860/003	FRANK J BAKER	ISTROUMA RESOURCES INC	MADISON	1085	190	2/18/2011	50
0177860/004	JANET B GILBERT ET VIR	ISTROUMA RESOURCES INC	MADISON	1085	192	2/24/2011	50
0177860/005	ANDREA R GOSSETT	ISTROUMA RESOURCES INC	MADISON	1085	177	2/24/2011	50
0177860/006	LUNA ANN SCHULZ LASSITER	ISTROUMA RESOURCES INC	MADISON	1085	183	2/10/2011	50

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0177860/007	WALTER LEE SCHULZ JR	ISTROUMA RESOURCES INC	MADISON	1085	185	2/10/2011	50
0177860/008	DEBBIE SCHULZ WILSON ET VIR	ISTROUMA RESOURCES INC	MADISON	1085	179	2/15/2011	50
0177860/009	PEGGY SCHULZ MOTE	ISTROUMA RESOURCES INC	MADISON	1085	181	2/15/2011	50
0177860/010	JILL ALEXANDER ESSBAUM	ISTROUMA RESOURCES INC	MADISON	1085	173	2/21/2011	50
0177860/011	DIANNE HESS	ISTROUMA RESOURCES INC	MADISON	1085	170	3/3/2011	50
0177860/012	MICHAEL BAKER	ISTROUMA RESOURCES INC	MADISON	1087	274	2/24/2011	50
0177860/013	EILEEN MAAS	ISTROUMA RESOURCES INC	MADISON	1097	81	3/3/2011	50
0177860/014	JAY SCHULZ ET UX	ISTROUMA RESOURCES INC	MADISON	1105	279	2/21/2011	50
0177862/001	GARY MARK LONGENBAUGH ET AL	ISTROUMA RESOURCES INC	LEON	1471	693	3/23/2011	870.86
0177862/003	MICHAEL D MCKINNEY MD	ISTROUMA RESOURCES INC	LEON	1472	919	4/4/2011	13
0177862/004	JAMES MICHAEL SULLIVAN	ISTROUMA RESOURCES INC	LEON	1476	619	4/11/2011	27.001
0177862/005	MICHAEL D MITCHELL	ISTROUMA RESOURCES INC	LEON	1474	760	5/12/2011	5.03
0177862/007	GAYLE E TITTLE	ISTROUMA RESOURCES INC	LEON	1476	626	6/2/2011	26.28
0177862/008	TONY S BOYKIN ET UX	ISTROUMA RESOURCES INC	LEON	1478	536	5/16/2011	18.001
0177862/012	JAMES P PATTERSON ET UX	ISTROUMA RESOURCES INC	LEON	1484	919	8/24/2011	76.471
0177862/014	PLUTARCO RAMIREZ SOLIZ ET UX	ISTROUMA RESOURCES INC	LEON	1487	774	8/29/2011	1.485
0177862/019	REBECCA BELLOWS	ISTROUMA RESOURCES INC	LEON	1487	809	9/29/2011	28.95
0177862/020	RAY STEVEN GARCIA	ISTROUMA RESOURCES INC	LEON	1490	7	9/12/2011	13
0177862/023	MARIA THERESA MCGREGOR	ISTROUMA RESOURCES INC	LEON	1498	75	11/16/2011	18.001
0177862/024	TIMOTHY W COFFEY	ISTROUMA RESOURCES INC	LEON	1499	897	11/7/2011	150.79
0177862/025	LEAH KIRKWOOD MIKULENKA	ISTROUMA RESOURCES INC	LEON	1499	901	11/28/2011	150.79
0177862/026	BARBARA COFFEY WALKER	ISTROUMA RESOURCES INC	LEON	1499	909	11/28/2011	150.79
0177862/027	KELSEY KIRKWOOD SWOR	ISTROUMA RESOURCES INC	LEON	1499	893	11/28/2011	150.79
0177862/028	SHARON COFFEY REECE	ISTROUMA RESOURCES INC	LEON	1499	905	11/28/2011	150.79
0177956/001	JANET B GILBERT ET VIR	ISTROUMA RESOURCES INC	LEON	1472	921	4/19/2011	102
0177956/002	LUNA ANNE SCHULZ LASSITER	ISTROUMA RESOURCES INC	LEON	1473	5	4/19/2011	102
0177956/003	DOROTHY BLACKMAN RUSSELL	ISTROUMA RESOURCES INC	LEON	1472	923	4/19/2011	102
0177956/004	DIANNE HESS	ISTROUMA RESOURCES INC	LEON	1472	925	4/19/2011	102
0177956/005	MICHAEL BAKER	ISTROUMA RESOURCES INC	LEON	1472	927	4/19/2011	102
0177956/006	DONALD K BAKER ET UX	ISTROUMA RESOURCES INC	LEON	1473	1	4/19/2011	102
0177956/007	FRANK J BAKER	ISTROUMA RESOURCES INC	LEON	1473	3	4/19/2011	102
0177956/008	WALTER LEE SCHULZ JR	ISTROUMA RESOURCES INC	LEON	1474	753	4/19/2011	102
0177956/009	JILL ALEXANDER ESSBAUM	ISTROUMA RESOURCES INC	LEON	1478	528	5/18/2011	102
0177956/010	EILEEN MAAS	ISTROUMA RESOURCES INC	LEON	1478	530	4/19/2011	102
0177956/011	ANDREA R GOSSETT	ISTROUMA RESOURCES INC	LEON	1478	526	4/19/2011	102
0177956/012	PEGGY SCHULZ MOTE	ISTROUMA RESOURCES INC	LEON	1478	518	4/19/2011	102
0177956/013	DEBBIE SCHULZ WILSON ET VIR	ISTROUMA RESOURCES INC	LEON	1478	522	4/19/2011	102
0177956/014	JAY SCHULZ ET UX	ISTROUMA RESOURCES INC	LEON	1482	848	5/18/2011	102
0177956/015	VIRGINIA RUTH JACKSON	ISTROUMA RESOURCES INC	LEON	1482	850	6/15/2011	4.887
0177956/016	HARVEY SCHULZ	ISTROUMA RESOURCES INC	MADISON	1490	630	9/26/2011	152
0177956/017	AMY AND RYAN FULTON TRUST	ISTROUMA RESOURCES INC	LEON	1554	797	3/26/2013	102

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0177956/018	AMY AND RYAN FULTON TRUST	ISTROUMA RESOURCES INC	MADISON	1252	274	3/26/2013	50
0177992/000	FLORA BELL HARDIN	ISTROUMA RESOURCES INC	MADISON	1087	266	5/3/2011	1
0178025/001	KEITH R PETERSON ETUX ETAL	ISTROUMA RESOURCES INC	LEON	1474	755	5/12/2011	66.16
0178025/002	MAXINE LANINGHAM MOORE	ISTROUMA RESOURCES INC	LEON	1481	524	6/7/2011	73.689
0178025/003	JOY BELLUSH	ISTROUMA RESOURCES INC	LEON	1482	818	7/1/2011	73.689
0178025/004	BENJAMIN BATY JR ET UX	ISTROUMA RESOURCES INC	LEON	1490	36	9/21/2011	73.689
0178025/005	CLINTON MANNING ET UX	ISTROUMA RESOURCES INC	LEON	1490	38	8/18/2011	25.8
0178025/006	ROBERT JEREMY LANINGHAM	ISTROUMA RESOURCES INC	LEON	1499	859	11/8/2011	73.689
0178025/007	DONALD DREW LANINGHAM	ISTROUMA RESOURCES INC	LEON	1499	857	11/8/2011	73.689
0178025/008	RODNEY JASON LANINGHAM	ISTROUMA RESOURCES INC	LEON	1499	855	11/8/2011	73.689
0178025/009	STEPHEN EDWARD EDMUNDSON	EOG RESOURCES INC	LEON	1569	521	8/7/2013	69.649
0178027/001	CARL E DOWDEN JR	ISTROUMA RESOURCES INC	LEON	1474	750	5/4/2011	43.69
0178027/002	DARLENE STEPHENS	ISTROUMA RESOURCES INC	LEON	1474	758	5/4/2011	43.69
0178027/003	CAROLYN SUE WARNEKE	ISTROUMA RESOURCES INC	LEON	1481	519	6/16/2011	214
0178027/004	RUSSELL HAROLD HOLLIS	ISTROUMA RESOURCES INC	LEON	1482	826	6/16/2011	214
0178027/005	MARGARET JOAN HOLLIS	ISTROUMA RESOURCES INC	LEON	1482	824	6/16/2011	214
0178027/006	SANDRA KAYE BURNS	ISTROUMA RESOURCES INC	LEON	1521	635	6/5/2012	43.69
0178090/001	DERWIN GUSTAVUS ET UX	ISTROUMA RESOURCES INC	LEON	1476	630	4/27/2011	21.76
0178090/002	ZELA E HODGES ET AL	ISTROUMA RESOURCES INC	LEON	1478	548	4/27/2011	21.76
0178090/003	EUNICE S HIBBELER	ISTROUMA RESOURCES INC	LEON	1478	510	4/27/2011	21.76
0178163/001	CAHABA PARTNERSHIP LTD	ISTROUMA RESOURCES INC	LEON	1478	508	6/15/2011	171.613
0178300/001	MICHAEL G FELDMAN	ISTROUMA RESOURCES INC	LEON	1482	832	6/30/2011	144.018
0178300/002	DERWIN GUSTAVUS ET UX	ISTROUMA RESOURCES INC	LEON	1516	574	7/18/2012	126.389
0178300/003	ZELA E HODGES ET AL	ISTROUMA RESOURCES INC	LEON	1516	576	7/18/2012	126.389
0178300/004	JOHN & EUNICE HIBBELER REVOCABLE TRUST	ISTROUMA RESOURCES INC	LEON	1517	752	7/18/2012	126.389
0178339/000	ANN SMITH	GONDAL MULLENAX	MADISON	983	148	7/17/2009	89.876
0178351/001	AUDEE REED	ISTROUMA RESOURCES INC	LEON	1482	808	6/24/2011	15.8
0178371/000	JOHN M DAVENPORT ET UX	ISTROUMA RESOURCES INC	MADISON	1109	319	6/29/2011	1
0178409/056	TIM MITCHELL ET UX	EOG RESOURCES INC	LEON	1601	54	6/10/2014	421.18
0178538/001	JO ANN PETERS	ISTROUMA RESOURCES INC	MADISON	1123	193	11/8/2011	121.9
0178538/002	HENRY E BLAZEK III	TERRA SOURCE LLC	MADISON	831	191	7/24/2006	121.9
0178589/001	SARAH T BUVINGHAUSEN	ISTROUMA RESOURCES INC	LEON	1497	236	11/7/2011	5
0178669/001	JAMES P PATTERSON ET UX	ISTROUMA RESOURCES INC	LEON	1498	77	1/5/2012	13
0178709/001	HORACE C HARGRAVE JR	ISTROUMA RESOURCES INC	MADISON	1132	335	12/7/2011	122
0178709/002	PATRICIA A LANCASTER	ISTROUMA RESOURCES INC	MADISON	1132	338	12/7/2011	122
0178709/003	ROBERT H GRUY	ISTROUMA RESOURCES INC	MADISON	1166	240	4/19/2012	175.894
0178709/004	WILLIAM ALAN GRUY	ISTROUMA RESOURCES INC	MADISON	1169	118	4/19/2012	175.894
0178709/005	JANET M GRUY WINTER	ISTROUMA RESOURCES INC	MADISON	1178	10	4/19/2012	175.894
0178709/006	K M FAGIN OIL TRUST	TERRA SOURCE LLC	MADISON	823	126	5/30/2006	296.893
0178709/007	W A BILSING ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1264	157	4/18/2013	604.965
0178709/011	MELVIN DRUMMOND ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1007	85	12/8/2009	34.975
0178709-012	STEVE W BILSING, ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	56	5/29/2009	416.72

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0178760/001	LIANNE DONOHO HAYES	ISTROUMA RESOURCES INC	LEON	1498	73	1/5/2012	6
0178761/000	WILLIAM THOMAS DONAHO ET UX	ISTROUMA RESOURCES INC	LEON	1499	889	1/9/2012	2
0178882/001	MICHAEL GLENN FELDMAN	ISTROUMA RESOURCES INC	MADISON	1142	1	1/18/2012	52.4
0178882/002	JAMES KRUPALA	ISTROUMA RESOURCES INC	MADISON	1151	150	2/13/2012	52.4
0178882/003	SUSANNA DOKUPIL	EAST TEXAS OIL & GAS LLC	MADISON	987	193	7/15/2009	143.71
0178882/004	JOANNA M OPASKAR	EAST TEXAS OIL & GAS LLC	MADISON	987	151	7/15/2009	317.88
0178882/005	STEVE TORNO	BASIN ET ENERGY LLC	MADISON	1007	178	7/15/2009	317.88
0178882/006	GLENN JONES	BASIN ET ENERGY LLC	MADISON	1007	284	7/15/2009	317.88
0178882/007	JAMES W WILSON	BASIN ET ENERGY LLC	MADISON	1007	328	7/15/2009	263.457
0178882/008	VICTOR R HILLMAN	BASIN ET ENERGY LLC	MADISON	1007	303	7/15/2009	317.88
0178882/009	JOE H BARNES II	EAST TEXAS OIL & GAS LLC	MADISON	1007	106	1/11/2010	151.438
0178882/010	JOEL A SHAW	BASIN ET ENERGY LLC	MADISON	1007	309	6/23/2009	317.88
0178883/001	KERRY W JOHNSON ET UX	ISTROUMA RESOURCES INC	MADISON	1142	4	5/4/2012	398.974
0178883/003	GIBBS BROTHERS & COMPANY LP	EAST TEXAS OIL & GAS LLC	MADISON	974	288	4/25/2009	290.414
0178883/004	ALICE DEMENT	EAST TEXAS OIL & GAS LLC	MADISON	987	210	7/29/2009	42
0178883/005	EMILY DORE	EAST TEXAS OIL & GAS LLC	MADISON	987	225	7/29/2009	42
0179013/001	MARION STAWNICZ ET UX	ISTROUMA RESOURCES INC	MADISON	1147	279	2/29/2012	65
0179013-002	SCHIEL LIVING TRUST	EAST TEXAS OIL & GAS LLC	MADISON	1072	312	1/26/2011	65
0179014/001	HORACE C HARGRAVE JR	ISTROUMA RESOURCES INC	MADISON	1147	282	2/1/2012	53.894
0179014/002	PATRICIA A LANCASTER	ISTROUMA RESOURCES INC	MADISON	1147	285	2/1/2012	53.894
0179014/003	THOMAS D MARCANTEL ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	81	5/11/2009	53.894
0179016/001	RAVE ENERGY INC	ISTROUMA RESOURCES INC	MADISON	1147	291	2/10/2012	59.744
0179016/002	ROCK POROSITY LLC	ISTROUMA RESOURCES INC	MADISON	1159	226	3/26/2012	124.467
0179016/003	UNION FCB TEXAS LTD	ISTROUMA RESOURCES INC	MADISON	1157	61	4/3/2012	59.744
0179016/004	ROCK RESERVES LTD	ISTROUMA RESOURCES INC	MADISON	1159	223	3/26/2012	124.467
0179016/005	HURLEY TEXAS ROYALTY PARTNERSHIP	ISTROUMA RESOURCES INC	MADISON	1166	231	3/20/2012	124.467
0179016/006	CENTURY 2000 ROYALTY PARTNERSHIP	ISTROUMA RESOURCES INC	MADISON	1166	234	3/20/2012	124.467
0179016/007	TAURUS ROYALTY LLC	ISTROUMA RESOURCES INC	MADISON	1166	237	3/28/2012	124.467
0179016/008	GEORGE VAUGHT JR	ISTROUMA RESOURCES INC	MADISON	1166	216	3/20/2012	124.467
0179016/009	ROBRO ROYALTY PARTNERS LTD	ISTROUMA RESOURCES INC	MADISON	1177	344	3/14/2012	124.467
0179016/010	BITTER END ROYALTIES LP	ISTROUMA RESOURCES INC	MADISON	1178	1	3/14/2012	124.467
0179016/011	GOLDKING ENERGY PARTNERS I LP	ISTROUMA RESOURCES INC	MADISON	1185	246	3/20/2012	124.467
0179016/012	VENDETTA ROYALTY PARTNERS LTD	ISTROUMA RESOURCES INC	MADISON	1183	334	3/20/2012	124.467
0179016/013	WHITE OAK ENERGY ROYALTY PARTNERS, LP	EOG Resources, Inc.	MADISON	1296	309	10/14/2013	124.467
0179016/015	GORDA SOUNG ROYALTIES, LP	EOG Resources, Inc.	MADISON	1333	200	3/26/2014	124.467
0179016/014	RAVE ENERGY INC., DBA GEP III	EOG Resources, Inc.	MADISON	1330	215	10/2/213	124.467
0179016/016	MAPFCB13-NET	EAST TEXAS OIL & GAS LLC	MADISON	1029	119	5/20/2010	59.744
0179073/001	TIMOTHY W COFFEY	ISTROUMA RESOURCES INC	LEON	1499	917	1/9/2012	29.584
0179073/002	BARBARA COFFEY WALKER	ISTROUMA RESOURCES INC	LEON	1499	915	1/9/2012	29.584
0179073/003	KELSEY KIRKWOOD SWOR	ISTROUMA RESOURCES INC	LEON	1501	783	1/9/2012	29.584
0179073/004	LEAH KIRKWOOD MIKULENKA	ISTROUMA RESOURCES INC	LEON	1501	781	1/9/2012	29.584

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0179073/005	SHARON COFFEY REECE	ISTROUMA RESOURCES INC	LEON	1499	913	1/9/2012	29.584
0179083/003	KENNETH STARNS	EAST TEXAS OIL & GAS LLC	MADISON	1128	265	9/30/2011	276.48
0179112/000	GLYNN ROBERT DONAHO	EAST TEXAS OIL & GAS LLC	LEON	1400	378	5/19/2009	215.24
0179114/000	JOE N SPIKES ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	56	6/1/2009	65.691
0179144/001	RDGML INC	ISTROUMA RESOURCES INC	MADISON	1147	294	2/22/2012	13
0179178/000	EDWARD E PATTILLO ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	50	6/1/2009	42.046
0179179/001	PAMELA J STORER	EAST TEXAS OIL & GAS LLC	MADISON	982	237	6/4/2009	98.5
0179179/002	GLEN ROSE JACKSON LIVING TRUST	EAST TEXAS OIL & GAS LLC	MADISON	985	87	7/18/2009	98.5
0179179/003	JOHN PATRICK EPPS	EAST TEXAS OIL & GAS LLC	MADISON	985	31	6/4/2009	98.5
0179179/004	MICHAEL L EPPS	EAST TEXAS OIL & GAS LLC	MADISON	985	80	6/4/2009	98.5
0179179/005	ROSE MARY JAMISON	EAST TEXAS OIL & GAS LLC	MADISON	985	140	6/4/2009	98.5
0179221/001	DARRELL R HALL ET UX	EAST TEXAS OIL & GAS LLC	MADISON	974	275	4/18/2009	243.48
0179235/001	WILFORD L ODOM ET UX	ISTROUMA RESOURCES INC	MADISON	1151	147	3/29/2012	27.14
0179242/001	JEANETTE K GOODMAN	EAST TEXAS OIL & GAS LLC	MADISON	974	296	4/17/2009	298
0179242/002	JOAN D SCLATER	EAST TEXAS OIL & GAS LLC	MADISON	974	251	4/28/2009	298
0179244/001	LAMAR K SPIKES ET UX	EAST TEXAS OIL & GAS LLC	MADISON	982	199	6/1/2009	36.26
0179280/001	ROLAND JACKSON TESTAMENTARY FAMILY TRUST	EAST TEXAS OIL & GAS LLC	MADISON	974	267	4/27/2009	147.82
0179280/002	VIRGINIA R JACKSON	EAST TEXAS OIL & GAS LLC	MADISON	974	271	4/27/2009	147.82
0179280/003	LINDA K JACKSON	EAST TEXAS OIL & GAS LLC	MADISON	974	263	4/27/2009	147.82
0179280/004	KRISTI A ANDERSON	EAST TEXAS OIL & GAS LLC	MADISON	987	255	7/25/2009	265.946
0179280/005	JERRE PARSONS WILLIAMS	EAST TEXAS OIL & GAS LLC	MADISON	985	6	7/25/2009	265.946
0179280/006	MISTY E CLOSS	EAST TEXAS OIL & GAS LLC	MADISON	985	11	7/25/2009	147.82
0179280/007	MORGAN G CLOSS	EAST TEXAS OIL & GAS LLC	MADISON	985	16	7/25/2009	265.946
0179280/008	GASTON DETWEILER	EAST TEXAS OIL & GAS LLC	MADISON	985	21	7/25/2009	265.946
0179280/009	DAVID TAYLOR	EAST TEXAS OIL & GAS LLC	MADISON	985	26	7/25/2009	265.946
0179280/010	FRANK P CLOSS	EAST TEXAS OIL & GAS LLC	MADISON	987	260	7/25/2009	265.946
0179280/011	HOLLY H DOMINGUE	EAST TEXAS OIL & GAS LLC	MADISON	987	270	7/25/2009	265.946
0179280/012	ALLEN R TAYLOR	EAST TEXAS OIL & GAS LLC	MADISON	987	265	7/25/2009	265.946
0179280/013	MAMIE JEANE MARTIN	EAST TEXAS OIL & GAS LLC	MADISON	993	19	7/25/2009	265.946
0179280/014	JAMES N PARSONS III	EAST TEXAS OIL & GAS LLC	MADISON	987	306	7/25/2009	265.946
0179280/015	Michael Mixson	EOG Resources, Inc.	Madison	1277	62	7/25/2013	272.07
0179280/016	Carrie Michelle Turner	EOG Resources, Inc.	Madison	1277	72	7/25/2013	272.07
0179280/017	Ruth Bexley Turner	EOG Resources, Inc.	Madison	1277	68	7/25/2013	272.07
0179280/018	Michael Theodore Turner	EOG Resources, Inc.	Madison	1277	64	7/25/2013	272.07
0179280/019	Joel C. Turner	EOG Resources, Inc.	Madison	1277	66	7/25/2013	272.07
0179280/020	William Robert Turner	EOG Resources, Inc.	Madison	1277	56	7/25/2013	272.07
0179280/021	Dayton Russell Turner	EOG Resources, Inc.	Madison	1277	54	7/25/2013	272.07
0179280/022	Phillip Wayne McKenzie	EOG Resources, Inc.	Madison	1281	331	7/25/2013	272.07
0179280/023	Vernon Allen Fisher	EOG Resources, Inc.	Madison	1281	327	7/25/2013	272.07
0179280/024	Chester D. Turner	EOG Resources, Inc.	Madison	1281	329	7/25/2013	272.07
0179280/025	Christy Fisher Williams	EOG Resources, Inc.	Madison	1281	333	7/25/2013	272.07
0179280/026	Lloyd William McKenzie	EOG Resources, Inc.	Madison	1281	335	7/25/2013	272.07

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0179280/027	Claude Tyler Turner, Jr.	EOG Resources, Inc.	Madison	1286	337	7/25/2013	272.07
0179280/028	Dwight Turner	EOG Resources, Inc.	Madison	1284	219	7/25/2013	272.07
0179280/029	Lana Catherine Turner	EOG Resources, Inc.	Madison	1284	217	7/25/2013	272.07
0179302/001	JOSEPH A DONAHO	EAST TEXAS OIL & GAS LLC	LEON	1400	374	6/11/2009	123.355
0179302/002	WILLIAM T DONAHO	EAST TEXAS OIL & GAS LLC	LEON	1400	370	6/11/2009	123.355
0179314/001	DR WILLIAM A BILSING ET UX	TERRA SOURCE LLC	MADISON	823	73	4/17/2006	78.689
0179316/001	LAURIE HOOPER GROESCHEL	TERRA SOURCE LLC	MADISON	823	118	4/5/2006	572.84
0179316/002	WILLIAM T HOOPER JR	TERRA SOURCE LLC	MADISON	823	151	4/5/2006	572.84
0179316/003	DAVID N HOOPER	TERRA SOURCE LLC	MADISON	823	147	4/5/2006	572.84
0179316/004	RICHARD A CREED ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1020	332	2/6/2010	18.29
0179319/001	JEANE E SMITH	ISTROUMA RESOURCES INC	MADISON	1154	345	3/29/2012	44.467
0179320/001	WILSON ASSET TRUST	ISTROUMA RESOURCES INC	MADISON	1155	1	3/2/2012	24.795
0179320/002	GWENDOLYN HUNDLEY	ISTROUMA RESOURCES INC	MADISON	1155	10	3/30/2012	24.795
0179320/003	MARY ALICE DANIEL	ISTROUMA RESOURCES INC	MADISON	1154	336	3/30/2012	24.795
0179320/004	LANA BERGERON	ISTROUMA RESOURCES INC	MADISON	1154	339	3/30/2012	24.795
0179320/005	IVAN LANGFORD III	ISTROUMA RESOURCES INC	MADISON	1155	7	3/30/2012	24.795
0179320/006	DENISE LANGFORD	ISTROUMA RESOURCES INC	MADISON	1154	342	3/30/2012	24.795
0179320/007	DEBORAH DABNEY	ISTROUMA RESOURCES INC	MADISON	1160	329	3/30/2012	24.795
0179323/001	CHOCTAW ENERGY LIMITED PARTNERSHIP	EAST TEXAS OIL & GAS LLC	BRAZOS	9259	262	7/7/2009	310.09
0179535/001	GUS BENAVIDES JR	ISTROUMA RESOURCES INC	MADISON	1155	4	3/29/2012	27.28
0180391/005	WILLIAM L JAMISON JR	BASIN ET ENERGY LLC	MADISON	1007	271	7/21/2009	97.816
0180391/007	KATHRYN JAMISON SHULL	EAST TEXAS OIL & GAS LLC	MADISON	987	283	7/9/2009	97.816
0180391/008	JACK PICKENS ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	46	6/9/2009	97.816
0180488/001	SANDRA KAYE BURNS	ISTROUMA RESOURCES INC	MADISON	1177	322	6/5/2012	23.603
0180580/001	JERALD PAYNE EVANS	ISTROUMA RESOURCES INC	MADISON	1169	110	5/30/2012	70.481
0180580/002	ALFRED JACKSON MOORE JR	ISTROUMA RESOURCES INC	MADISON	1177	341	6/11/2012	70.481
0180580/003	GEORGE ALAN DOWELL	ISTROUMA RESOURCES INC	MADISON	1183	337	6/11/2012	70.481
0180580/004	RICKY MOORE	EOG RESOURCES INC	MADISON	1210	193	10/25/2012	71.5
0180580/005	MICHAEL G MOORE	EOG RESOURCES INC	MADISON	1239	301	2/21/2013	71.5
0180580/007	DR ROBERT D SKINNER	EAST TEXAS OIL & GAS LLC	MADISON	1047	254	8/11/2010	70.481
0180580/010	JUDY HUBBARD	EAST TEXAS OIL & GAS LLC	MADISON	1047	218	7/17/2010	61
0180580/012	GARY C DOWELL	EAST TEXAS OIL & GAS LLC	MADISON	1047	201	7/23/2010	70.481
0180580/015	JIMMY LLOYD ET UX	EAST TEXAS OIL & GAS LLC	MADISON	987	155	8/7/2009	119.47
0180580/016	EVERETT POPE DOWELL	EAST TEXAS OIL & GAS LLC	MADISON	993	57	8/27/2009	119.47
0180580/017	MARIANNE SHEPPARD	EAST TEXAS OIL & GAS LLC	MADISON	993	53	8/27/2009	119.47
0180580-006	LARRY SKINNER	EAST TEXAS OIL & GAS LLC	MADISON	1053	292	8/10/2010	71.5
0180580-008	JOHN B DOWELL	EAST TEXAS OIL & GAS LLC	MADISON	1047	230	7/16/2010	71.5
0180580-009	MERLE J MAY	EAST TEXAS OIL & GAS LLC	MADISON	1047	193	7/16/2010	71.5
0180580-011	PATSY ANN STOEVER	EAST TEXAS OIL & GAS LLC	MADISON	1047	250	7/17/2010	71.5
0180580-013	KIMBERLY LUNDAHL	EAST TEXAS OIL & GAS LLC	MADISON	1047	226	7/25/2010	71.5
0180580-014	AC DOWELL, JR	EAST TEXAS OIL & GAS LLC	MADISON	1047	238	7/20/2010	71.5
0180642/001	MADGE FRANKLIN GUTIERREZ	ISTROUMA RESOURCES INC	MADISON	1169	121	5/4/2012	12.317

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0180642/002	MOLLY ELLEN JANNETT	ISTROUMA RESOURCES INC	MADISON	1169	124	5/4/2012	12.317
0180642/003	GEORGE CHARLES FRANKLIN	ISTROUMA RESOURCES INC	MADISON	1169	115	5/4/2012	12.317
0180642/004	JANET FRANKLIN ROBINSON	ISTROUMA RESOURCES INC	MADISON	1169	112	5/4/2012	12.317
0180642/005	DIANE DAVENPORT STEELE	EOG RESOURCES INC	MADISON	1216	52	11/15/2012	110
0180642/006	FRANCHA DAVENPORT WEST	EOG RESOURCES INC	MADISON	1216	54	11/15/2012	110
0180642/007	RAYMOND R DAVENPORT JR	EOG RESOURCES INC	MADISON	1216	50	11/15/2012	110
0180642/008	ELIZABETH WILSON SMITH	EOG RESOURCES INC	MADISON	1218	59	11/16/2012	110
0180642/009	JOSEPH CLAY WILSON	EOG RESOURCES INC	MADISON	1218	57	11/16/2012	110
0180642/010	VANN C WILSON JR	EOG RESOURCES INC	MADISON	1222	252	12/6/2012	110
0180642/011	ROGER ANN CRAIG	EOG RESOURCES INC	MADISON	1222	246	12/6/2012	110
0180642/012	LAURIE FALK	EOG RESOURCES INC	MADISON	1222	248	12/6/2012	110
0180642/013	AUDREY LEE WILSON	EOG RESOURCES INC	MADISON	1222	250	12/6/2012	110
0180642/014	GEORGE FALK JR	EOG RESOURCES INC	MADISON	1226	45	12/6/2012	110
0180642/015	ARDATH K WILSON	EOG RESOURCES INC	MADISON	1226	43	11/19/2012	110
0180642/016	ROSALIE WILSON	EOG RESOURCES INC	MADISON	1226	41	12/20/2012	110
0180642/017	ROGER W WILSON JR	EOG RESOURCES INC	MADISON	1227	278	12/20/2012	110
0180642/018	LOUISE GOODLOE SCOTTIE KERSTA-WILSON	EOG RESOURCES INC	MADISON	1237	246	2/14/2013	110
0180642/019	TRACY LESIEUR	EOG RESOURCES INC	MADISON	1243	26	2/14/2013	110
0180642/020	CLAY F WILSON	EOG RESOURCES INC	MADISON	1243	28	2/14/2013	110
0180642/021	KELLY WILSON KRITSAS	EOG RESOURCES INC	MADISON	1243	24	2/27/2013	110
0180642/022	BORDEN A WILSON	EOG RESOURCES INC	MADISON	1252	266	2/14/2013	110
0180642-023	BILLY R. JONES, ET UX	EAST TEXAS OIL & GAS LLC	MADISON	978	36	5/26/2009	110
0181039/001	ROBERT D MONTGOMERY	ISTROUMA RESOURCES INC	MADISON	1177	334	5/21/2012	5.644
0182081/001	JAKE COLE HOWARD ET AL	WEBER ENERGY CORPORATION	MADISON	1116	265	8/22/2010	111.302
0182468/001	MARION STAWNICZ ET UX	EOG RESOURCES INC	MADISON	1206	127	10/23/2012	28.813
0183067/001	VIRGINIA R MCNEELY	EOG RESOURCES INC	MADISON	1222	234	12/4/2012	20.008
0183067/002	RICHARD A CREED ET UX	EOG RESOURCES INC	MADISON	1267	273	6/19/2013	20.008
0183289/001	VICKEY JEANETTE BEST	EOG RESOURCES INC	MADISON	1232	343	1/10/2013	56.93
0183289/002	VERINDA DELAYNE BROUSSARD	EOG RESOURCES INC	MADISON	1232	337	1/10/2013	56.93
0183289/003	EBBY LAVERNE GREENE FAMILY TRUST	EAST TEXAS OIL & GAS LLC	MADISON	1020	316	4/6/2010	56.93
0183289/004	ROBERT A CHALK ET UX	BASIN ET ENERGY LLC	MADISON	1007	252	6/11/2009	117.984
0183387/001	HATTIE M CROW	EOG RESOURCES INC	MADISON	1237	224	1/17/2013	5.65
0183387/002	BARBARA CROW BEELER	EOG RESOURCES INC	MADISON	1237	228	1/17/2013	5.65
0183387/003	ULRICH W CROW JR	EOG RESOURCES INC	MADISON	1237	226	1/17/2013	5.65
0184651/000	ST TX MF115444	EOG RESOURCES INC	MADISON	1277	38	7/16/2013	64.249
0185052/001	DAIN FELDMAN SCHAEFER	EOG RESOURCES INC	LEON	1571	616	8/29/2013	96.012
0185111/001	STEPHEN EDWARD EDMUNDSON	EOG RESOURCES INC	LEON	1574	14	9/18/2013	4.04
0185111/002	HAL B. SHARP	EOG RESOURCES INC.	LEON	1594	147	3/20/2014	4.04
0185111/003	SHIRLEY RICHARDS	EOG RESOURCES INC.	LEON	1594	149	3/17/2014	4.04
0185111/004	ZELA E HODGES	EOG RESOURCES INC	LEON	1594	151	3/20/2014	4.04
0185111/005	EDELWEISS GUSTAVUS	EOG RESOURCES INC	LEON	1594	153	3/19/2014	4.04

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0185111/006	WAYNE SHARP	EOG RESOURCES INC	LEON	1594	155	3/19/2014	4.04
0185193/001	CHARLES G ROBERTS ET UX	PRESCO INC	MADISON	1075	78	2/10/2011	98.409
0185384/001	BILLY RAY SKAINS	PRESCO INC	MADISON	1024	22	4/29/2010	542.5
0185384/002	CURTIS JOE SKAINS	PRESCO INC	MADISON	1024	31	4/29/2010	542.5
0185404/000	STATE OF TEXAS, COMM OF GENERAL LAND OFFICE	EOG RESOURCES INC.	LEON	1591	133	2/4/2014	1.41
0185412/001	JASQUELYN K ROGERS FLOYED	PRESCO INC	MADISON	1028	5	5/12/2010	443.1
0185412/002	RUTH LYNN ROGERS KROPP	PRESCO INC	MADISON	1025	111	5/12/2010	443.1
0185412/003	BETTY LOU ROGERS MITCHELL	PRESCO INC	MADISON	1025	95	5/12/2010	443.1
0185412/004	JOANN ROGERS UTZ	PRESCO INC	MADISON	1025	330	5/12/2010	443.1
0185412/005	THOMAS E BLAKENEY JR	PRESCO INC	MADISON	1025	317	5/28/2010	977.02
0185412/006	W CRAIG BAILEY ET UX	PRESCO INC	MADISON	1025	104	5/28/2010	977.02
0185412/007	JACK CLIFFORD WILLIAMS	PRESCO INC	MADISON	1028	22	5/12/2010	438.37
0185412/008	DARRYL E MCDONALD ET UX	PRESCO INC	MADISON	1044	63	9/20/2010	982.543
0185702-000	JR PATTERSON, ET UX	MEAGHER OIL & GAS PROPERTIES INC	LEON	1269	435	5/26/2006	81.115
0185800/000	CELIA SHANNON	EAST TEXAS OIL & GAS LLC	MADISON	982	172	6/25/2009	52.1
0185813/000	CHAP HARRIMAN	EAST TEXAS OIL & GAS LLC	MADISON	987	220	8/4/2009	83.43
0185824/001	SALLIE SUE FROGGE	EAST TEXAS OIL & GAS LLC	MADISON	993	36	8/6/2009	415.661
0185824/002	C PATRICK MARTIN	EAST TEXAS OIL & GAS LLC	MADISON	993	42	8/15/2009	415.661
0185824/003	MICHAEL A STOCKER	EAST TEXAS OIL & GAS LLC	MADISON	1034	250	5/29/2010	162.6
0185836/001	MARION STAWNICZ ET UX	BASIN ET ENERGY LLC	MADISON	1007	208	6/18/2009	53.69
0185836/002	REBECCA J WADDELL ET AL	BASIN ET ENERGY LLC	MADISON	1007	321	6/18/2009	53.69
0185838/001	JAMES A KNIPPA III ET UX	BASIN ET ENERGY LLC	MADISON	1007	290	6/15/2009	379.47
0185872/001	HAROLD LEE PARKER ET UX	EAST TEXAS OIL & GAS LLC	LEON	1423	514	11/20/2009	15.8
0185872/002	BOBBY PAUL PARKER	EAST TEXAS OIL & GAS LLC	LEON	1423	511	11/20/2009	15.8
0185875/000	CHALK FAMILY LTD	BASIN ET ENERGY LLC	MADISON	1007	246	6/11/2009	180.647
0185881/001	RICHARD L POOL	EAST TEXAS OIL & GAS LLC	MADISON	1034	262	7/9/2010	32.45
0185881/002	DORA COMPIS	EAST TEXAS OIL & GAS LLC	MADISON	1029	110	3/29/2010	32.45
0185881/003	LAURA A BAILEY	EAST TEXAS OIL & GAS LLC	MADISON	1029	106	3/29/2010	32.45
0185881/004	RONALD W BAILEY	EAST TEXAS OIL & GAS LLC	MADISON	1029	126	3/29/2010	32.45
0185881/005	JOHN W KITCHENS	EAST TEXAS OIL & GAS LLC	MADISON	987	214	7/27/2009	40
0185881/006	WESLEY J POOL	EAST TEXAS OIL & GAS LLC	MADISON	1047	187	7/9/2010	32.45
0185881/007	JOE R POOL JR	EAST TEXAS OIL & GAS LLC	MADISON	1214	237	7/9/2010	32.45
0186001/001	JACK B ELLISON	EAST TEXAS OIL & GAS LLC	MADISON	985	128	6/25/2009	507
0186001/002	JASON B ELLISON	EAST TEXAS OIL & GAS LLC	MADISON	985	115	6/25/2009	507
0186001/003	ELLISON FAMILY TRUST	EAST TEXAS OIL & GAS LLC	MADISON	985	147	6/25/2009	507
0186001/004	HEIDY HERSCHBACH	EAST TEXAS OIL & GAS LLC	MADISON	987	201	6/10/2009	87
0186001/005	HERSCHBACH PETROLEUM COMPANY LTD	EAST TEXAS OIL & GAS LLC	MADISON	1175	208	7/2/2012	30.928
0186002/001	CLARENCE SCHEIDEMANTEL JR	EAST TEXAS OIL & GAS LLC	MADISON	985	135	7/9/2009	203.45
0186002/002	BETTY ANN LEWIS	EAST TEXAS OIL & GAS LLC	MADISON	985	101	7/6/2009	103.45
0186002/003	DAVID C ELMENDORF ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	51	7/6/2009	166.634
0186004/001	DANNY M SHANNON ET UX	EAST TEXAS OIL & GAS LLC	MADISON	985	94	6/25/2009	54.761

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0186004/002	CHRISTOPHER H CLARK ET UX	EAST TEXAS OIL & GAS LLC	MADISON	982	225	6/25/2009	41.741
0186004/003	JON L SHANNON	EAST TEXAS OIL & GAS LLC	MADISON	982	158	6/25/2009	46.465
0186004/004	JERRY K SHANNON ET UX	EAST TEXAS OIL & GAS LLC	MADISON	982	165	6/27/2009	88.213
0186008/001	LESLYE VAN NAME LAIDLAW FLEER	EAST TEXAS OIL & GAS LLC	MADISON	985	73	7/9/2009	208.5
0186008/002	GLENN AIRLIE LAIDLAW	EAST TEXAS OIL & GAS LLC	MADISON	985	70	7/9/2009	208.5
0186008/003	WENDYE LAIDLAW MICKEL	EAST TEXAS OIL & GAS LLC	MADISON	985	67	7/9/2009	208.5
0186008/004	WILLIAM J LAIDLAW III	EAST TEXAS OIL & GAS LLC	MADISON	985	64	7/9/2009	208.5
0186008/005	PERI LAIDLAW ELLIOTT	EAST TEXAS OIL & GAS LLC	MADISON	987	207	7/9/2009	208.5
0186175/001	JOSEPH S BINDO ET UX	EAST TEXAS OIL & GAS LLC	MADISON	1020	308	2/13/2010	23.603
0186176/001	CHARLOTTE BAROSH ET AL	EAST TEXAS OIL & GAS LLC	MADISON	1020	320	2/18/2010	21.058
0186231/000	CARLYSLE H MARBACH ET UX	EAST TEXAS OIL & GAS LLC	MADISON	992	332	7/21/2009	10.413
0186233/001	ROBERT L CULLINS	EAST TEXAS OIL & GAS LLC	MADISON	993	48	8/11/2009	175.912
0186233/002	ELIZABETH PEAKE FAULK	EAST TEXAS OIL & GAS LLC	MADISON	987	197	8/9/2009	100.065
0186233/003	JACK E HAVARD	EAST TEXAS OIL & GAS LLC	MADISON	993	26	8/3/2009	25.1
0186237/001	J D PATTERSON	MEAGHER OIL & GAS PROPERTIES INC	LEON	1281	746	5/28/2006	59
0186237/002	J R PATTERSON	MEAGHER OIL & GAS PROPERTIES INC	LEON	1269	430	5/28/2006	63.451

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Exhibit B

Wells

See attached.

****
****

THIS IS ADDED FOR SCANNING PURPOSES ONLY

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Exhibit B

to Assignment, Assumption and Bill of Sale dated May 18, 2016,
by and between
EOG Resources, Inc., as Seller, and Hawkwood Energy East Texas, LLC, as Buyer

Oil and Gas Wells

Well Name	County	API No.
The Grove Unit #1H	Leon	42-289-32128
The Grove Unit #2H	Leon	42-289-32130
The Grove Unit #3H	Leon	42-289-32131
The Golden Wave Unit #1H	Leon	42-289-32132
Donaho Unit #1H	Leon	42-289-31995
Ellison Unit #1H	Madison	42-313-30977
Sully Unit #1H	Leon	42-289-32105
Bayou Bengals Unit #1H	Madison	42-313-31014
Blazek-Peters #1H	Madison	42-313-30937
Rea Unit #1H	Madison	42-313-30958
Zeus #1H	Madison	42-313-31115
Zeus #2H*	Madison	42-313-31200
Blazek Peters #1	Madison	42-313-30932
DKR #1	Leon	42-289-32140
Ransom #1H	Brazos	42-041-32078
Ransom #2H	Brazos	42-041-32083
Weaver-Ransom-State Unit #1H	Madison	42-313-31034
Weaver-Ransom-State-Unit #2H	Madison	42-313-31035

Water Wells

Tracking Number	County	Lessee	Name	Latitude	Longitude
364180	Leon	EOG Resources, Inc.	Patterson FP #1 (Pat Patt)	31.000000	-96.183611
366016	Leon	EOG Resources, Inc.	Patterson FP #2	30.998889	-96.176111
372034	Leon	EOG Resources, Inc.	DKR #1	31.026389	-96.150833
361772	Madison	EOG Resources, Inc.	Zues 1H FP#1	31.044722	-96.021111
362642	Madison	EOG Resources, Inc.	Skains - Zeus 1H (well)	31.045833	-96.030556
366079	Madison	EOG Resources, Inc.	Stone #1 FP	30.984444	-96.198333
366080	Madison	EOG Resources, Inc.	Stone #2 FP	30.984167	-96.202222
375820	Madison	EOG Resources, Inc.	Zues FP-2 (FP#3 - SWR)	31.041944	-96.018611
373464	Madison	EOG Resources, Inc.	Zues 1H (redrill)	31.049167	-96.022222

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Exhibit C

Rights of Way

See attached.

****

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Exhibit C

to Assignment, Assumption and Bill of Sale dated May 18, 2016,
by and between
EOG Resources, Inc., as Seller, and Hawkwood Energy East Texas, LLC, as Buyer

Oil and Gas Permits – Rights of Way

Type of Contract	Party 1	Party 2	County	Effective Date
WATER PURCHASE AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	04/14/14
LETTER OF AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	04/14/14
LETTER OF AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	04/14/14
WATER STORAGE FACILITY SURFACE USE AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	07/18/14
WATER PURCHASE AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	02/25/15
WATER STORAGE FACILITY SURFACE USE AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014
WATER PURCHASE AGREEMENT/AGREEMENT TO REMOVE WATER	ANN SMITH	EOG RESOURCES INC	LEON	4/14/2014
WATER PURCHASE AGREEMENT AND LETTER AGREEMENT	TERRY B BELL ET UX	EOG RESOURCES INC	LEON	5/14/2014
WATER PURCHASE AGREEMENT	JAMES P PATTERSON ET UX	EOG RESOURCES INC	LEON	4/14/2014
WATER PURCHASE AGREEMENT	JAMES P PATTERSON ET UX	EOG RESOURCES INC	LEON	4/14/2014
WATER PURCHASE AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014
LETTER OF AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014

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Exhibit C – Cont'd

Party 1	Party 2	County	Effective Date	Volume / Page
RICHARD E. JOHNSON	EOG RESOURCES INC	MADISON	7/11/14	NOT RECORDED
JERRY K. SHANNON	EOG RESOURCES INC	MADISON	6/12/12	NOT RECORDED
BILL T. AND MARIE G. TOMLINSON FAMILY TRUST	EOG RESOURCES INC	LEON	7/31/14	NOT RECORDED
CAHABA PARTNERHSIP, LTD	EOG RESOURCES INC	LEON	4/21/14	NOT RECORDED
CURTIS JOE SKAINS	EOG RESOURCES INC	MADISON	3/19/14	NOT RECORDED
JAMES D. PATTERSON AND WIFE, MARY JO PATTERSON	EOG RESOURCES INC	LEON		NOT RECORDED
JAMES D. PATTERSON AND WIFE, MARY JO PATTERSON	EOG RESOURCES INC	LEON	6/13/12	NOT RECORDED
KIM DAWSON	EOG RESOURCES INC	MADISON	1/15/13	NOT RECORDED
WILFORD AND MERILEE ODOM	EOG RESOURCES INC	MADISON	11/8/12	NOT RECORDED
LOWELL T. HODGES AND ZELA E. HODGES REVOCABLE TRUST	EOG RESOURCES INC	LEON	11/27/13	NOT RECORDED
HENRY E. BLAZEK, III AND WIFE NANCY R. BLAZEK	EOG RESOURCES INC	MADISON	6/20/12	NOT RECORDED
MARGARET JOAN HOLLIS	EOG RESOURCES INC	LEON	04/15/14	1595/717
JAMES D PATTERSON (MEMO OF PIPELINE ROW & EASEMENT)	EOG RESOURCES INC	LEON	08/08/14	1620/65
CAROLYN S WARNEKE AND MARGARET JOAN HOLLIS (NOTICE OF ROW & EASEMENT)	EOG RESOURCES INC	LEON	01/20/15	1623/860
JO ANN PETERS	EOG RESOURCES INC	MADISON	06/20/12	1169/155
HENRY E BLAZEK III ET UX	EOG RESOURCES INC	MADISON	06/20/12	1169/145
JERRY K SHANNON	EOG RESOURCES INC	MADISON	06/08/12	1169/150
DOROTHY BATSON	EOG RESOURCES INC	MADISON		1196/174
WILFORD AND MERILEE ODOM	EOG RESOURCES INC	MADISON	11/09/12	NOT RECORDED
WILFORD AND MERILEE ODOM	EOG RESOURCES INC	MADISON	11/09/12	1236/117
KIM DAWSON	EOG RESOURCES INC	MADISON	01/15/13	1236/125
KIM DAWSON	EOG RESOURCES INC	MADISON	01/15/13	1236/121
POND BRANCH LLC	EOG RESOURCES INC	MADISON	04/11/14	1332/1
RUSSELL GARRETT PIERCE ET AL	EOG RESOURCES INC	MADISON	09/30/14	1400/239
ANN P SMITH	EOG RESOURCES INC	MADISON	08/11/14	1400/251
J ELLISON LLC	EOG RESOURCES INC	MADISON	08/08/14	1400/235
TERRY B BELL ET UX	EOG RESOURCES INC	MADISON	08/08/14	1400/247
GREGORY D ZOOK ET UX	EOG RESOURCES INC	MADISON	08/25/14	1400/227
JAMES PATRICK PATTERSON AND PATRICIA ANN PATTERSON WALL	EOG RESOURCES INC	MADISON	08/08/14	1620/69
LUEL LEWIS ET UX	EOG RESOURCES INC	MADISON	08/26/14	1400/231

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EARL W STONE ET UX	EOG RESOURCES INC	MADISON	07/25/14	1400/217
MADISON COUNTY PRECINCT 1	EOG RESOURCES INC	MADISON	09/24/14	NOT RECORDED
MADISON COUNTY PRECINCT 1	EOG RESOURCES INC	MADISON	09/23/14	NOT RECORDED
LEONARD VOS ET UX	EOG RESOURCES INC	MADISON	09/10/14	1378/115
ANN SMITH	EOG RESOURCES INC	MADISON	09/17/14	1400/255
ALTON R SEBESTA ET UX (MEMO OF PIPELINE ROW AGMT)	EOG RESOURCES INC	MADISON	11/07/14	1400/243

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Exhibit D

Material Equipment

See attached.

****
****

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Exhibit D

to Assignment, Assumption and Bill of Sale dated May 18, 2016,
by and between
EOG Resources, Inc., as Seller, and Hawkwood Energy East Texas, LLC, as Buyer

Equipment

Zeus Facility

5 - 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 2 inch Honda Gasoline powered circulating pump
1- vaprox flare
1 - flare drumb
1 - energy weld fab 36 x 15 Heated Horizontal Separator
1 - 2 inch Senior meter run
1 - 12"x 5" fuel separator

Zeus #1 H Well

1 - 640 Lufkin Pumping Unit
3- Chemical tanks and pumps
1- 30 x 10 Horizontal High Pressure Separator
1- 2" Senior Meter Run

Zeus #2 H Well

1- 30 x 10 Horizontal High Pressure Separator
1- 2 " Senior Meter Run

Sully 1 H Well

1- 640 Lufkin Pumping Unit
3- Chemical Tanks and pumps
1- vaprox flare
1- flare drumb
3- 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 2" electric circulating pump
1- 2" Sr meter run
1- 36 x 15 Heated Horizontal Separator

Grove Facility

3 - 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 12 x 5 fuel separator
1- 60 x 20 Vertical Heated Separator
1- 2" Sr meter run
1- vaprox flare
1- 16 " flare system flare
2- flare drumbs
1- 2" electric circulating pump

Grove # 1 H Well

3- Chemical Tanks and pumps
1- 36 x 10 High Pressure Horizontal Separator
1- 2" Sr meter run

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1- 640 Danesco Pumping Unit

Grove #2 H Well

3- Chemical Tanks and pumps
1- 36 x 10 High Pressure Horizontal Separator
1- 2" Senior Meter Run

Grove #3 H Well

3- Chemical Tanks and pumps
1- 36 x 10 High Pressure Horizontal Separator
1- 2" Senior Meter Run
1- 640 Lufkin Pumping Unit

Golden Wave 1 H

1- 12 x 5 fuel separator
1- 36 x 15 Heated Horizontal Separator
1 - 2" Senior Meter Run
3 - Chemical Tanks and Pumps
1 - 2" Electric Circulating Pump
1- 912 Lufkin Pumping Unit
3- 400 bbl internally coated oil tanks
1-400 bbl internally coated water tank
Note: There is a water well on this location that has not been plugged at this time.

Ellision 1 H Well

1- 640 Lufkin Pumping Unit
4- Chemical Tanks and pumps
1- 36 x 15 Heated Horizontal Separator
1- 12 x 5 fuel separator
1 - 2 " Senior Meter Run
1- 2" electric circulating pump
3 - 400 bbl internally coated oil tanks
1 - 400 bbl internally coated water tank
1- vaprox flare
1- flare drumb
1- 12 x 5 horizontal 2 phase separator

Donaho # 1 H

1 - 640 Lufkin Pumping Unit
3 - Chemical Tanks and Pumps
1 - 24 x 10 Horizontal 3 phase separator
1- 12" x 5' fuel separator
1- 60 x 20 Vertical Heated Separator
1 - 2" Senior Meter Run
1- 2 " electric circulating pump
3 - 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 8 x 10 wood storage building
1- flare drumb
1- Flare
1 - 6" x 3' fuel pot

Bayou Bengal # 1 H Well

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1- vaprox flare
3- 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 2" electric circulating pump
3- Chemical Tanks and pumps
1- 2" Senior Meter Run
1- 36 x 15 Heated Horizontal Separator
1- 12 x 5 fuel separator
1- 640 Lufkin Pumping Unit

Rea #1 H Well

1- 640 Lufkin Pumping Unit
1- Flare
1- flare drumb
1- 36 x 15 Heated Horizontal Separator
1- 12 x 5 fuel separator
1- 2" Senior Meter Run
4 - Chemical Tanks and pumps
3 - 400 bbl internally coated oil tanks
1 - 400 bbl internally coated water tank
1 - 8 x 10 Wood Storage Building

Blazek Peters # 1 H Well

1- 2" Senior Meter Run
1- 2" electric circulating pump
3- 400 bbl internally coated oil tanks
1 - 400 bbl internally coated water tank
1- Flare
1- flare drumb
4- Chemical Tanks and pumps
1- 640 Lufkin Pumping Unit
1- 24 x 10 Vertical High Pressure Separator
1- 12 x 5 fuel separator
1- 60" x 20' vertical heated separator

Blazek Peter #1 Pilot Well Pad was clear of equipment and only has a well head on location
DKR #1 well location is clear of all equipment and only has a well head on location.

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Exhibit E

Certain Excluded Assets

See attached.

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Exhibit E

to Assignment, Assumption and Bill of Sale dated May 18, 2016,
by and between
EOG Resources, Inc., as Seller, and Hawkwood Energy East Texas, LLC, as Buyer

Excluded Rights and Interests

1. 155.016 acres of land, more or less, being situated in the Gray B. King Survey, Abstract No. 19, Madison County, Texas, and being more particularly described in Exhibit "A" of that certain General Warranty Deed dated August 1, 2014 from Scot B. Schaffer and Carol L. Shaffer, as husband and wife, to EOG Resources, Inc. and recorded in Volume 1357, Page 1 of the Official Records of Madison County, Texas.

2. All of Seller's right, title and interest in and to the following oil and gas leases:

EOG Lease No.	Lessor	Lessee	County	Effective Date	Gross Acres	Net Acres	Volume/ Page
0177990/001	J BAR L ET AL	ISTROUMA RESOURCES INC	LEON	5/2/2011	535.35	320.8	1474/736
0177990/002	JOHN RANDOLPH JINKINS ET UX	ISTROUMA RESOURCES INC	LEON	5/25/2011	429.1	107.275	1476/621
0177990/003	WILEY J JINKINS III	ISTROUMA RESOURCES INC	LEON	11/22/2011	429.1	107.275	1482/836
0177990/004	JEFFREY FULLER JINKINS	EOG RESOURCES INC	LEON	9/11/2013	429.1	53.638	1580/256
0177990/005	MARY CELESTE JINKINS	EOG RESOURCES INC	LEON	9/11/2013	429.1	53.638	1580/254
0178668/001	WILEY J JINKINS III	ISTROUMA RESOURCES INC	LEON	12/2/2011	74.75	18.688	1499/825
0178668/002	JULIUS L JINKINS JR	ISTROUMA RESOURCES INC	LEON	1/3/2012	74.75	18.688	1499/823
0178668/003	J BAR L/JINKINS RANCH LTD	ISTROUMA RESOURCES INC	LEON	12/2/2011	74.75	18.688	1499/819
0178668/004	JOHN RANDOLPH JINKINS ET UX	ISTROUMA RESOURCES INC	LEON	12/2/2011	74.75	18.688	1499/821

3. Gathering and Processing Agreement dated effective October 1, 2011 between EOG Resources, Inc. as "Shipper" and ETC Texas Pipeline, LTD. as "Gatherer" being identified as Contract Number 9159-100 except to the extent it directly relates to (i) that certain Individual Transaction Confirmation to Gathering and Processing Agreement between EOG Resources, Inc. and ETC Texas pipeline, LTD dated effective October 1, 2013 referenced by Individual Transaction Number "9159-107" as amended the First Amendment to Individual Transaction Confirmation dated effective October 1, 2014 and by the Second Amendment to Individual Transaction Confirmation dated effective March 1, 2015, and (ii) the Subject Assets.

STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE SUSANNE MORRIS, COUNTY CLERK
Madison County, TEXAS

Document Number: 99040

Amount: 238.00

Receipt Number: 20093

Vol: 1541 Page: 7

Recorded: May 20,2016 at 11:07A

By,
Adrian Lawson, Deputy

SASE
Shannon Bertino
Vinson + Elkins LLP
2001 Ross Avenue Ste 3700
Dallas TX 75201

508268.000073 17319415.1

STATE OF TEXAS
COUNTY OF MADISON
I, Susanne Morris, County Clerk of Madison County, Texas do hereby certify that the foregoing is a true and correct copy of the original record and as same appears in PROBATE
Record Vol. 1541 Page(s) 7-60
in Madison County, Texas.
Given under my hand and seal of office on this 28 day of June 20 16
By Heidi Ellis Deputy

13

File No. MF115444

Assign ID #9752

From EOG To. Hawkwood

Date Filed: 8/29/14

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 19, 2017

Angie Coady
Vess Oil Corporation
1700 Waterfront Parkway Bldg 500
Wichita, KS 67206

RE: Assignment ID 10488 – MF115544, MF116858 expired, MF116938 expired & MF117003
Madison & Leon County

Dear Ms. Coady:

The General Land Office received the following instrument and has filed it in the appropriate files.

Assignment of Oil and Gas Leases, effective August 3, 2017, Hawkwood Energy East Texas, LLC, Assignor to Vess Texas Partners IV, LLC, Assignee. Filed for record in Book 1615 at Pg 260 and Vol 1705 at Pg 851.

.

Filing fees in the amount of $100.00 were received on the referenced assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best regards,

Carl Bonn, CPL
Mineral Leasing – Energy Resources

VESS OIL CORPORATION

WWW.VESSOIL.COM

October 9, 2017

ID 10488
A

Texas General Land Office
Attn: Energy Resources
PO Box 12873
Austin, TX 78711-2873

Re: Notice of Assignment
State of Texas Lease MF-115444
State of Texas Lease MF-116858 (exp Leon)
State of Texas Lease MF-116938 (exp Leon)
State of Texas Lease MF-117003
Madison & Leon Co

Dear GLO,

This letter and the enclosed Texas General Land Office Assignment Summary shall serve as notice of assignment of the referenced state leases from Hawkwood Energy East Texas LLC to Vess Texas Partners IV, LLC. Also enclosed are copies of the Assignment, Bill of Sale and Conveyance, certified by the County Clerk in Leon Co., TX and by the County Clerk in Madison Co., TX and our company check in the amount of $100.00 for filing fees.

Sincerely,
Vess Oil Corporation

Angie Coady

Angie Coady, CDOA
Administrative Assistant, Land

Enc.

129

18701913 11323

VESS OIL CORPORATION
PH. (316) 682-1537
1700 WATERFRONT PARKWAY BLDG., #500
WICHITA, KS 67206

EZShield™ Check Fraud Protection for Business
40-2/1011

DATE 10-9-17

PAY TO THE ORDER OF Texas General Land Office $*100.00*

One Hundred dollars and 00/100---------- DOLLARS

INTRUST Bank
INTRUST Bank, NA
Wichita, KS 67201

701

FOR HAWKWOOD ACQ.

⑈011323⑈ ⑆[redacted]

Details on back. Security Features Included.

Mail to: Texas General Land Office
Attn: Energy Resources
P.O. 12873
Austin, Texas 78711-2873

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):
Assignment X Deed of Trust Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
Leon	1705	851	8/3/2017,6/1/2017
Madison	1615	260	8/3/2017, 6/1/2017

ASSIGNMENT FEE: $25 per State Lease (additional $25 after 90 days)
INTEREST BEING CONVEYED: (mark one)

Working Interest: X Overriding Royalty Interest: Other (explain):

Remarks:

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. Hawkwood Energy East Texas LLC	Vess Texas Partners IV, LLC	100%	100%	0%
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. MF-115444	Madison/Leon			Pt of Old San Antonio Rd	All Depths
2. MF-116858	Leon			BF Whitaker Svy A-31	All Depths
3. MF-116938	Leon			BF Whitaker Svy A-31	All Depths
4. MF-117003	Leon			BF Whitaker SVy A-31	All Depths

Angie Coady
Preparer's Signature

Angie Coady
Name (please print)

acoady@vessoil.com
E-Mail Address

316-682-1537, X 105
Telephone Number

Administrative Assistant, Land
Title

10-9-2017
Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

Vess Oil Corporation
Company Name

1700 Waterfront Pkwy
Mailing Address

Bldg 500

Wichita, KS 67206
City/State/Zip

41-31-01

Visit our Web Site at www.glo.texas.gov

Doc Bk Vol Pg
103639 OR 1615 260

FD 10488

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.

MF 115444
MF 116858
MF 116938
MF 117003

STATE OF TEXAS §
§
COUNTY OF MADISON §

ASSIGNMENT, BILL OF SALE AND CONVEYANCE eff 8-3-17

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), is dated for reference purposes as of August 3, 2017 (the "Execution Date"), to be effective as of June 1, 2017, at 7:00 a.m. local time where the respective Properties are located (the "Effective Time"), and is to VESS TEXAS PARTNERS IV, LLC, a Kansas limited liability company ("Assignee"), from HAWKWOOD ENERGY EAST TEXAS, LLC, a Delaware limited liability company whose address is 4582 S. Ulster St. Parkway, Suite 500, Denver, CO 80237 ("Assignor").

1. This Assignment is being made pursuant to the terms of that certain Purchase and Sale Agreement dated June 30, 2017, by Assignor, as Seller, and Assignee, as Buyer (the "PSA"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the PSA.

2. For one hundred dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignee the following real and personal property interests (collectively, the "Properties"):

(A) All of the oil and/or gas leases; subleases and other leaseholds; carried interests; reversionary interests; net profits interests; royalty interests; overriding royalty interests; forced pooled interests; farmout rights; options; mineral interests and other properties and interests described on **Exhibit A**, subject to such depth limitations and other restrictions as may be set forth in the oil and gas leases or other agreements of record in respect thereof, together with all rights, privileges, benefits and powers conferred upon the holder of said interests with respect to the use and occupation of the lands covered thereby (collectively, the "Leases"), together with the lands covered by the Leases and the interests currently pooled, unitized, communitized or consolidated therewith (collectively, the "Lands");

(B) All oil, gas, water, injection or disposal wells located on the Lands, whether producing, shut-in, or temporarily abandoned, and the interests in the wells shown on **Exhibit A-1** (collectively, the "Wells");

(C) Existing pools or units which include any Lands or all or a part of any Leases or include any Wells, including those pools or units associated with the Wells shown on **Exhibit A-1** (the "Units"; the Units, together with the Leases, Lands, and Wells, being

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hereinafter referred to as the "Oil and Gas Properties"), and including all interests of Assignor in the production of Hydrocarbons from any such Units, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

(D) All easements (including subsurface easements), permits, licenses, servitudes, rights-of-way, surface leases and other surface rights (collectively, "Surface Interests") appurtenant to, and used or held for use exclusively in connection with the Oil and Gas Properties, whether part of the premises covered by the Leases or Units or otherwise (including those identified on **Exhibit B**), but excluding any permits and other rights to the extent the transfer thereof would result in a violation of applicable Law or is restricted by any Transfer Requirement that is not waived by Assignee or satisfied pursuant to Article 5 of the PSA;

(E) All equipment, machinery (including vehicles), fixtures and other tangible personal and mixed property and improvements, whether movable or immovable, located on the Oil and Gas Properties and that is used or held for use exclusively in connection with (i) the ownership, use, development, and operation of the Oil and Gas Properties or (ii) the production, treatment, gathering, storage, processing, transportation, and marketing of Hydrocarbons produced therefrom or allocable thereto, including those items of personal property and equipment identified on **Exhibit C** (the "Facilities");

3. Notwithstanding the foregoing, the Properties shall not include, and Assignor excepts, reserves, and excludes from this Assignment, all of the rights, properties, and interests defined in Section 2.2 of the PSA as the Excluded Assets.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns, together with all and singular the rights and appurtenances thereto and anywise belonging unto Assignee, its successors, assigns and legal representatives, forever.

4. This Assignment is made subject to the following terms and conditions:

(A) Assignor and Assignee intend that the representations, warranties, covenants, indemnities, and other terms of the PSA shall survive the execution and delivery of this Assignment to the extent, and in the manner, set forth in the PSA and shall remain separate and distinct from and not merge with or into the terms of this Assignment.

(B) **ASSIGNOR WARRANTS TITLE TO THE PROPERTIES FROM AND AGAINST THE CLAIMS OF ALL PERSONS LAWFULLY CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE, AND, EXCEPT FOR THAT WARRANTY, THIS ASSIGNMENT IS MADE SUBJECT TO THE FOLLOWING:**

(i) **THE EXPRESS WARRANTY OF TITLE OF ASSIGNOR CONTAINED IN SECTION 4(B) ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF TITLE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND, WITHOUT LIMITATION ON THE EXPRESS WARRANTY CONTAINED IN SECTION 4(B) ABOVE, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY EXPRESSLY WAIVES ANY RIGHT OR CAUSE OF ACTION ARISING FROM OR**

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RELATING TO, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITHOUT LIMITATION, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PSA AND THE EXPRESS WARRANTY CONTAINED IN SECTION 4(B) ABOVE. THE PROPERTIES SHALL BE CONVEYED PURSUANT HERETO WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS, OR MERCHANTABILITY OF THE FACILITIES FOR ANY PURPOSE.

(ii) ASSIGNEE HAS INSPECTED, OR WAIVED ITS RIGHT TO INSPECT, THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN-MADE MATERIAL FIBERS (COLLECTIVELY, "MMMF"), OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("NORM"). ASSIGNEE IS RELYING UPON ITS OWN INSPECTION OF THE PROPERTIES, AND ASSIGNEE HEREBY ACCEPTS ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION, SUBJECT TO THE TERMS OF THE PSA AND THIS ASSIGNMENT. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE PSA, ASSIGNOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE PRESENCE OF NORM OR MMMF ON THE PROPERTIES AND, IF TESTS HAVE BEEN CONDUCTED BY ASSIGNOR FOR THE PRESENCE OF NORM OR MMMF, ASSIGNOR DISCLAIMS ANY WARRANTY RESPECTING THE ACCURACY OF SUCH TESTS OR RESULTS. IN ADDITION, ASSIGNOR AND ITS REPRESENTATIVES MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE IN CONNECTION WITH THE PROPERTIES OR AS TO THE QUALITY OR QUANTITY OF OIL, GAS AND OTHER HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OF THE PROPERTIES TO PRODUCE OIL, GAS AND OTHER HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR OR ITS RESPECTIVE REPRESENTATIVES WAS PROVIDED TO ASSIGNEE AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF THE SAME HAS BEEN AND SHALL BE AT ASSIGNEE'S SOLE RISK. ASSIGNEE ACKNOWLEDGES THAT THIS EXPRESS DISCLAIMER AND WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS TRANSACTION AND THE CONSIDERATION THEREOF; AND ACKNOWLEDGES THAT THIS DISCLAIMER AND WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE AND EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS DISCLAIMER AND WAIVER.

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(C) Assignee assumes and agrees to timely fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, and discharged) the Assumed Liabilities as defined in, and subject to and in accordance with the terms of, Section 2.3 of the PSA. Notwithstanding such assumption of the Assumed Liabilities, Assignor agrees that the Assumed Liabilities shall not include, and Assignee shall have no obligation to assume, or to fulfill, perform, pay, or discharge, any of Seller's Retained Liabilities, as defined in Section 2.3 of the PSA. All indemnities of Assignor and Assignee relating to the Assumed Liabilities and the Seller's Retained Liabilities are set forth in, and are provided in accordance with the terms of, the PSA, reference to which is made for all purposes.

(D) To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants of Assignor's predecessors in title given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Properties, but only to the extent not enforced by Assignor.

(E) The references herein to contracts, claims and other matters shall not be deemed to ratify or create any rights in third parties or merge with, modify, or limit the rights of either Assignor or Assignee, as between themselves, as set forth in the PSA or other documents executed in connection therewith.

(F) THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN ASSIGNOR AND ASSIGNEE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. JURISDICTION AND VENUE WITH RESPECT TO ANY DISPUTES ARISING HEREUNDER (EXCEPT FOR DISPUTES REQUIRED UNDER THE PSA TO BE DETERMINED SOLELY BY ARBITRATION OR OTHER ALTERNATIVE DISPUTE RESOLUTION) SHALL BE PROPER ONLY IN HARRIS COUNTY, TEXAS.

(G) Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

(H) This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

(I) In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein

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as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Properties conveyed herein.

(J) Exhibits referred to herein (excluding Exhibits to the PSA referred to herein) are hereby incorporated and made a part of this Assignment for all purposes by such reference.

(K) Each party hereby agrees to execute, acknowledge and deliver to the other party, from time to time, such other and additional instruments, notices, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively carry out this Assignment and the transactions contemplated hereby.

(L) This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

[SIGNATURE PAGES FOLLOW]

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EXECUTED on the dates contained in the acknowledgments of this Assignment, but for reference purposes as of the Execution Date, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

HAWKWOOD ENERGY EAST TEXAS, LLC

By: _____
Name: Peter Jeffe
Title: Senior Vice President & Chief Commercial Officer

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on this August 3, 2017, by Peter Jeffe, Senior Vice President & Chief Commercial Officer of **Hawkwood Energy East Texas, LLC**, a Delaware limited liability company, on behalf of said entity.

SUZANNE SPOTTS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074024196
MY COMMISSION EXPIRES JULY 7, 2019

_____
Notary Public – State of Colorado

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EXECUTED on the dates contained in the acknowledgments of this Assignment, but for reference purposes as of the Execution Date, to be effective for all purposes as of the Effective Time.

ASSIGNEE:

VESS TEXAS PARTNERS IV, LLC

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

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

This instrument was acknowledged before me on this August 3, 2017, by Barry N. Hill, President & Chief Executive Officer of VESS TEXAS PARTNERS IV, LLC, a Kansas limited liability company, on behalf of said entity.

TODD FIDLER
Notary Public, State of Texas
Comm. Expires 06-03-2018
Notary ID 12983965-6

Notary Public – State of Texas

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Exhibit A
Leases
Madison County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
NEW LEASE	CLARENCE SCHEIDEMANTEL JR	HAWKWOOD ENERGY EAST TEXAS, LLC	7/10/2017	MADISON	1608	330
TX100-00459-001	MONICA HANKINS DICKSON	CURLY OIL, INC.	9/8/2016	MADISON	1568	111
TX100-00459-002	MELANIE HANKINS TAYLOR	CURLY OIL, INC.	9/8/2016	MADISON	1568	113
TX100-00459-003	JODI CASTELLO TULLIER	CURLY OIL, INC.	8/25/2016	MADISON	1568	107
TX100-00459-004	KOBI CASTELLO WESTBROOK	CURLY OIL, INC.	8/25/2016	MADISON	1568	109
TX100-00459-005	NOVA HANKINS	CURLY OIL, INC.	9/8/2016	MADISON	1574	297
TX100-00460-001	AUSTIN DICKSON	CURLY OIL, INC.	9/8/2016	MADISON	1573	60
TX100-00460-002	PAULA SUE MCGOWN, GLENDA GAIL MCKENZIE, MARC GRUZENSKI, DEALING IN THEIR SOLE AND SEPARATE PROPERTY AND ESTATE, AND THE PEGUES VA IRREVOCABLE TRUST	CURLY OIL, INC.	11/11/2016	MADISON	1579	65
TX100-00461-001	LETHA R. DRIVER, ALSO KNOWN AS LETHA ROBETA MORRISON DRIVER AND HENRY L. DRIVER, INDIVIDUALLY AND AS TRUSTEE OF THE HENRY L. DRIVER AND LETHA R. DRIVER REVOCABLE LIVING TRUST	CURLY OIL, INC.	9/12/2016	MADISON	1566	155
TX100-00461-002	WANDA LOUISE PARROTT TEEL	CURLY OIL, INC.	4/1/2016	MADISON	1539	270
TX100-00461-003	MARIJANE CARD	CURLY OIL, INC.	10/24/2016	MADISON	1577	146
TX100-00462-000	BARBARA A. CORLEY AND KATHERINE GUSTAVUS	HAWKWOOD ENERGY EAST TEXAS, LLC	2/27/2017	MADISON	1594	266
TX100-00466-001	ELLEN AYERS	HAWKWOOD ENERGY EAST TEXAS, LLC	4/4/2017	MADISON	1603	89
TX100-0177572-000	KIM D DAWSON	ISTROUMA RESOURCES INC	1/25/2011	MADISON	1074	166
TX100-0177667-001	KENNETH BERNARD BINGHAM ESTATE	ISTROUMA RESOURCES INC	2/18/2011	MADISON	1074	169

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Exhibit A
Leases
Madison County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0177667-002	GARRY KENNETH BINGHAM	ISTROUMA RESOURCES INC	4/23/2012	MADISON	1160	320
TX100-0177667-003	JOHN NELSON BINGHAM	ISTROUMA RESOURCES INC	4/23/2012	MADISON	1160	323
TX100-0177667-004	JERRY WAYNE BINGHAM	ISTROUMA RESOURCES INC	4/23/2012	MADISON	1160	326
TX100-0177667-005	ANDREA MEAGAN BINGHAM CARREON	ISTROUMA RESOURCES INC	5/17/2012	MADISON	1169	101
TX100-0177667-006	RACHAEL MICHELLE BINGHAM	ISTROUMA RESOURCES INC	5/17/2012	MADISON	1169	104
TX100-0177667-007	LESLIE LINN PALMER BINGHAM	ISTROUMA RESOURCES INC	4/23/2012	MADISON	1169	107
TX100-0177667-008	GREGORY D ZOOK ET UX	EAST TEXAS OIL & GAS, LLC	1/28/2011	MADISON	1072	304
TX100-0177798-001	ROBERT D MONTGOMERY	ISTROUMA RESOURCES INC	3/22/2011	MADISON	1080	170
TX100-0177799-001	JEANNE FORSTON	ISTROUMA RESOURCES INC	3/15/2011	MADISON LEON	1080 1468	173 877
TX100-0177799-002	MAYO PAUL CRUM JR	ISTROUMA RESOURCES INC	3/15/2011	MADISON LEON	1080 1468	175 875
TX100-0177799-003	CAROLYN C REED	ISTROUMA RESOURCES INC	3/15/2011	MADISON LEON	1080 1468	177 873
TX100-0177799-004	KATHERINE L PALMER	ISTROUMA RESOURCES INC	3/15/2011	MADISON	1085	175
TX100-0177799-006	WILLIAM ROBERT CRUM TRUST	ISTROUMA RESOURCES INC	3/15/2011	MADISON	1087	272
TX100-0177819-001	CHARLES B BEARD	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	188 869
TX100-0177819-002	GARY MOORE	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	167 861
TX100-0177819-003	CAROLYN MOORE LAWRENCE	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	185 867
TX100-0177819-004	TALMAGE MOORE	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	182 865
TX100-0177819-005	BEN TISINGER BEARD	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	179 863
TX100-0177819-006	JOCELYN M WAGMAN	ISTROUMA RESOURCES INC	3/24/2011	MADISON	1085	167
TX100-0177819-007	BENJAMIN M WAGMAN	ISTROUMA RESOURCES INC	3/24/2011	MADISON	1085	164
TX100-0177819-008	JERRY MOORE	ISTROUMA RESOURCES INC	3/17/2011	MADISON	1087	269

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Exhibit A
Leases
Madison County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0177819-009	WILLIAM NELSON TAYLOR III	ISTROUMA RESOURCES INC	7/7/2011	MADISON LEON	1137 1482	76 834
TX100-0177819-010	WILLIAM F GRINNAN JR	EAST TEXAS OIL & GAS, LLC	7/5/2009	MADISON	982	209
TX100-0177819-011	CULLEN T GINNAN JR	EAST TEXAS OIL & GAS, LLC	7/5/2009	MADISON	985	42
TX100-0177819-012	DAVID S GRINNAN ET UX	EAST TEXAS OIL & GAS, LLC	7/5/2009	MADISON	985	38
TX100-0177819-013	GEORGE D LINDSEY ET UX	EOG RESOURCES INC	9/9/2013	MADISON	1286	339
TX100-0177819-014	PAUL LINDSEY ET UX	EOG RESOURCES INC	9/9/2013	MADISON	1288	60
TX100-0177819-015	JAMES RODNEY LINDSEY ET UX	EOG RESOURCES INC	9/9/2013	MADISON	1288	62
TX100-0177819-016	WILLIAM F GRINNAN JR	EOG RESOURCES INC	12/8/2014	MADISON	1417	125
TX100-0177819-017	DAVID S GRINNAN ET UX	EOG RESOURCES INC	12/17/2014	MADISON	1412	326
TX100-0177819-018	CULLEN T GRINNAN ET UX	EOG RESOURCES INC	12/17/2014	MADISON	1412	321
TX100-0177860-001	DOROTHY BLACKMAN RUSSELL	ISTROUMA RESOURCES INC	2/10/2011	MADISON	1085	194
TX100-0177860-002	DONALD K BAKER ET UX	ISTROUMA RESOURCES INC	2/18/2011	MADISON	1085	187
TX100-0177860-003	FRANK J BAKER	ISTROUMA RESOURCES INC	2/18/2011	MADISON	1085	190
TX100-0177860-004	JANET B GILBERT ET VIR	ISTROUMA RESOURCES INC	2/24/2011	MADISON	1085 1119	192 10
TX100-0177860-005	ANDREA R GOSSETT	ISTROUMA RESOURCES INC	2/24/2011	MADISON	1085	177
TX100-0177860-006	LUNA ANN SCHULZ LASSITER	ISTROUMA RESOURCES INC	2/10/2011	MADISON	1085	183
TX100-0177860-007	WALTER LEE SCHULZ JR	ISTROUMA RESOURCES INC	2/10/2011	MADISON	1085	185
TX100-0177860-008	DEBBIE SCHULZ WILSON ET VIR	ISTROUMA RESOURCES INC	2/15/2011	MADISON	1085	179
TX100-0177860-009	PEGGY SCHULZ MOTE	ISTROUMA RESOURCES INC	2/15/2011	MADISON	1085	181
TX100-0177860-010	JILL ALEXANDER ESSBAUM	ISTROUMA RESOURCES INC	2/21/2011	MADISON	1085	173
TX100-0177860-011	DIANNE HESS	ISTROUMA RESOURCES INC	3/3/2011	MADISON	1085	170
TX100-0177860-012	MICHAEL BAKER	ISTROUMA RESOURCES INC	2/24/2011	MADISON	1087	274
TX100-0177860-013	EILEEN MAAS	ISTROUMA RESOURCES INC	3/3/2011	MADISON	1097	81
TX100-0177860-014	JAY SCHULZ ET UX	ISTROUMA RESOURCES INC	2/21/2011	MADISON	1105	279
TX100-0177956-016	HARVEY SCHULZ	ISTROUMA RESOURCES INC	9/26/2011	MADISON LEON	1119 1490	7 630

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Exhibit A
Leases
Madison County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0177956-018	AMY AND RYAN FULTON TRUST	ISTROUMA RESOURCES INC	3/26/2013	MADISON	1252	274
TX100-0177992-000	FLORA BELL HARDIN	ISTROUMA RESOURCES INC	5/3/2011	MADISON	1087	266
TX100-0178339-000	ANN SMITH	GONDAL MULLENAX	7/17/2009	MADISON	983	148
TX100-0178371-000	JOHN M DAVENPORT ET UX	ISTROUMA RESOURCES INC	6/29/2011	MADISON	1109	319
TX100-0178538-001	JO ANN PETERS	ISTROUMA RESOURCES INC	11/8/2011	MADISON	1123	193
TX100-0178538-002	HENRY E BLAZEK III	TERRA SOURCE LLC	7/24/2006	MADISON	831	191
TX100-0178709-001	HORACE C HARGRAVE JR	ISTROUMA RESOURCES INC	12/7/2011	MADISON	1132	335
TX100-0178709-002	PATRICIA A LANCASTER	ISTROUMA RESOURCES INC	12/7/2011	MADISON	1132	338
TX100-0178709-003	ROBERT H GRUY	ISTROUMA RESOURCES INC	4/19/2012	MADISON	1166	240
TX100-0178709-004	WILLIAM ALAN GRUY	ISTROUMA RESOURCES INC	4/19/2012	MADISON	1169	118
TX100-0178709-005	JANET M GRUY WINTER	ISTROUMA RESOURCES INC	4/19/2012	MADISON	1178	10
TX100-0178709-006	K M FAGIN OIL TRUST	TERRA SOURCE LLC	5/30/2006	MADISON	823	126
TX100-0178709-007	W A BILSING ET UX	EAST TEXAS OIL & GAS, LLC	4/18/2013	MADISON	1264	157
TX100-0178709-011	MELVIN DRUMMOND ET UX	EAST TEXAS OIL & GAS, LLC	12/8/2009	MADISON	1007	85
TX100-0178709-012	STEVE W BILSING ET UX	EAST TEXAS OIL & GAS, LLC	5/29/2009	MADISON	985	56
TX100-0178709-014	STEVE W BILSING ET UX	EOG RESOURCES INC	9/2/2014	MADISON	1382	98
TX100-0178882-001	MICHAEL GLENN FELDMAN	ISTROUMA RESOURCES INC	1/18/2012	MADISON	1142	1
TX100-0178882-002	JAMES KRUPALA	ISTROUMA RESOURCES INC	2/13/2012	MADISON	1151	150
TX100-0178882-003	SUSANNA DOKUPIL	EAST TEXAS OIL & GAS, LLC	7/15/2009	MADISON	987	193
TX100-0178882-004	JOANNA M OPASKAR	EAST TEXAS OIL & GAS, LLC	7/15/2009	MADISON	987	151
TX100-0178882-005	STEVE TORNO	BASIN ET ENERGY LLC	7/15/2009	MADISON	1007	178
TX100-0178882-006	GLENN JONES	BASIN ET ENERGY LLC	7/15/2009	MADISON	1007	284
TX100-0178882-007	JAMES W WILSON	BASIN ET ENERGY LLC	7/15/2009	MADISON	1007	328
TX100-0178882-008	VICTOR R HILLMAN	BASIN ET ENERGY LLC	7/15/2009	MADISON	1007	303
TX100-0178882-009	JOE H BARNES II	EAST TEXAS OIL & GAS, LLC	1/11/2010	MADISON	1007	106
TX100-0178882-010	JOEL A SHAW	BASIN ET ENERGY LLC	6/23/2009	MADISON	1007	309
TX100-0178883-001	KERRY W JOHNSON ET UX	ISTROUMA RESOURCES INC	5/4/2012	MADISON	1142	4

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Exhibit A
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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0178883-003	GIBBS BROTHERS & COMPANY LP	EAST TEXAS OIL & GAS, LLC	4/25/2009	MADISON	974	288
TX100-0178883-004	ALICE DEMENT	EAST TEXAS OIL & GAS, LLC	7/29/2009	MADISON	987	210
TX100-0178883-005	EMILY DORE	EAST TEXAS OIL & GAS, LLC	7/29/2009	MADISON	987	225
TX100-0179013-001	MARION STAWNICZ ET UX	ISTROUMA RESOURCES INC	2/29/2012	MADISON	1147	279
TX100-0179014-001	HORACE C HARGRAVE JR	ISTROUMA RESOURCES INC	2/1/2012	MADISON	1147	282
TX100-0179014-002	PATRICIA A LANCASTER	ISTROUMA RESOURCES INC	2/1/2012	MADISON	1147	285
TX100-0179014-003	THOMAS D MARCANTEL ET UX	EAST TEXAS OIL & GAS, LLC	5/11/2009	MADISON	978	81
TX100-0179016-001	RAVE ENERGY INC	ISTROUMA RESOURCES INC	2/10/2012	MADISON	1147	291
TX100-0179016-002	ROCK POROSITY LLC	ISTROUMA RESOURCES INC	3/26/2012	MADISON	1159	226
TX100-0179016-003	UNION FCB TEXAS LTD	ISTROUMA RESOURCES INC	4/3/2012	MADISON	1157	61
TX100-0179016-004	ROCK RESERVES LTD	ISTROUMA RESOURCES INC	3/26/2012	MADISON	1159	223
TX100-0179016-005	HURLEY TEXAS ROYALTY PARTNERSHIP	ISTROUMA RESOURCES INC	3/20/2012	MADISON	1166	231
TX100-0179016-006	CENTURY 2000 ROYALTY PARTNERSHIP	ISTROUMA RESOURCES INC	3/20/2012	MADISON	1166	234
TX100-0179016-007	TAURUS ROYALTY LLC	ISTROUMA RESOURCES INC	3/28/2012	MADISON	1166	237
TX100-0179016-008	GEORGE VAUGHT JR	ISTROUMA RESOURCES INC	3/20/2012	MADISON	1166	216
TX100-0179016-009	ROBRO ROYALTY PARTNERS LTD	ISTROUMA RESOURCES INC	3/14/2012	MADISON	1177	344
TX100-0179016-010	BITTER END ROYALTIES LP	ISTROUMA RESOURCES INC	3/14/2012	MADISON	1178	1
TX100-0179016-011	GOLDKING ENERGY PARTNERS I LP	ISTROUMA RESOURCES INC	3/20/2012	MADISON	1185	246
TX100-0179016-012	VENDETTA ROYALTY PARTNERS LTD	ISTROUMA RESOURCES INC	3/20/2012	MADISON	1183	334
TX100-0179016-013	WHITE OAK ENERGY ROYALTY PARTNERS LP	EOG RESOURCES INC	10/14/2013	MADISON	1296	309
TX100-0179016-014	RAVE ENERGY INC DBA GEP III	EOG RESOURCES INC.	10/2/2013	MADISON	1330	215
TX100-0179016-015	GORDA SOUNDS ROYALTIES LP	EOG RESOURCES INC	3/26/2014	MADISON	1333	200
TX100-0179016-016	MAPFCB13-NET	EAST TEXAS OIL & GAS, LLC	5/20/2010	MADISON	1029	119
TX100-0179083-003	KENNETH STARNS	EAST TEXAS OIL & GAS, LLC	9/30/2011	MADISON	1128	265
TX100-0179114-000	JOE N SPIKES ET UX	EAST TEXAS OIL & GAS, LLC	6/1/2009	MADISON	978	56

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0179144-001	RDGML INC	ISTROUMA RESOURCES INC	2/22/2012	MADISON	1147	294
TX100-0179178-000	EDWARD E PATTILLO ET UX	EAST TEXAS OIL & GAS, LLC	6/1/2009	MADISON	978	50
TX100-0179179-001	PAMELA J STORER	EAST TEXAS OIL & GAS, LLC	6/4/2009	MADISON	982	237
TX100-0179179-002	GLEN ROSE JACKSON LIVING TRUST	EAST TEXAS OIL & GAS, LLC	7/18/2009	MADISON	985	87
TX100-0179179-003	JOHN PATRICK EPPS	EAST TEXAS OIL & GAS, LLC	6/4/2009	MADISON	985	31
TX100-0179179-004	MICHAEL L EPPS	EAST TEXAS OIL & GAS, LLC	6/4/2009	MADISON	985	80
TX100-0179179-005	ROSE MARY JAMISON	EAST TEXAS OIL & GAS, LLC	6/4/2009	MADISON	985	140
TX100-0179221-001	DARRELL R HALL ET UX	EAST TEXAS OIL & GAS, LLC	4/18/2009	MADISON	974	275
TX100-0179235-001	WILFORD L ODOM ET UX	ISTROUMA RESOURCES INC	3/29/2012	MADISON	1151	147
TX100-0179242-001	JEANETTE K GOODMAN	EAST TEXAS OIL & GAS, LLC	4/17/2009	MADISON	974	296
TX100-0179242-002	JOAN D SCLATER	EAST TEXAS OIL & GAS, LLC	4/28/2009	MADISON	974	251
TX100-0179244-001	LAMAR K SPIKES ET UX	EAST TEXAS OIL & GAS, LLC	6/1/2009	MADISON	982	199
TX100-0179280-001	ROLAND JACKSON TESTAMENTARY FAMILY TRUST	EAST TEXAS OIL & GAS, LLC	4/27/2009	MADISON	974	267
TX100-0179280-002	VIRGINIA R JACKSON	EAST TEXAS OIL & GAS, LLC	4/27/2009	MADISON	974	271
TX100-0179280-003	LINDA K JACKSON	EAST TEXAS OIL & GAS, LLC	4/27/2009	MADISON	974	263
TX100-0179280-004	KRISTI A ANDERSON	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	987	255
TX100-0179280-005	JERRE PARSONS WILLIAMS	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	985	6
TX100-0179280-006	MISTY E CLOSS	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	985	11
TX100-0179280-007	MORGAN G CLOSS	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	985	16
TX100-0179280-008	GASTON DETWEILER	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	985	21
TX100-0179280-009	DAVID TAYLOR	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	985	26
TX100-0179280-010	FRANK P CLOSS	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	987	260
TX100-0179280-011	HOLLY H DOMINGUE	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	987	270
TX100-0179280-012	ALLEN R TAYLOR	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	987	265
TX100-0179280-013	MAMIE JEANE MARTIN	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	993	19
TX100-0179280-014	JAMES N PARSONS III	EAST TEXAS OIL & GAS, LLC	7/25/2009	MADISON	987	306

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0179280-015	MICHAEL MIXSON	EOG RESOURCES INC	7/25/2013	MADISON	1277	62
TX100-0179280-016	CARRIE MICHELLE TURNER	EOG RESOURCES INC	7/25/2013	MADISON	1277	72
TX100-0179280-017	RUTH BEXLEY TURNER	EOG RESOURCES INC	7/25/2013	MADISON	1277	68
TX100-0179280-018	MICHAEL THEODORE TURNER	EOG RESOURCES INC	7/25/2013	MADISON	1277	64
TX100-0179280-019	JOEL C TURNER	EOG RESOURCES INC	7/25/2013	MADISON	1277	66
TX100-0179280-020	WILLIAM ROBERT TURNER	EOG RESOURCES INC	7/25/2013	MADISON	1277	56
TX100-0179280-021	DAYTON RUSSELL TURNER	EOG RESOURCES INC	7/25/2013	MADISON	1277	54
TX100-0179280-022	PHILLIP WAYNE MCKENZIE	EOG RESOURCES INC	7/25/2013	MADISON	1281	331
TX100-0179280-023	VERNON ALLEN FISHER	EOG RESOURCES INC	7/25/2013	MADISON	1281	327
TX100-0179280-024	CHESTER D TURNER	EOG RESOURCES INC	7/25/2013	MADISON	1281	329
TX100-0179280-025	CHRISTY FISHER WILLIAMS	EOG RESOURCES INC	7/25/2013	MADISON	1281	333
TX100-0179280-026	LLOYD WILLIAM MCKENZIE	EOG RESOURCES INC	7/25/2013	MADISON	1281	335
TX100-0179280-027	CLAUDE TYLER TURNER JR	EOG RESOURCES INC	7/25/2013	MADISON	1286	337
TX100-0179280-028	DWIGHT TURNER	EOG RESOURCES INC	7/25/2013	MADISON	1284	219
TX100-0179280-029	LANA CATHERINE TURNER	EOG RESOURCES INC	7/25/2013	MADISON	1284	217
TX100-0179280-030	CAHABA PARTNERSHIP LTD	EOG RESOURCES INC	8/28/2014	MADISON	1369	183
TX100-0179280-031	ROLAND T JACKSON TESTAMENTARY FAMILY TRS	EOG RESOURCES INC	8/28/2014	MADISON	1369	179
TX100-0179314-001	DR WILLIAM A BILSING ET UX	TERRA SOURCE LLC	4/17/2006	MADISON	823	73
TX100-0179316-001	LAURIE HOOPER GROESCHEL	TERRA SOURCE LLC	4/5/2006	MADISON	823	118
TX100-0179316-002	WILLIAM T HOOPER JR	TERRA SOURCE LLC	4/5/2006	MADISON	823	151
TX100-0179316-003	DAVID N HOOPER	TERRA SOURCE LLC	4/5/2006	MADISON	823	147
TX100-0179316-004	RICHARD A CREED ET UX	EAST TEXAS OIL & GAS, LLC	2/6/2010	MADISON	1020	332
TX100-0179319-001	JEANE E SMITH	ISTROUMA RESOURCES INC	3/29/2012	MADISON	1154	345
TX100-0179320-001	WILSON ASSET TRUST	ISTROUMA RESOURCES INC	3/2/2012	MADISON	1155	1
TX100-0179320-002	GWENDOLYN HUNDLEY	ISTROUMA RESOURCES INC	3/30/2012	MADISON	1155	10
TX100-0179320-003	MARY ALICE DANIEL	ISTROUMA RESOURCES INC	3/30/2012	MADISON	1154	336

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0179320-004	LANA BERGERON	ISTROUMA RESOURCES INC	3/30/2012	MADISON	1154	339
TX100-0179320-005	IVAN LANGFORD III	ISTROUMA RESOURCES INIC	3/30/2012	MADISON	1155	7
TX100-0179320-006	DENISE LANGFORD	ISTROUMA RESOURCES INC	3/30/2012	MADISON	1154	342
TX100-0179320-007	DEBORAH DABNEY	ISTROUMA RESOURCES INC	3/30/2012	MADISON	1160	329
TX100-0179535-001	GUS BENAVIDES JR	ISTROUMA RESOURCES INC	3/29/2012	MADISON	1155	4
TX100-0180391-005	WILLIAM L JAMISON JR	BASIN ET ENERGY LLC	7/21/2009	MADISON	1007	271
TX100-0180391-007	KATHRYN JAMISON SHULL	EAST TEXAS OIL & GAS, LLC	7/9/2009	MADISON	987	283
TX100-0180391-008	JACK PICKENS ET UX	EAST TEXAS OIL & GAS, LLC	6/9/2009	MADISON	985	46
TX100-0180488-001	SANDRA KAYE BURNS	ISTROUMA RESOURCES INC	6/5/2012	MADISON	1177	322
TX100-0180580-001	JERALD PAYNE EVANS	ISTROUMA RESOURCES INC	5/30/2012	MADISON	1169	110
TX100-0180580-002	ALFRED JACKSON MOORE JR	ISTROUMA RESOURCES INC	6/11/2012	MADISON	1177	341
TX100-0180580-003	GEORGE ALAN DOWELL	ISTROUMA RESOURCES INC	6/11/2012	MADISON	1183	337
TX100-0180580-004	RICKY MOORE	EOG RESOURCES INC	10/25/2012	MADISON	1210	193
TX100-0180580-005	MICHAEL G MOORE	EOG RESOURCES INC	2/21/2013	MADISON	1239	301
TX100-0180580-006	LARRY SKINNER	EAST TEXAS OIL & GAS, LLC	8/10/2010	MADISON	1053	292
TX100-0180580-007	DR ROBERT D SKINNER	EAST TEXAS OIL & GAS, LLC	8/11/2010	MADISON	1047	254
TX100-0180580-008	JOHN B DOWELL	EAST TEXAS OIL & GAS, LLC	7/16/2010	MADISON	1047	230
TX100-0180580-009	MERLE J MAY	EAST TEXAS OIL & GAS, LLC	7/16/2010	MADISON	1047	193
TX100-0180580-010	JUDY HUBBARD	EAST TEXAS OIL & GAS, LLC	7/17/2010	MADISON	1047	218
TX100-0180580-011	PATSY ANN STOEVER	EAST TEXAS OIL & GAS, LLC	7/17/2010	MADISON	1047	250
TX100-0180580-012	GARY C DOWELL	EAST TEXAS OIL & GAS, LLC	7/23/2010	MADISON	1047	201
TX100-0180580-013	KIMBERLY LUNDAHL	EAST TEXAS OIL & GAS, LLC	7/25/2010	MADISON	1047	226
TX100-0180580-014	A C DOWELL JR	EAST TEXAS OIL & GAS, LLC	7/20/2010	MADISON	1047	238
TX100-0180580-015	JIMMY LLOYD ET UX	EAST TEXAS OIL & GAS, LLC	8/7/2009	MADISON	987	155
TX100-0180580-016	EVERETT POPE DOWELL	EAST TEXAS OIL & GAS, LLC	8/27/2009	MADISON	993	57
TX100-0180580-017	MARIANNE SHEPPARD	EAST TEXAS OIL & GAS, LLC	8/27/2009	MADISON	993	53
TX100-0180580-018	MICHELLE L MOORE FITE	EOG RESOURCES INC	6/30/2014	MADISON	1384	47

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TX100-0180642-001	MADGE FRANKLIN GUTIERREZ	ISTROUMA RESOURCES INC	5/4/2012	MADISON	1169	121
TX100-0180642-002	MOLLY ELLEN JANNETT	ISTROUMA RESOURCES INC	5/4/2012	MADISON	1169	124
TX100-0180642-003	GEORGE CHARLES FRANKLIN	ISTROUMA RESOURCES INC	5/4/2012	MADISON	1169	115
TX100-0180642-004	JANET FRANKLIN ROBINSON	ISTROUMA RESOURCES INC	5/4/2012	MADISON	1169	112
TX100-0180642-005	DIANE DAVENPORT STEELE	EOG RESOURCES INC	11/15/2012	MADISON	1216	52
TX100-0180642-006	FRANCHA DAVENPORT WEST	EOG RESOURCES INC	11/15/2012	MADISON	1216	54
TX100-0180642-007	RAYMOND R DAVENPORT JR	EOG RESOURCES INC	11/15/2012	MADISON	1216	50
TX100-0180642-008	ELIZABETH WILSON SMITH	EOG RESOURCES INC	11/16/2012	MADISON	1218	59
TX100-0180642-009	JOSEPH CLAY WILSON	EOG RESOURCES INC	11/16/2012	MADISON	1218	57
TX100-0180642-010	VANN C WILSON JR	EOG RESOURCES INC	12/6/2012	MADISON	1222	252
TX100-0180642-011	ROGER ANN CRAIG	EOG RESOURCES INC	12/6/2012	MADISON	1222	246
TX100-0180642-012	LAURIE FALK	EOG RESOURCES INC	12/6/2012	MADISON	1222	248
TX100-0180642-013	AUDREY LEE WILSON	EOG RESOURCES INC	12/6/2012	MADISON	1222	250
TX100-0180642-014	GEORGE FALK JR	EOG RESOURCES INC	12/6/2012	MADISON	1226	45
TX100-0180642-015	ARDATH K WILSON	EOG RESOURCES INC	11/19/2012	MADISON	1226	43
TX100-0180642-016	ROSALIE WILSON	EOG RESOURCES INC	12/20/2012	MADISON	1226	41
TX100-0180642-017	ROGER W WILSON JR	EOG RESOURCES INC	12/20/2012	MADISON	1227	278
TX100-0180642-018	LOUISE GOODLOE SCOTTIE KERSTA-WILSON	EOG RESOURCES INC	2/14/2013	MADISON	1237	246
TX100-0180642-019	TRACY LESIEUR	EOG RESOURCES INC	2/14/2013	MADISON	1243	26
TX100-0180642-020	CLAY F WILSON	EOG RESOURCES INC	2/14/2013	MADISON	1243	28
TX100-0180642-021	KELLY WILSON KRITSAS	EOG RESOURCES INC	2/27/2013	MADISON	1243	24
TX100-0180642-022	BORDEN A WILSON	EOG RESOURCES INC	2/14/2013	MADISON	1252	266
TX100-0180642-024	VENRO LTD	EOG RESOURCES INC	10/2/2014	MADISON	1384	53
TX100-0180642-025	VENABLE ROYALTY LTD	EOG RESOURCES INC	10/2/2014	MADISON	1384	51
TX100-0180642-026	JEFFREY D BOULDIN	EOG RESOURCES INC	10/2/2014	MADISON	1384	71
TX100-0181039-001	ROBERT D MONTGOMERY	ISTROUMA RESOURCES INC	5/21/2012	MADISON	1177	334

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0182081-001	JAKE COLE HOWARD ET AL	WEBER ENERGY CORPORATION	8/22/2010	MADISON	1116	265
TX100-0182468-001	MARION STAWNICZ ET UX	EOG RESOURCES INC	10/23/2012	MADISON	1206	127
TX100-0183067-001-PR	VIRGINIA R MCNEELY	EOG RESOURCES INC	12/4/2012	MADISON	1222	234
TX100-0183067-002	RICHARD A CREED ET UX	EOG RESOURCES INC	6/19/2013	MADISON	1267	273
TX100-0183289-001	VICKEY JEANETTE BEST	EOG RESOURCES INC	1/10/2013	MADISON	1232	343
TX100-0183289-002	VERINDA DELAYNE BROUSSARD	EOG RESOURCES INC	1/10/2013	MADISON	1232	337
TX100-0183289-003	EBBY LAVERNE GREENE FAMILY TRUST	EAST TEXAS OIL & GAS, LLC	4/6/2010	MADISON	1020	316
TX100-0183289-004	ROBERT A CHALK ET UX	BASIN ET ENERGY LLC	6/11/2009	MADISON	1007	252
TX100-0183387-001	HATTIE M CROW	EOG RESOURCES INC	1/17/2013	MADISON	1237	224
TX100-0183387-002	BARBARA CROW BEELER	EOG RESOURCES INC	1/17/2013	MADISON	1237	228
TX100-0183387-003	ULRICH W CROW JR	EOG RESOURCES INC	1/17/2013	MADISON	1237	226
TX100-0183547-002	DOUGLAS ROBINSON ET UX	EAST TEXAS OIL & GAS, LLC	10/21/2009	MADISON	997	89
TX100-0183547-003	RICHARD J KUNZ	EAST TEXAS OIL & GAS, LLC	9/13/2009	MADISON	992	327
TX100-0184651-000	ST TX MF115444	EOG RESOURCES INC	7/16/2013	MADISON LEON	1277 1570	38 75
TX100-0185790-000	JOHN K SHANNON	EAST TEXAS OIL & GAS, LLC	6/24/2009	MADISON	982	231
TX100-0185800-000	CELIA SHANNON	EAST TEXAS OIL & GAS, LLC	6/25/2009	MADISON	982	172
TX100-0185803-000	PATTY C MILBY	EAST TEXAS OIL & GAS, LLC	6/25/2009	MADISON	982	151
TX100-0185813-000	CHAP HARRIMAN	EAST TEXAS OIL & GAS, LLC	8/4/2009	MADISON	987	220
TX100-0185814-000	LUEL LEWIS ET UX	EAST TEXAS OIL & GAS, LLC	8/14/2009	MADISON	987	181
TX100-0185824-001	SALLIE SUE FROGGE	EAST TEXAS OIL & GAS, LLC	8/16/2009	MADISON	993	36
TX100-0185824-002	C. PATRICK MARTIN	EAST TEXAS OIL & GAS, LLC	8/15/2009	MADISON	993	42
TX100-0185824-002-TL	C. PATRICK MARTIN	HAWKWOOD ENERGY EAST TEXAS, LLC	8/16/2017	MADISON	1608	324
TX100-0185824-003	MICHAEL A STOCKER	EAST TEXAS OIL & GAS, LLC	5/29/2010	MADISON	1034	250
TX100-0185824-004	SALLIE SUE FROGGE	HAWKWOOD ENERGY EAST TEXAS, LLC	8/16/2017	MADISON	1612	328

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TX100-0185836-001	MARION STAWNICZ ET UX	BASIN ET ENERGY LLC	6/18/2009	MADISON	1007	208
TX100-0185836-002	REBECCA J WADDELL ET AL	BASIN ET ENERGY LLC	6/18/2009	MADISON	1007	321
TX100-0185838-001	JAMES A KNIPPA III ET UX	BASIN ET ENERGY LLC	6/15/2009	MADISON	1007	290
TX100-0185840-001	CAROLYN L LOCHTE FRERKING ET VIR	EAST TEXAS OIL & GAS, LLC	11/6/2009	MADISON	1007	93
TX100-0185840-002	ZACH CROW ET UX	EAST TEXAS OIL & GAS, LLC	6/18/2009	MADISON	993	1
TX100-0185874-000	EARL W STONE ET UX	BASIN ET ENERGY LLC	8/10/2009	MADISON	1007	184
TX100-0185875-000	CHALK FAMILY LTD	BASIN ET ENERGY LLC	6/11/2009	MADISON	1007	246
TX100-0185881-001	RICHARD L POOL	EAST TEXAS OIL & GAS, LLC	7/9/2010	MADISON	1034	262
TX100-0185881-002	DORA COMPIS	EAST TEXAS OIL & GAS, LLC	3/29/2010	MADISON	1029	110
TX100-0185881-003	LAURA A BAILEY	EAST TEXAS OIL & GAS, LLC	3/29/2010	MADISON	1029	106
TX100-0185881-004	RONALD W BAILEY	EAST TEXAS OIL & GAS, LLC	3/29/2010	MADISON	1029	126
TX100-0185881-005	JOHN W KITCHENS	EAST TEXAS OIL & GAS, LLC	7/27/2009	MADISON	987	214
TX100-0185881-006	WESLEY J POOL	EAST TEXAS OIL & GAS, LLC	7/9/2010	MADISON LEON	1047 1447	187 45
TX100-0185881-007	JOE R POOL JR	EAST TEXAS OIL & GAS, LLC	7/9/2010	MADISON LEON	1214 1447	237 39
TX100-0185881-008	JOHN W. KITCHENS	HAWKWOOD ENERGY EAST TEXAS, LLC	2/14/2017	MADISON	1603	95
TX100-0185900-001	JAMES ORRICK ET UX	EAST TEXAS OIL & GAS, LLC	11/10/2009	MADISON	1003	102
TX100-0185900-002	ELSIE BAILES	EAST TEXAS OIL & GAS, LLC	11/11/2009	MADISON	1003	94
TX100-0185900-003	ROBERT STEPHENSON	EAST TEXAS OIL & GAS, LLC	11/16/2009	MADISON	1003	98
TX100-0185900-004	MARTHA R PEARSON	EAST TEXAS OIL & GAS, LLC	11/16/2009	MADISON	1003	90
TX100-0185900-005	KENNETH STEPHENSON	EAST TEXAS OIL & GAS, LLC	11/16/2009	MADISON	1003	86
TX100-0185900-006	DONALD PEEK ET UX	EAST TEXAS OIL & GAS, LLC	11/10/2009	MADISON	1004	150
TX100-0185900-007	SYLVIA J BAILES	EAST TEXAS OIL & GAS, LLC	11/16/2009	MADISON	1003	106
TX100-0185977-000	MARGARET ANN DAVID	EAST TEXAS OIL & GAS, LLC	9/29/2009	MADISON	992	286
TX100-0186001-001	JACK B ELLISON	EAST TEXAS OIL & GAS, LLC	6/25/2009	MADISON	985	128

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Exhibit A
Leases
Madison County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0186001-002	JASON B ELLISON	EAST TEXAS OIL & GAS, LLC	6/25/2009	MADISON	985	115
TX100-0186001-003	ELLISON FAMILY TRUST	EAST TEXAS OIL & GAS, LLC	6/25/2009	MADISON	985	147
TX100-0186001-004	HEIDY HERSCHBACH	EAST TEXAS OIL & GAS, LLC	6/10/2009	MADISON	987	201
TX100-0186001-005	HERSCHBACH PETROLEUM COMPANY LTD	EAST TEXAS OIL & GAS, LLC	7/2/2012	MADISON	1175	208
TX100-0186002-001	CLARENCE SCHEIDEMANTEL JR	EAST TEXAS OIL & GAS, LLC	7/9/2009	MADISON	985	135
TX100-0186002-002	BETTY ANN LEWIS	EAST TEXAS OIL & GAS, LLC	7/6/2009	MADISON	985	101
TX100-0186002-003	DAVID C ELMENDORF ET UX	EAST TEXAS OIL & GAS, LLC	7/6/2009	MADISON	985	51
TX100-0186002-003-TL	DAVID C. ELMENDORF, ET UX MAMIE E. ELMENDORF	HAWKWOOD ENERGY EAST TEXAS, LLC	7/7/2017	MADISON	1608	326
TX100-0186004-001	DANNY M SHANNON ET UX	EAST TEXAS OIL & GAS, LLC	6/25/2009	MADISON	985	94
TX100-0186004-002	CHRISTOPHER H CLARK ET UX	EAST TEXAS OIL & GAS, LLC	6/25/2009	MADISON	982	225
TX100-0186004-003	JON L SHANNON	EAST TEXAS OIL & GAS, LLC	6/25/2009	MADISON	982	158
TX100-0186004-004	JERRY K SHANNON ET UX	EAST TEXAS OIL & GAS, LLC	6/27/2009	MADISON	982	165
TX100-0186004-005	JERRY K SHANNON ET UX	EOG RESOURCES INC	4/16/2015	MADISON	1440	290
TX100-0186004-006	SHANNON FAMILY RANCH LP	EOG RESOURCES INC	4/16/2015	MADISON	1440	279
TX100-0186006-001	WALTER H MARCHBANKS ET UX	EAST TEXAS OIL & GAS, LLC	7/8/2009	MADISON	985	76
TX100-0186008-001	LESLYE VAN NAME LAIDLAW FLEER	EAST TEXAS OIL & GAS, LLC	7/9/2009	MADISON	985	73
TX100-0186008-002	GLENN AIRLIE LAIDLAW	EAST TEXAS OIL & GAS, LLC	7/9/2009	MADISON	985	70
TX100-0186008-003	WENDYE LAIDLAW MICKEL	EAST TEXAS OIL & GAS, LLC	7/9/2009	MADISON	985	67
TX100-0186008-004	WILLIAM J LAIDLAW III	EAST TEXAS OIL & GAS, LLC	7/9/2009	MADISON	985	64
TX100-0186008-005	PERI LAIDLAW ELLIOTT	EAST TEXAS OIL & GAS, LLC	7/9/2009	MADISON	987	207
TX100-0186009-002	AYLEEN ARMSTRONG BURDEN	EAST TEXAS OIL & GAS, LLC	7/9/2009	MADISON	985	60
TX100-0186009-004	LINDA K JACKSON 2011 TRUST	EOG RESOURCES INC	8/28/2014	MADISON	1369	185
TX100-0186152-001	DONALD L DOBBS ET UX	EAST TEXAS OIL & GAS, LLC	8/25/2009	MADISON	993	5
TX100-0186152-002	ROY G ROSS ET UX	EAST TEXAS OIL & GAS, LLC	9/25/2009	MADISON	992	323
TX100-0186175-001	JOSEPH S BINDO ET UX	EAST TEXAS OIL & GAS, LLC	2/13/2010	MADISON	1020	308
TX100-0186176-001	CHARLOTTE BAROSH ET AL	EAST TEXAS OIL & GAS, LLC	2/18/2010	MADISON	1020	320

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0186187-001	LESLIE ANN MOORE RAY REVOCABLE TRUST	EAST TEXAS OIL & GAS, LLC	9/28/2009	MADISON	992	290
TX100-0186187-002	LUEL LEWIS ET UX	EAST TEXAS OIL & GAS, LLC	8/5/2009	MADISON	987	163
TX100-0186187-003	DEAN LEWIS ET AL	EAST TEXAS OIL & GAS, LLC	8/5/2009	MADISON	987	167
TX100-0186187-005	DENNIS LESTER MOEHR	EOG RESOURCES INC	8/12/2014	MADISON	1362	316
TX100-0186231-000	CARLYSLE H MARBACH ET UX	EAST TEXAS OIL & GAS, LLC	7/21/2009	MADISON	992	332
TX100-0186232-001	MARY ANN FANNETTE	EAST TEXAS OIL & GAS, LLC	10/7/2009	MADISON	997	120
TX100-0186233-001	ROBERT L CULLINS	EAST TEXAS OIL & GAS, LLC	8/11/2009	MADISON	993	48
TX100-0186233-002	ELIZABETH PEAKE FAULK	EAST TEXAS OIL & GAS, LLC	8/9/2009	MADISON	987	197
TX100-0186233-003	JACK E HAVARD	EAST TEXAS OIL & GAS, LLC	8/3/2009	MADISON	993	26
TX100-0186287-001	TRAVIS DARRELL LEE	EOG RESOURCES INC	4/29/2014	MADISON	1339	67
TX100-0186287-002	GEORGE A SCOTT	EOG RESOURCES INC	8/20/2014	MADISON	1372	274
TX100-0186287-003	FRANKLIN D SCOTT	EOG RESOURCES INC	8/20/2014	MADISON	1372	276
TX100-0186465-002-TL	MAMIE E. ELMENDORF	HAWKWOOD ENERGY EAST TEXAS, LLC	6/1/2017	MADISON	1612	326
TX100-0186465-003	CLARENCE SCHEIDEMANTEL JR	HAWKWOOD ENERGY EAST TEXAS, LLC	5/28/2017	MADISON	1608	328
TX100-0400000-001	GIBBS BROTHERS & COMPANY LP	EOG RESOURCES INC	9/30/2014	MADISON	1384	45

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Exhibit A
Leases
Madison County

INSOFAR AND ONLY INSOFAR AS THE FOLLOWING DESCRIBED LEASES COVER THAT CERTAIN TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS THE THIRD TRACT IN THAT CERTAIN WARRANTY DEED DATED OCTOBER 2, 1945, FROM W.C. McMAHAN TO RALPH A. JOHNSTON, RECORDED IN VOLUME 76, PAGE 63 OF THE DEED RECORDS OF MADISON COUNTY, TEXAS.

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-00416-001	BETTY T. JOHNSTON AND TOM AUNE, CO-TRUSTEES OF THE BETTY T. JOHNSTON MARITAL TRUST	CURLY OIL, INC.	8/25/2015	MADISON	1467	164
TX100-00416-002	V. A. JOHNSTON, LTD.	CURLY OIL, INC.	8/25/2015	MADISON	1478	316
TX100-00416-003	GRAYFORE PARTNERS, LP	CURLY OIL, INC.	8/25/2015	MADISON	1467	172
TX100-00416-004	WILLIAM S. ROGERS	CURLY OIL, INC.	8/25/2015	MADISON	1467	168
TX100-00416-005	GWINN MCMAHAN LEWIS INVESTMENT TRUST	CURLY OIL, INC.	8/25/2015	MADISON	1467	152
TX100-00416-006	THOMAS V. MCMAHAN 1966 TRUST	CURLY OIL, INC.	8/25/2015	MADISON	1467	156
TX100-00416-007	EULA MAY JOHNSTON TRUST, BANK OF AMERICA, N.A., TRUSTEE	CURLY OIL, INC.	8/25/2015	MADISON	1467	160

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Exhibit A
Leases
Madison County

INSOFAR AND ONLY INSOFAR AS THE FOLLOWING DESCRIBED LEASES COVER LANDS *WITHIN* THE GEOGRAPHICAL BOUNDARY OF THE COVEY PARK OPERATING LLC – SENATOR RANCH "A" UNIT, DESCRIBED IN THAT CERTAIN POOLING DECLARATION DATED JUNE 9, 2010, AND RECORDED IN VOLUME 1454, PAGE 630 OF THE OFFICIAL PUBLIC RECORDS OF LEON COUNTY, TEXAS *AND* THAT CERTAIN 33 ACRE TRACT, MORE OR LESS, BEING MORE FULL DESCRIBED AS ALL OF THE GEORGE L. HEBGEN SURVEY, A-1077, LEON COUNTY, TEXAS

LEASE NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0181567-011	JAMES ALLGEIER	DIXON SERVICES, INC.	3/14/2012	MADISON	1508	692
TX100-0181567-008	ERIENNA WARREN	DIXON SERVICES, INC.	3/14/2012	MADISON	1508	704
TX100-0181567-012	DORIS JEAN SIMS	DIXON SERVICES, INC.	3/14/2012	MADISON	1508	702
TX100-884349.012	CHARLES HERBERT WARREN, III	ENCANA OIL & GAS (USA) INC	4/15/2010	MADISON	1282	342
TX100-884349.013	JOE BEN EARLY	ENCANA OIL & GAS (USA) INC	4/15/2010	MADISON	1171	210
TX100-884349.014	BENNY LOU CANNON	ENCANA OIL & GAS (USA) INC	4/15/2010	MADISON	1171	216
TX100-884349.016	JOHN CARVER SMITH	ENCANA OIL & GAS (USA) INC	5/12/2010	MADISON	1171	205
TX100-884349.017	JOHN WARREN	ENCANA OIL & GAS (USA) INC	4/15/2010	MADISON	1283	1
TX100-884349.023	PATSY ANN PEARCE	ENCANA OIL & GAS (USA) INC	5/19/2010	MADISON	1171	134
TX100-884349.025	ANN DERRICK ARIE	ENCANA OIL & GAS (USA) INC	5/28/2010	MADISON	1171	129
TX100-884349.028	JOHN C. TRUBE	ENCANA OIL & GAS (USA) INC	7/27/2010	MADISON	1171	195
TX100-884349.030	THE MARGARET BRYANT COLLINS MAGUIRE SEPARATE PROPERTY LIVING TRUST	ENCANA OIL & GAS (USA) INC	7/27/2010	MADISON	1171	226
TX100-884349.035	MARY JEAN WARREN	ENCANA OIL & GAS (USA) INC	7/13/2010	MADISON	1171	200
TX100-884349.045	DAVID JOHNSTON DEVINE	EOG RESOURCES INC.	6/27/2007	MADISON	892	163
TX100-884349.047	CATHERINE CAGE BRUNS, AS TRUSTEE OF THE CAGE MINERAL TRUST	EOG RESOURCES INC.	6/27/2007	MADISON	892	166

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Exhibit A-1
Wells
Madison County

Oil and Gas Wells

Well Name	County	API No.
The Grove #1H	Leon/Madison	42-289-32128
The Grove #2H	Leon/Madison	42-289-32130
The Grove #3H	Leon/Madison	42-289-32131
The Golden Wave #1H	Leon/Madison	42-289-32132
Ellison #1H	Madison	42-313-30977
Sully #1H	Leon/Madison	42-289-32105
Bayou Bengals #1H	Madison	42-313-31014
Blazek Peters #1H	Madison	42-313-30937
Rea #1H	Madison	42-313-30958
Blazek Peters #1	Madison	42-313-30932

Water Wells

Tracking Number	County	Lessee	Name	Latitude	Longitude
366079	Madison	EOG Resources, Inc.	Stone #1 FP	30.984444	-96.198333
366080	Madison	EOG Resources, Inc.	Stone #2 FP	30.984167	-96.202222

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Exhibit B
Surface Interests
Madison County

CONTRACT NUMBER	PARTY 1	PARTY 2	COUNTY	EFFECTIVE DATE	BOOK / PAGE
WATER PURCHASE AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	4/14/2014	NOT RECORDED
LETTER OF AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	4/14/2014	NOT RECORDED
LETTER OF AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	4/14/2014	NOT RECORDED
WATER STORAGE FACILITY SURFACE USE AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	7/18/2014	NOT RECORDED
WATER PURCHASE AGREEMENT	EARL STONE ET UX	EOG RESOURCES INC	MADISON	2/25/2015	NOT RECORDED
	RICHARD E. JOHNSON	EOG RESOURCES INC	MADISON	7/11/2014	NOT RECORDED
	JERRY K. SHANNON	EOG RESOURCES INC	MADISON	6/12/2012	NOT RECORDED
	KIM DAWSON	EOG RESOURCES INC	MADISON	1/15/2013	NOT RECORDED
	WILFORD AND MERILEE ODOM	EOG RESOURCES INC	MADISON	11/8/2012	NOT RECORDED
	HENRY E. BLAZEK, III AND WIFE NANCY R. BLAZEK	EOG RESOURCES INC	MADISON	6/20/2012	NOT RECORDED
TX100-0180499-001-RW	JO ANN PETERS	EOG RESOURCES INC	MADISON	6/20/2012	1169/155
TX100-0180499-002-RW	HENRY E BLAZEK III ET UX	EOG RESOURCES INC	MADISON	6/20/2012	1169/145
TX100-0180373-000-RW	JERRY K SHANNON	EOG RESOURCES INC	MADISON	6/8/2012	1169/150
TX100-0181781-002-RW	DOROTHY BATSON	EOG RESOURCES INC	MADISON	8/23/2012	1196/174
TX100-0182641-001-SU	WILFORD AND MERILEE ODOM	EOG RESOURCES INC	MADISON	11/9/2012	NOT RECORDED
TX100-0182641-002-RW	WILFORD AND MERILEE ODOM	EOG RESOURCES INC	MADISON	11/9/2012	1236/117
TX100-0183235-002-SU	KIM DAWSON	EOG RESOURCES INC	MADISON	1/15/2013	1236/125
TX100-0183235-003-RW	KIM DAWSON	EOG RESOURCES INC	MADISON	1/15/2013	1236/121
TX100-0186801-000-RW	RUSSELL GARRED PIERCE ET AL	EOG RESOURCES INC	MADISON	9/30/2014	1400/239
TX100-0186805-000-RW	TERRY B BELL ET UX	EOG RESOURCES INC	MADISON	8/8/2014	1400/247
TX100-0186806-000-RW	GREGORY D ZOOK ET UX	EOG RESOURCES INC	MADISON	8/25/2014	1400/227
TX100-0186807-000-RW	JAMES PATRICK PATTERSON AND PATRICIA ANN PATTERSON WALL	EOG RESOURCES INC	MADISON	8/8/2014	1620/69
TX100-0186817-000-RW	LUEL LEWIS ET UX	EOG RESOURCES INC	MADISON	8/26/2014	1400/231
TX100-0186833-000-RW	EARL W STONE ET UX	EOG RESOURCES INC	MADISON	7/25/2014	1400/217
TX100-0186837-000-RW	MADISON COUNTY PRECINCT 1	EOG RESOURCES INC	MADISON	9/24/2014	NOT RECORDED
TX100-0186838-000-RW	MADISON COUNTY PRECINCT 1	EOG RESOURCES INC	MADISON	9/23/2014	NOT RECORDED
TX100-0186856-000-RW	LEONARD VOSS AND PATRICIA VOSS H/W	EOG RESOURCES INC	MADISON	9/10/2014	1378/115
TX100-0186865-000-RW	ALTON R SEBESTA ET UX (MEMO OF PIPELINE ROW AGMT)	EOG RESOURCES INC	MADISON	11/7/2014	1400/243

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Equipment

SULLY 1H WELL

1- 640 Lufkin Pumping Unit
1- vaprox flare
1- flare drum
3- 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 2" electric circulating pump
1- 2" Sr meter run
1- 36 x 15 Heated Horizontal Separator

GROVE FACILITY

1- 2" Sr meter run
2- 48" high volume combustors
2- flare drum
1- 2" electric circulating pump

GROVE #1 H WELL

1- 4 x 20 Heater Treater
1- 2" Sr meter run
1- 640 Dansco Pumping Unit
2- 400 bbl internally coated oil tanks
1- 300 bbl internally coated water tank

GROVE #2 H WELL

1- 2" Senior Meter Run
1- 320 Lufkin Pumping Unit
2- 400 bbl internally coated oil tanks
1- 300 bbl internally coated water tank

GROVE #3 H WELL

1- 4 x 20 Heater Treater
1- 2" Senior Meter Run
1- 640 Lufkin Pumping Unit
2- 400 bbl internally coated oil tanks
1- 300 bbl internally coated water tank

GOLDEN WAVE 1 H

1- 12 x 5 fuel separator
1- 4 x 20 Heater Treater
1 - 2" Senior Meter Run
1 - 2" Electric Circulating Pump
1- 912 Lufkin Pumping Unit
1- 400 bbl internally coated oil tanks
1-400 bbl internally coated water tank
Note: There is a water well on this location that has not been plugged at this time.

ELLISON 1 H WELL

1- 640 Lufkin Pumping Unit
1- 36 x 15 Heated Horizontal Separator
1- 12 x 5 fuel separator
1 - 2 " Senior Meter Run
1- 2" electric circulating pump
3 - 400 bbl internally coated oil tanks
1 - 400 bbl internally coated water tank
1- vaprox flare
1- flare drum
1- 12 x 5 horizontal 2 phase separator

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Exhibit C
Facilities
Madison County

BAYOU BENGAL #1 H WELL

1- vaprox flare
3- 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 2" electric circulating pump
1- 2" Senior Meter Run
1- 36 x 15 Heated Horizontal Separator
1- 12 x 5 fuel separator
1- 640 Lufkin Pumping Unit

REA #1 H WELL

1- 640 Lufkin Pumping Unit
1- Flare
1- flare drum
1- 36 x 15 Heated Horizontal Separator
1- 12 x 5 fuel separator
1- 2" Senior Meter Run
3 - 400 bbl internally coated oil tanks
1 - 400 bbl internally coated water tank
1 - 8 x 10 Wood Storage Building

BLAZEK PETERS #1 H WELL

1- 2" Senior Meter Run
1- 2" electric circulating pump
3- 400 bbl internally coated oil tanks
1 - 400 bbl internally coated water tank
1- Flare
1- flare drum
1- 640 Lufkin Pumping Unit
1- 24 x 10 Vertical High Pressure Separator
1- 12 x 5 fuel separator
1- 6" x 20' vertical heated separator

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Exhibit C
Facilities
Madison County

Supplemental

GOLDEN WAVE									
Oil Tank		**Oil Tank 2**		**Water Tank**		**Heater**		**Pumping Unit**	
Serial #	40938			Serial #	40970	Serial #	D20928	Model #	M-912D5-427-192
Capacity	12x20			Capacity	12x20	Capacity	4x20	Serial #	D170241U
Head	(1-4)			Head	(1-4)	Head	(1-4)	Order #	3134011
Shell	(3-16)			Shell	(3-16)	Shell	(1-4)		
Deck	(3-16)			Deck	(3-16)	W.P.	75		
Angelina Tank Man.		N/A		Angelina Tank Man.		Permian Tank		Lufkin IND.	
(06/2014)		N/A		(07/2014)		(06/2014)		8/14/2013	

GROVE 1H									
Oil Tank 1		**Oil Tank 2**		**Water Tank**		**Heater**		**Pumping Unit**	
Serial #	40935	Serial #	40972	Serial #	(3-9097)	Serial #	CV0475	Unit Structure	640-365-144
Capacity	12x20	Capacity	12x20	Capacity	12x15	Capacity	4x20	Serial #	C36G144E56405T-2087
Head	(1-4)	Head	(1-4)	Head		Head	(1-4)		
Shell	(3-16)	Shell	(3-16)	Shell		Shell	(1-4)		
Deck	(3-16)	Deck	(3-16)	Material	ISO	W.P.	75		
Angelina Tank Man.		Angelina Tank Man.		Permian Lide		Smith Pipe		Dansco Man.	
(06/2014)		(06/2014)		(12/2015)		(01/2012)			

GROVE 2H									
Oil Tank 1		**Oil Tank 2**		**Water Tank**		**Heater**		**Pumping Unit**	
Serial #	40938	Serial #	40970	Serial #	(3-9100)	Serial #	D20927	Model #	C-320D-365-120
Capacity	12x20	Capacity	12x20	Capacity	12x15	Capacity	4x20	Serial #	1337155-004
Head	(1-4)	Head	(1-4)	Head		Head	(1-4)	Order#	4600015254
Shell	(3-16)	Shell	(3-16)	Shell		Shell	(1-4)		
Deck	(3-16)	Deck	(3-16)	Material	ISO	W.P.	75		
Angelina Tank Man.		Angelina Tank Man.		Permian Lide		Permian Tank		Lufkin Ind.	
(07/2014)		(07/2014)		(12/2015)		(06/2016)		(06/2014)	

GROVE 3H									
Oil Tank 1		**Oil Tank 2**		**Water Tank**		**Heater**		**Pumping Unit**	
Serial #	40936	Serial #	40931	Serial #	(3-9096)	Serial #	D20929	Model #	RM-640D-365-168
Capacity	12x20	Capacity	12x20	Capacity	12x15	Capacity	4x20	Serial #	1446503-002
Head	(1-4)	Head	(1-4)	Head		Head	(1-4)	Order#	4600023821
Shell	(3-16)	Shell	(3-16)	Shell		Shell	(1-4)		
Deck	(3-16)	Deck	(3-16)	Material	ISO	W.P.	75		
Angelina Tank Man.		Angelina Tank Man.		Permian Lide		Permian Tank		Lufkin Ind.	
(06/2014)		(06/2014)		(12/2015)		(07/2016)		(03/2015)	

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STATE OF TEXAS
COUNTY OF MADISON

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

HONORABLE SUSANNE MORRIS, COUNTY CLERK
Madison County, TEXAS

Document Number: 103639

Amount: 130.00

Receipt Number: 22373

Vol: 1615 Page: 260

Recorded: Aug 07,2017 at 11:04A

By,
Julia Bazan, Deputy

X Kelly Morton
Pickup

STATE OF TEXAS
COUNTY OF MADISON
I, Susanne Morris, County Clerk of Madison County, Texas do hereby certify that the foregoing is a true and correct copy of the original record and as same appears in OFFICIAL RECORDS
Record Vol. 1615 Page(s) 260-287
in Madison County, Texas.
Given under my hand and seal of office on this
29 day of September 20 17
By Deputy

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.

STATE OF TEXAS §
§
COUNTY OF LEON §

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), is dated for reference purposes as of August 3, 2017 (the "Execution Date"), to be effective as of June 1, 2017, at 7:00 a.m. local time where the respective Properties are located (the "Effective Time"), and is to VESS TEXAS PARTNERS IV, LLC, a Kansas limited liability company ("Assignee"), from HAWKWOOD ENERGY EAST TEXAS, LLC, a Delaware limited liability company whose address is 4582 S. Ulster St. Parkway, Suite 500, Denver, CO 80237 ("Assignor").

1. This Assignment is being made pursuant to the terms of that certain Purchase and Sale Agreement dated June 30, 2017, by Assignor, as Seller, and Assignee, as Buyer (the "PSA"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the PSA.

2. For one hundred dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignee the following real and personal property interests (collectively, the "Properties"):

(A) All of the oil and/or gas leases; subleases and other leaseholds; carried interests; reversionary interests; net profits interests; royalty interests; overriding royalty interests; forced pooled interests; farmout rights; options; mineral interests and other properties and interests described on **Exhibit A**, subject to such depth limitations and other restrictions as may be set forth in the oil and gas leases or other agreements of record in respect thereof, together with all rights, privileges, benefits and powers conferred upon the holder of said interests with respect to the use and occupation of the lands covered thereby (collectively, the "Leases"), together with the lands covered by the Leases and the interests currently pooled, unitized, communitized or consolidated therewith (collectively, the "Lands");

(B) All oil, gas, water, injection or disposal wells located on the Lands, whether producing, shut-in, or temporarily abandoned, and the interests in the wells shown on **Exhibit A-1** (collectively, the "Wells");

(C) Existing pools or units which include any Lands or all or a part of any Leases or include any Wells, including those pools or units associated with the Wells shown on **Exhibit A-1** (the "Units"; the Units, together with the Leases, Lands, and Wells, being

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17-21-01

hereinafter referred to as the "Oil and Gas Properties"), and including all interests of Assignor in the production of Hydrocarbons from any such Units, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

(D) All easements (including subsurface easements), permits, licenses, servitudes, rights-of-way, surface leases and other surface rights (collectively, "Surface Interests") appurtenant to, and used or held for use exclusively in connection with the Oil and Gas Properties, whether part of the premises covered by the Leases or Units or otherwise (including those identified on **Exhibit B**), but excluding any permits and other rights to the extent the transfer thereof would result in a violation of applicable Law or is restricted by any Transfer Requirement that is not waived by Assignee or satisfied pursuant to Article 5 of the PSA;

(E) All equipment, machinery (including vehicles), fixtures and other tangible personal and mixed property and improvements, whether movable or immovable, located on the Oil and Gas Properties and that is used or held for use exclusively in connection with (i) the ownership, use, development, and operation of the Oil and Gas Properties or (ii) the production, treatment, gathering, storage, processing, transportation, and marketing of Hydrocarbons produced therefrom or allocable thereto, including those items of personal property and equipment identified on **Exhibit C** (the "Facilities");

3. Notwithstanding the foregoing, the Properties shall not include, and Assignor excepts, reserves, and excludes from this Assignment, all of the rights, properties, and interests defined in Section 2.2 of the PSA as the Excluded Assets.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns, together with all and singular the rights and appurtenances thereto and anywise belonging unto Assignee, its successors, assigns and legal representatives, forever.

4. This Assignment is made subject to the following terms and conditions:

(A) Assignor and Assignee intend that the representations, warranties, covenants, indemnities, and other terms of the PSA shall survive the execution and delivery of this Assignment to the extent, and in the manner, set forth in the PSA and shall remain separate and distinct from and not merge with or into the terms of this Assignment.

(B) **ASSIGNOR WARRANTS TITLE TO THE PROPERTIES FROM AND AGAINST THE CLAIMS OF ALL PERSONS LAWFULLY CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE, AND, EXCEPT FOR THAT WARRANTY, THIS ASSIGNMENT IS MADE SUBJECT TO THE FOLLOWING:**

(i) THE EXPRESS WARRANTY OF TITLE OF ASSIGNOR CONTAINED IN SECTION 4(B) ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF TITLE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND, WITHOUT LIMITATION ON THE EXPRESS WARRANTY CONTAINED IN SECTION 4(B) ABOVE, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY EXPRESSLY WAIVES ANY RIGHT OR CAUSE OF ACTION ARISING FROM OR

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RELATING TO, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITHOUT LIMITATION, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PSA AND THE EXPRESS WARRANTY CONTAINED IN SECTION 4(B) ABOVE. THE PROPERTIES SHALL BE CONVEYED PURSUANT HERETO WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS, OR MERCHANTABILITY OF THE FACILITIES FOR ANY PURPOSE.

(ii) ASSIGNEE HAS INSPECTED, OR WAIVED ITS RIGHT TO INSPECT, THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN-MADE MATERIAL FIBERS (COLLECTIVELY, "MMMF"), OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("NORM"). ASSIGNEE IS RELYING UPON ITS OWN INSPECTION OF THE PROPERTIES, AND ASSIGNEE HEREBY ACCEPTS ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION, SUBJECT TO THE TERMS OF THE PSA AND THIS ASSIGNMENT. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE PSA, ASSIGNOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE PRESENCE OF NORM OR MMMF ON THE PROPERTIES AND, IF TESTS HAVE BEEN CONDUCTED BY ASSIGNOR FOR THE PRESENCE OF NORM OR MMMF, ASSIGNOR DISCLAIMS ANY WARRANTY RESPECTING THE ACCURACY OF SUCH TESTS OR RESULTS. IN ADDITION, ASSIGNOR AND ITS REPRESENTATIVES MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE IN CONNECTION WITH THE PROPERTIES OR AS TO THE QUALITY OR QUANTITY OF OIL, GAS AND OTHER HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OF THE PROPERTIES TO PRODUCE OIL, GAS AND OTHER HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR OR ITS RESPECTIVE REPRESENTATIVES WAS PROVIDED TO ASSIGNEE AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF THE SAME HAS BEEN AND SHALL BE AT ASSIGNEE'S SOLE RISK. ASSIGNEE ACKNOWLEDGES THAT THIS EXPRESS DISCLAIMER AND WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS TRANSACTION AND THE CONSIDERATION THEREOF; AND ACKNOWLEDGES THAT THIS DISCLAIMER AND WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE AND EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS DISCLAIMER AND WAIVER.

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(C) Assignee assumes and agrees to timely fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, and discharged) the Assumed Liabilities as defined in, and subject to and in accordance with the terms of, Section 2.3 of the PSA. Notwithstanding such assumption of the Assumed Liabilities, Assignor agrees that the Assumed Liabilities shall not include, and Assignee shall have no obligation to assume, or to fulfill, perform, pay, or discharge, any of Seller's Retained Liabilities, as defined in Section 2.3 of the PSA. All indemnities of Assignor and Assignee relating to the Assumed Liabilities and the Seller's Retained Liabilities are set forth in, and are provided in accordance with the terms of, the PSA, reference to which is made for all purposes.

(D) To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants of Assignor's predecessors in title given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Properties, but only to the extent not enforced by Assignor.

(E) The references herein to contracts, claims and other matters shall not be deemed to ratify or create any rights in third parties or merge with, modify, or limit the rights of either Assignor or Assignee, as between themselves, as set forth in the PSA or other documents executed in connection therewith.

(F) THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN ASSIGNOR AND ASSIGNEE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. JURISDICTION AND VENUE WITH RESPECT TO ANY DISPUTES ARISING HEREUNDER (EXCEPT FOR DISPUTES REQUIRED UNDER THE PSA TO BE DETERMINED SOLELY BY ARBITRATION OR OTHER ALTERNATIVE DISPUTE RESOLUTION) SHALL BE PROPER ONLY IN HARRIS COUNTY, TEXAS.

(G) Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

(H) This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

(I) In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein

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as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Properties conveyed herein.

(J) Exhibits referred to herein (excluding Exhibits to the PSA referred to herein) are hereby incorporated and made a part of this Assignment for all purposes by such reference.

(K) Each party hereby agrees to execute, acknowledge and deliver to the other party, from time to time, such other and additional instruments, notices, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively carry out this Assignment and the transactions contemplated hereby.

(L) This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

[SIGNATURE PAGES FOLLOW]

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17-21-01

EXECUTED on the dates contained in the acknowledgments of this Assignment, but for reference purposes as of the Execution Date, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

HAWKWOOD ENERGY EAST TEXAS, LLC

By: _____
Name: Peter Jeffe
Title: Senior Vice President & Chief Commercial Officer

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on this August 3, 2017, by Peter Jeffe, Senior Vice President & Chief Commercial Officer of **Hawkwood Energy East Texas, LLC**, a Delaware limited liability company, on behalf of said entity.

SUZANNE SPOTTS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074024196
MY COMMISSION EXPIRES JULY 7, 2019

_____
Notary Public – State of Colorado

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EXECUTED on the dates contained in the acknowledgments of this Assignment, but for reference purposes as of the Execution Date, to be effective for all purposes as of the Effective Time.

ASSIGNEE:

VESS TEXAS PARTNERS IV, LLC

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

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

This instrument was acknowledged before me on this August 3, 2017, by Barry N. Hill, President & Chief Executive Officer of VESS TEXAS PARTNERS IV, LLC, a Kansas limited liability company, on behalf of said entity.

TODD FIDLER
Notary Public, State of Texas
Comm. Expires 06-03-2018
Notary ID 12983965-6

Notary Public – State of Texas

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Exhibit A
Leases
Leon County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
177956-016TX100-0177956-012	PEGGY SCHULZ MOTE	ISTROUMA RESOURCES INC	4/19/2011	LEON	1478	518
TX100-00298-000	MARY JOYCE EMERT	HAWKWOOD ENERGY EAST TEXAS, LLC	11/13/2014	LEON	1619	864
TX100-00362-000	JAMES VINTERELLA, JR., AND WIFE, LARAINE C. VINTERELLA	HAWKWOOD ENERGY EAST TEXAS, LLC	6/11/2016	LEON	1674	1
TX100-00364-000	BILLY L REDMON INCOME TRUST	HAWKWOOD ENERGY EAST TEXAS, LLC	6/18/2016	LEON	1674	4
TX100-00366-000	WILEY B COURTNEY SR REV LIV TR	HAWKWOOD ENERGY EAST TEXAS, LLC	7/20/2016	LEON	1681	230
TX100-00367-001	ROYCE R SKELTON ET UX	HAWKWOOD ENERGY EAST TEXAS, LLC	5/30/2016	LEON	1681	235
TX100-00371-000	POLLY J HANNON ET VIR	HAWKWOOD ENERGY EAST TEXAS, LLC	6/29/2016	LEON	1681	244
TX100-00423-001	SARAH H JACKSON ET AL	HAWKWOOD ENERGY EAST TEXAS, LLC	9/26/2016	LEON	1692	477
TX100-00423-002	SUSAN G. MERKLE, ET AL	HAWKWOOD ENERGY EAST TEXAS, LLC	9/26/2016	LEON	1692	480
TX100-00423-003	PEGGY JACKSON	HAWKWOOD ENERGY EAST TEXAS, LLC	9/26/2016	LEON	1692	474
TX100-00423-004	MARTHA J. SMITH, INDIVIDUALLY AND AS REMAINDERMAN	HAWKWOOD ENERGY EAST TEXAS, LLC	9/26/2016	LEON	1692	483
TX100-00423-005	DONALD M. JACKSON, ET AL	HAWKWOOD ENERGY EAST TEXAS, LLC	9/26/2016	LEON	1686	411
TX100-00423-006	TERRY H. JACKSON, INDIVIDUALLY AND AS REMAINDERMAN	HAWKWOOD ENERGY EAST TEXAS, LLC	9/26/2016	LEON	1688	817
TX100-00423-007	FRANKLIN R. JACKSON, INDIVIDUALLY AND AS REMAINDERMAN	HAWKWOOD ENERGY EAST TEXAS, LLC	9/26/2016	LEON	1688	820
TX100-00423-008	DEBORAH L. DAVIS, INDIVIDUALLY AND AS REMAINDERMAN	HAWKWOOD ENERGY EAST TEXAS, LLC	9/26/2016	LEON	1688	831

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Exhibit A
Leases
Leon County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-00465-001	BILSING FARMS & RANCHES, LP	HAWKWOOD ENERGY EAST TEXAS, LLC	2/10/2017	LEON	1697	469
TX100-0176431-000	MARVIN DANIEL BYRD ET UX	ISTROUMA RESOURCES INC	3/16/2010	LEON	1433	811
TX100-0176460-001	ALICE M GRIFFITH	ISTROUMA RESOURCES INC	4/9/2010	LEON	1435	45
TX100-0176460-004	GEORGE C NEALE	EOG RESOURCES INC	10/1/2014	LEON	1619	386
TX100-0176460-005	JOE F CANTERBURY JR	EOG RESOURCES INC	10/15/2014	LEON	1619	396
TX100-0176460-006	DR JANET M CANTERBURY	EOG RESOURCES INC	10/15/2014	LEON	1619	392
TX100-0176460-007	TERRY JOE COOK	EOG RESOURCES INC	10/1/2014	LEON	1623	392
TX100-0176460-008	JOHN H MOON	EOG RESOURCES INC	10/1/2014	LEON	1623	396
TX100-0176590-001	ALICE M GRIFFITH	ISTROUMA RESOURCES INC	5/13/2010	LEON	1435	39
TX100-0177309-002	CATHERINE EASLEY GRANT	EOG RESOURCES INC	9/5/2014	LEON	1611	922
TX100-0177329-002	SETH THOMAS TAYLOR	BASIN ET ENERGY LLC	7/21/2009	LEON	1422	833
TX100-0177348-009	CHARLES BLACK ET UX	EOG RESOURCES INC	9/23/2014	LEON	1617	20
TX100-0177573-010	TONY S BOYKIN ET UX	ISTROUMA RESOURCES INC	2/8/2012	LEON	1507	277
TX100-0177573-031	US MINERALS II LLC	EOG RESOURCES INC	9/8/2014	LEON	1626	439
TX100-0177573-032	JBL ROYALTY COMPANY, LLC	HAWKWOOD ENERGY EAST TEXAS, LLC	4/18/2017	LEON	1703	537
TX100-0177573-033	SANDRA J. MULLENAX	HAWKWOOD ENERGY EAST TEXAS, LLC	4/18/2017	LEON	1703	540
TX100-0177625-001	TED A BANIK	ISTROUMA RESOURCES INC	2/14/2011	LEON	1466	1
TX100-0177625-002	BETTY JEAN GARCIA ET VIR	ISTROUMA RESOURCES INC	2/14/2011	LEON	1468	891
TX100-0177625-003	GUSTAVUS HOLDINGS LLC	EOG RESOURCES INC	3/20/2013	LEON	1550	252
TX100-0177670-001	ROYCE G SHAW ET UX	ISTROUMA RESOURCES INC	2/2/2011	LEON	1468	879
TX100-0177670-002	TOM G HOLMES ET UX	ISTROUMA RESOURCES INC	2/24/2011	LEON	1466	5
TX100-0177670-003	VICTOR HILLMAN ET UX	ISTROUMA RESOURCES INC	2/23/2011	LEON	1468	886
TX100-0177670-007	VICTOR HILLMAN ET UX	EOG RESOURCES INC	5/8/2014	LEON	1597	652
TX100-0177670-008	ROYCE G SHAW ET UX	EOG RESOURCES INC	5/8/2014	LEON	1597	654
TX100-0177670-010	GLENN JONES ET UX	EOG RESOURCES INC	5/7/2014	LEON	1599	862
TX100-0177670-011	NELL HOPE BURKE	EOG RESOURCES INC	7/30/2014	LEON	1608	86

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Exhibit A
Leases
Leon County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0177670-012	TEMA FUND I LP	EOG RESOURCES INC	8/20/2014	LEON	1610	330
TX100-0177670-013	TIMOTHY L. BUSBY	HAWKWOOD ENERGY EAST TEXAS, LLC	10/25/2016	LEON	1692	464
TX100-0177670-014	LL MURFF INTERESTS LLC	HAWKWOOD ENERGY EAST TEXAS, LLC	5/8/2017	LEON	1703	543
TX100-0177716-005	LENA STRICKLAND	EOG RESOURCES INC	9/11/2014	LEON	1612	923
TX100-0177799-001	JEANNE FORSTON	ISTROUMA RESOURCES INC	3/15/2011	MADISON LEON	1080 1468	173 877
TX100-0177799-002	MAYO PAUL CRUM JR	ISTROUMA RESOURCES INC	3/15/2011	MADISON LEON	1080 1468	175 875
TX100-0177799-003	CAROLYN C REED	ISTROUMA RESOURCES INC	3/15/2011	MADISON LEON	1080 1468	177 873
TX100-0177819-001	CHARLES B BEARD	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	188 869
TX100-0177819-002	GARY MOORE	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	167 861
TX100-0177819-003	CAROLYN MOORE LAWRENCE	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	185 867
TX100-0177819-004	TALMAGE MOORE	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	182 865
TX100-0177819-005	BEN TISINGER BEARD	ISTROUMA RESOURCES INC	3/17/2011	MADISON LEON	1080 1468	179 863
TX100-0177819-009	WILLIAM NELSON TAYLOR III	ISTROUMA RESOURCES INC	7/7/2011	MADISON LEON	1137 1482	76 834
TX100-0177862-001	GARY MARK LONGENBAUGH ET AL	ISTROUMA RESOURCES INC	3/23/2011	LEON	1471	693
TX100-0177862-003	MICHAEL D MCKINNEY MD	ISTROUMA RESOURCES INC	4/4/2011	LEON	1472	919
TX100-0177862-004	JAMES MICHAEL SULLIVAN	ISTROUMA RESOURCES INC	4/11/2011	LEON	1476	619
TX100-0177862-005	MICHAEL D MITCHELL	ISTROUMA RESOURCES INC	5/12/2011	LEON	1474	760
TX100-0177862-007	GAYLE E TITTLE	ISTROUMA RESOURCES INC	6/2/2011	LEON	1476	626
TX100-0177862-008	TONY S BOYKIN ET UX	ISTROUMA RESOURCES INC	5/16/2011	LEON	1478	536
TX100-0177862-011	RONALD IRWIN ET UX	ISTROUMA RESOURCES INC	8/24/2011	LEON	1485	3
TX100-0177862-012	JAMES P PATTERSON ET UX	ISTROUMA RESOURCES INC	8/24/2011	LEON	1484	919

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Exhibit A
Leases
Leon County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0177862-014	PLUTARCO RAMIREZ SOLIZ ET UX	ISTROUMA RESOURCES INC	8/29/2011	LEON	1487	774
TX100-0177862-019	REBECCA BELLOWS	ISTROUMA RESOURCES INC	9/29/2011	LEON	1487	809
TX100-0177862-020	RAY STEVEN GARCIA	ISTROUMA RESOURCES INC	9/12/2011	LEON	1490	7
TX100-0177862-023	MARIA THERESA MCGREGOR	ISTROUMA RESOURCES INC	11/16/2011	LEON	1498 1499	75 861
TX100-0177862-024	TIMOTHY W COFFEY	ISTROUMA RESOURCES INC	11/7/2011	LEON	1499	897
TX100-0177862-025	LEAH KIRKWOOD MIKULENKA	ISTROUMA RESOURCES INC	11/28/2011	LEON	1499	901
TX100-0177862-026	BARBARA COFFEY WALKER	ISTROUMA RESOURCES INC	11/28/2011	LEON	1499	909
TX100-0177862-027	KELSEY KIRKWOOD SWOR	ISTROUMA RESOURCES INC	11/28/2011	LEON	1499	893
TX100-0177862-028	SHARON COFFEY REECE	ISTROUMA RESOURCES INC	11/28/2011	LEON	1499	905
TX100-0177862-029	DONNA M CLAMPITTE	EOG RESOURCES INC	7/18/2014	LEON	1616	563
TX100-0177862-030	DONNA M CLAMPITTE	EOG RESOURCES INC	11/13/2014	LEON	1618	908
TX100-0177862-031	HARLON SANDERS, ET UX	HAWKWOOD ENERGY EAST TEXAS, LLC	3/8/2017	LEON	1697	467
TX100-0177909-001	JASON B. ELLISON	ISTROUMA RESOURCES, INC.	3/23/2011	LEON	1471	687
TX100-0177909-002	ANN MARIE VICK, TRUSTEE UNDER THE ANN MARIE VICK REVOCABLE TRUST (RENEWED)	ISTROUMA RESOURCES INC	3/29/2011	LEON	1471	691
TX100-0177909-003	PATRICIA ANN ELLISON WILLIAMS	ISTROUMA RESOURCES, INC.	3/23/2011	LEON	1471	689
TX100-0177956-001	JANET B GILBERT ET VIR	ISTROUMA RESOURCES INC	4/19/2011	LEON	1472	921
TX100-0177956-002	LUNA ANNE SCHULZ LASSITER	ISTROUMA RESOURCES INC	4/19/2011	LEON	1473 1478	5 506
TX100-0177956-003	DOROTHY BLACKMAN RUSSELL	ISTROUMA RESOURCES INC	4/19/2011	LEON	1472	923
TX100-0177956-004	DIANNE HESS	ISTROUMA RESOURCES INC	4/19/2011	LEON	1472	925
TX100-0177956-005	MICHAEL BAKER	ISTROUMA RESOURCES INC	4/19/2011	LEON	1472	927
TX100-0177956-006	DONALD K BAKER ET UX	ISTROUMA RESOURCES INC	4/19/2011	LEON	1473	1
TX100-0177956-007	FRANK J BAKER	ISTROUMA RESOURCES INC	4/19/2011	LEON	1473	3
TX100-0177956-008	WALTER LEE SCHULZ JR	ISTROUMA RESOURCES INC	4/19/2011	LEON	1474	753
TX100-0177956-009	JILL ALEXANDER ESSBAUM	ISTROUMA RESOURCES INC	5/18/2011	LEON	1478	528

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0177956-010	EILEEN MAAS	ISTROUMA RESOURCES INC	4/19/2011	LEON	1478	530
TX100-0177956-011	ANDREA R GOSSETT	ISTROUMA RESOURCES INC	4/19/2011	LEON	1478	526
TX100-0177956-013	DEBBIE SCHULZ WILSON ET VIR	ISTROUMA RESOURCES INC	4/19/2011	LEON	1478	522
TX100-0177956-014	JAY SCHULZ ET UX	ISTROUMA RESOURCES INC	5/18/2011	LEON	1482	848
TX100-0177956-015	VIRGINIA RUTH JACKSON	ISTROUMA RESOURCES INC	6/15/2011	LEON	1482	850
TX100-0177956-016	HARVEY SCHULZ	ISTROUMA RESOURCES INC	9/26/2011	MADISON LEON	1119 1490	7 630
TX100-0177956-017	AMY AND RYAN FULTON TRUST	ISTROUMA RESOURCES INC	3/26/2013	LEON	1554	797
TX100-0177991-006	JAMIE SHAW ET UX	HAWKWOOD ENERGY EAST TEXAS, LLC	4/2/2017	LEON	1700	815
TX100-0177994-001	LARRY BROCK RODDEY	ISTROUMA RESOURCES INC	7/30/2011	LEON	1472	906
TX100-0177994-002	RICHARD ALANDO RODDEY	ISTROUMA RESOURCES INC	7/30/2011	LEON	1476	617
TX100-0177994-004	EDWARD LOUIS RODDEY	HAWKWOOD ENERGY EAST TEXAS, LLC	9/21/2016	LEON	1686	414
TX100-0178025-001	KEITH R PETERSON ETUX ETAL	ISTROUMA RESOURCES INC	5/12/2011	LEON	1474	755
TX100-0178025-002	MAXINE LANINGHAM MOORE	ISTROUMA RESOURCES INC	6/7/2011	LEON	1481	524
TX100-0178025-003	JOY BELLUSH	ISTROUMA RESOURCES INC	7/1/2011	LEON	1482 1572	818 832
TX100-0178025-004	BENJAMIN BATY JR ET UX	ISTROUMA RESOURCES INC	9/21/2011	LEON	1490	36
TX100-0178025-005	CLINTON MANNING ET UX	ISTROUMA RESOURCES INC	8/18/2011	LEON	1490	38
TX100-0178025-006	ROBERT JEREMY LANINGHAM	ISTROUMA RESOURCES INC	11/8/2011	LEON	1499	859
TX100-0178025-007	DONALD DREW LANINGHAM	ISTROUMA RESOURCES INC	11/8/2011	LEON	1499	857
TX100-0178025-008	RODNEY JASON LANINGHAM	ISTROUMA RESOURCES INC	11/8/2011	LEON	1499	855
TX100-0178025-009	STEPHEN EDWARD EDMUNDSON	EOG RESOURCES INC	8/7/2013	LEON	1569	521
TX100-0178025-010	BENJAMIN BATY, JR. AND WIFE, BONNIA FAE BATY	HAWKWOOD ENERGY EAST TEXAS, LLC	9/21/2016	LEON	1688	827
TX100-0178027-001	CARL E DOWDEN JR	ISTROUMA RESOURCES INC	5/4/2011	LEON	1474	750
TX100-0178027-002	DARLENE STEPHENS	ISTROUMA RESOURCES INC	5/4/2011	LEON	1474	758
TX100-0178027-003	CAROLYN SUE WARNEKE	ISTROUMA RESOURCES INC	6/16/2011	LEON	1481	519
TX100-0178027-004	RUSSELL HAROLD HOLLIS	ISTROUMA RESOURCES INC	6/16/2011	LEON	1482	826

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0178027-005	MARGARET JOAN HOLLIS	ISTROUMA RESOURCES INC	6/16/2011	LEON	1482	824
TX100-0178027-006	SANDRA KAYE BURNS	ISTROUMA RESOURCES INC	6/5/2012	LEON	1521	635
TX100-0178090-001	DERWIN GUSTAVUS ET UX	ISTROUMA RESOURCES INC	4/27/2011	LEON	1476	630
TX100-0178090-002	ZELA E HODGES ET AL	ISTROUMA RESOURCES INC	4/27/2011	LEON	1478	548
TX100-0178090-003	EUNICE S HIBBELER	ISTROUMA RESOURCES INC	4/27/2011	LEON	1478	510
TX100-0178116-003	CARILYN PENNINGTON	HAWKWOOD ENERGY EAST TEXAS, LLC	6/13/2016	LEON	1673	926
TX100-0178116-004	MARGUERITE ALINE MEEKS	HAWKWOOD ENERGY EAST TEXAS, LLC	6/13/2016	LEON	1674	21
TX100-0178132-028	GARY MARK LONGENBAUGH	EOG RESOURCES INC	7/9/2014	LEON	1610	385
TX100-0178132-029	GREGORY T LONGENBAUGH JR	EOG RESOURCES INC	7/9/2014	LEON	1613	5
TX100-0178162-002	THOMAS FRANKLIN WALKER	ISTROUMA RESOURCES INC	7/15/2011	LEON	1482	814
TX100-0178162-003	MONA DELL SKAINS	ISTROUMA RESOURCES INC	7/15/2011	LEON	1482	816
TX100-0178162-004	JEANETTE WALKER PENDLETON	ISTROUMA RESOURCES INC	7/15/2011	LEON	1485	17
TX100-0178162-005	STEPHEN GAY WALKER	ISTROUMA RESOURCES INC	7/15/2011	LEON	1485	23
TX100-0178162-006	ERNEST DAYTON WALKER	ISTROUMA RESOURCES INC	7/15/2011	LEON	1485	27
TX100-0178162-011	SANDRA VALENTINE CORKRAN	ISTROUMA RESOURCES INC	7/15/2011	LEON	1484	921
TX100-0178162-024	MAE H. GRIGORY	HAWKWOOD ENERGY EAST TEXAS, LLC	6/14/2016	LEON	1674	7
TX100-0178162-025	CHARLES E. POOLE, II	HAWKWOOD ENERGY EAST TEXAS, LLC	9/12/2016	LEON	1688	798
TX100-0178162-026	JASMT, LLC, BY JAMES A. STIPCICH, MANAGER	HAWKWOOD ENERGY EAST TEXAS, LLC	9/12/2016	LEON	1692	492
TX100-0178163-001	CAHABA PARTNERSHIP LTD	ISTROUMA RESOURCES INC	6/15/2011	LEON	1478	508
TX100-0178163-002	CAHABA PARTNERSHIP, LTD	HAWKWOOD ENERGY EAST TEXAS, LLC	2/13/2017	LEON	1697	480
TX100-0178264-000	HOPEWELL CEMETERY ASSOCIATION	ISTROUMA RESOURCES INC	6/27/2011	LEON	1481	516
TX100-0178289-000	RITA COOPER ET AL	ISTROUMA RESOURCES INC	7/26/2011	LEON	1482	839
TX100-0178300-001	MICHAEL G FELDMAN	ISTROUMA RESOURCES INC	6/30/2011	LEON	1482	832
TX100-0178300-002	DERWIN GUSTAVUS ET UX	ISTROUMA RESOURCES INC	7/18/2012	LEON	1516	574

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0178300-003	ZELA E HODGES ET AL	ISTROUMA RESOURCES INC	7/18/2012	LEON	1516	576
TX100-0178300-004	JOHN & EUNICE HIBBELER REVOCABLE TRUST	ISTROUMA RESOURCES INC	7/18/2012	LEON	1517	752
TX100-0178314-015	MAE H. GRIGORY	HAWKWOOD ENERGY EAST TEXAS, LLC	6/14/2016	LEON	1674	10
TX100-0178314-016	STEPHEN REEVES	HAWKWOOD ENERGY EAST TEXAS, LLC	8/4/2016	LEON	1681	260
TX100-0178314-017	JOHN V NICHOLSON	HAWKWOOD ENERGY EAST TEXAS, LLC	9/20/2016	LEON	1692	467
TX100-0178314-018	JOSEPH R. CROW	HAWKWOOD ENERGY EAST TEXAS, LLC	9/15/2016	LEON	1686	408
TX100-0178314-019	NANCY POLAN HARRIS	HAWKWOOD ENERGY EAST TEXAS, LLC	10/12/2016	LEON	1688	802
TX100-0178328-001	VELMA MORALES ET VIR	ISTROUMA RESOURCES INC	7/14/2011	LEON	1485	13
TX100-0178328-003	POLLY J HANNON	HAWKWOOD ENERGY EAST TEXAS, LLC	6/29/2016	LEON	1681	247
TX100-0178329-001	ERNEST DAYTON BURNS ET UX	ISTROUMA RESOURCES INC	7/6/2011	LEON	1482	810
TX100-0178329-009	CLIFFORD MARTEL BURNS	EOG RESOURCES INC	2/28/2014	LEON	1594	141
TX100-0178329-012	OMA MARIE BURNS OWENS	EOG RESOURCES INC	7/9/2014	LEON	1609	209
TX100-0178329-013	JESSE KEATON BURNS	EOG RESOURCES INC	7/9/2014	LEON	1609	207
TX100-0178329-014	MARY NELL BURNS OWENS	EOG RESOURCES INC	7/9/2014	LEON	1609	211
TX100-0178329-015	CONNIE A BURNS	EOG RESOURCES INC	7/3/2014	LEON	1609	222
TX100-0178329-016	JAMES VERLON BURNS	EOG RESOURCES INC	7/9/2014	LEON	1609	220
TX100-0178329-017	BILLY FRANK BURNS	EOG RESOURCES INC	7/3/2014	LEON	1609	224
TX100-0178329-018	ELIZABETH ANN BURNS STEGALL	EOG RESOURCES INC	7/9/2014	LEON	1609	228
TX100-0178329-019	JENNIFER DAWN BURNS WOLFORD	EOG RESOURCES INC	7/9/2014	LEON	1612	23
TX100-0178329-020	JACK HENRY BURNS	EOG RESOURCES INC	7/9/2014	LEON	1615	160
TX100-0178329-021	CLIFFORD MARTEL BURNS	EOG RESOURCES INC	6/28/2016	LEON	1681	254
TX100-0178329-022	SALLY RAY	HAWKWOOD ENERGY EAST TEXAS, LLC	3/7/2017	LEON	1697	483
TX100-0178336-015	CHERYL L GRAHAM	ISTROUMA RESOURCES INC	1/19/2012	LEON	1510	47

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TX100-0178336-019	THOMAS W GALLIER ET UX	EOG RESOURCES INC	8/26/2014	LEON	1615	136
TX100-0178351-001	AUDEE REED	ISTROUMA RESOURCES INC	6/24/2011	LEON	1482	808
TX100-0178372-001	RUSSELL JOSEPH STOCKMAN ET UX	ISTROUMA RESOURCES INC	8/26/2011	LEON	1487	776
TX100-0178393-001	SUSAN COFFMAN FKA SUSAN COLEMAN COFFMAN	ISTROUMA RESOURCES INC	9/15/2011	LEON	1487	785
TX100-0178393-002	DEBORAH COLEMAN HARRIS	ISTROUMA RESOURCES INC	9/15/2011	LEON	1487	788
TX100-0178393-003	PATRICIA THOMPSON MCLEOD	ISTROUMA RESOURCES INC	9/15/2011	LEON	1487	778
TX100-0178393-004	LINDA K HARVELL	ISTROUMA RESOURCES INC	11/30/2011	LEON	1499	837
TX100-0178409-056	TIM MITCHELL ET UX	EOG RESOURCES INC	6/10/2014	LEON	1601	54
TX100-0178409-057-PR	MARILYN GILBREATH	HAWKWOOD ENERGY EAST TEXAS, LLC	8/8/2016	LEON	1681	263
TX100-0178409-058-PR	VIRGINIA GIBBARD	HAWKWOOD ENERGY EAST TEXAS, LLC	8/8/2016	LEON	1688	795
TX100-0178410-002	CHARLES D HINES	HAWKWOOD ENERGY EAST TEXAS, LLC	8/26/2016	LEON	1686	401
TX100-0178589-001	SARAH T BUVINGHAUSEN	ISTROUMA RESOURCES INC	11/7/2011	LEON	1497	236
TX100-0178604-002	JO LYNN ROBERSON	CWR LTD	7/6/2009	LEON	1410	919
TX100-0178604-007	C O WARNER JR	CWR LTD	7/6/2009	LEON	1404	525
TX100-0178604-010	RONALD W GREER	CWR LTD	7/6/2009	LEON	1409	537
TX100-0178604-011	CAROLYN MORRIS	CWR LTD	7/6/2009	LEON	1410	69
TX100-0178604-013	DON ALEXANDER	CWR LTD	7/6/2009	LEON	1406	231
TX100-0178604-014	MICHAEL GREER	CWR LTD	7/6/2009	LEON	1407	778
TX100-0178604-015	EDITH NEWTON KYLE	CWR LTD	7/6/2009	LEON	1403	754
TX100-0178604-016	MARTHA NEWTON	CWR LTD	7/6/2009	LEON	1403	760
TX100-0178604-017	LEON GOLDSMITH	CWR LTD	7/6/2009	LEON	1403	757
TX100-0178607-002	HERBERT H MCCARTER	CWR LTD	7/6/2009	LEON	1402	328
TX100-0178607-003	JAMES ARNOLD ET UX	CWR LTD	7/7/2009	LEON	1406	163
TX100-0178607-005	JOYCE MCCARTER JONES	CWR LTD	7/6/2009	LEON	1404	523
TX100-0178608-001-TL	ANITA HEATH KNOUSE	HAWKWOOD ENERGY EAST TEXAS, LLC	5/9/2017	LEON	1703	549

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0178608-002	SUSAN HEATH	ISTROUMA RESOURCES INC	3/20/2012	LEON	1508	619
TX100-0178608-003	BARBARA A HEATH	ISTROUMA RESOURCES INC	3/20/2012	LEON	1510	63
TX100-0178608-004	KAY HEATH	ISTROUMA RESOURCES INC	3/20/2012	LEON	1510	65
TX100-0178612-001	BILL T TOMLINSON ET UX	CWR LTD	5/4/2009	LEON	1399	39
TX100-0178669-001	JAMES P PATTERSON ET UX	ISTROUMA RESOURCES INC	1/5/2012	LEON	1498	77
TX100-0178671-002	BELINDA LEIGH CLEMENT	HAWKWOOD ENERGY EAST TEXAS, LLC	1/2/2017	LEON	1692	496
TX100-0178760-001	LIANNE DONOHO HAYES	ISTROUMA RESOURCES INC	1/5/2012	LEON	1498 1499	73 891
TX100-0178761-000	WILLIAM THOMAS DONAHO ET UX	ISTROUMA RESOURCES INC	1/9/2012	LEON	1499	889
TX100-0178762-003	MARTHA JANE KOPETSKY	ISTROUMA RESOURCES INC	1/12/2012	LEON	1501	790
TX100-0178762-004	MAC L BENNETT III ET UX	ISTROUMA RESOURCES INC	1/12/2012	LEON	1501	796
TX100-0178762-005	ROBERT BURROUGHS BENNETT ET UX	ISTROUMA RESOURCES INC	1/12/2012	LEON	1501	798
TX100-0178762-006	RACHAEL M ROBINSON	ISTROUMA RESOURCES INC	1/12/2012	LEON	1501	788
TX100-0178762-008	WILLIAM CALVIN BENNETT ET UX	ISTROUMA RESOURCES INC	1/12/2012	LEON	1507	292
TX100-0178879-032	ANN FALKNER	EOG RESOURCES INC	1/21/2013	LEON	1546	386
TX100-0178879-035	RON COODY	EOG RESOURCES INC	9/4/2014	LEON	1613	3
TX100-0178879-036	PAUL PETTIT	EOG RESOURCES INC	9/17/2014	LEON	1615	138
TX100-0178879-037	JULIA MARGARET PASCHALL JACKSON	EOG RESOURCES INC	9/3/2014	LEON	1615	140
TX100-0178879-038	JOE COODY	EOG RESOURCES INC	9/4/2014	LEON	1615	144
TX100-0178879-039	DONNA COURTNEY FETTEROLF	EOG RESOURCES INC	10/7/2014	LEON	1617	16
TX100-0178879-040	CAROL ELAINE PATTERSON	EOG RESOURCES INC	9/30/2014	LEON	1618	795
TX100-0178879-041	LAURA WHITMIRE	EOG RESOURCES INC	10/7/2014	LEON	1618	801
TX100-0178879-042	JANET BERRY	EOG RESOURCES INC	10/17/2014	LEON	1626	429
TX100-0179009-000	STEVE TENALIO	ISTROUMA RESOURCES INC	1/27/2012	LEON	1507	286
TX100-0179073-001	TIMOTHY W COFFEY	ISTROUMA RESOURCES INC	1/9/2012	LEON	1499	917
TX100-0179073-002	BARBARA COFFEY WALKER	ISTROUMA RESOURCES INC	1/9/2012	LEON	1499	915

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TX100-0179073-003	KELSEY KIRKWOOD SWOR	ISTROUMA RESOURCES INC	1/9/2012	LEON	1501	783
TX100-0179073-004	LEAH KIRKWOOD MIKULENKA	ISTROUMA RESOURCES INC	1/9/2012	LEON	1501	781
TX100-0179073-005	SHARON COFFEY REECE	ISTROUMA RESOURCES INC	1/9/2012	LEON	1499	913
TX100-0179105-001	ALICE LADONNA SHANNON	HAWKWOOD ENERGY EAST TEXAS, LLC	4/28/2017	LEON	1700	822
TX100-0179105-002	TROY EMMETT NUTT	HAWKWOOD ENERGY EAST TEXAS, LLC	4/28/2017	LEON	1700	820
TX100-0179105-003	DEBORAH J. MCCARTER	HAWKWOOD ENERGY EAST TEXAS, LLC	4/28/2017	LEON	1700	824
TX100-0179111-001	THOMAS D MARCANTEL ET UX	EAST TEXAS OIL & GAS, LLC	7/15/2009	LEON	1404	115
TX100-0179112-000	GLYNN ROBERT DONAHO	EAST TEXAS OIL & GAS, LLC	5/19/2009	LEON	1400	378
TX100-0179180-000	BIRDENE PERRY	EAST TEXAS OIL & GAS, LLC	7/20/2009	LEON	1408	207
TX100-0179181-001	B T DONAHOE ET UX	EAST TEXAS OIL & GAS, LLC	7/11/2009	LEON	1404	98
TX100-0179184-001	LARRY MANLEY ET UX	ISTROUMA RESOURCES INC	2/14/2012	LEON	1510	38
TX100-0179240-002	MICHAEL DEE CARTER	EAST TEXAS OIL & GAS, LLC	9/7/2009	LEON	1420	250
TX100-0179240-004	MORRIS DEE CARTER JR	EAST TEXAS OIL & GAS, LLC	9/7/2009	LEON	1007	80
TX100-0179240-007	JOHNNYE DEVEREAUX	EAST TEXAS OIL & GAS, LLC	9/1/2009	LEON	992	303
TX100-0179240-008	ANNIE JORDAN	EAST TEXAS OIL & GAS, LLC	9/4/2009	LEON	992	308
TX100-0179240-009	BETTY WILLIAMS	EAST TEXAS OIL & GAS, LLC	9/4/2009	LEON	992	318
TX100-0179240-010	POLLIE MALONE	EAST TEXAS OIL & GAS, LLC	9/4/2009	LEON	992	298
TX100-0179240-011	BEULA JEAN DAVIS	EAST TEXAS OIL & GAS, LLC	9/5/2009	LEON	992	313
TX100-0179240-012	FRANCES J MCDONALD	EAST TEXAS OIL & GAS, LLC	8/27/2009	LEON	997	107
TX100-0179240-015	MCDONALD FAMILY RANCH LLC	EAST TEXAS OIL & GAS, LLC	8/27/2009	LEON	1415	504
TX100-0179298-004	BOBBY LYNN FREEMAN	EOG RESOURCES INC	8/15/2014	LEON	1610	332
TX100-0179298-005	JOE C FREEMAN	EOG RESOURCES INC	8/15/2014	LEON	1610	336
TX100-0179298-006	CYNTHIA FREEMAN LOTT	EOG RESOURCES INC	8/15/2014	LEON	1610	334
TX100-0179302-001	JOSEPH A DONAHO	EAST TEXAS OIL & GAS, LLC	6/11/2009	LEON	1400	374
TX100-0179302-002	WILLIAM T DONAHO	EAST TEXAS OIL & GAS, LLC	6/11/2009	LEON	1400	370

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TX100-0179316-005	LAURIE HOOPER GROESCHEL	HAWKWOOD ENERGY EAST TEXAS, LLC	1/13/2017	LEON	1594	257
TX100-0179316-006	WILLIAM T. HOOPER, JR.	HAWKWOOD ENERGY EAST TEXAS, LLC	1/13/2017	LEON	1594	263
TX100-0179316-007	DAVID N. HOOPER	HAWKWOOD ENERGY EAST TEXAS, LLC	1/13/2017	LEON	1594	260
TX100-0180043-001	BRIAN TULLOCH	ISTROUMA RESOURCES INC	4/4/2012	LEON	1513	281
TX100-0180586-008	CECIL MUSGROVE	BASIN ET ENERGY LLC	8/17/2009	LEON	1422	785
TX100-0180586-009	MILTON ROY MUSGROVE	BASIN ET ENERGY LLC	8/17/2009	LEON	1422	795
TX100-0180586-010	ELTON MUSGROVE	BASIN ET ENERGY LLC	8/17/2009	LEON	1422	790
TX100-0180586-012	JAMES RONALD HOLDER	EOG RESOURCES INC	7/22/2014	LEON	1608	82
TX100-0180586-013	RANDALL EARL CALVERT	EOG RESOURCES INC	7/22/2014	LEON	1608	78
TX100-0180586-014	JAMES HAL HOLDER	EOG RESOURCES INC	7/22/2014	LEON	1608	80
TX100-0180586-015	CODY GREENROYD	EOG RESOURCES INC	8/13/2014	LEON	1612	915
TX100-0180586-016	AMBER GREENROYD	EOG RESOURCES INC	8/13/2014	LEON	1612	917
TX100-0181381-000	MARGARET O SOLBERGER	ISTROUMA RESOURCES INC	7/17/2012	LEON	1524	924
TX100-0181567-001	SALLY RICE DEWESE	DIXON SERVICES, INC.	11/14/2011	LEON	1504	661
TX100-0181567-002	MARILYNN RICE BUCHER	DIXON SERVICES, INC.	11/14/2011	LEON	1504	653
TX100-0181567-013	DOYLE CALLENDER, AGENT AND ATTORNEY-IN-FACT FOR THELMA F. CALLENDER	HAWKWOOD ENERGY EAST TEXAS, LLC	3/3/2017	LEON	1697	473
TX100-0181568-001	WILLIAM S. ROGERS	DIXON SERVICES, INC.	1/27/2012	LEON	1504	749
TX100-0182431-009	MILDRED NANCY BERRY GASKELL	EOG RESOURCES INC	8/14/2014	LEON	1611	164
TX100-0182431-010	MARY HELEN EASTEP MCMILLEN	EOG RESOURCES INC	8/20/2014	LEON	1611	168
TX100-0182431-011	JOYCE ELIZABETH BERRY MOSELEY	EOG RESOURCES INC	8/20/2014	LEON	1611	172
TX100-0182431-012	FRANK VINCENT RAO	EOG RESOURCES INC	8/19/2014	LEON	1611	166
TX100-0182431-013	WILEY GILBERT BERRY	EOG RESOURCES INC	8/21/2014	LEON	1611	170
TX100-0182431-014	MARTHA ANNE DAVIDSON NITSCHKE	EOG RESOURCES INC	8/20/2014	LEON	1612	921
TX100-0182431-015	KARL NORMAN DAVIDSON JR	EOG RESOURCES INC	8/20/2014	LEON	1615	142

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TX100-0182431-016	SAUNDRA JEAN PARMER HITTLE	EOG RESOURCES INC	8/13/2014	LEON	1615	172
TX100-0182431-017	DON M WEBB	EOG RESOURCES INC	8/20/2014	LEON	1617	7
TX100-0182823-004	PETER FOWNES KING	HAWKWOOD ENERGY EAST TEXAS, LLC	5/20/2017	LEON	1703	547
TX100-0183372-001	BENJAMIN C BIENEK JR	EOG RESOURCES INC	1/10/2013	LEON	1543	362
TX100-0183372-002	CONNIE BIENEK	EOG RESOURCES INC	1/10/2013	LEON	1543	360
TX100-0183372-003	LANA MILLER	EOG RESOURCES INC	1/10/2013	LEON	1543	358
TX100-0183372-004	LONNIE BIENEK	EOG RESOURCES INC	1/10/2013	LEON	1543	356
TX100-0184196-003	STACY ANN SMITH CATCHING	HAWKWOOD ENERGY EAST TEXAS, LLC	6/21/2016	LEON	1681	225
TX100-0184196-004	AMY MARGARET SMITH	HAWKWOOD ENERGY EAST TEXAS, LLC	6/21/2016	LEON	1681	222
TX100-0184196-005	DOUGLAS ALAN SMITH, BY THOMAS LEE SMITH, AGENT	HAWKWOOD ENERGY EAST TEXAS, LLC	6/28/2016	LEON	1681	219
TX100-0184515-001	JOE M ELLISON	TRIAD LAND SERVICES LLC	8/4/2009	LEON	1410	634
TX100-0184515-002	LAYNE WELLS	TRIAD LAND SERVICES LLC	8/4/2009	LEON	1410	636
TX100-0184515-003	GREGORY CHARLES HODGES	TRIAD LAND SERVICES LLC	9/23/2009	LEON	1411	661
TX100-0184579-003	CONQUISTADOR RANCH PARTNERS LP	EAST TEXAS OIL & GAS, LLC	9/11/2009	LEON	992	277
TX100-0184583-001	LAYNE WELLS	TRIAD LAND SERVICES LLC	8/4/2009	LEON	1410	681
TX100-0184651-000	ST TX MF115444	EOG RESOURCES INC	7/16/2013	MADISON LEON	1277 1570	38 75
TX100-0185052-001	DAIN FELDMAN SCHAEFER	EOG RESOURCES INC	8/29/2013	LEON	1571	616
TX100-0185111-001	STEPHEN EDWARD EDMUNDSON	EOG RESOURCES INC	9/18/2013	LEON	1574	14
TX100-0185111-002	HAL B SHARP	EOG RESOURCES INC	3/20/2014	LEON	1594	147
TX100-0185111-003-PR	SHIRLEY RICHARDS	EOG RESOURCES INC	3/17/2014	LEON	1594	149
TX100-0185111-004	ZELA E HODGES	EOG RESOURCES INC	3/20/2014	LEON	1594	151
TX100-0185111-005	EDELWEISS GUSTAVUS	EOG RESOURCES INC	3/19/2014	LEON	1594	153
TX100-0185111-006	WAYNE SHARP	EOG RESOURCES INC	3/19/2014	LEON	1594	155

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0185702-000	J R PATTERSON ET UX	MEAGHER OIL & GAS PROPERTIES INC	5/28/2006	LEON	1269	435
TX100-0185751-000	WAYNE & SYBILL SMITH FAMILY REAL ESTATE	MEAGHER OIL & GAS PROPERTIES INC	8/24/2006	LEON	1293	105
TX100-0185757-009	MICHAEL T MARCANTEL	EAST TEXAS OIL & GAS, LLC	8/11/2009	LEON	1408	189
TX100-0185782-001	BETTY T JOHNSTON MARITAL TRUST	TEXAS NINE RESOURCES CO	8/4/2006	LEON	1322	788
TX100-0185782-007	EULA MAE JOHNSTON TRUST	EOG RESOURCES INC	6/18/2014	LEON	1605	53
TX100-0185782-008	GRAYFORE PARTNERS, LP, BY STEVE GRAY AND JOANNE GRAY, MANAGING PARTNERS	HAWKWOOD ENERGY EAST TEXAS, LLC	8/22/2016	LEON	1681	257
TX100-0185782-009	V. A. JOHNSTON, LTD.	HAWKWOOD ENERGY EAST TEXAS, LLC	9/29/2016	LEON	1688	823
TX100-0185782-010	BETTY T. JOHNSTON MARITAL TRUST	CURLY OIL, INC.	8/25/2016	LEON	1678	659
TX100-0185789-012	DAVID TERRELL	EOG RESOURCES INC	8/12/2014	LEON	1611	160
TX100-0185789-013	BARBARA TARPLEY DOCKENS	EOG RESOURCES INC	8/20/2014	LEON	1612	913
TX100-0185789-014	BONNIE JEAN MCFARLAND	EOG RESOURCES INC	9/16/2014	LEON	1615	118
TX100-0185789-015	NITA DEANNE JUDD	EOG RESOURCES INC	9/17/2014	LEON	1615	146
TX100-0185789-016	MARY EDNA MCVEY	EOG RESOURCES INC	9/17/2014	LEON	1615	148
TX100-0185789-017	ELAINE TARPLEY	EOG RESOURCES INC	9/19/2014	LEON	1615	168
TX100-0185789-018	ILA RUTH MURF LIFE ESTATE	EOG RESOURCES INC	9/19/2014	LEON	1615	164
TX100-0185789-019	LAURIE STRUCK SHARP	EOG RESOURCES INC	9/19/2014	LEON	1615	162
TX100-0185789-020	KEVIN BROOKS KIRKLAND	EOG RESOURCES INC	9/16/2014	LEON	1615	166
TX100-0185789-021	BECKY MURFF HEPTIG	EOG RESOURCES INC	9/16/2014	LEON	1615	158
TX100-0185789-022	SUSAN SMITH	EOG RESOURCES INC	9/16/2014	LEON	1615	170
TX100-0185789-023	KEITH ALLEN KIRKLAND	EOG RESOURCES INC	9/16/2014	LEON	1617	9
TX100-0185789-024	CARRIE STRUCK WHITE	EOG RESOURCES INC	8/20/2014	LEON	1619	390
TX100-0185798-004	ALTA LOLETA ETHERIDGE	EOG RESOURCES INC	7/22/2014	LEON	1610	373
TX100-0185798-005	TIFFANIE JO ETHERIDGE SANO	EOG RESOURCES INC	7/22/2014	LEON	1610	375
TX100-0185798-006	PHYLLIS FALTESEK	EOG RESOURCES INC	7/22/2014	LEON	1610	377

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0185798-007	HALLIE SUNSINGER	EOG RESOURCES INC	7/22/2014	LEON	1610	379
TX100-0185798-008	CAROL ANN BATSON SMITH	EOG RESOURCES INC	7/22/2014	LEON	1610	381
TX100-0185798-009	BILLIE CONWAY	EOG RESOURCES INC	7/22/2014	LEON	1611	162
TX100-0185798-010	ANDREW PURVIS JR	EOG RESOURCES INC	7/22/2014	LEON	1610	390
TX100-0185798-011	NANCY JEAN ETHERIDGE CASSIDY	EOG RESOURCES INC	7/22/2014	LEON	1610	414
TX100-0185798-012	TERESA J ETHERIDGE WESTMORELAND	EOG RESOURCES INC	7/22/2014	LEON	1610	416
TX100-0185798-013	SHERRY GENE ETHERIDGE MARTI	EOG RESOURCES INC	7/22/2014	LEON	1610	418
TX100-0185798-014	TERESA COLLEEN WEEKS	EOG RESOURCES INC	7/22/2014	LEON	1612	25
TX100-0185798-015	MAVIS M OUTLAW	EOG RESOURCES INC	10/14/2014	LEON	1618	803
TX100-0185798-016	BILLIE SUE CHAMBERS	EOG RESOURCES INC	10/29/2014	LEON	1618	799
TX100-0185798-017	ROBERT WILLIAM BRUCE	EOG RESOURCES INC	10/22/2014	LEON	1618	823
TX100-0185801-001	DOUGLAS HOLLOMAN	MEAGHER OIL & GAS PROPERTIES INC	7/27/2006	LEON	1281	791
TX100-0185801-002	EARL U HOLLOMAN	MEAGHER OIL & GAS PROPERTIES INC	7/27/2006	LEON	1281	797
TX100-0185804-000	JO ANN REICHERT	EAST TEXAS OIL & GAS, LLC	7/11/2009	LEON	1406	506
TX100-0185808-000	GLADYS LUCILLE BATSON ESTATE	EAST TEXAS OIL & GAS, LLC	7/14/2009	LEON	1406	509
TX100-0185810-001	WAYNE J SMITH ET UX	MEAGHER OIL & GAS PROPERTIES INC	8/24/2006	LEON	1300	14
TX100-0185810-003	EARL B LANDRY JR ET UX	EAST TEXAS OIL & GAS, LLC	3/28/2012	LEON	1514	743
TX100-0185810-004	TED A. BANIK AND WIFE, LINDA DIANNE BANIK	EAST TEXAS OIL & GAS, LLC	11/14/2011	LEON	1497	348
TX100-0185810-005	TODD H WHITESELL ET UX	MEAGHER OIL & GAS PROPERTIES INC	7/25/2006	LEON	1293	203
TX100-0185810-007	STACEY LANDRY ET VIR	EAST TEXAS OIL & GAS, LLC	3/28/2012	LEON	1514	737
TX100-0185810-008	SHELLY K LANDRY	EAST TEXAS OIL & GAS, LLC	3/28/2012	LEON	1514	740
TX100-0185816-001	AUBRIE E MCCOLLUM JR	EAST TEXAS OIL & GAS, LLC	12/15/2009	LEON	1423	517
TX100-0185816-002	MARGARET WOYCHESIN	EAST TEXAS OIL & GAS, LLC	12/15/2009	LEON	1423	484
TX100-0185816-003	DORIS LYNELL WOODERSON	EAST TEXAS OIL & GAS, LLC	12/15/2009	LEON	1423	487

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0185816-004	TRACY PARNELL	EAST TEXAS OIL & GAS, LLC	12/27/2009	LEON	1423	508
TX100-0185816-005	SANDRA POKLUDA	EAST TEXAS OIL & GAS, LLC	12/15/2009	LEON	1423	505
TX100-0185816-006	REGINALD WHEARLEY JR	EAST TEXAS OIL & GAS, LLC	12/15/2009	LEON	1423	490
TX100-0185816-007	SHARON RENFRO	EAST TEXAS OIL & GAS, LLC	12/15/2009	LEON	1423	502
TX100-0185816-008	DANNY W MITCHELL	EAST TEXAS OIL & GAS, LLC	1/18/2010	LEON	1431	670
TX100-0185816-009	NOEL W MITCHELL	EAST TEXAS OIL & GAS, LLC	3/2/2010	LEON	1431	676
TX100-0185816-010	TROY N MITCHELL	EAST TEXAS OIL & GAS, LLC	3/2/2010	LEON	1431	673
TX100-0185816-011	JAMIE E MITCHELL	EAST TEXAS OIL & GAS, LLC	3/2/2010	LEON	1431	688
TX100-0185816-012	FELICIA S LANGLOIS	EAST TEXAS OIL & GAS, LLC	3/1/2010	LEON	1431	685
TX100-0185816-013	THOMAS R SCOTT	EAST TEXAS OIL & GAS, LLC	3/1/2010	LEON	1431	679
TX100-0185816-014	PATTI S GABEL	EAST TEXAS OIL & GAS, LLC	3/1/2010	LEON	1431	691
TX100-0185816-015	LAURA J HOFFMAN	EAST TEXAS OIL & GAS, LLC	3/1/2010	LEON	1431	682
TX100-0185818-001	CHARLES E BARRINGTON ET UX	EAST TEXAS OIL & GAS, LLC	8/4/2009	LEON	1412	561
TX100-0185821-001	BRENDA BAILEY ET AL	EAST TEXAS OIL & GAS, LLC	7/1/2009	LEON	1408	198
TX100-0185821-002	LINDA SANDEL DOUGHERTY	EAST TEXAS OIL & GAS, LLC	6/29/2009	LEON	1408	195
TX100-0185821-003	JAMES GORDON HUGGINS TRUST	EAST TEXAS OIL & GAS, LLC	7/7/2009	LEON	1408	210
TX100-0185821-004	BETTY JANE WEELDON	EAST TEXAS OIL & GAS, LLC	6/18/2009	LEON	1408	192
TX100-0185823-001	BILLY JACK HOLLIS	EAST TEXAS OIL & GAS, LLC	9/24/2009	LEON	1415	512
TX100-0185823-002	ANN HOLLIS HANKLA	EAST TEXAS OIL & GAS, LLC	9/18/2009	LEON	1412	556
TX100-0185823-003	BILLIE J HOLLIS	EAST TEXAS OIL & GAS, LLC	10/2/2009	LEON	1415	507
TX100-0185825-001	BILLIE PAYNE PATTERSON	EAST TEXAS OIL & GAS, LLC	8/27/2009	LEON	1412	567
TX100-0185827-001	SUSAN STEEN ROAN	EAST TEXAS OIL & GAS, LLC	11/20/2009	LEON	1423	499
TX100-0185827-002	GLENN ALLEN STEEN	EAST TEXAS OIL & GAS, LLC	11/20/2009	LEON	1423	493
TX100-0185827-003	JAMES ORVILLE STEEN	EAST TEXAS OIL & GAS, LLC	11/20/2009	LEON	1423	496
TX100-0185831-001	ROSE G LAFORGE DECLARATION OF TRUST	EAST TEXAS OIL & GAS, LLC	11/12/2009	LEON	1423	520
TX100-0185872-001	HAROLD LEE PARKER ET UX	EAST TEXAS OIL & GAS, LLC	11/20/2009	LEON	1423	514
TX100-0185872-002	BOBBY PAUL PARKER	EAST TEXAS OIL & GAS, LLC	11/20/2009	LEON	1423	511

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TX100-0185881-006	WESLEY J POOL	EAST TEXAS OIL & GAS, LLC	7/9/2010	MADISON LEON	1047 1447	187 45
TX100-0185881-007	JOE R POOL JR	EAST TEXAS OIL & GAS, LLC	7/9/2010	MADISON LEON	1214 1447	237 39
TX100-0185896-002	DOUGLAS STANDLEY BAUGH	EOG RESOURCES INC	7/17/2014	LEON	1608	72
TX100-0185896-003	KENNETH M STANDLEY	EOG RESOURCES INC	7/14/2014	LEON	1608	92
TX100-0185896-004	BELYNDA BAUGH WILSON	EOG RESOURCES INC	7/17/2014	LEON	1608	96
TX100-0185896-005	MARY JO EMIG ADAMS ET AL	EOG RESOURCES INC	9/15/2014	LEON	1617	18
TX100-0185964-001	ARNOLD JOYCE COLE ET UX	BASIN ET ENERGY LLC	7/30/2009	LEON	1422	770
TX100-0185965-002	WALTER T NORTHCUTT ESTATE	EOG RESOURCES INC	10/1/2014	LEON	1384	61
TX100-0185965-003	BONNIE JEAN PARKS	EOG RESOURCES INC	9/18/2014	LEON	1384	59
TX100-0185974-000	RICHARD B REICHERT	EAST TEXAS OIL & GAS, LLC	8/20/2009	LEON	1412	564
TX100-0185978-000	TIMOTHY D TARNOWSKI	EAST TEXAS OIL & GAS, LLC	9/29/2009	LEON	992	282
TX100-0185998-008	GOODMAN FAMILY TRUST	EOG RESOURCES INC	7/10/2014	LEON	1606	287
TX100-0185998-009	JOAN DIXON SCLATER	EOG RESOURCES INC	7/15/2014	LEON	1608	84
TX100-0185998-011	ALBERT BOWEN BENNETT	EOG RESOURCES INC	10/22/2014	LEON	1618	793
TX100-0186070-005	CYNTHIA STRAUCH	EAST TEXAS OIL & GAS, LLC	1/18/2010	LEON	1007	115
TX100-0186070-006	JULIE ANN SMITH	EAST TEXAS OIL & GAS, LLC	1/18/2010	LEON	1007	100
TX100-0186070-007	HOUSTON OIL WELL SERVICE INC	EAST TEXAS OIL & GAS, LLC	10/24/2009	LEON	1003	38
TX100-0186070-008	KEVIN HARBERSON	EAST TEXAS OIL & GAS, LLC	10/25/2009	LEON	1003	51
TX100-0186070-009	JACK SPEED	EAST TEXAS OIL & GAS, LLC	10/25/2009	LEON	1003	47
TX100-0186070-010	JULIE ANN LITTLE	EAST TEXAS OIL & GAS, LLC	10/25/2009	LEON	1003	55
TX100-0186094-000	SHERRY CHANCE	BASIN ET ENERGY LLC	8/10/2009	LEON	1422	838
TX100-0186155-001	PERCY LOUIS WESTMORELAND III	BASIN ET ENERGY LLC	9/5/2009	LEON	1422	806
TX100-0186155-002	CAROLE WESTMORELAND MARTIN	BASIN ET ENERGY LLC	9/5/2009	LEON	1422	800
TX100-0186188-001	DANNY W KELLEY	EAST TEXAS OIL & GAS, LLC	9/30/2009	LEON	997	95
TX100-0186188-002	VIRGLE DAVID KELLEY III	EAST TEXAS OIL & GAS, LLC	9/30/2009	LEON	997	103
TX100-0186235-001	FIRST UNITED PENTECOSTAL CHURCH	BASIN ET ENERGY LLC	9/27/2009	LEON	1422	812

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TX100-0186235-002	MARK MANNING	BASIN ET ENERGY LLC	9/27/2009	LEON	1422	817
TX100-0186236-001	CAROLE WESTMORELAND MARTIN	BASIN ET ENERGY LLC	2/5/2010	LEON	1426	531
TX100-0186236-002	PERCY LOUIS WESTMORELAND III	BASIN ET ENERGY LLC	2/5/2010	LEON	1426	519
TX100-0186237-001	J D PATTERSON	MEAGHER OIL & GAS PROPERTIES INC	5/28/2006	LEON	1281	746
TX100-0186237-002	J R PATTERSON	MEAGHER OIL & GAS PROPERTIES INC	5/28/2006	LEON	1269	430
TX100-0186473-002	SUZANNE MOL ST CLAIR	EOG RESOURCES INC	7/11/2014	LEON	1654	604
TX100-0186473-003	JAN C MOL	EOG RESOURCES INC	7/2/2014	LEON	1654	606
TX100-0186473-004	JON R MOL	EOG RESOURCES INC	7/9/2014	LEON	1654	608
TX100-0186473-005	DERRON N LAYMAN	EOG RESOURCES INC	7/15/2014	LEON	1654	610
TX100-0186473-006	BRENDA GAIL GILMORE	EOG RESOURCES INC	7/6/2014	LEON	1654	612
TX100-0186473-007	MERRILL G MOSER	EOG RESOURCES INC	7/15/2014	LEON	1654	614
TX100-0186571-006	ELM PETROLEUM LLC	EOG RESOURCES INC	7/22/2014	LEON	1609	205
TX100-0186571-007	KAY LYNN HAWTHORN	EOG RESOURCES INC	7/22/2014	LEON	1610	368
TX100-0186694-001	DENNIS E LEWIS	EOG RESOURCES INC	7/16/2014	LEON	1606	292
TX100-0186724-001	NICKELSON FAMILY PARTNERSHIP	EOG RESOURCES INC	7/16/2014	LEON	1606	304
TX100-0186724-002	RANZELL NICKELSON II	EOG RESOURCES INC	7/22/2014	LEON	1608	76
TX100-0186724-003	NOVA NICKELSON BEDINGER HANKINS	EOG RESOURCES INC	7/22/2014	LEON	1608	88
TX100-0186724-004	ROBERT JEFF NICKELSON	EOG RESOURCES INC	7/24/2014	LEON	1608	90
TX100-0186724-005	ELNA JO NICKELSON BENNETT	EOG RESOURCES INC	7/24/2014	LEON	1608	98
TX100-0186724-006	TINA BROOKE STEGALL ELY	EOG RESOURCES INC	7/25/2014	LEON	1608	100
TX100-0186724-007	LESLIE ANN HARRIS	EOG RESOURCES INC	7/25/2014	LEON	1608	106
TX100-0186724-008	BINA JO STEGALL ET AL	EOG RESOURCES INC	7/28/2014	LEON	1609	213
TX100-0186724-009	MICHAEL DAVID REAGAN	EOG RESOURCES INC	7/25/2014	LEON	1609	226
TX100-0186724-010	ZORA ANGELIE NICKELSON KERELUK	EOG RESOURCES INC	7/25/2014	LEON	1610	392
TX100-0186724-011	KATHRYN NICKELSON BRIMHALL	EOG RESOURCES INC	7/22/2014	LEON	1610	406

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TX100-0186724-012	TERESA ANN STEGALL MARTIN	EOG RESOURCES INC	7/25/2014	LEON	1611	920
TX100-0186737-000	WILMA GILBERT FITE	EOG RESOURCES INC	7/16/2014	LEON	1608	74
TX100-0186753-001	ROBERT B MILLER	EOG RESOURCES INC	7/14/2014	LEON	1608	94
TX100-0186755-000	ST TX MF116858	EOG RESOURCES INC	9/9/2014	LEON	1624	500
TX100-0186761-000	BOBBIE J WATTS	EOG RESOURCES INC	7/30/2014	LEON	1608	104
TX100-0186765-001	RICHARD A LEWIS ET UX	EOG RESOURCES INC	7/16/2014	LEON	1608	108
TX100-0186772-000	WEALTHY CEMETERY	EOG RESOURCES INC	7/21/2014	LEON	1609	216
TX100-0186777-000	PAUL M PAYNE ET UX	EOG RESOURCES INC	7/29/2014	LEON	1609	218
TX100-0186778-001	SHERMAN G PERRY	EOG RESOURCES INC	8/3/2014	LEON	1654	618
TX100-0186778-002	TERENCE PERRY	EOG RESOURCES INC	8/3/2014	LEON	1654	620
TX100-0186778-003	BIRDENE PERRY	EOG RESOURCES INC	8/3/2014	LEON	1654	622
TX100-0186778-004	SANDRA E KEETON	EOG RESOURCES INC	10/3/2014	LEON	1654	624
TX100-0186778-005	TONY B KEETON	EOG RESOURCES INC	10/3/2014	LEON	1654	626
TX100-0186778-006	VIRGIL KEETON JR	EOG RESOURCES INC	10/3/2014	LEON	1654	628
TX100-0186778-007	SONYA G MURPHY	EOG RESOURCES INC	10/3/2014	LEON	1654	630
TX100-0186778-008	ANDRE T KEETON	EOG RESOURCES INC	10/3/2014	LEON	1654	632
TX100-0186778-009	ARTINCE FORTSON	EOG RESOURCES INC	7/9/2014	LEON	1654	634
TX100-0186794-001	CHARLES A BARNES	EOG RESOURCES INC	7/22/2014	LEON	1610	383
TX100-0186812-001	QUIENCE WRIGHT	EOG RESOURCES INC	7/29/2014	LEON	1654	636
TX100-0186812-002	NADINE BELCHER	EOG RESOURCES INC	7/29/2014	LEON	1654	638
TX100-0186812-003	JESSIE LOICE BROWN	EOG RESOURCES INC	7/29/2014	LEON	1654	640
TX100-0186812-004	JERRY WALKER WHITIES	EOG RESOURCES INC	7/28/2014	LEON	1654	650
TX100-0186813-001	DONNA JEAN DONALSON	EOG RESOURCES INC	8/19/2014	LEON	1654	642
TX100-0186820-000	ST TX MF116938	EOG RESOURCES INC	10/7/2014	LEON	1626	416
TX100-0186821-001	BRIAN WILLIAM NOWLIN	EOG RESOURCES INC	7/22/2014	LEON	1610	412
TX100-0186821-002	JANET NOWLIN	EOG RESOURCES INC	7/22/2014	LEON	1610	410
TX100-0186821-003	JAMES R NOWLIN	EOG RESOURCES INC	7/22/2014	LEON	1610	408
TX100-0186821-004	NANCY NOWLIN KERR	EOG RESOURCES INC	7/21/2014	LEON	1611	918

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TX100-0186826-000	ST TX MF117003	EOG RESOURCES INC	11/4/2014	LEON	1618	814
TX100-0186845-001	JOHN ARTHUR OUALLINE	EOG RESOURCES INC	7/24/2014	LEON	1611	926
TX100-0186845-002	STEVEN ELLIS OUALLINE	EOG RESOURCES INC	8/11/2014	LEON	1611	928
TX100-0186845-003	PATRICIA ALLEN	EOG RESOURCES INC	10/22/2014	LEON	1618	797
TX100-0186862-000	BILLY L REDMON INCOME TRUST	EOG RESOURCES INC	9/11/2014	LEON	1612	927
TX100-0186868-001	DENNIS WIEGHAT ET UX	EOG RESOURCES INC	9/11/2014	LEON	1612	925
TX100-0186869-001	WILLIAM H WIEGHAT ET UX	EOG RESOURCES INC	9/11/2014	LEON	1613	1
TX100-0186871-001	PAMELA A COSTELLO	EOG RESOURCES INC	10/27/2014	LEON	1654	644
TX100-0186871-002	DIANA L ALLISON	EOG RESOURCES INC	10/27/2014	LEON	1654	646
TX100-0186871-003	DALE B PATTERSON	EOG RESOURCES INC	10/27/2014	LEON	1654	648
TX100-0187117-001	GARRISON GRAY AINSWORTH ET AL	EOG RESOURCES INC	9/26/2014	LEON	1615	150
TX100-0187117-002	DON RAY AINSWORTH ET AL	EOG RESOURCES INC	9/26/2014	LEON	1616	927
TX100-0187117-003	MARK HUTTON AINSWORTH	EOG RESOURCES INC	9/26/2014	LEON	1617	3
TX100-0187117-004	SPENCER JAMES AINSWORTH ET AL	EOG RESOURCES INC	9/26/2014	LEON	1617	1
TX100-0187126-001	MARIESSE OUALLINE SAMUELS	EOG RESOURCES INC	8/25/2014	LEON	1615	131
TX100-0187126-002	MARGARET OUALLINE HART	EOG RESOURCES INC	8/27/2014	LEON	1617	5
TX100-0187140-000	GIBBS BROTHERS & COMPANY LP	EOG RESOURCES INC	9/30/2014	LEON	1616	925
TX100-0400014-001	MARILYN MORGAN KELLOGG	EOG RESOURCES INC	10/2/2014	LEON	1617	14
TX100-0400035-001	MARGARET VOISEL FORSTER	EOG RESOURCES INC	11/17/2014	LEON	1623	388
TX100-0400035-002	MARY SUSAN HAMMONS	EOG RESOURCES INC	11/19/2014	LEON	1623	382
TX100-0400035-003	DEBORA L ISAACSON	EOG RESOURCES INC	11/19/2014	LEON	1623	384
TX100-0400035-004	REBECCA L HUMPHREY	EOG RESOURCES INC	11/19/2014	LEON	1623	386
TX100-0400035-005	DIANE E AKEHURST	EOG RESOURCES INC	11/19/2014	LEON	1623	390
TX100-0400035-006	TRESSA A MUNTZ	EOG RESOURCES INC	11/19/2014	LEON	1626	427
TX100-0400052-001	DEBORA L ISAACSON	EOG RESOURCES INC	12/10/2014	LEON	1626	431
TX100-0400052-002	TRESSA A MUNTZ	EOG RESOURCES INC	12/12/2014	LEON	1626	435
TX100-0400052-003	MARGARET VOISEL FORSTER	EOG RESOURCES INC	12/9/2014	LEON	1626	433
TX100-0400052-004	MARY SUSAN HAMMONS	EOG RESOURCES INC	12/10/2014	LEON	1626	437

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Exhibit A
Leases
Leon County

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-0400052-005	DIANE E AKEHURST	EOG RESOURCES INC	12/12/2014	LEON	1635	788
TX100-0400052-006	REBECCA L HUMPHREY	EOG RESOURCES INC	12/10/2014	LEON	1635	790
TX100-0400054-001	THOMAS DOYLE WARNER	EOG RESOURCES INC	12/3/2014	LEON	1626	425
TX100-869667.001	WM. THOMAS HOLLEMAN	ENCANA OIL & GAS (USA) INC	3/4/2005	LEON	1204	298
TX100-869667.003	WAYNE GILLESPIE	ENCANA OIL & GAS (USA) INC	2/15/2005	LEON	1202	135
TX100-869667.004	ADDISON D. CARR, TRUSTEE OF THE ADDISON D. CARR REVOCABLE TRUST	ENCANA OIL & GAS (USA) INC	1/21/2005	LEON	1199	607
TX100-869667.005	HAROLD N. CARR	ENCANA OIL & GAS (USA) INC	1/1/2005	LEON	1199	610
TX100-869667.006	SHARLE R. RHODEN	ENCANA OIL & GAS (USA) INC	3/4/2005	LEON	1205	82
TX100-869667.007	BOB HATAWAY	ENCANA OIL & GAS (USA) INC	3/4/2005	LEON	1205	69
TX100-869667.009	MAX K. MILLER	ENCANA OIL & GAS (USA) INC	2/15/2005	LEON	1202	139
TX100-869667.010	G. Y. HOLLEMAN	ENCANA OIL & GAS (USA) INC	2/15/2005	LEON	1204	314
TX100-869667.011	DENNIS J. ELLISON	ENCANA OIL & GAS (USA) INC	3/4/2005	LEON	1204	302
TX100-869667.012	JOHN R. KNIGHT	ENCANA OIL & GAS (USA) INC	3/4/2005	LEON	1204	300
TX100-869667.013	TITTLE'S TAX SERVICE, GAYLE TITTLE, PRESIDENT	ENCANA OIL & GAS (USA) INC	3/4/2005	LEON	1204	318
TX100-869667.014	JIMMY DOAK	ENCANA OIL & GAS (USA) INC	3/4/2005	LEON	1204	296
TX100-869667.015	BOBBY WALTERS	ENCANA OIL & GAS (USA) INC	3/15/2005	LEON	1205	616
TX100-869667.016	FARRELL WALKER	ENCANA OIL & GAS (USA) INC	2/15/2005	LEON	1207	926
TX100-869667.017	W. R. COFFEY	ENCANA OIL & GAS (USA) INC	4/1/2005	LEON	1205	612
TX100-869667.018	JOHN MALLARD	ENCANA OIL & GAS (USA) INC	3/4/2005	LEON	1206	153
TX100-869667.019	MICHAEL D. MCKINNEY	ENCANA OIL & GAS (USA) INC	3/4/2005	LEON	1209	417
TX100-872686.003	CATHERINE T. KURTZ, DEALING IN HER SOLE AND SEPARATE PROPERTY	ENCANA OIL & GAS (USA) INC	3/10/2006	LEON	1251	179
TX100-872686.004	WILLIAM B. KURTZ, II, DEALING IN HIS SOLE AND SEPARATE PROPERTY	ENCANA OIL & GAS (USA) INC	2/27/2006	LEON	1256	421
TX100-876475.001	NAVASOT CATTLE CO INC., A CORPORATION DULY ORGANIZED UNDER THE LAWS OF THE STATE OF	TEXAS NINE RESOURCES COMPANY	6/15/2005	LEON	1216	521

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	TEXAS, BY AND THROUGH ITS PRESIDENT, JIMMY HOKE					
TX100-876475.002	TEXAS OSAGE ROYALTY POOL INC., ACTING BY AND THROUGH ITS DULY AUTHORIZED PRESIDENT	ENCANA OIL & GAS (USA) INC	2/28/2008	LEON	1658	443
TX100-876475.003	DEVON ENERGY PRODUCTION COMPANY, L.P.	ENCANA OIL & GAS (USA) INC	9/25/2008	LEON	1381	229
TX100-884349.069	LINDA K. JACKSON, DEALING IN HER SOLE AND SEPARATE PROPERTY	HAWKWOOD ENERGY EAST TEXAS, LLC	9/11/2014	LEON	1615	515
TX100-884349.108-TL	JANIS MARCIA RANSOM ODEN AND HUSBAND, JOE ODEN	HAWKWOOD ENERGY EAST TEXAS, LLC	3/24/2016	LEON	1668	499
TX100-884349.110-TL	HENRY B RANSOM JR AND JANE RANSOM	HAWKWOOD ENERGY EAST TEXAS, LLC	3/24/2016	LEON	1668	501
TX100-900287.001	F S HOWARD JR., AS HIS SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION LP	7/11/2006	LEON	1301	125
TX100-900287.002	HOWARD FIELDER ADAMS, AS HIS SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION LP	7/11/2006	LEON	1301	141
TX100-900287.004	JILL LEIGH HOWARD BARRINGER, AS HER SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION LP	7/11/2006	LEON	1301	129
TX100-900287.005	SHELLEY KAY ADAMS WOOD, AS HER SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION LP	7/11/2006	LEON	1301	137
TX100-900287.006	MICHAEL DALE HOWARD, AS HIS SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION LP	7/11/2006	LEON	1301	133
TX100-900339.001	MARK LONGENBAUGH AND GREG LONGENBAUGH, JR., DEALING IN THEIR SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION LLC	12/5/2007	LEON	1343	793
TX100-900340.001	MARK LONGENBAUGH AND GREG LONGENBAUGH JR., DEALING IN THEIR SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION LLC	10/12/2007	LEON	1339	178

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Exhibit A

Leases

Leon County

INSOFAR AND ONLY INSOFAR AS THE FOLLOWING DESCRIBED LEASES COVER LANDS *OUTSIDE* THE GEOGRAPHICAL BOUNDARY OF THE COVEY PARK OPERATING LLC – SENATOR RANCH "B" UNIT, DESCRIBED IN THAT CERTAIN POOLING DECLARATION DATED JUNE 9, 2010, AND RECORDED IN VOLUME 1452, PAGE 155 OF THE OFFICIAL PUBLIC RECORDS OF LEON COUNTY, TEXAS

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-882543.001	CURTIS G CROUCH, JR., DEALING HEREIN IN HIS SEPARATE PROPERTY, CHARLES E. DARBY AND MARY ANN DARBY, HUSBAND AND WIFE, MARJORIE B CROUCH, DEALING HEREIN IN HER SEPARATE PROPERTY, KATHLEEN CROUCH, DEALING HEREIN IN HER SEPARATE PROPERTY, KAY CROUCH STARKEY, DEALING HEREIN IN HER SEPARATE PROPERTY, AND BEVERLY CROUCH NABORS, DEALING HEREIN IN HER SEPARATE PROPERTY	GASTAR EXPLORATION TEXAS LP	4/23/2007	LEON	1314	847
TX100-882543.002	LOUISE HAYES, DEALING WITH HER SEPARATE PROPERTY	GASTAR EXPLORATION TEXAS LP	4/16/2007	LEON	1314	854
TX100-882543.003	WALLACE DONELSON, DEALING IN HIS SEPARATE PROPERTY	GASTAR EXPLORATION TEXAS LP	4/18/2007	LEON	1314	873
TX100-882543.004	JAMES HENRY DONELSON, A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY	GASTAR EXPLORATION TEXAS LP	4/17/2007	LEON	1314	871
TX100-882543.005	KATHLEEN DONELSON WESTOVER, A MARRIED WOMAN DEALING WITH HER SEPARATE PROPERTY	GASTAR EXPLORATION TEXAS LP	4/19/2007	LEON	1319	501

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Leases

Leon County

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-884349.049	IONE MASTERSON DOGGETT PLUMMER	EOG RESOURCES INC.	6/29/2007	LEON	1334	153
TX100-884349.050	STELLA LOUISE DOGGETT FITZHUGH	EOG RESOURCES INC.	6/29/2007	LEON	1337	395
TX100-884349.059	JON S BROWN, DEALING IN HIS SOLE AND SEPARATE PROPERTY	EOG RESOURCES INC.	7/1/2009	LEON	1404	510
TX100-884349.060	MPH PRODUCTION COMPANY	EOG RESOURCES INC.	8/3/2009	LEON	1411	41
TX100-884349.061	WILLIAM LESLIE DOGGETT, SR., A MARRIED MAN DEALING WITH HIS SEPARATE PROPERTY	EOG RESOURCES INC.	4/11/2008	LEON	1358	585
TX100-884349.068	JDMI LLC	EOG RESOURCES INC.	7/1/2009	LEON	1404	508

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Exhibit A
Leases
Leon County

INSOFAR AND ONLY INSOFAR AS THE FOLLOWING DESCRIBED LEASES COVER LANDS *WITHIN* THE GEOGRAPHICAL BOUNDARY OF THE COVEY PARK OPERATING LLC – SENATOR RANCH "A" UNIT, DESCRIBED IN THAT CERTAIN POOLING DECLARATION DATED JUNE 9, 2010, AND RECORDED IN VOLUME 1454, PAGE 630 OF THE OFFICIAL PUBLIC RECORDS OF LEON COUNTY, TEXAS *AND* THAT CERTAIN 33 ACRE TRACT, MORE OR LESS, BEING MORE FULL DESCRIBED AS ALL OF THE GEORGE L. HEBGEN SURVEY, A-1077, LEON COUNTY, TEXAS

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-884349.011	MICHAEL MITCHELL WARREN	ENCANA OIL & GAS (USA) INC	4/15/2010	LEON	1433	71
TX100-884349.026	J. LEWIS THOMPSON III, BY-PASS TRUST	ENCANA OIL & GAS (USA) INC	5/18/2010	LEON	1442	47
TX100-884349.029	SUSAN STEAKLEY JOHNSON	ENCANA OIL & GAS (USA) INC	7/27/2010	LEON	1441	527
TX100-884349.031	KAREN D. WARDLOW	ENCANA OIL & GAS (USA) INC	6/10/2010	LEON	1441	530
TX100-884349.032	CAROLYN TRUBE GANDY	ENCANA OIL & GAS (USA) INC	7/27/2010	LEON	1449	70
TX100-884349.033	GEORGE BRYANT MEYER	ENCANA OIL & GAS (USA) INC	8/11/2010	LEON	1441	524
TX100-884349.034	DONNA B. TOLBERT	ENCANA OIL & GAS (USA) INC	8/11/2010	LEON	1449	82
TX100-884349.036	COLLIN MCKINNEY TRUBE	ENCANA OIL & GAS (USA) INC	9/16/2010	LEON	1449	79
TX100-884349.037	JAMES HENDERSON COLLINS	ENCANA OIL & GAS (USA) INC	8/26/2010	LEON	1443	402
TX100-884349.038	CARNEY LEE DOWLEN	ENCANA OIL & GAS (USA) INC	8/31/2010	LEON	1449	73
TX100-884349.039	PATRICK WHITNEY DOWLEN	ENCANA OIL & GAS (USA) INC	8/31/2010	LEON	1449	76
TX100-884349.040	SARA MARGARET COLES	ENCANA OIL & GAS (USA) INC	9/22/2010	LEON	1449	85
TX100-884349.041	PATRICIA RUTH COLLINS GENDRON	ENCANA OIL & GAS (USA) INC	9/16/2010	LEON	1449	88
TX100-884349.042	DEMRA JORDAN	ENCANA OIL & GAS (USA) INC	7/27/2010	LEON	1441	661
TX100-884349.046	NEILL T. MASTERSON III	EOG RESOURCES INC.	6/27/2007	LEON	1342	440
TX100-884349.048	CLARE MASTERSON LEE	EOG RESOURCES INC.	6/27/2007	LEON	1334	151
TX100-884349.051	VERNON GENE DOGGETT, JR.	EOG RESOURCES INC.	7/30/2007	LEON	1334	169
TX100-884349.052	PATRICIA DEVINE RITCH	EOG RESOURCES INC.	6/27/2007	LEON	1337	397
TX100-884349.053	MARY ROE SIMKINS LUZIUS, A WIDOW, DEALING IN HER SEPARATE PROPERTY	EOG RESOURCES INC.	8/14/2007	LEON	1337	401

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LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-884349.054	DION O'KELLEY, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY	EOG RESOURCES INC.	8/14/2007	LEON	1337	399
TX100-884349.055	JAMES C. ORR, DEALING IN HIS SOLE AND SEPARATE PROPERTY	EOG RESOURCES INC.	6/6/2009	LEON	1400	27
TX100-884349.056	SAMUEL STEVES DEVINE, DEALING IN HIS SOLE AND SEPARATE PROPERTY	EOG RESOURCES INC.	4/13/2009	LEON	1397	124
TX100-884349.057	ROBERT EMMETT DEVINE, DEALING IN HIS SOLE AND SEPARATE PROPERTY	EOG RESOURCES INC.	4/13/2009	LEON	1397	126
TX100-884349.058	CARROLL DEVINE NELSON, DEALING IN HER SOLE AND SEPARATE PROPERTY	EOG RESOURCES INC.	4/13/2009	LEON	1397	128
TX100-884349.064	RUDYARD K. RAPP	ENCANA OIL & GAS (USA) INC	1/17/2011	LEON	1469	76
TX100-884349.065	CAROLINE SUE COBB	ENCANA OIL & GAS (USA) INC	9/22/2010	LEON	1451	694
TX100-884349.066	WILLIAM JOSEPH HOBSON, JR.	ENCANA OIL & GAS (USA) INC	12/29/2010	LEON	1469	70
TX100-884349.067	CHERYL STANFORD KURTZ	ENCANA OIL & GAS (USA) INC	12/29/2010	LEON	1469	73
TX100-884349.070	JULIETTE ANN JOHNSON	ENCANA OIL & GAS (USA) INC	10/13/2011	LEON	1492	116
TX100-884349.071	NELLA PITTS PHILLIPS	ENCANA OIL & GAS (USA) INC	9/28/2011	LEON	1495	624
TX100-884349.072	JOEL CARVER PITTS	ENCANA OIL & GAS (USA) INC	9/28/2011	LEON	1492	113
TX100-884349.073	JOHN EDWARD STANFORD	ENCANA OIL & GAS (USA) INC	11/10/2011	LEON	1496	894
TX100-875983.310	RUDYARD K. RAPP	HAWKWOOD ENERGY EAST TEXAS LLC	4/30/2015	LEON	1639	878
TX100-884349.114	DAVID JOHNSTON DEVINE	HAWKWOOD ENERGY EAST TEXAS LLC	4/24/2015	LEON	1639	879

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Exhibit A
Leases
Leon County

INSOFAR AND ONLY INSOFAR AS THE LEASE COVERS TRACT 2 OF THE LEASE BEING 52.2222 ACRES, MORE OR LESS, LOCATED IN THE ELI FENN SURVEY, A-96, MADISON COUNTY, TEXAS, AND BEING A PART OF AN 84.378 ACRE TRACT DESCRIBED IN THAT CERTAIN DEED DATED AUGUST 10, 1973, FROM D& H PROPERTIES TO BRUCE D WEAVER, RECORDED IN VOLUME 198, PAGE 361 OF THE DEED RECORDS OF MADISON COUNTY, TEXAS, LESS & EXCEOT THAT PORTION BEING DESCRIBED AS UNIT TRACT 1 IN THE ENCANA OILD AND GAS (USA) INC. WEAVER-RANSON-STATE UNIT POOLING DEVLARATION, RECORDED IN VOLUME 1301, PAGE 102 OF THE MADISON COUNTY OFFICIAL PUBLIC RECORDS.

LEASE_NO	LESSOR	LESSEE	EFF DATE	COUNTY	BOOK	PAGE
TX100-30428-000	BRUCE D WEAVER MINERAL TRUST	HAWKWOOD ENERGY EAST TEXAS, LLC	9/22/2014	LEON	1370	105

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Exhibit A-1
Wells
Leon County

Oil and Gas Wells

Well Name	County	API No.
The Grove #1H	Leon/Madison	42-289-32128
The Grove #2H	Leon/Madison	42-289-32130
The Grove #3H	Leon/Madison	42-289-32131
The Golden Wave #1H	Leon/Madison	42-289-32132
Donaho #1H	Leon	42-289-31995
Sully #1H	Leon/Madison	42-289-32105
DKR #1	Leon	42-289-32140

Water Wells

Tracking Number	County	Lessee	Name	Latitude	Longitude
364180	Leon	EOG Resources, Inc.	Patterson FP #1 (Pat Patt)	31.000000	-96.183611
366016	Leon	EOG Resources, Inc.	Patterson FP #2	30.998889	-96.176111
372034	Leon	EOG Resources, Inc.	DKR #1	31.026389	-96.150833

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Exhibit B
Surface Interests
Leon County

CONTRACT NUMBER	PARTY 1	PARTY 2	COUNTY	EFFECTIVE DATE	BOOK / PAGE
WATER STORAGE FACILITY SURFACE USE AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014	NOT RECORDED
WATER PURCHASE AGREEMENT/AGREEMENT TO REMOVE WATER	ANN SMITH	EOG RESOURCES INC	LEON	4/14/2014	NOT RECORDED
WATER PURCHASE AGREEMENT AND LEITER AGREEMENT	TERRY B BELL ET UX	EOG RESOURCES INC	LEON	5/14/2014	NOT RECORDED
WATER PURCHASE AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014	NOT RECORDED
WATER PURCHASE AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014	NOT RECORDED
WATER PURCHASE AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014	NOT RECORDED
LETTER OF AGREEMENT	JAMES P PATTERSON ET AL	EOG RESOURCES INC	LEON	4/14/2014	NOT RECORDED
	BILL T. AND MARIE G. TOMLINSON FAMILY TRUST	EOG RESOURCES INC	LEON	7/31/2014	NOT RECORDED
	CAHABA PARTNERHSIP, LTD	EOG RESOURCES INC	LEON	4/21/2014	NOT RECORDED
	JAMES D. PATTERSON AND WIFE, MARY JO PATTERSON	EOG RESOURCES INC	LEON		NOT RECORDED
	JAMES D. PATTERSON AND WIFE, MARY JO PATTERSON	EOG RESOURCES INC	LEON	6/13/2012	NOT RECORDED
	LOWELL T. HODGES AND ZELA E. HODGES REVOCABLE TRUST	EOG RESOURCES INC	LEON	11/27/2013	NOT RECORDED
TX100-0186014-000-RW	MARGARET JOAN HOLLIS JAMES D PATIERSON (MEMO OF PIPELINE ROW & EASEMENT)	EOG RESOURCES INC	LEON	4/15/2014	1595/717
TX100-0186802-000-RW	JAMES D PATTERSON (MEMO OF PIPELINE ROW & EASEMENT)	EOG RESOURCES INC	LEON	8/8/2014	1620/65
TX100-0400036-000-RW	CAROLYN S WARNEKE AND MARGARET JOAN HOLLIS (NOTICE OF ROW & EASEMENT)	EOG RESOURCES INC	LEON	1/20/2015	1623/860

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Exhibit C
Facilities
Leon County

Doc	Bk	Vol	Pg
00424737	OR	1705	886

Equipment

SULLY 1H WELL

1- 640 Lufkin Pumping Unit
1- vaprox flare
1- flare drum
3- 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 2" electric circulating pump
1- 2" Sr meter run
1- 36 x 15 Heated Horizontal Separator

GROVE FACILITY

1- 2" Sr meter run
2- 48" high volume combustors
2- flare drum
1- 2" electric circulating pump

GROVE #1 H WELL

1- 4 x 20 Heater Treater
1- 2" Sr meter run
1- 640 Dansco Pumping Unit
2- 400 bbl internally coated oil tanks
1- 300 bbl internally coated water tank

GROVE #2 H WELL

1- 2" Senior Meter Run
1- 320 Lufkin Pumping Unit
2- 400 bbl internally coated oil tanks
1- 300 bbl internally coated water tank

GROVE #3 H WELL

1- 4 x 20 Heater Treater
1- 2" Senior Meter Run
1- 640 Lufkin Pumping Unit
2- 400 bbl internally coated oil tanks
1- 300 bbl internally coated water tank

GOLDEN WAVE 1 H

1- 12 x 5 fuel separator
1- 4 x 20 Heater Treater
1 - 2" Senior Meter Run
1 - 2" Electric Circulating Pump
1- 912 Lufkin Pumping Unit
1- 400 bbl internally coated oil tanks
1-400 bbl internally coated water tank
Note: There is a water well on this location that has not been plugged at this time.

DONAHO #1 H

1 - 640 Lufkin Pumping Unit
1 - 24 x 10 Vertical 3 phase separator
1- 12" x 5' fuel separator
1- 6 x 20 Vertical Heated Separator
1 - 2" Senior Meter Run
1- 2 " electric circulating pump
3 - 400 bbl internally coated oil tanks
1- 400 bbl internally coated water tank
1- 8 x 10 wood storage building
1- flare drum
1- Flare
1 - 6" x 3' fuel pot

CERTIFICATION
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CLERK'S OFFICE
ATTEST: Courtney Spence

10:21:07

Exhibit C
Facilities
Leon County

Supplemental

GOLDEN WAVE										
Oil Tank		**Oil Tank 2**		**Water Tank**		**Heater**		**Pumping Unit**	
Serial #	40938			Serial #	40970	Serial #	D20928	Model #	M-912D5-427-192
Capacity	12x20			Capacity	12x20	Capacity	4x20	Serial #	D170241U
Head	(1-4)			Head	(1-4)	Head	(1-4)	Order #	3134011
Shell	(3-16)			Shell	(3-16)	Shell	(1-4)		
Deck	(3-16)			Deck	(3-16)	W.P.	75		
Angelina Tank Man.		N/A		Angelina Tank Man.		Permian Tank		Lufkin IND.	
(06/2014)		N/A		(07/2014)		(06/2014)		8/14/2013	

GROVE 1H									
Oil Tank 1		**Oil Tank 2**		**Water Tank**		**Heater**		**Pumping Unit**	
Serial #	40935	Serial #	40972	Serial #	(3-9097)	Serial #	CV0475	Unit Structure	640-365-144
Capacity	12x20	Capacity	12x20	Capacity	12x15	Capacity	4x20	Serial #	C36G144E56405T-2087
Head	(1-4)	Head	(1-4)	Head		Head	(1-4)		
Shell	(3-16)	Shell	(3-16)	Shell		Shell	(1-4)		
Deck	(3-16)	Deck	(3-16)	Material	ISO	W.P.	75		
Angelina Tank Man.		Angelina Tank Man.		Permian Lide		Smith Pipe		Dansco Man.	
(06/2014)		(06/2014)		(12/2015)		(01/2012)			

GROVE 2H									
Oil Tank 1		**Oil Tank 2**		**Water Tank**		**Heater**		**Pumping Unit**	
Serial #	40938	Serial #	40970	Serial #	(3-9100)	Serial #	D20927	Model #	C-320D-365-120
Capacity	12x20	Capacity	12x20	Capacity	12x15	Capacity	4x20	Serial #	1337155-004
Head	(1-4)	Head	(1-4)	Head		Head	(1-4)	Order#	4600015254
Shell	(3-16)	Shell	(3-16)	Shell		Shell	(1-4)		
Deck	(3-16)	Deck	(3-16)	Material	ISO	W.P.	75		
Angelina Tank Man.		Angelina Tank Man.		Permian Lide		Permian Tank		Lufkin Ind.	
(07/2014)		(07/2014)		(12/2015)		(06/2016)		(06/2014)	

GROVE 3H									
Oil Tank 1		**Oil Tank 2**		**Water Tank**		**Heater**		**Pumping Unit**	
Serial #	40936	Serial #	40931	Serial #	(3-9096)	Serial #	D20929	Model #	RM-640D-365-168
Capacity	12x20	Capacity	12x20	Capacity	12x15	Capacity	4x20	Serial #	1446503-002
Head	(1-4)	Head	(1-4)	Head		Head	(1-4)	Order#	4600023821
Shell	(3-16)	Shell	(3-16)	Shell		Shell	(1-4)		
Deck	(3-16)	Deck	(3-16)	Material	ISO	W.P.	75		
Angelina Tank Man.		Angelina Tank Man.		Permian Lide		Permian Tank		Lufkin Ind.	
(06/2014)		(06/2014)		(12/2015)		(07/2016)		(03/2015)	

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On: Aug 07,2017 at 10:10A
As a Recordings
Document Number: 00424737
Amount:$ 159.00
Receipt Number: 149066
By, Courtney Spence

STATE OF TEXAS COUNTY OF LEON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Leon County
as stamped hereon by me.

Aug 07,2017
Christie Wakefield, Leon County Clerk
Leon County

State of Texas
County of Leon
I, Christie Wakefield, County Clerk of Leon County, Texas, do hereby certify that this document is a true and correct copy of the original record on file and/or of record in Vol. 1705 Page 851 Records of Leon County, Texas. Witness my hand and official seal of office, the 24th day of September, 20 17
CHRISTIE WAKEFIELD, County Clerk,
Leon County, Texas
By Courtney Spence Deputy

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MF115444

File No: Mfp # 10488

Hawkwood #1 Well

Date Filed: 12-19-77

George F. Bush, Commissioner

By