

Contents of Mineral File Number: M-115912

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Burns-State Unit Rent 12/16/13
5. Pooling Declaration Burns-State Unit 12/16/13
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See MF ~~110305~~¹¹⁴⁰⁶⁶ #10 for Assignments #9135

See MF ~~110305~~¹¹⁰³⁰⁵ #10 for Assignment #9134

Scanned sm 12/29/14

See MF 104253 #25 Pt. Assn #9338

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Scanned sm 03/03/2020

SCOTT, DOUGLASS
& McCONNICO, L.L.P.
ATTORNEYS AT LAW

December 6, 2013

VIA HAND DELIVERY

Daryl Morgan
General Land Office
1700 N. Congress Avenue, Room 840
Austin, TX 78701

In Re: Application of Encana Oil & Gas (USA) Inc. for School Land Board Pooling Authority to Pool Both Leased and Unleased Navasota Riverbed Into its Burns-State Unit, Brazos, Madison, Robertson and Leon Counties, Texas

Dear Mr. Morgan:

On behalf of Encana Oil & Gas (USA) Inc. (Encana), we enclose two (2) originals of the Ratification and Pooling Agreement Pursuant to TNRC §52.076 for Encana's Burns-State Unit, Brazos, Leon, Madison and Robertson Counties, Texas that have been executed by an appropriate representative of Encana. Encana is in the process of providing us with the check for lost bonus which should be delivered to you early next week.

We would appreciate your having Commissioner Patterson execute these documents and calling our office so we may pick up Encana's original for recording in the appropriate counties. Thank you for your assistance and cooperation.

Very truly yours,



H. Philip Whitworth
Attorney for Encana Oil & Gas (USA) Inc.

HPW:map

Enclosures

cc: Vance Sparks

1050861

①

File No. M-115912
Ltr. From Flip Whitworth

Date Filed: 2/6/13
Jerry E. Patterson, Commissioner

By *[Signature]*

SCOTT, DOUGLASS
& McCONNICO, L.L.P.
ATTORNEYS AT LAW

December 11, 2013

VIA HAND DELIVERY

Daryl Morgan
General Land Office
1700 N. Congress Avenue, Room 840
Austin, TX 78701

Bonus unleased river M-115912

In Re: Application of Encana Oil & Gas (USA) Inc. for School Land Board Pooling Authority to Pool Both Leased and Unleased Navasota Riverbed Into its Burns-State Unit, Brazos, Madison, Robertson and Leon Counties, Texas

Dear Mr. Morgan:

On behalf of Encana Oil & Gas (USA) Inc., we enclose this operator's check in the amount of \$8,570.43 as payment for lost bonus on the unleased river acreage included in the above referenced unit. Please let me know if you need anything further or if we can be of further assistance.

Very truly yours,

H. Philip Whitworth
Attorney for Encana Oil & Gas (USA) Inc.

HPW:map

Enclosure

cc: Vance Sparks

1052120

2

File No. M-115912
Ltr. From Flip Whitworth
Date Filed: 12/11/13
Jerry E. Patterson, Commissioner
By [Signature]

131113



Encana Oil & Gas (USA) Inc.
370 17th Street, Suite 1700 (303) 623-2300
Denver, CO 80202

VENDOR NAME	VENDOR NO.	CHECK DATE	CHECK NUMBER	NET AMOUNT
TEXAS GENERAL LAND OFFICE	2053910	Dec-10-2013	0000999996	\$8,570.43

VOUCHER	VENDOR INV. #	INV. DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
15109874	2053910-112713	11/27/13	8570.43	.00	8570.43
Bonus Consideration-O&G Lse					
TOTAL INVOICES PAID			8570.43	.00	8570.43

+

121

14704806

RECEIVED
DEC 11 2013
RECEIVER'S OFFICE

3

File No. M-115912
Bonus

Date Filed: 12/11/13

Jerry E. Patterson, Commissioner

By [Signature]

15.11.13

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA13-417

Unit Number 6477

Operator Name ENCANA OIL & GAS (USA) INC Effective Date 11/5/2013

Customer ID C000044571 Unitized For Oil & Gas

Unit Name Burns-State Unit Unit Term 0 Months

County1 Brazos

County2 Madison *and Leon*

County3 Robertson

RRC District: 03

Unit Type: Permanent

State Royalty Interest: 0.0056532314

State Part in Unit: 0.0237943016

	<u>Old Unit Number</u>	<u>Inactive Status Date</u>
Well: Unit	0	
Formation: Woodbine	0	
Participation Basis: Surface Acreage	0	
	0	
	0	

Unit Depth

Below Depth 7185

Above Depth 8647

[If Exclusions Apply: See Remarks]

MF Number MF115912 Tract Number 1

Lease Acres 7.87 / Total Unit Acres 719.5 =

Tract Participation: 0.0109382 X

Lease Royalty 0.25 =

Tract Royalty Participation 0.0027345

Manual Tract Participation: [] 0 | See Remarks

Manual Tract Royalty: [] 0 |

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

Robertson 3.935 AC 01-002774

Leon 3.935 AC 01-002783

Pooling Committee Report

To: School Land Board PA13-417
Date of Board Meeting: November 5, 2013 Unit Number: 6477
Effective Date: 11/5/2013
Unit Expiration Date: Permanent
Applicant: ENCANA OIL & GAS (USA) INC.
Attorney Rep: H. Philip Whitworth, Jr.
Operator: ENCANA OIL & GAS (USA) INC
County 1: Brazos
County 2: Madison
County 3: Robertson *and Leon*
Unit Name: Burns-State Unit
Field Name: Madisonville, West (Woodbine -A-)

<u>Lease Type</u>	<u>MF Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres in Unit</u>	<u>Royalty Participation</u>
SF	MF114066	0.25	4/3/2015	3 years	5	5	0.0017373
SF	MF114068	0.2	4/3/2015	3 years	10	4.25	0.0011814
UR	MF115912	0.25			7.87	7.87	0.0027345

A part of the Navasota River is being pooled pursuant to Texas Natural Resource Code 52.076.

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

Private Acres:	702.38
State Acres:	17.12
Total Unit Acres:	719.5

<u>Participation Basis:</u>	
Surface Acreage	
<u>State Acreage:</u>	2.38%
<u>State Unit Royalty:</u>	0.57%

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

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

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

REMARKS:

- o Encana Oil & Gas (USA) Inc. is requesting permanent oil and gas pooling of the Woodbine Formation defined as the stratigraphic interval or its correlative equivalent from 7,285 feet to 8,647 feet as shown on the J.M. Edwards No. 1 well log (42-041-30422).

- o The applicant spud its first two unit wells on August 12th and 19th, 2013. Both wells have proposed total depths of 9,000 feet TVD and lateral lengths of about 8,000 feet.

- o To compensate the State for lost lease bonus on the unleased Navasota River acreage, the applicant agrees to pay the Permanent School Fund \$1,089.00 per net mineral acre, which is \$8,570.43.

- o With Board approval of this unit, the State's unit royalty participation will be .57%. State unit royalty may change slightly based on final survey results.

- o The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

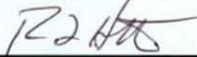
- o The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.



Mary Smith - Office of the Attorney General

10/23/13

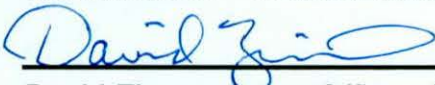
Date:



Robert Hatter - General Land Office

10/23/13

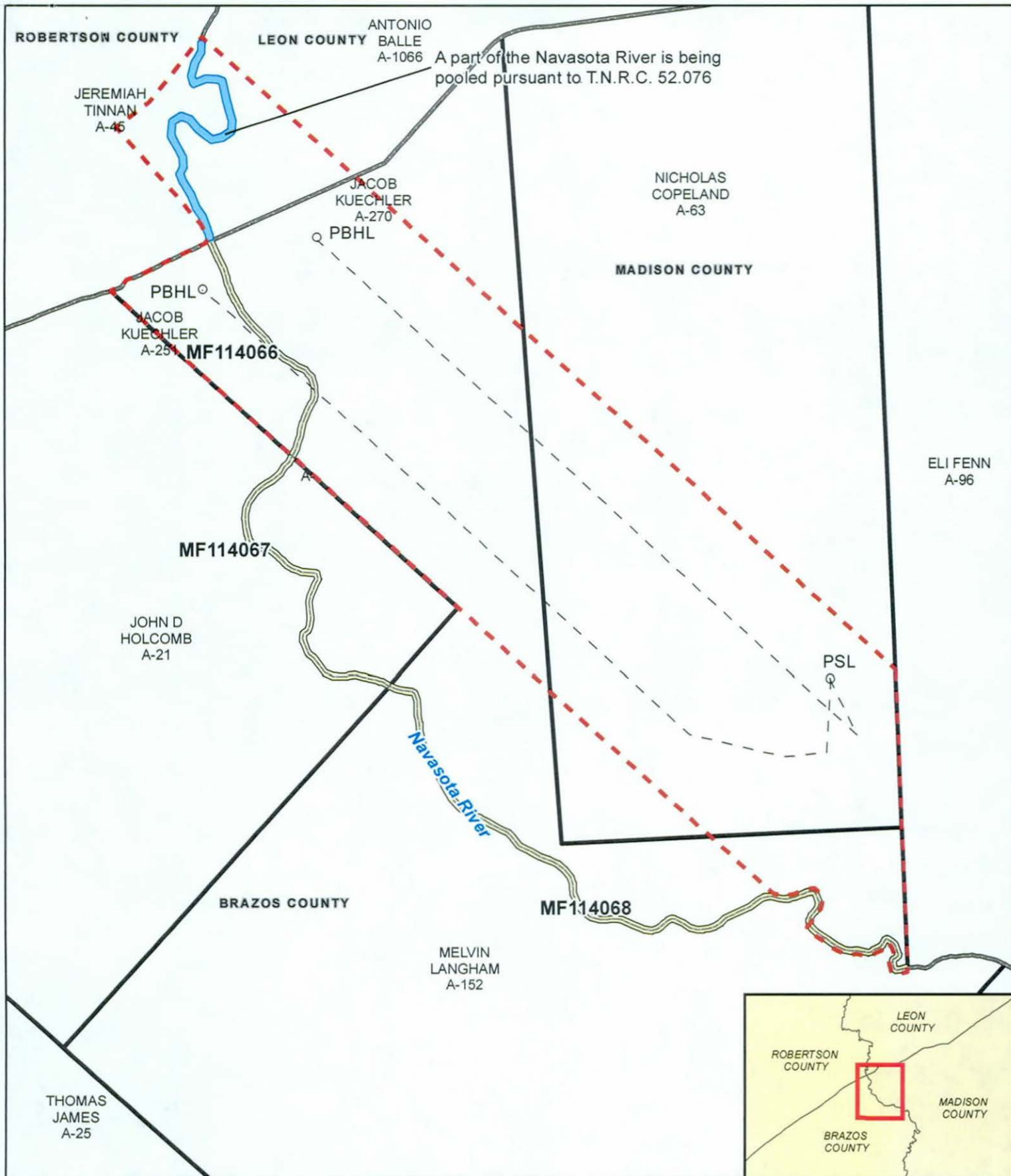
Date:



David Zimmerman - Office of the Governor

10/23/13

Date:



A part of the Navasota River is being pooled pursuant to T.N.R.C. 52.076

MF114066

MF114067

MF114068

PA13-417 #6477
 Encana Oil & Gas (USA) Inc.
 Burns State Unit
 Madison, W (Woodbine -A-) Field
 Leon, Madison, Robertson
 & Brazos Counties, Texas



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:
 Mark Conway
 IS/BAS/GIS
 September 2013

**RATIFICATION AND POOLING AGREEMENT PURSUANT TO TNRC §52.076
STATE OF TEXAS / ENCANA OIL & GAS (USA) INC.
BURNS-STATE UNIT
M-115912 – GLO UNIT NO. 6477
BRAZOS, LEON, MADISON AND ROBERTSON COUNTIES, TEXAS**

THIS AGREEMENT ("Agreement") is made and entered into effective November 5, 2013, by and between the Commissioner of the General Land Office of the State of Texas ("State"), and EnCana Oil & Gas (USA) Inc. ("EnCana").

WITNESSETH THAT:

WHEREAS, the State of Texas owns the minerals under approximately 7.87 acres of the Navasota River within the boundaries of the 719.5-acre, Burns-State Unit ("Unit") said Unit being more particularly described in the Pooling Declaration filed of record in Volume 11708, Page 91 of the Official Public Records of Brazos County, Texas, in Volume 1579, Page 397 of the Official Public Records of Leon County, Texas, in Volume 1294, Page 315 of the Official Public Records of Madison County, Texas and in Volume 1220, Page 671 of the Official Public Records of Robertson County, Texas and said 7.87 acres being hereinafter referred to as the ("unleased interest"); and

WHEREAS, the State of Texas is also the owner of a royalty interest in the Unit under State Lease M-114066 and 4.25 acres of State Lease M-114068; and

WHEREAS, EnCana and the State desire to pool the above-referenced interests of the State into the Unit; and

WHEREAS, pursuant to Texas Natural Resources Code §52.076(a)(4), the School Land Board has the authority to pool unleased river beds and channels owned by the State and pursuant to Texas Natural Resources Code §52.154, the School Land Board has the authority to ratify agreements that include the royalty interests of the State; and

WHEREAS, the School Land Board at its regular meeting on November 5, 2013, determined that pooling the unleased interest and ratifying the Unit as to the State's royalty interests for oil and/or gas produced from the Woodbine Formation as further described on Exhibit "2" is in the best interest of State.

NOW, THEREFORE, in consideration of the payment to the State of \$8,570.43 and of the mutual agreements hereinafter set forth and together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the purposes and upon the terms and conditions contained herein, the parties hereto agree that the State hereby ratifies the Unit as to its free royalty interests in the Unit and that the interests are pooled as per the following conditions:

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

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

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

4. This Agreement shall remain in effect for a term of one year from February 3, 2009 (herein called "primary term") and so long as the pooled mineral is being produced in paying quantities from the Unit, or so long as this Agreement is maintained in force by payment of shut-in oil or gas well royalties on a unit well, by drilling or rework operations on a unit well, or by other means in accordance with the terms of Exhibit "1" to this Agreement, or so long as the instrument creating the Unit remains in

effect; provided that this Agreement shall automatically terminate on the date production of the pooled mineral ceases and there are no further operations on the Unit to re-establish production of the pooled mineral, even though the instrument creating the pooled unit may remain in effect because a dissolution of Unit has not been filed of record.

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

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

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

Date Executed 12/12/13

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

STATE OF TEXAS

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

Date Executed _____

ENCANA OIL & GAS (USA) INC.

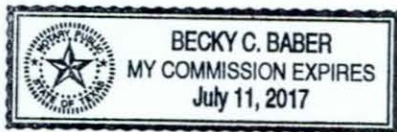
By: [Signature] [Signature]

Its: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on Dec 4, 2013, by Nancy C McLaswell as Attorney-in-Fact of EnCana Oil & Gas (USA) Inc., a DELAWARE corporation on behalf of said corporation.



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

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the Board duly held on November 5, 2013, this instrument was presented to and approved by the Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 16th day of December, 2013.

[Signature]
Stephanie Crenshaw
Secretary of the School Land Board

EXHIBIT "1"

§52.076 Exhibit 1, Revised 3/07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ASSIGNMENTS: The agreement may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the agreement, including properly plugging abandoned wells, removing platforms or pipelines, or remediation of contamination at drill sites shall pass to the transferee upon the prior written consent of the Commissioner of the General Land Office. The Commissioner may require the transferee to demonstrate financial responsibility and may require a bond or other security. All transfers must reference this agreement by the State Lease Number and must be recorded in the county where the pooled area is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior transferee of the agreement, including any liabilities to the state for unpaid royalties.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "2"

PURPOSES:

1.

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

UNIT DESCRIPTION:

2.

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

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the stratigraphic interval or formation correlating to depths between 7,185 feet and 8,647 feet as seen on the electric log of the Champlin Petroleum Co., J. M. Edwards #1 well, API# 42-041-30422 ("unitized interval").

POOLING AND EFFECT:

4.

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

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each tract or lease included within said unit.
- (f) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 719 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or

(3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

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

ALLOCATION OF PRODUCTION:

5.

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

DISSOLUTION:

6.

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

RATIFICATION/WAIVER:

7.

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

EXHIBIT "A"
Attached to and Made a Part of
POOLING DECLARATION
ENCANA BURNS-STATE UNIT

TRACT NO.	ENCANA LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK/PAGE
1	884370.000	Gibbs Brothers & Company, LP	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1062/238
2, 4, 5, 6, 7, 8, 9, 11, 12, 15, 17	884349.001	Peter R. Dailey, Trustee of the Weaver Mineral Trust	EnCana Oil & Gas (USA), Inc.	07/01/2009	Brazos Madison	TX TX	9267/65 988/71
3	884375.003	Charles Burns	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/239
3	884375.002	Glenda Calvasina	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/243
3	884375.001	Janice Strickland	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/247
3	884375.004	Wanda Panos	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/285
3	884375.005	Doris Burns	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/289
7	884349.006	Gloria Bass	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/251
7	884349.005	Paula E. Lenz	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/255
7	884349.003	The Evelyn J. Lenz Mineral Trust, et al	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/259
7	884349.004	Allen W. Cochrum, Jr.	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/268
7	884349.010	Mary C. Cochran	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/281
7	884349.007	Gary Lenz	EnCana Oil & Gas (USA), Inc.	04/23/2010	Madison	TX	1022/264
7	884349.008	Connie Lenz Salinas	EnCana Oil & Gas (USA), Inc.	04/23/2010	Madison	TX	1022/272
7	884349.106	Lonnie Lenz by and through Connie Lenz Salinas, Court Appointed Guardian	EnCana Oil & Gas (USA), Inc.	04/02/2013	Madison	TX	1255/286
10, 11, 15, 17	884349.002	Clyde H. Williams et ux, Lois Marie Williams; Scott Henry Williams; Kris Kelli Williams Banik	EnCana Oil & Gas (USA), Inc.	07/31/2009	Madison	TX	989/57
11, 15, 16, 17	884349.075	Stella Louise Doggett Fitzhugh	EnCana Oil & Gas (USA), Inc.	07/07/2012	Leon Madison		1524/566 1193/321
11, 15, 16, 17	884349.077	Ione Masterson Doggett Swanson	EnCana Oil & Gas (USA), Inc.	07/21/2012	Leon Madison		1524/562 1193/316
11, 15, 16, 17	884349.045	David Johnston Devine	EOG Resources, Inc.	06/27/2007	Leon Madison		1334/147 892/163
11, 15, 16, 17	884349.048	Clare Masterson Lee	EOG Resources, Inc.	06/27/2007	Leon Madison		1334/151 892/169
11, 15, 16, 17	884349.047	Catherine Cage Bruns, Trustee of the Cage Mineral Trust	EOG Resources, Inc.	06/27/2007	Leon Madison		1334/149 892/166

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TRACT NO.	ENCANA LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK/PAGE
11, 15, 16, 17	884349.054	Dion O'Kelley	EOG Resources, Inc.	08/14/2007	Leon Madison	TX	1337/399 892/179
11, 15, 16, 17	884349.053	Mary Roe Simkins Luzius	EOG Resources, Inc.	08/14/2007	Leon Madison	TX	1337/401 892/181
11, 15, 16, 17	884349.052	Patricia Devine Ritch	EOG Resources, Inc.	06/27/2007	Leon Madison	TX	1337/397 892/177
11, 15, 16, 17	884349.046	Neill Turner Materson, III	EOG Resources, Inc.	06/27/2007	Leon Madison	TX	1342/440 898/73
11, 15, 16, 17	884349.056	Samuel Steves Devine	EOG Resources, Inc.	04/13/2009	Leon Madison	TX	1397/124 971/152
11, 15, 16, 17	884349.057	Robert Emmett Devine	EOG Resources, Inc.	04/13/2009	Leon Madison	TX	1397/126 971/154
11, 15, 16, 17	884349.058	Carroll Devine Nelson	EOG Resources, Inc.	04/13/2009	Leon Madison	TX	1397/128 971/156
11, 15, 16, 17	884349.080	Holloway Energy, LLC	EnCana Oil & Gas (USA), Inc.	08/29/2012	Leon Madison	TX	1526/190 1193/341
11, 15, 16, 17	884349.078	Jack Mauldin, Jr. and wife, Patricia Mauldin	EnCana Oil & Gas (USA), Inc.	08/29/2012	Leon Madison	TX	1526/192 1193/344
11, 15, 16, 17	884349.090	Jon S. Brown	EnCana Oil & Gas (USA), Inc.	10/30/2012	Leon Madison	TX	1534/609 1212/228
11, 15, 16, 17	884349.105	William Leslie Doggett, Sr.	EnCana Oil & Gas (USA), Inc.	05/01/2013	Leon Madison	TX	1559/845 1260/273
11, 15, 16, 17	884349.085	Ann Brannin	EnCana Oil & Gas (USA), Inc.	07/30/2012	Leon Madison	TX	1524/558 1193/311
11, 15, 16, 17	884349.093	Patricia P. Moody, Trustee of the Pierce Living Trust	EnCana Oil & Gas (USA), Inc.	10/15/2012	Leon Madison	TX	1534/602 1212/219
11, 15, 16, 17	884349.092	Ted Collins, Jr.	EnCana Oil & Gas (USA), Inc.	10/26/2012	Leon Madison	TX	1534/607 1212/226
11, 15, 16, 17	884349.087	George M. Young, Jr.	EnCana Oil & Gas (USA), Inc.	08/23/2012	Leon Madison	TX	1527/642 1193/347
11, 15, 16, 17	884349.081	Smoker Energy, LLC	EnCana Oil & Gas (USA), Inc.	08/23/2012	Leon Madison	TX	1527/644 1194/1

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TRACT NO.	ENCANA LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK/PAGE
11, 15, 16, 17	884349.086	Oak Valley Mineral and Land LP	EnCana Oil & Gas (USA), Inc.	09/05/2012	Leon Madison	TX	1528/126 1212/231
11, 15, 16, 17	884349.089	Goree Oil & Gas, LLC	EnCana Oil & Gas (USA), Inc.	10/04/2012	Leon Madison	TX	1530/838 1212/237
11, 15, 16, 17	884349.095	PGBW, LLC	EnCana Oil & Gas (USA), Inc.	11/26/2012	Leon Madison	TX	1536/676 1219/139
11, 15, 16, 17	884349.094	R.J. Pipkin	EnCana Oil & Gas (USA), Inc.	11/26/2012	Leon Madison	TX	1536/678 1219/142
11, 15, 16, 17	884349.100	Lazy Backwards S, Ltd.	EnCana Oil & Gas (USA), Inc.	09/27/2012	Leon Madison	TX	1545/132 1237/188
11, 15, 16, 17	884349.082	Bill Hightower, Jr.	EnCana Oil & Gas (USA), Inc.	09/25/2012	Leon Madison	TX	1530/97 1212/234
11, 15, 16, 17	884349.091	Dalton H. Cobb, Jr.	EnCana Oil & Gas (USA), Inc.	10/25/2012	Leon Madison	TX	1532/549 1212/243
11, 15, 16, 17	884349.088	Ryan Hightower	EnCana Oil & Gas (USA), Inc.	09/27/2012	Leon Madison	TX	1530/840 1212/240
11, 15, 16, 17	884349.079	Joann Lawther MacDonald	EnCana Oil & Gas (USA), Inc.	08/22/2012	Leon Madison	TX	1526/180 1193-326
11, 15, 16, 17	884349.084	Lynn V. Lawther, Jr.	EnCana Oil & Gas (USA), Inc.	08/22/2012	Leon Madison	TX	1527/634 1193/331
11, 15, 16, 17	884349.083	Regina D. Perkins	EnCana Oil & Gas (USA), Inc.	09/11/2012	Leon Madison	TX	1527/638 1193/336
11, 15, 16, 17	884349.097	Margaret Ann Weber	EnCana Oil & Gas (USA), Inc.	10/11/2012	Leon Madison	TX	1536/674 1219/145
11, 15, 16, 17	884349.016	John Carver Smith	EnCana Oil & Gas (USA), Inc.	05/12/2010	Leon Madison	TX	1433/68 1171/205
11, 15, 16, 17	884349.013	Joe Ben Early	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/74 1171/210
11, 15, 16, 17	884349.014	Benny Lou Cannon	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/80 1171/216
11, 15, 16, 17	884349.042	Demra Natalie Jordan	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1441/661 1171/221

EXHIBIT "A"
Attached to and Made a Part of
POOLING DECLARATION
ENCANA BURNS-STATE UNIT

TRACT NO.	ENCANA LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK/PAGE
11, 15, 16, 17	884349.030	The Margaret Bryant Collins Maguire Separate Property Living Trust	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1441/521 1171/226
11, 15, 16, 17	884349.033	George Bryant Meyer	EnCana Oil & Gas (USA), Inc.	08/11/2010	Leon Madison	TX	1441/524 1171/180
11, 15, 16, 17	884349.029	Susan Steakley Johnson	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1441/527 1171/185
11, 15, 16, 17	884349.031	Karen D. Wardlow	EnCana Oil & Gas (USA), Inc.	06/10/2010	Leon Madison	TX	1441/530 1171/190
11, 15, 16, 17	884349.028	John C. Trube	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1441/533 1171/195
11, 15, 16, 17	884349.035	Mary Jean Warren	EnCana Oil & Gas (USA), Inc.	07/13/2010	Leon Madison	TX	1442/38 1171/200
11, 15, 16, 17	884349.025	Ann Derrick Arie	EnCana Oil & Gas (USA), Inc.	05/28/2010	Leon Madison	TX	1442/41 1171/129
11, 15, 16, 17	884349.023	Patsy Ann Pearce	EnCana Oil & Gas (USA), Inc.	05/19/2010	Leon Madison	TX	1442/44 1171/134
11, 15, 16, 17	884349.026	J. Lewis Thompson, III By-Pass Trust	EnCana Oil & Gas (USA), Inc.	05/18/2010	Leon Madison	TX	1442/47 1171/139
11, 15, 16, 17	884349.037	James Henderson Collins	EnCana Oil & Gas (USA), Inc.	08/26/2010	Leon Madison	TX	1443/402 1171/146
11, 15, 16, 17	884349.032	Carolyn Trube Gandy	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1449/70 1171/151
11, 15, 16, 17	884349.038	Carney Lee Dowlen	EnCana Oil & Gas (USA), Inc.	08/31/2010	Leon Madison	TX	1449/73 1171/101
11, 15, 16, 17	884349.039	Patrick Whitney Dowlen	EnCana Oil & Gas (USA), Inc.	08/31/2010	Leon Madison	TX	1449/76 1171/106
11, 15, 16, 17	884349.036	Collin McKinney Trube	EnCana Oil & Gas (USA), Inc.	09/16/2010	Leon Madison	TX	1449/79 1171/112
11, 15, 16, 17	884349.034	Donna B. Tolbert	EnCana Oil & Gas (USA), Inc.	08/11/2010	Leon Madison	TX	1449/82 1171/118
11, 15, 16, 17	884349.040	Sara Margaret Coles	EnCana Oil & Gas (USA), Inc.	09/22/2010	Leon Madison	TX	1449/85 1171/123

EXHIBIT "A"
Attached to and Made a Part of
POOLING DECLARATION
ENCANA BURNS-STATE UNIT

TRACT NO.	ENCANA LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK/PAGE
11, 15, 16, 17	884349.041	Patricia Ruth Collins Gendron	EnCana Oil & Gas (USA), Inc.	09/16/2010	Leon Madison	TX	1449/88 1171/156
11, 15, 16, 17	884349.065	Caroline Sue Cobb	EnCana Oil & Gas (USA), Inc.	09/22/2010	Leon Madison	TX	1451/694 1171/162
11, 15, 16, 17	884349.064	Rudyard K. Rapp	EnCana Oil & Gas (USA), Inc.	01/17/2011	Leon Madison	TX	1469/76 1171/176
11, 15, 16, 17	884349.066	William Joseph Hobson, Jr.	EnCana Oil & Gas (USA), Inc.	12/29/2010	Leon Madison	TX	1469/70 1171/168
11, 15, 16, 17	884349.067	Cheryl May Stanford Kurtz	EnCana Oil & Gas (USA), Inc.	12/29/2010	Leon Madison	TX	1469/73 1171/172
11, 15, 16, 17	884349.070	Juliette Ann Johnson	EnCana Oil & Gas (USA), Inc.	12/29/2011	Leon Madison	TX	1492/116 1128/34
11, 15, 16, 17	884349.071	Nella Pitts Phillips	EnCana Oil & Gas (USA), Inc.	12/29/2011	Leon Madison	TX	1495/624 1128/20
11, 15, 16, 17	884349.072	Joel Carver Pitts	EnCana Oil & Gas (USA), Inc.	12/29/2011	Leon Madison	TX	1492/113 1128/27
11, 15, 16, 17	884349.073	John Edward Stanford	EnCana Oil & Gas (USA), Inc.	12/29/2011	Leon Madison	TX	1496/894 1128/41
11, 15, 16, 17	884349.098	Frost Interests Limited, LLP Revocable Trust	EnCana Oil & Gas (USA), Inc.	11/09/2012	Leon Madison	TX	1540/404 1226/325
11, 15, 16, 17	884349.096	Frost Oil Partnership	EnCana Oil & Gas (USA), Inc.	11/09/2012	Leon Madison	TX	1540/402 1226/322
11, 15, 16, 17	884349.099	JDMI, LLC	EnCana Oil & Gas (USA), Inc.	01/16/2013	Leon Madison	TX	1544/465 1237/176
11, 15, 16, 17	884349.104	McAlister Royalties, LLC	EnCana Oil & Gas (USA), Inc.	01/23/2013	Leon Madison	TX	1555/736 1255/297
11, 15, 16, 17	884349.102	Pecos Bend Royalties, LLC	EnCana Oil & Gas (USA), Inc.	01/23/2013	Leon Madison	TX	1545/128 1237/182
11, 15, 16, 17	884349.103	White Star Energy, Inc.	EnCana Oil & Gas (USA), Inc.	01/16/2013	Leon Madison	TX	1544/463 1237/179
11, 15, 16, 17	884349.101	W.D. McBee Enterprises, Ltd.	EnCana Oil & Gas (USA), Inc.	01/30/2013	Leon Madison	TX	1545/130 1237/185

EXHIBIT "A"
Attached to and Made a Part of
POOLING DECLARATION
ENCANA BURNS-STATE UNIT

TRACT NO.	ENCANA LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK/PAGE
11, 15, 16, 17		Martha Ellen Meeks, Sole Independent Executrix of the Estate of Cynthia W. Meeks, deceased	EnCana Oil & Gas (USA), Inc.	07/26/2013	Leon Madison	TX	1573/178 1284/315
11, 15, 16, 17		MPH Production Company	EnCana Oil & Gas (USA), Inc.	08/28/2013	Leon Madison	TX	1576/854 1290/314
11, 15, 16, 17		First Victoria National Bank, Robert E. Davis, Roth IRA	EnCana Oil & Gas (USA), Inc.	09/11/2013	Leon Madison	TX	1576/852 1290/312
11, 15, 16, 17	884349.017	John Warren	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/65 1283/1
11, 15, 16, 17	884349.011	Michael Mitchell Warren	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/71 1283/6
11, 15, 16, 17	884349.012	Charles Herbert Warren, III	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/77 1282/342
13	899835.000	State of Texas M-114066	EnCana Oil & Gas (USA), Inc.	04/03/2012	Brazos Madison	TX TX	10667/292 1160/338
14	899834.000	State of Texas M-114068	EnCana Oil & Gas (USA), Inc.	04/03/2012	Brazos Madison	TX TX	10668/7 1161/8
16		Janis Marcia Ransom Oden and husband, Joe Oden	PetroMax Production, LLC	06/01/2012	Leon	TX	1523/292
16		Henry B. Ransom, Jr. and wife, Jane Ransom	PetroMax Production, LLC	06/02/2012	Leon	TX	1523/295
18		State of Texas	EnCana Oil & Gas (USA), Inc.		Leon	TX	

EXHIBIT "B"

UNIT DESCRIPTION

Burns-State Unit

**Brazos County, Texas
Madison County, Texas
Leon County, Texas
Robertson County, Texas**

BEING a called 719.50 acre unit situated in the J. Kuechler Survey, A-251, and the Melvin Langham Survey, A-152, both in Brazos County, Texas, in the J. Kuechler Survey, A-270 and the N. Copeland Survey, A-63, both in Madison County, Texas, in the A. Balle Survey, A-1066, in Leon County, Texas, and in the J. Tinnan Survey, A-45, in Robertson County, Texas, and being approximately 50 acres of land being the same tract described as a called 37.5 acre tract described as tract B-2 in Volume 194, Page 538, in Brazos County, 4.25 acres of land in unit being a portion of a 10 acre mineral lease from the State of Texas being that section of the Navasota river from the North line of the Melvin Langham survey, A-152 southerly to the common corner of the N. Copeland Survey, A-63 and the Eli W. Fenn Survey, A-96 less that portion in the Encana Oil & Gas (USA) Inc. Weaver-State Unit, also a 5 acre mineral lease from the State of Texas being a portion of the Navasota River from the southeast right-of-way line of the Old San Antonio Road to the West line of the J. Kuechler Survey, A-270, both leases being in Madison and Brazos County, 13.63 acres of land in unit out of a called 219 acre tract described in Volume 175, Page 298 in Leon County, and being a 7.87 acre mineral lease from the State of Texas being a portion of the Navasota River from the northwest right-of-way line of the Old San Antonio Road to a point northeast creating 7.87 acres within the high banks of the said Navasota river in Madison, Leon and Robertson Counties, and then being the following tracts of land in Madison County, 6.43 acres of land in unit out of a called 12.39 acre tract described in Volume 115, Page 166, this said tract being the right-of-way of the Old San Antonio Road, 22.95 acres of land in unit out of a called 88.511 acre tract described in Volume 331, Page 165, 68.3 acres of land in unit out of a called 100 acre tract described in Volume 93, Page 627, 42.37 acres of land in unit out of a called 48.87 acre tract described as tract G-3 in Volume 194, Page 538, 34.40 acres of land in unit out of a called 51 acre tract described in Volume 134, Page 249, less two tracts, one being all of a called 8 acre tract described as tract F in Volume 194, Page 538, second being 5.13 acres of land in unit out of a called 8 acre tract described as tract F in Volume 194, Page 538, 3.25 acres of land in unit out of a called 3.75 acre tract described as tract H in Volume 194, Page 538, 23.37 acres of land in unit out of a called 50 acre tract described as tract G-4 in Volume 194, Page 538, being all of a called 50 acre tract described as tract G-2 in Volume 194, Page 538, 63.11 acres of land in unit out of a called 140 acre tract described as tract I in Volume 194, Page 538, 9.76 acres of land in unit out of a called 474.00 acre tract described in Volume 140, Page 183, 301.68 acres of land in unit out of a called 585 acre tract also known as a 535 acre tract described as tract A in Volume 194, Page 538, all being in the deed records of Brazos, Madison, Leon and Robertson Counties, Texas, said 719.50 acres of land being more particularly described as follows;

BEGINNING at a point for corner in the southeast right-of-way of the Old San Antonio Road ("OSR"), being the northwest corner of said 37.5 acre tract and the most northwest corner of this unit;

THENCE with said "OSR" southeast right-of-way and the northwest line of the said 37.5 acre tract, to a point for corner being the northeast corner of the said 37.5 acre tract and the southwest corner of the said 12.39 acre tract;

THENCE northwesterly with the southwest line of the said 12.39 acre tract, crossing the Brazos and Robertson County Line, and with the west bank of the Navasota river being the west line of the said 7.87 acre mineral lease, to a point for corner in same, being the northwest corner of the said 7.87 acre mineral lease, also being the most northeast corner of this unit and the most northwest corner of the Encana Oil & Gas (USA) Inc. Weaver-Ransom-State Unit;

THENCE southeasterly, with the southwest line of the Weaver-Ransom-State Unit, with the east line of said 7.87 acre mineral lease being the Navasota river, crossing the Robertson and Leon County Line, a portion of the said 219 acre tract, a portion of the said 7.87 acre mineral lease, another portion of the said 219 acre tract, crossing the Leon and Madison County Line, said 88.511 acre tract, said 12.39 acre tract being the right-of-way of the Old San Antonio Road, said 585 acre tract also known as a 535 acre tract, said 474 acre tract, said 140 acre tract, said 50 acre tract, said 3.75 acre tract, said 51 acre tract, and said 8 acre tract to a point for corner being in the east line of the said 8 acre tract, and also being in the east line of the N. Copeland Survey, A-63, and the west line of the Eli W. Fenn Survey, A-96, said corner being the most southeast corner of this unit and the most southwest corner of the Weaver-Ransom-State Unit;

THENCE southerly with the common survey line and the east lines of the said 8 acre tract, said 100 acre tract, and a portion of the said 585 acre tract, projected over and across the said Navasota river and crossing the Madison and Brazos County Line, to a point for corner on the south bank of said river, being the southeast corner of the 4.25 acre mineral lease and the southeast corner of this unit;

THENCE northwesterly with the south bank of the Navasota River and the south line of the said 4.25 acre mineral lease passing the southeast corner of the Encana Oil & Gas (USA) Inc. Weaver-State Unit to a point for corner in same, and being in the northeast line of said Weaver-State Unit;

THENCE northwesterly with the Weaver-State Unit northeast line, crossing the Brazos and Madison County Line, a portion of said 585 acre tract also known as a 535 acre tract, said 100 acre tract, said 48.87 acre tract, said another portion of the said 585 acre tract and over and across the Navasota River, crossing another part of the Madison and Brazos County Line, then with the southwest lines of the J. Kuechler Survey, A-251, and the said 37.5 acre tract back to the place of beginning **containing a called 719.50 acres of land.**

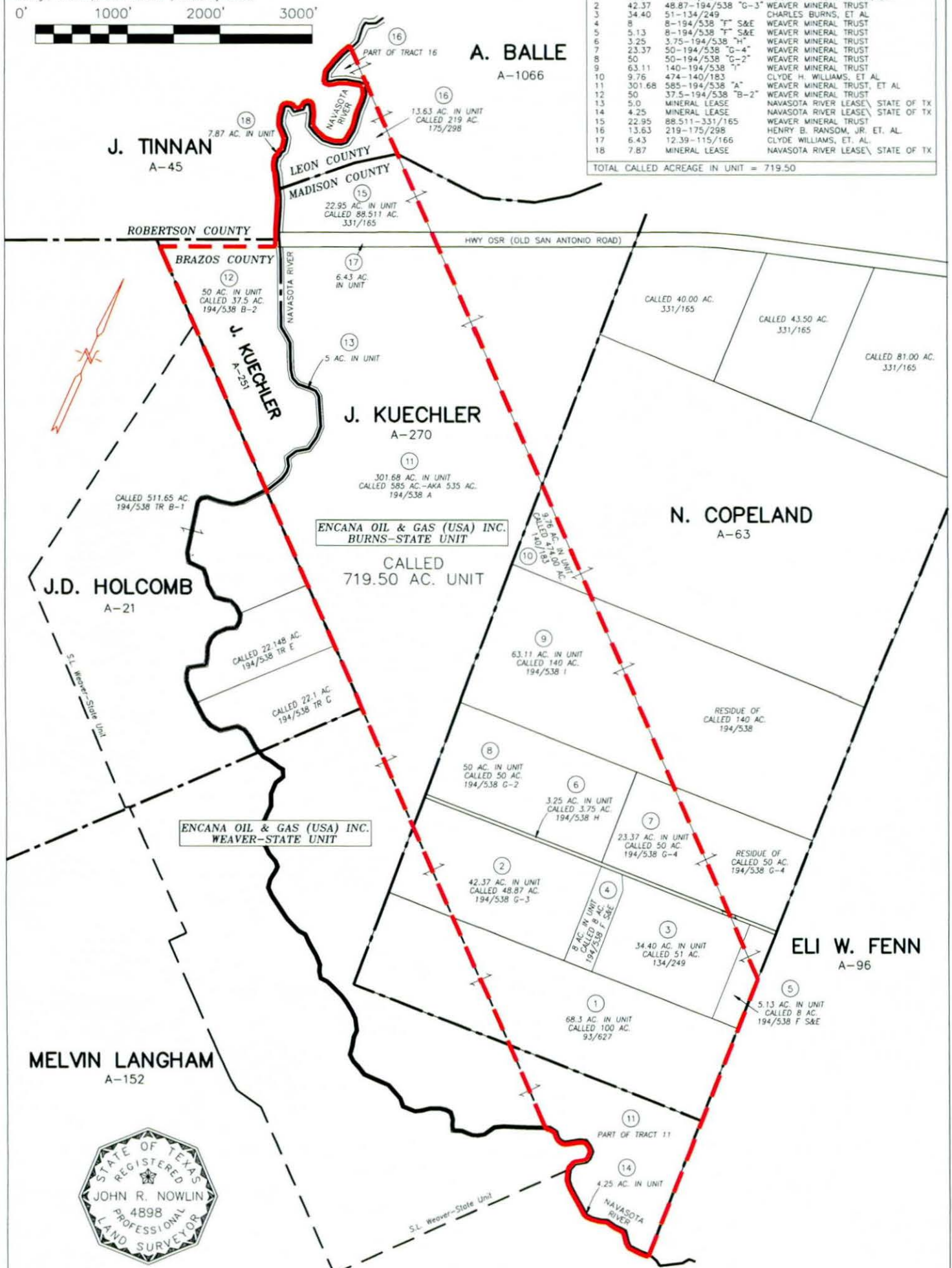
Note: Coordinates shown are NAD 27, TX Central projection Zone, acreages are based on called acreages from deed and leases provided and do not reflect surveyed acreages.

This plat does not represent a boundary survey, distances, bearings, & coordinates shown are not intended to be definitive in establishing actual title boundaries.
 Acreage, ownership, deed research provided by others.

EXHIBIT "C"

TRACT No.	ACREAGE IN UNIT	CALLED AC. REF. DEED	MINERAL OWNER
1	68.3	100-93/627	GIBBS BROTHERS & CO., L.P.
2	42.37	48.87-194/538 "G-3"	WEAVER MINERAL TRUST
3	34.40	51-134/249	CHARLES BURNS, ET AL
4	5.13	8-194/538 "F" S&E	WEAVER MINERAL TRUST
5	5.13	8-194/538 "F" S&E	WEAVER MINERAL TRUST
6	3.25	3.75-194/538 "H"	WEAVER MINERAL TRUST
7	23.37	50-194/538 "G-4"	WEAVER MINERAL TRUST
8	50	50-194/538 "G-2"	WEAVER MINERAL TRUST
9	63.11	140-194/538 "I"	WEAVER MINERAL TRUST
10	9.76	474-140/183	CLYDE H. WILLIAMS, ET AL
11	301.68	585-194/538 "A"	WEAVER MINERAL TRUST, ET AL
12	50	37.5-194/538 "B-2"	WEAVER MINERAL TRUST
13	5.0	MINERAL LEASE	NAVASOTA RIVER LEASE, STATE OF TX
14	4.25	MINERAL LEASE	NAVASOTA RIVER LEASE, STATE OF TX
15	22.95	88.511-331/165	WEAVER MINERAL TRUST
16	13.63	219-175/298	HENRY B. RANSOM, JR. ET. AL.
17	6.43	12.39-115/166	CLYDE WILLIAMS, ET. AL.
18	7.87	MINERAL LEASE	NAVASOTA RIVER LEASE, STATE OF TX

TOTAL CALLED ACREAGE IN UNIT = 719.50



The information contained on this plat is intended for the sole use of ENCANIA OIL & GAS (USA) INC.
 TBPLS FIRM REGISTRATION # 10025700
 I HEREBY CERTIFY THIS PLAT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


BY: *[Signature]*
 JOHN R. NOWLIN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4898
 DWG file: T120537-BURNS-STATE UNIT-5R

PREPARED BY:
STANGER
 SURVEYING TYLER, LLC
 1595 E. Grande Blvd.
 Tyler, TX 75703
 (903) 534-0174

REV.9-12-2013
 REV.9-10-2013
 REV.8-26-2013
 8-16-2013

UNIT PLAT
ENCANA OIL AND GAS (USA) INC.
BURNS-STATE UNIT
MADISON, BRAZOS, ROBERTSON &
LEON COUNTIES, TEXAS
SCALE: 1" = 1000'

4

File No. M-115912
Pooling Agmt Parcel #6477
Burns Stake Vn. F. Rpt + 52.076
Date Filed: 12/16/13
Jerry E. Patterson, Commissioner
By 

**POOLING DECLARATION
 BURNS-STATE UNIT**

Leon 1579 397
 Robertson 1220 671
 Madison 1294 315

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF BRAZOS, MADISON, LEON AND
 ROBERTSON

§

Whereas, the undersigned, hereinafter referred to as "Lessee", are the owners and holders of oil, gas and mineral leases or have the current legal right to exercise the pooling provisions of such leases, and do hereby create a unit comprised of lands described on the plat attached hereto as Exhibit "B". That, by virtue of the authority conferred by the terms of such oil, gas and mineral leases which are more particularly described on Exhibit "A" attached hereto, and incorporated herein by reference for all purposes (collectively referred to herein as the "Leases"), Lessee hereby pools, unitizes and combines all or a portion of the lands covered thereby with other land or lands, lease or leases, to form a pooled unit for the proper and orderly development and operation of the premises, as required under the rules and regulations of the Texas Railroad Commission, or other governmental authority having jurisdiction over same;

Now, therefore, in consideration of the premises, Lessee hereby pools, unitizes and combines the leases, lands and interests, including renewals, extensions, ratifications and amendments thereof, to form a unit as outlined on the plat, attached hereto as Exhibit "B", (the "Unit").

- 1) Description of Unit. Production from the Unit shall be allocated proportionately among all of the tracts being described on Exhibit "C" attached hereto, within the Unit in the proportion which the number of surface acres in each such tract bears to the total number of surface acres in the Unit. If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby, or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or otherwise invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.
- 2) Unit Name: The pooled unit created hereby shall be known as the **Encana Oil & Gas (USA) Inc. Burns-State Unit, containing 719.50 acres**, more or less.
- 3) Depths and Substances Covered. The pooled Unit created hereby shall be limited to and include all those certain depths and horizons within the stratigraphic interval or formation correlating to depths between 7,185 feet and 8,647 feet on the electric log of the Champlin Petroleum Co. J.M. Edwards #1 well, Brazos County, Texas, API Number 42041304220000. The pooled Unit created shall be limited to the production of oil, gas and condensate recovered therefrom.
- 4) Additional Interests Included. In the event the undersigned owns any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to herein covering the lands within the Unit area, including any unleased mineral interest in lands inside the Unit area, or any interest for which ratification of the pooled unit created hereby is necessary, said interest or interests are hereby pooled and combined into said pooled Unit as hereby declared, without the necessity of specifically enumerating such interest or interests and the specific lands which they cover or in which they are held.
- 5) Right to Amend. The undersigned hereby expressly reserves the right, from time to time, to amend this Pooling Declaration, and the respective terms and provisions hereof, and to change the size and area of, and interest covered by the pooled Unit described herein, including, without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases, (iii) to include in the pooled Unit described herein or any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interest in the Unit area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled Unit described herein or in any amendments hereto, full or undivided interests in the Unit area which are not otherwise included herein by the respective owner of such full or undivided interests. Any such amendment may be executed by the Operator of the Unit on behalf of the undersigned, provided that such amendment will not change the interests of the owners in the Unit.

- 6) Dissolution of Unit. The unit formed hereby may be dissolved by Encana Oil & Gas (USA) Inc. at any time by an instrument filed for record in Brazos, Madison or Leon County, Texas, for failure to establish Unit production, or after cessation of operations upon the pooled unit. The Unit hereby created shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms of said leases.
- 7) Multiple Originals. This instrument may be executed in any number of counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may be ratified by the undersigned or by other parties by separate instruments in writing, referring to this instrument. This Pooling Declaration, and each counterpart or ratification hereof, shall be binding upon each party who executes the same, without regard to whether any other party owning an interest in the Leases or Unit area may have executed this instrument, or a counterpart or ratification hereof.

IN WITNESS WHEREOF, this Pooling Declaration is executed on this 4th day of November, 2013.

ENCANA OIL & GAS (USA) INC.

By: Nancy C. McCaskell _____

Title: Attorney-in-Fact

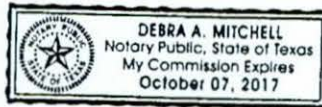
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 4th day of November, 2013, by NANCY C. MCCASKELL, Attorney-in-Fact for Encana Oil & Gas (USA) Inc., a Delaware Corporation, on behalf of said corporation.

Debra A. Mitchell
Notary Public, State of Texas



PREMIER NATURAL RESOURCES II, LLC

By: _____
J. Chris Jacobsen, President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §
COUNTY OF TULSA §

This instrument was acknowledged before me on the _____ day of _____, 2013,
by J. Chris Jacobsen, President of **PREMIER NATURAL RESOURCES II, LLC**.

Notary Public, State of Oklahoma

KKR NR 1 MINERAL HOLDINGS II, LP

By: _____
J. Chris Jacobsen, Authorized Signatory

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §
COUNTY OF TULSA §

This instrument was acknowledged before me on the _____ day of _____, 2013,
by J. Chris Jacobsen, in his capacity as Authorized Signatory for **KKR NR 1 Mineral Holdings II, LP**.

Notary Public, State of Oklahoma

KKR NR 1-A MINERAL HOLDINGS II, LP

By: _____
J. Chris Jacobsen, Authorized Signatory

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §

COUNTY OF TULSA §

This instrument was acknowledged before me on the _____ day of _____, 2013,
by J. Chris Jacobsen, in his capacity as Authorized Signatory for **KKR NR 1-A Mineral Holdings II, LP.**

Notary Public, State of Oklahoma

KFN NR MINERAL HOLDINGS II, LP

By: _____
J. Chris Jacobsen, Authorized Signatory

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §

COUNTY OF TULSA §

This instrument was acknowledged before me on the _____ day of _____, 2013,
by J. Chris Jacobsen, in his capacity as Authorized Signatory for **KFN NR Mineral Holdings II, LP.**

Notary Public, State of Oklahoma

EXHIBIT "A"
Attached to and Made a Part of
POOLING DECLARATION
ENCANA BURNS-STATE UNIT

TRACT NO.	ENCANA LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK/PAGE
1	884370.000	Gibbs Brothers & Company, LP	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1062/238
2, 4, 5, 6, 7, 8, 9, 11, 12, 15, 17	884349.001	Peter R. Dailey, Trustee of the Weaver Mineral Trust	EnCana Oil & Gas (USA), Inc.	07/01/2009	Brazos Madison	TX TX	9267/65 988/71
3	884375.003	Charles Burns	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/239
3	884375.002	Glenda Calvasina	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/243
3	884375.001	Janice Strickland	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/247
3	884375.004	Wanda Panos	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/285
3	884375.005	Doris Burns	EnCana Oil & Gas (USA), Inc.	05/10/2010	Madison	TX	1022/289
7	884349.006	Gloria Bass	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/251
7	884349.005	Paula E. Lenz	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/255
7	884349.003	The Evelyn J. Lenz Mineral Trust, et al	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/259
7	884349.004	Allen W. Cochrum, Jr.	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/268
7	884349.010	Mary C. Cochran	EnCana Oil & Gas (USA), Inc.	04/20/2010	Madison	TX	1022/281
7	884349.007	Gary Lenz	EnCana Oil & Gas (USA), Inc.	04/23/2010	Madison	TX	1022/264
7	884349.008	Connie Lenz Salinas	EnCana Oil & Gas (USA), Inc.	04/23/2010	Madison	TX	1022/272
7	884349.106	Lonnie Lenz by and through Connie Lenz Salinas, Court Appointed Guardian	EnCana Oil & Gas (USA), Inc.	04/02/2013	Madison	TX	1255/286
10, 11, 15, 17	884349.002	Clyde H. Williams et ux, Lois Marie Williams; Scott Henry Williams; Kris Kelli Williams Banik	EnCana Oil & Gas (USA), Inc.	07/31/2009	Madison	TX	989/57
11, 15, 16, 17	884349.075	Stella Louise Doggett Fitzhugh	EnCana Oil & Gas (USA), Inc.	07/07/2012	Leon Madison	TX	1524/566 1193/321
11, 15, 16, 17	884349.077	Ione Masterson Doggett Swanson	EnCana Oil & Gas (USA), Inc.	07/21/2012	Leon Madison	TX	1524/562 1193/316
11, 15, 16, 17	884349.045	David Johnston Devine	EOG Resources, Inc.	06/27/2007	Leon Madison	TX	1334/147 892/163
11, 15, 16, 17	884349.048	Clare Masterson Lee	EOG Resources, Inc.	06/27/2007	Leon Madison	TX	1334/151 892/169
11, 15, 16, 17	884349.047	Catherine Cage Bruns, Trustee of the Cage Mineral Trust	EOG Resources, Inc.	06/27/2007	Leon Madison	TX	1334/149 892/166

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ENCANA BURNS-STATE UNIT

TRACT NO.	ENCANA LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK/PAGE
11, 15, 16, 17	884349.054	Dion O'Kelley	EOG Resources, Inc.	08/14/2007	Leon Madison	TX	1337/399 892/179
11, 15, 16, 17	884349.053	Mary Roe Simkins Luzius	EOG Resources, Inc.	08/14/2007	Leon Madison	TX	1337/401 892/181
11, 15, 16, 17	884349.052	Patricia Devine Ritch	EOG Resources, Inc.	06/27/2007	Leon Madison	TX	1337/397 892/177
11, 15, 16, 17	884349.046	Neill Turner Materson, III	EOG Resources, Inc.	06/27/2007	Leon Madison	TX	1342/440 898/73
11, 15, 16, 17	884349.056	Samuel Steves Devine	EOG Resources, Inc.	04/13/2009	Leon Madison	TX	1397/124 971/152
11, 15, 16, 17	884349.057	Robert Emmett Devine	EOG Resources, Inc.	04/13/2009	Leon Madison	TX	1397/126 971/154
11, 15, 16, 17	884349.058	Carroll Devine Nelson	EOG Resources, Inc.	04/13/2009	Leon Madison	TX	1397/128 971/156
11, 15, 16, 17	884349.080	Holloway Energy, LLC	EnCana Oil & Gas (USA), Inc.	08/29/2012	Leon Madison	TX	1526/190 1193/341
11, 15, 16, 17	884349.078	Jack Mauldin, Jr. and wife, Patricia Mauldin	EnCana Oil & Gas (USA), Inc.	08/29/2012	Leon Madison	TX	1526/192 1193/344
11, 15, 16, 17	884349.090	Jon S. Brown	EnCana Oil & Gas (USA), Inc.	10/30/2012	Leon Madison	TX	1534/609 1212/228
11, 15, 16, 17	884349.105	William Leslie Doggett, Sr.	EnCana Oil & Gas (USA), Inc.	05/01/2013	Leon Madison	TX	1559/845 1260/273
11, 15, 16, 17	884349.085	Ann Brannin	EnCana Oil & Gas (USA), Inc.	07/30/2012	Leon Madison	TX	1524/558 1193/311
11, 15, 16, 17	884349.093	Patricia P. Moody, Trustee of the Pierce Living Trust	EnCana Oil & Gas (USA), Inc.	10/15/2012	Leon Madison	TX	1534/602 1212/219
11, 15, 16, 17	884349.092	Ted Collins, Jr.	EnCana Oil & Gas (USA), Inc.	10/26/2012	Leon Madison	TX	1534/607 1212/226
11, 15, 16, 17	884349.087	George M. Young, Jr.	EnCana Oil & Gas (USA), Inc.	08/23/2012	Leon Madison	TX	1527/642 1193/347
11, 15, 16, 17	884349.081	Smoker Energy, LLC	EnCana Oil & Gas (USA), Inc.	08/23/2012	Leon Madison	TX	1527/644 1194/1

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11, 15, 16, 17	884349.086	Oak Valley Mineral and Land LP	EnCana Oil & Gas (USA), Inc.	09/05/2012	Leon Madison	TX	1528/126 1212/231
11, 15, 16, 17	884349.089	Goree Oil & Gas, LLC	EnCana Oil & Gas (USA), Inc.	10/04/2012	Leon Madison	TX	1530/838 1212/237
11, 15, 16, 17	884349.095	PGBW, LLC	EnCana Oil & Gas (USA), Inc.	11/26/2012	Leon Madison	TX	1536/676 1219/139
11, 15, 16, 17	884349.094	R.J. Pipkin	EnCana Oil & Gas (USA), Inc.	11/26/2012	Leon Madison	TX	1536/678 1219/142
11, 15, 16, 17	884349.100	Lazy Backwards S, Ltd.	EnCana Oil & Gas (USA), Inc.	09/27/2012	Leon Madison	TX	1545/132 1237/188
11, 15, 16, 17	884349.082	Bill Hightower, Jr.	EnCana Oil & Gas (USA), Inc.	09/25/2012	Leon Madison	TX	1530/97 1212/234
11, 15, 16, 17	884349.091	Dalton H. Cobb, Jr.	EnCana Oil & Gas (USA), Inc.	10/25/2012	Leon Madison	TX	1532/549 1212/243
11, 15, 16, 17	884349.088	Ryan Hightower	EnCana Oil & Gas (USA), Inc.	09/27/2012	Leon Madison	TX	1530/840 1212/240
11, 15, 16, 17	884349.079	Joann Lawther MacDonald	EnCana Oil & Gas (USA), Inc.	08/22/2012	Leon Madison	TX	1526/180 1193-326
11, 15, 16, 17	884349.084	Lynn V. Lawther, Jr.	EnCana Oil & Gas (USA), Inc.	08/22/2012	Leon Madison	TX	1527/634 1193/331
11, 15, 16, 17	884349.083	Regina D. Perkins	EnCana Oil & Gas (USA), Inc.	09/11/2012	Leon Madison	TX	1527/638 1193/336
11, 15, 16, 17	884349.097	Margaret Ann Weber	EnCana Oil & Gas (USA), Inc.	10/11/2012	Leon Madison	TX	1536/674 1219/145
11, 15, 16, 17	884349.016	John Carver Smith	EnCana Oil & Gas (USA), Inc.	05/12/2010	Leon Madison	TX	1433/68 1171/205
11, 15, 16, 17	884349.013	Joe Ben Early	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/74 1171/210
11, 15, 16, 17	884349.014	Benny Lou Cannon	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/80 1171/216
11, 15, 16, 17	884349.042	Demra Natalie Jordan	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1441/661 1171/221

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11, 15, 16, 17	884349.030	The Margaret Bryant Collins Maguire Separate Property Living Trust	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1441/521 1171/226
11, 15, 16, 17	884349.033	George Bryant Meyer	EnCana Oil & Gas (USA), Inc.	08/11/2010	Leon Madison	TX	1441/524 1171/180
11, 15, 16, 17	884349.029	Susan Steakley Johnson	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1441/527 1171/185
11, 15, 16, 17	884349.031	Karen D. Wardlow	EnCana Oil & Gas (USA), Inc.	06/10/2010	Leon Madison	TX	1441/530 1171/190
11, 15, 16, 17	884349.028	John C. Trube	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1441/533 1171/195
11, 15, 16, 17	884349.035	Mary Jean Warren	EnCana Oil & Gas (USA), Inc.	07/13/2010	Leon Madison	TX	1442/38 1171/200
11, 15, 16, 17	884349.025	Ann Derrick Arie	EnCana Oil & Gas (USA), Inc.	05/28/2010	Leon Madison	TX	1442/41 1171/129
11, 15, 16, 17	884349.023	Patsy Ann Pearce	EnCana Oil & Gas (USA), Inc.	05/19/2010	Leon Madison	TX	1442/44 1171/134
11, 15, 16, 17	884349.026	J. Lewis Thompson, III By-Pass Trust	EnCana Oil & Gas (USA), Inc.	05/18/2010	Leon Madison	TX	1442/47 1171/139
11, 15, 16, 17	884349.037	James Henderson Collins	EnCana Oil & Gas (USA), Inc.	08/26/2010	Leon Madison	TX	1443/402 1171/146
11, 15, 16, 17	884349.032	Carolyn Trube Gandy	EnCana Oil & Gas (USA), Inc.	07/27/2010	Leon Madison	TX	1449/70 1171/151
11, 15, 16, 17	884349.038	Carney Lee Dowlen	EnCana Oil & Gas (USA), Inc.	08/31/2010	Leon Madison	TX	1449/73 1171/101
11, 15, 16, 17	884349.039	Patrick Whitney Dowlen	EnCana Oil & Gas (USA), Inc.	08/31/2010	Leon Madison	TX	1449/76 1171/106
11, 15, 16, 17	884349.036	Collin McKinney Trube	EnCana Oil & Gas (USA), Inc.	09/16/2010	Leon Madison	TX	1449/79 1171/112
11, 15, 16, 17	884349.034	Donna B. Tolbert	EnCana Oil & Gas (USA), Inc.	08/11/2010	Leon Madison	TX	1449/82 1171/118
11, 15, 16, 17	884349.040	Sara Margaret Coles	EnCana Oil & Gas (USA), Inc.	09/22/2010	Leon Madison	TX	1449/85 1171/123

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11, 15, 16, 17	884349.041	Patricia Ruth Collins Gendron	EnCana Oil & Gas (USA), Inc.	09/16/2010	Leon Madison	TX	1449/88 1171/156
11, 15, 16, 17	884349.065	Caroline Sue Cobb	EnCana Oil & Gas (USA), Inc.	09/22/2010	Leon Madison	TX	1451/694 1171/162
11, 15, 16, 17	884349.064	Rudyard K. Rapp	EnCana Oil & Gas (USA), Inc.	01/17/2011	Leon Madison	TX	1469/76 1171/176
11, 15, 16, 17	884349.066	William Joseph Hobson, Jr.	EnCana Oil & Gas (USA), Inc.	12/29/2010	Leon Madison	TX	1469/70 1171/168
11, 15, 16, 17	884349.067	Cheryl May Stanford Kurtz	EnCana Oil & Gas (USA), Inc.	12/29/2010	Leon Madison	TX	1469/73 1171/172
11, 15, 16, 17	884349.070	Juliette Ann Johnson	EnCana Oil & Gas (USA), Inc.	12/29/2011	Leon Madison	TX	1492/116 1128/34
11, 15, 16, 17	884349.071	Nella Pitts Phillips	EnCana Oil & Gas (USA), Inc.	12/29/2011	Leon Madison	TX	1495/624 1128/20
11, 15, 16, 17	884349.072	Joel Carver Pitts	EnCana Oil & Gas (USA), Inc.	12/29/2011	Leon Madison	TX	1492/113 1128/27
11, 15, 16, 17	884349.073	John Edward Stanford	EnCana Oil & Gas (USA), Inc.	12/29/2011	Leon Madison	TX	1496/894 1128/41
11, 15, 16, 17	884349.098	Frost Interests Limited, LLP Revocable Trust	EnCana Oil & Gas (USA), Inc.	11/09/2012	Leon Madison	TX	1540/404 1226/325
11, 15, 16, 17	884349.096	Frost Oil Partnership	EnCana Oil & Gas (USA), Inc.	11/09/2012	Leon Madison	TX	1540/402 1226/322
11, 15, 16, 17	884349.099	JDMI, LLC	EnCana Oil & Gas (USA), Inc.	01/16/2013	Leon Madison	TX	1544/465 1237/176
11, 15, 16, 17	884349.104	McAlister Royalties, LLC	EnCana Oil & Gas (USA), Inc.	01/23/2013	Leon Madison	TX	1555/736 1255/297
11, 15, 16, 17	884349.102	Pecos Bend Royalties, LLC	EnCana Oil & Gas (USA), Inc.	01/23/2013	Leon Madison	TX	1545/128 1237/182
11, 15, 16, 17	884349.103	White Star Energy, Inc.	EnCana Oil & Gas (USA), Inc.	01/16/2013	Leon Madison	TX	1544/463 1237/179
11, 15, 16, 17	884349.101	W.D. McBee Enterprises, Ltd.	EnCana Oil & Gas (USA), Inc.	01/30/2013	Leon Madison	TX	1545/130 1237/185

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TRACT NO.	ENCANA LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	RECORDING BOOK/PAGE
11, 15, 16, 17	884349.107	Martha Ellen Meeks, Sole Independent Executrix of the Estate of Cynthia W. Meeks, deceased	EnCana Oil & Gas (USA), Inc.	07/26/2013	Leon Madison	TX	1573/178 1284/315
11, 15, 16, 17		MPH Production Company	EnCana Oil & Gas (USA), Inc.	08/28/2013	Leon Madison	TX	1576/854 1290/314
11, 15, 16, 17		First Victoria National Bank, Robert E. Davis, Roth IRA	EnCana Oil & Gas (USA), Inc.	09/11/2013	Leon Madison	TX	1576/852 1290/312
11, 15, 16, 17	884349.017	John Warren	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/65 1283/1
11, 15, 16, 17	884349.011	Michael Mitchell Warren	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/71 1283/6
11, 15, 16, 17	884349.012	Charles Herbert Warren, III	EnCana Oil & Gas (USA), Inc.	04/15/2010	Leon Madison	TX	1433/77 1282/342
13	899835.000	State of Texas M-114066	EnCana Oil & Gas (USA), Inc.	04/03/2012	Brazos Madison	TX TX	10667/292 1160/338
14	899834.000	State of Texas M-114068	EnCana Oil & Gas (USA), Inc.	04/03/2012	Brazos Madison	TX TX	10668/7 1161/8
16		Janis Marcia Ransom Oden and husband, Joe Oden	PetroMax Production, LLC	06/01/2012	Leon	TX	1523/292
16		Henry B. Ransom, Jr. and wife, Jane Ransom	PetroMax Production, LLC	06/02/2012	Leon	TX	1523/295
18		State of Texas	EnCana Oil & Gas (USA), Inc.		Leon	TX	

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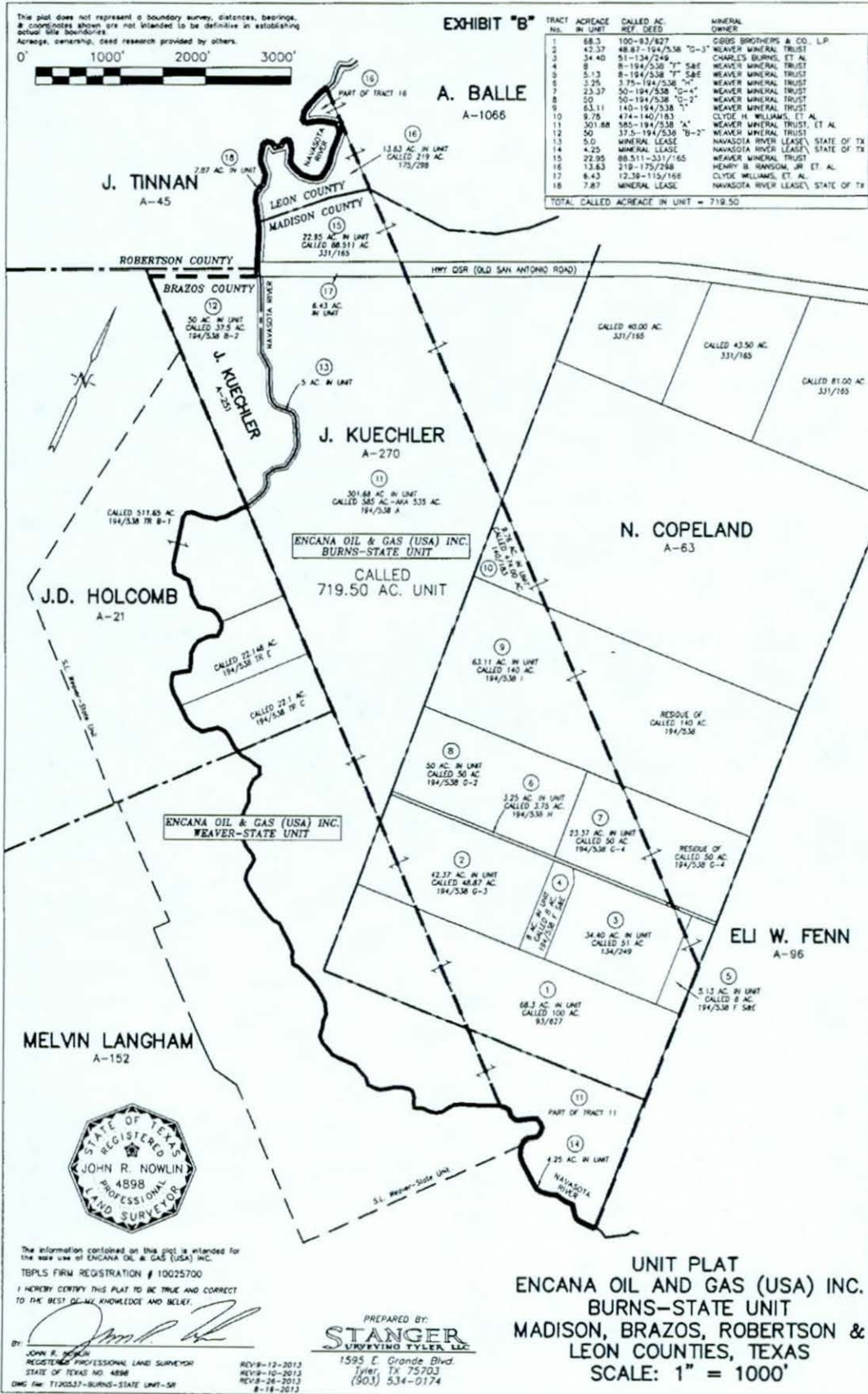


EXHIBIT "C"

UNIT DESCRIPTION

Burns-State Unit

**Brazos County, Texas
Madison County, Texas
Leon County, Texas
Robertson County, Texas**

BEING a called 719.50 acre unit situated in the J. Kuechler Survey, A-251, and the Melvin Langham Survey, A-152, both in Brazos County, Texas, in the J. Kuechler Survey, A-270 and the N. Copeland Survey, A-63, both in Madison County, Texas, in the A. Balle Survey, A-1066, in Leon County, Texas, and in the J. Tinnan Survey, A-45, in Robertson County, Texas, and being approximately 50 acres of land being the same tract described as a called 37.5 acre tract described as tract B-2 in Volume 194, Page 538, in Brazos County, 4.25 acres of land in unit being a portion of a 10 acre mineral lease from the State of Texas being that section of the Navasota river from the North line of the Melvin Langham survey, A-152 southerly to the common corner of the N. Copeland Survey, A-63 and the Eli W. Fenn Survey, A-96 less that portion in the Encana Oil & Gas (USA) Inc. Weaver-State Unit, also a 5 acre mineral lease from the State of Texas being a portion of the Navasota River from the southeast right-of-way line of the Old San Antonio Road to the West line of the J. Kuechler Survey, A-270, both leases being in Madison and Brazos County, 13.63 acres of land in unit out of a called 219 acre tract described in Volume 175, Page 298 in Leon County, and being a 7.87 acre mineral lease from the State of Texas being a portion of the Navasota River from the northwest right-of-way line of the Old San Antonio Road to a point northeast creating 7.87 acres within the high banks of the said Navasota river in Madison, Leon and Robertson Counties, and then being the following tracts of land in Madison County, 6.43 acres of land in unit out of a called 12.39 acre tract described in Volume 115, Page 166, this said tract being the right-of-way of the Old San Antonio Road, 22.95 acres of land in unit out of a called 88.511 acre tract described in Volume 331, Page 165, 68.3 acres of land in unit out of a called 100 acre tract described in Volume 93, Page 627, 42.37 acres of land in unit out of a called 48.87 acre tract described as tract G-3 in Volume 194, Page 538, 34.40 acres of land in unit out of a called 51 acre tract described in Volume 134, Page 249, less two tracts, one being all of a called 8 acre tract described as tract F in Volume 194, Page 538, second being 5.13 acres of land in unit out of a called 8 acre tract described as tract F in Volume 194, Page 538, 3.25 acres of land in unit out of a called 3.75 acre tract described as tract H in Volume 194, Page 538, 23.37 acres of land in unit out of a called 50 acre tract described as tract G-4 in Volume 194, Page 538, being all of a called 50 acre tract described as tract G-2 in Volume 194, Page 538, 63.11 acres of land in unit out of a called 140 acre tract described as tract I in Volume 194, Page 538, 9.76 acres of land in unit out of a called 474.00 acre tract described in Volume 140, Page 183, 301.68 acres of land in unit out of a called 585 acre tract also known as a 535 acre tract described as tract A in Volume 194, Page 538, all being in the deed records of Brazos, Madison, Leon and Robertson Counties, Texas, said 719.50 acres of land being more particularly described as follows;

BEGINNING at a point for corner in the southeast right-of-way of the Old San Antonio Road ("OSR"), being the northwest corner of said 37.5 acre tract and the most northwest corner of this unit;

THENCE with said "OSR" southeast right-of-way and the northwest line of the said 37.5 acre tract, to a point for corner being the northeast corner of the said 37.5 acre tract and the southwest corner of the said 12.39 acre tract;

THENCE northwesterly with the southwest line of the said 12.39 acre tract, crossing the Brazos and Robertson County Line, and with the west bank of the Navasota river being the west line of the said 7.87 acre mineral lease, to a point for corner in same, being the northwest corner of the said 7.87 acre mineral lease, also being the most northeast corner of this unit and the most northwest corner of the Encana Oil & Gas (USA) Inc. Weaver-Ransom-State Unit;

THENCE southeasterly, with the southwest line of the Weaver-Ransom-State Unit, with the east line of said 7.87 acre mineral lease being the Navasota river, crossing the Robertson and Leon County Line, a portion of the said 219 acre tract, a portion of the said 7.87 acre mineral lease, another portion of the said 219 acre tract, crossing the Leon and Madison County Line, said 88.511 acre tract, said 12.39 acre tract being the right-of-way of the Old San Antonio Road, said 585 acre tract also known as a 535 acre tract, said 474 acre tract, said 140 acre tract, said 50 acre tract, said 3.75 acre tract, said 51 acre tract, and said 8 acre tract to a point for corner being in the east line of the said 8 acre tract, and also being in the east line of the N. Copeland Survey, A-63, and the west line of the Eli W. Fenn Survey, A-96, said corner being the most southeast corner of this unit and the most southwest corner of the Weaver-Ransom-State Unit;

THENCE southerly with the common survey line and the east lines of the said 8 acre tract, said 100 acre tract, and a portion of the said 585 acre tract, projected over and across the said Navasota river and crossing the Madison and Brazos County Line, to a point for corner on the south bank of said river, being the southeast corner of the 4.25 acre mineral lease and the southeast corner of this unit;

THENCE northwesterly with the south bank of the Navasota River and the south line of the said 4.25 acre mineral lease passing the southeast corner of the Encana Oil & Gas (USA) Inc. Weaver-State Unit to a point for corner in same, and being in the northeast line of said Weaver-State Unit;

THENCE northwesterly with the Weaver-State Unit northeast line, crossing the Brazos and Madison County Line, a portion of said 585 acre tract also known as a 535 acre tract, said 100 acre tract, said 48.87 acre tract, said another portion of the said 585 acre tract and over and across the Navasota River, crossing another part of the Madison and Brazos County Line, then with the southwest lines of the J. Kuechler Survey, A-251, and the said 37.5 acre tract back to the place of beginning containing a called **719.50 acres of land.**

Note: Coordinates shown are NAD 27, TX Central projection Zone, acreages are based on called acreages from deed and leases provided and do not reflect surveyed acreages.

Filed for Record in:
BRAZOS COUNTY

On: Nov 12, 2013 at 04:32P

As a
NO LABEL RECORDING

Document Number: 01176082

Amount 64.00

Receipt Number - 490688

By:
Patsy Montalbano

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

BRAZOS COUNTY

as stamped hereon by me.

Nov 12, 2013


Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

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File No. M-115912
Pooling Declaration Burns - State Unit

Date Filed: 12/16/13

Jerry E. Patterson, Commissioner

By 

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 16, 2013

Mr. H. Phillip Whitworth
Scott, Douglas & McConnico, L.L.P.
One American Center
600 Congress Avenue, 15th Floor
Austin, Texas 78701-2589

RE: §52.076 Pooling Agreement
EnCana Oil & Gas (USA) Inc.
Burns-State Unit
Brazos, Leon, Madison and Robertson Counties, Texas

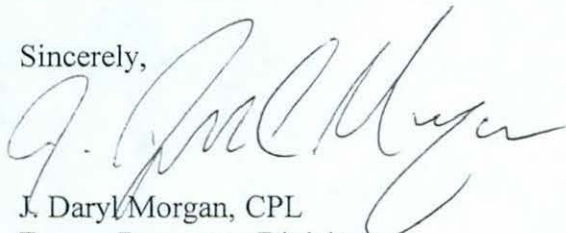
Dear Flip:

Enclosed is a duplicate original of the above referenced §52.076 Pooling Agreement that has been executed by Jerry E. Patterson, Commissioner of the Texas General Land Office. We have retained the other duplicate original of the Agreement, which will be filed in Mineral File **M-115912**. Please have your client refer to this file number when reporting and paying royalties to the State and in all future correspondence involving the State's unleased mineral interest within the referenced unit. This Unit has been assigned **GLO Unit No. 6477**, for the purpose of filing unit royalty reports with the GLO.

We also hereby acknowledge receipt of the \$8,570.43 as the consideration to the State for pooling the unleased interest.

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

Sincerely,


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

Enclosure

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

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

512.463.5001 • 800.998.4GLO

glo.texas.gov

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File No. M-115912
Ltr. to Flip Whitworth

Date Filed: 12/16/13

Jerry E. Patterson, Commissioner

By [Signature]