

Wise County
HONORABLE Sherry Parker-Lemon
COUNTY CLERK
Decatur, Texas 76234



70 2010 60663301

Instrument Number: 2010-63301

As

Recorded On: October 20, 2010

Official Records

Parties: WISE COUNTY ET AL

Billable Pages: 38

To WISE COUNTY COOPERATIVE UNIT NO 5

Number of Pages: 39

Comment: AUTHO WISE CO COOP UNIT 5

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Official Records	164.00
Total Recording:	164.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2010-63301
Receipt Number: 233520
Recorded Date/Time: October 20, 2010 12:19:09P
Book-Vol/Pg: BK-OR VL-2191 PG-249
User / Station: K Griffith - Middle Counter

DEVON ENERGY PRODUCTION CO
KATHY MILLETT 08.060D
20 N BROADWAY
OKLAHOMA CITY TX 73102



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the volume and page of the named records of Wise County.

Sherry Parker-Lemon
Wise County Clerk

**AUTHORIZATION TO CREATE THE
WISE COUNTY COOPERATIVE UNIT NO. 5**

ORIGINAL

STATE OF TEXAS §
 §
COUNTY OF WISE §

WITNESSETH:

WHEREAS, each of the undersigned interest owners ("Interest Owners") owns an interest in the leasehold, minerals, royalties, and/or executive rights in and under a portion or portions of the lands included in the Oil, Gas and Mineral Leases (hereinafter referred singularly as "Lease" and collectively as "Leases") defined and described on Exhibit "A" and depicted on Exhibit "A-1";

WHEREAS, for the orderly exploration, development and production of natural gas in and under said Leases and in order to:

- (a) prevent physical and economic waste and the drilling of unnecessary wells, and to increase the ultimate recovery of natural gas from said Leases; and
- (b) protect the correlative rights of all Interest Owners so that each may receive a fair share of the natural gas production in and under the Leases;

it is in the best interest of all Interest Owners in said Leases to form a single unit known as a Cooperative Unit; and

WHEREAS, it is the intent of the Interest Owners to exclusively authorize Devon Energy Production Company, L.P., on behalf of the present record owners of the mineral leasehold estates underlying said Leases (such mineral leasehold owners being herein collectively called "Lessee"), to create the Wise County Cooperative Unit No. 5 (the "Cooperative Unit"), which Cooperative Unit shall consist of any one or more strata or formation in and under those contiguous Leases having sufficient Interest Owner participation, and to authorize the commingling of production from the strata or formations pooled pursuant to the terms of this agreement with other zones in the same wellbore as hereinafter provided;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:
THAT, each of the undersigned Interest Owners, in order to accomplish these

\$ 164.00
33949-04
153102
1
206-011

aforesaid objectives and in consideration of the premises contained herein, do hereby agree to the following:

1. Lessee is hereby authorized and granted the right and power to pool, unitize and combine the interests of the Interest Owners (to the extent that such interests are subject to the Leases) in order to create a single unit defined herein as a Cooperative Unit and comprised of any one or more strata or formations lying below the top of the Marble Falls formation, in and under those contiguous Leases having sufficient Interest Owner participation.
2. Such Cooperative Unit, if and when formed as hereinafter provided, shall be limited to natural gas (including all gases, liquid hydrocarbons and respective constituent elements associated therewith) produced from the strata or formations lying below the top of the Marble Falls formation pooled into said Cooperative Unit.
3. In order to exercise the pooling authority granted herein, an instrument describing and designating the Leases made a part of said Cooperative Unit and the strata or formations included therein shall be filed for record by Devon Energy Production Company, L.P. in the county in which the Cooperative Unit is located.
4. Such Cooperative Unit shall become effective as of the date provided for in the instrument forming same, or if no effective date is provided for therein, then it shall become effective as of the date such instrument is filed of record. Thereafter, such Cooperative Unit shall continue in full force and effect for so long as there are operations on or production of natural gas (including all gases, liquid hydrocarbons and respective constituent elements associated therewith) from the strata or formations pooled thereunder from any well located within the confines of the Cooperative Unit. If, at any time or times, all operations on or production of natural gas (including all gases, liquid hydrocarbons and respective constituent elements associated therewith) from said Cooperative Unit should cease for any cause, the Cooperative Unit and the leases included therein shall not terminate if Lessee commences or resumes operations within sixty (60) days thereafter and continues such operations or commences any other operations with no cessation of more than sixty (60) consecutive days, and if such operation or other operations result in the production of natural gas, then the Cooperative Unit shall remain in full force and effect for so long thereafter as natural gas is produced from the land covered thereby.
5. The Cooperative Unit so formed may be reformed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the county in which the pooled acreage is located; provided, however, that such Cooperative Unit shall not extend beyond the outermost perimeter of a unit that would include all of the Leases described in Exhibit "A".
6. As a result of the creation of the Cooperative Unit as provided for herein, each Unit Owner (as defined on Exhibit "A") shall thereafter own and be paid for production from the Cooperative Unit on the basis of such Unit Owner's ownership in each Lease included within the Cooperative Unit multiplied by the ratio that the number of surface acres in each Lease bears to the total number of surface acres included in said Cooperative Unit.

7. Operations on or production from each well in the Cooperative Unit shall be treated as if it was actual operations on or production from each of the leases included in the Cooperative Unit.
8. The provisions of the various leases, agreements, division and transfer orders, pooling agreements or other instruments covering or affecting the lands within the Leases are hereby amended to the extent necessary to make such instruments and agreements conform to and effectuate the provisions contained herein, but otherwise shall remain in effect as written.
9. Production from the strata or formations pooled pursuant to the terms of this agreement may be commingled with production from any other strata or formations in the same wellbore when such commingling has been approved by the Railroad Commission of Texas and is undertaken to prevent physical or economic waste, and/or the drilling of unnecessary wells, and provided that the production from such commingled wellbore is allocated between the strata or formation commingled on a fair and reasonable basis which does not conflict with the purposes of this agreement. It is understood and agreed that such allocated production shall be treated as if it was actual production from the strata or formations so allocated and be owned accordingly.

In addition to the foregoing, and in consideration of the terms and covenants contained in the lease or leases under which such owner's interest is derived, each owner of the leasing rights in and under the lands included within the Leases, together with any non-participating owner of a mineral or royalty interest under same, does hereby, RATIFY, ADOPT and CONFIRM the lease or leases under which such owner's interest is derived, and does hereby GRANT, LEASE and LET unto the respective working interest owner(s) of record, all of such Interest Owner's interest in and to the lands described by the respective lease or leases, subject to the same terms and conditions provided for therein, as same may be heretofore or hereby amended.

This agreement shall inure to the benefit of and be binding upon the undersigned parties, their respective heirs, successors and assigns.

This instrument may be executed in multiple counterparts and each of which as so executed shall be given the effect of the execution of an original instrument. Failure of any party hereto to execute such counterpart shall not render this instrument ineffective as to any other party hereto who does execute a counterpart thereof, but shall be binding upon each executing party and its, his or her heirs, legal representatives, successors and assigns. Such executed counterparts may be consolidated into a single instrument by combining the

signature pages and acknowledgements thereto and the executing parties hereto acknowledge and agree that such instrument shall be treated and given effect for all purposes as a single instrument.

EXECUTED on this _____ day of _____, 2009.

Devon Energy Production Company, L.P.

By: _____
Bill A. Penhall
Agent and Attorney-in-Fact

By: _____
Robert L. Zinn, Trustee

J&M Oshman Limited Partnership

By: _____

Name: _____

Title: _____

J&J Oshman Limited Partnership

By: _____

Name: _____

Title: _____

Glenda Earl Ake

Madeline B. Asbury

Ava Nell Bassett

B.H.C.H. Mineral Ltd.

By: _____

Name: _____

Title: _____

Board of Regents of University of Texas
System on Behalf of the Geology
Department

By: _____

Name: _____

Title: _____

Bruce Kenison Bornefeld

Jody Wendal Bridges

Orvalda Bridges

Jon S. Brown

Calvin Buchanan

James Francis Bush, M.D.

John Christopher Bush, M.D.

Joseph Oliver Bush

Michael Gerard Bush

Robert Lee Russell Bush

Betty Cantrell

Susan Petty Connally

ConocoPhillips Company

By: _____

Name: _____

Title: _____

Mary Ruth Tally Cox

By: _____

Name: _____

Title: _____

Oscar Cox, Jr.

Karen Curry

Dallas County Medical Society Alliance

By: _____

Name: _____

Title: _____

Dallas Woman's Club Foundation

By: _____

Name: _____

Title: _____

Constance Martin Davis

Constance Davis

Arnie R. Deaton

Alfred A. Drummond 1986 Trust
F/B/O James Drummond

By: _____

Name: _____

Title: _____

Eagle I, A General Partnership

By: _____

Name: _____

Title: _____

Dean Ferguson

Florencia Exploration, Inc.

By: _____

Name: _____

Title: _____

Fredericksburg Royalty Ltd.

By: _____

Name: _____

Title: _____

Billie C. Gasperson

James E. Gasperson

JLR Bob Gasperson

Sonnie Gasperson

William T. Geron and Anna M. Geron Living Trust

By: _____

Name: _____

Title: _____

Marietta Gillespie

Amy Louise Goode

Diane Goodlett

Richard D. Gore

Charlene Hall

Charles Hall

Jerry Lynn Hall, Individually and as
Remainderman for the Una Faye Hall Life
Estate

Jimmy Van Hall, Individually and as
Remainderman for the Una Faye Hall Life
Estate

Joe Tracy Hall, Individually and as
Remainderman for the Una Faye Hall Life
Estate

Larry David Hall, Individually and as
Remainderman for the Una Faye Hall Life
Estate

Paul D. Hall

Una Faye Hall Life Estate

Una Faye Hall

Hancock-Dorie Trust

By: _____

Name: _____

Title: _____

William O. Haslbauer

John W. Herndon, Jr.

Fred J. Heyne II Trust U/T/A 6-1-86

By: _____

Name: _____

Title: _____

Frank Holcomb

James Paul Hood

Robert Louis Hood

William Ike Hood

JDMI LLC

By: _____

Name: _____

Title: _____

The JLH Minroy Trust

John H. Dorie, Trustee

Alwyn P. King Jr. Family Trust

Alwyn P. King, III, Nominee

Lakota Energy, Ltd.

By: _____

Name: _____

Title: _____

Betty Sue Law

Lawson Asset Management Partnership

By: _____

Name: _____

Title: _____

Anne B. Lester

Janet Lewis

Marie Lynn Peterson

Mark W. Mann

Mary Page Pound Estate

Terry Byron Mann

Kellis W. Pound, Independent Executor

Clyde M. Marshall, Jr.

Diane Price

Marianne Bornefeld Martin

Cathryne Priest

Cynthia R. Matthews

Oliver Dean Reynolds

Dennis L. Meek

David E. Roberts

Miles Production Company

J. Scott Rutherford, III

By: _____

Simpson Family Living Trust

Name: _____

Ola E. Simpson, Trustee

Title: _____

The Miles Foundation, Inc.

Ronald M. Stark

By: _____

Cheryl Cox Stark

Name: _____

Title: _____

MKB Partners, Ltd.

Texas Lutheran University

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Jo Ann Mooney

Alton Roy Watson

Joy Munn

Kenneth Eugene Watson

Gloria Ann Murphree

Katherine H. Westmoreland

Betty Bornefeld Nicolle

James R. Wooten

Ann E. Nobles

Suzanne Russell Wooten

Estate of Clyde M. Marshall, Jr.

By: _____

Name: _____

Title: _____

The Jimmie Earl Gasperson and Olivia Ann Gasperson Revocable Living Trust

By: _____

Name: _____

Title: _____

Edward Keene Davis Test Trust

Constance Martin Davis, Trustee

Wise County on behalf of Trimble Cemetery

By: Bill McElhaney
Name: BILL McELHANEY
Title: COUNTY JUDGE

C. Timothy Marshall

Kathy Marshall

Estate of Clyde M. Marshall, Jr.

By: _____

Name: _____

Title: _____

The Jimmie Earl Gasperson and Olivia Ann Gasperson Revocable Living Trust

By: _____

Name: _____

Title: _____

Edward Keene Davis Test Trust

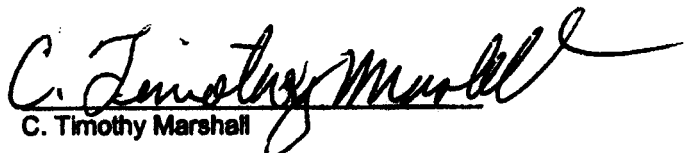
Constance Martin Davis, Trustee

Wise County on behalf of Trimble Cemetery

By: _____

Name: _____

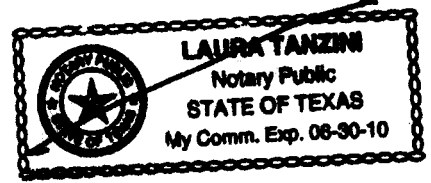
Title: _____


C. Timothy Marshall

Kathy Marshall

Estate of Clyde M. Marshall, Jr.

By: *Laura Tanzin*
Name: *Laura Tanzin*
Title: *Rescuer's daughter*



The Jimmie Earl Gasperson and Olivia Ann Gasperson Revocable Living Trust

By: _____

Name: _____

Title: _____

Edward Keene Davis Test Trust

Constance Martin Davis, Trustee

Wise County on behalf of Trimble Cemetery

By: _____

Name: _____

Title: _____

C. Timothy Marshall

[Handwritten signature of C. Timothy Marshall]

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, as _____ of Dallas County Medical Society Alliance.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, as _____ of Dallas Woman's Club Foundation.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Constance Martin Davis.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Constance Davis.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Arnie R. Deaton.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Billie C. Gasperson.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by James E. Gasperson.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by JLR Bob Gasperson.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Sonnie Gasperson.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, as _____ of William T. Geron and Anna M. Geron Living Trust.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, as _____ of Fred J. Heyne II Trust U/T/A 6-1-86.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Frank Holcomb.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by James Paul Hood.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Robert Louis Hood.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by William Ike Hood.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, as _____ of Lawson Asset Management Partnership.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by Anne Lester.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by Janet Lewis.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by Mark W. Mann.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by Terry Byron Mann.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Clyde M. Marshall, Jr.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Marianne Bornefeld Martin.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Cynthia R. Matthews.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Dennis R. Meek.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, as _____, of Miles Production Company.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, as _____, of The Miles Foundation, Inc.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, as _____, of the MKB Partners, Ltd.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Jo Ann Mooney.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Joy Munn.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Gloria Ann Murphree.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Betty Bornefeld Nicolle.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Ann E. Nobles.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Marie Lynn Peterson.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Kellis W. Pound, as Independent Executor of the Mary Page Pound Estate.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Diane Price.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Cathryne Priest.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Oliver Dean Reynolds.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by David E. Roberts.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by J. Scott Rutherford, III.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by Ola E. Simpson, as Trustee of the Simpson Family Living Trust.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by Ronald Stark.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by Cheryl Cox Stark.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, as _____, of Texas Lutheran University.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by Alton Roy Watson.

Notary Public

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2009, by Kenneth Eugene Watson.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Constance Martin Davis, as Trustee of the Edward Keene Davis Test Trust.

Notary Public

STATE OF TEXAS §
COUNTY OF WISE §

This instrument was acknowledged before me on the 21 day of September, 2010, by Bill McElhenny, as County Judge of Wise County, on behalf of the Trimble Cemetery.



Barbara Nazworth
Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by C. Timothy Marshall.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Kathy Marshall.

Notary Public

Amo
09/21/10

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Constance Martin Davis, as Trustee of the Edward Keene Davis Test Trust.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, as _____ of Wise County, on behalf of the Trimble Cemetery.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by C. Timothy Marshall.

Notary Public

STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 13 day of OCT, 2010, by Kathy Marshall.

[Signature]
Notary Public

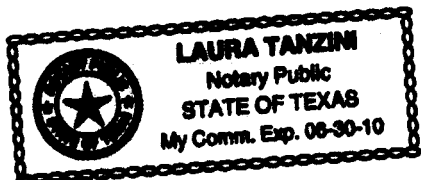


EXHIBIT "A"

Attached to and made a part of the
Authorization to Create the
Wise County Cooperative Unit No. 5

For the purposes of this Agreement:

"Unit Owner" shall be any owner who owns an interest in the leasehold, minerals, royalties, and/or executive rights in the leases included in any Wise County Cooperative Unit No. 5 formed pursuant to this agreement.

"Leases" shall be defined as the lands, limited to depths below the top of the Marble Falls formation, included in the following Oil, Gas and Mineral Leases:

Item 1: (DEPCLP #42-4317780-001) Oil, Gas and Mineral Lease dated April 15, 1953, between W.W. Brown et ux, et al, as Lessors, and Coke L. Gage, as Lessee, covering 196.14 acres of land, more or less, out of Blocks 4, 5, 18, and 19, Van Zandt County School Land Survey, A-1182, Wise County, Texas, recorded in Volume 73, Page 469, Lease Records, Wise County, Texas.

Limited to the easternmost 131.47 acres of land covered by said lease.

Item 2: (DEPCLP #42-4310951-001) Oil, Gas and Mineral Lease dated April 14, 1953, between A.P. Deaton and wife, Mary Eunice Deaton, as Lessors, and Miles Production Co. and Johnny Mitchell, as Lessees, covering 172.8 acres of land, more or less, out of the Polly Ryan Survey, A-705, and the Charles Frazier Survey, A-297, Wise County, Texas, recorded in Volume 72, Page 353, Lease Records, Wise County, Texas.

Limited to the westernmost 48 acres of land out of Tract 4 described in said lease.

Item 3: (DEPCLP #42-4310848-001) Oil and Gas Lease dated December 13, 1957, between Troy Scott Walker and wife, Fannie Walker, as Lessors, and Christie, Mitchell, and Mitchell Co., as Lessee, covering 100 acres of land, more or less, out of Blocks 4 and 19, Van Zandt County School Land Survey, A-1182, Wise County, Texas, recorded in Volume 104, Page 412, Lease Records, Wise County, Texas.

Item 4: (DEPCLP #42-4311017-001) Oil, Gas and Mineral Lease dated September 10, 1953, between Troy Scott Walker and wife, Fannie Walker, as Lessors, and Johnny Mitchell, as Lessee, covering 115 acres of land, more or less, out of Blocks 3, 4, 19, and 20, Van Zandt County School Land Survey, A-1182, recorded in Volume 76, Page 531, Lease Records, Wise County, Texas.

Item 5: (DEPCLP #42-4317622-001) Oil, Gas and Mineral Lease dated July 8, 1959, between E.E. Hall and wife, Florence Ava Hall, as Lessors, and Christie, Mitchell & Mitchell (a partnership), as Lessee, covering 99.38 acres of land, more or less, out of Blocks 2 and 3, Van Zandt County School Land Survey, A-1182, Wise County, Texas, recorded in Volume 117, Page 204, Lease Records, Wise County, Texas;

Limited to the westernmost 49.08 acres of land described in said lease.

Item 6: (DEPCLP #42-4313949-001) Oil and Gas Lease dated September 25, 1953, between Mary Page Pound and husband, C.F. Pound, as Lessors, and Alfred A. Drummond, as Lessee, recorded in Volume 75, Page 333, Lease Records, Wise County, Texas; as amended by instrument dated October 25, 1955, recoded in Volume 87, Page 523, Lease Records, Wise County, Texas;

(DEPLCP #42-4313949-002) Oil, Gas and Mineral Lease dated October 25, 1955, between Alfred A. Drummond, as Lessor, and Christie, Mitchell and

PMC
09/21/10
Item No. 3

Mitchell Co., as Lessee, recorded in Volume 87, Page 525, Lease Records, Wise County, Texas;

The above described two (2) leases under this Item 6 covering 81.68 acres of land more or less, out of Blocks #2 and #3, Van Zandt County School Land Survey, A-1182, Wise County, Texas;

Limited to the westernmost 49.08 acres of land described in said lease.

Item 7: (DEPCLP #42-4315994-001) Oil and Gas Lease dated May 23, 1958, between R.D. Ray and wife, Margaret Ray, as Lessors, and Christie, Mitchell & Mitchell (a partnership), as Lessee, covering 155 acres of land, more or less, out of the Van Zandt County School Land Survey, A-1182, Wise County, Texas, recorded in Volume 109, Page 263, Lease Records, Wise County, Texas.

Item 8: (DEPCLP #42-4314557-001) Oil, Gas and Mineral Lease dated January 7, 1948, between W.E. McDonald and wife, Grace McDonald and A.C. Rhine and wife, Lottie Rhine, as Lessors, and J.K. Hughes Oil Company, as Lessee, covering 137.5 acres of land, more or less, out of the Van Zandt County School Land Survey, A-1182, Wise County, Texas, recorded in Volume 94, Page 269, Lease Records, Wise County, Texas; as amended by instrument dated November 5, 1956, recorded in Volume 94, Page 363, Lease Records, Wise County, Texas.

Item 9: (DEPCLP #42-4312728-001) Oil, Gas and Mineral Lease dated December 18, 1947, between E.T. Locke and wife Maggie M. Locke, as Lessors, and J.D. Hancock, as Lessee, recorded in Volume 51, Page 150, Lease Records, Wise County, Texas; as amended by instrument dated December 9, 1954, recorded in Volume 83, Page 371, Lease Records, Wise County, Texas; as amended by instrument dated February 2, 1955, recorded in Volume 81, Page 367, Lease Records, Wise County, Texas;

(DEPCLP #42-4312728-002) Oil, Gas and Mineral Lease dated March 5, 1957, between J.D. Hancock and C.E. Gardner, as Lessors, and Christie, Mitchell and Mitchell Co., as Lessee, recorded in Volume 98, Page 329, Lease Records, Wise County, Texas;

The above described two (2) leases under this Item 9 covering 53.5 acres of land, more or less, out of Blocks 25 and 26, Van Zandt County School Survey, A-1182, Wise County, Texas.

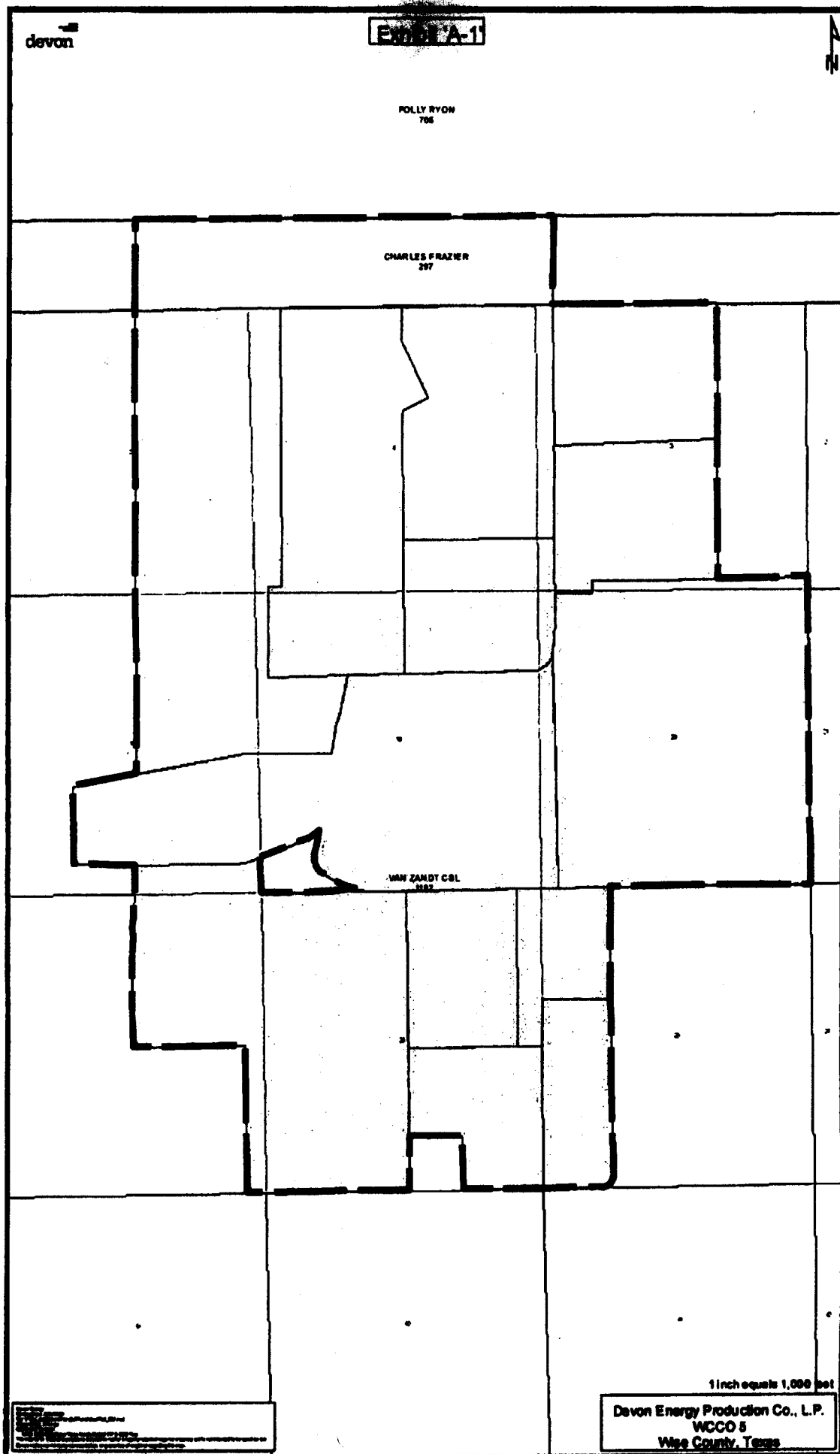
Item 10: (DEPCLP #42-4310898-001) Oil, Gas and Mineral Lease dated May 19, 1953, between Herald D. Gillespie and wife, Tommie Allen Gillespie, as Lessors, and Miles Production Co. and Johnny Mitchell, as Lessees, recorded in Volume 73, Page 295, Lease Records, Wise County, Texas;

(DEPCLP #42-4310898-002) Oil, Gas and Mineral Lease dated December 21, 1954, between C.C. Randle, J. Scott Rutherford, John W. Herndon and L.P. Martin, as Lessors, and Christie, Mitchell and Mitchell Company, as Lessee, recorded in Volume 81, Page 289, Lease Records, Wise County, Texas;

(DEPCLP #42-4310898-003) Oil, Gas and Mineral Lease dated March 27, 1957, between Ella Lorine Williams (formerly Ella Lorine Jones), as Lessor, and John D. Myers, as Lessee, recorded in Volume 97, Page 117, Lease Records, Wise County, Texas;

The above described three (3) leases under this Item 10 covering 60.75 acres of land, more or less, out of Blocks 25 and 26, Van Zandt County School Land Survey, A-1182, Wise County, Texas.

Item 11: (DEPCLP #42-4314556-001) Oil, Gas and Mineral Lease dated January 7, 1948, between D.G. Brandon and wife, Edna P. Brandon, as Lessors, and J.K. Hughes Oil Company, as Lessee, covering 137.83 acres of land, more or less, out of the Van Zandt County School Land Survey, A-1182, Wise County, Texas, recorded in Volume 94, Page 329, Lease Records, Wise County, Texas; as amended by instrument dated November 5, 1956, recorded in Volume 94, Page 540, Lease Records, Wise County, Texas; as amended by instrument dated November 5, 1956, recorded in Volume 94, Page 542, Lease Records, Wise County, Texas.



When recorded return to:
 Devon Energy Production Co.
 Kathy Millet 08.060D
 20 N. Broadway
 Oklahoma City, OK 73102

DM
 09/21/10