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MINERAL AND ROYALTY DEED

Parties: WEZENSKY JENNIFER

to

UNI ROYALTY GROUP LTD

Texas Royalty Brokers

FILED AND RECORDED
REAL RECORDS

On: 05/20/2011 at 02:45 PM

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Howard County, Texas
5 Pages

Texas Royalty Brokers

STATE OF TEXAS
COUNTY OF HOWARD

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

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.



Donna Wright, County Clerk

Recorded By: Angie Worley, Deputy

Record and Return To:

UNI ROYALTY GROUP LTD

P.O. BOX 904

PARKER, CO 80134

Texas Royalty Brokers



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

MINERAL AND ROYALTY DEED

THE STATE OF TEXAS

COUNTY OF HOWARD

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)
)

KNOW ALL MEN BY THESE PRESENTS:

1. That **JENNIFER WEZENSKY** hereinafter referred to as Grantor (whether one or more), for Ten Dollars (\$10.00) and other valuable consideration paid by **UNI ROYALTY GROUP, LTD**, a Colorado Limited Liability Company, whose address is: P.O. Box 904, Parker, Colorado 80134, hereinafter referred to as Grantee (whether one or more), the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto Grantee, its heirs, successors and assigns, forever, subject to the matters stated below, all of Grantor's undivided interest in and to all of the oil, gas, and other minerals, including without limitation, all of the oil royalty, gas royalty, overriding royalty, royalty in casing-head gas and gasoline in, on and under, and that may be produced from, the following lands (the "Lands") in the County of Howard, State of Texas, to wit:

ALL OIL, GAS AND OTHER MINERAL INTERESTS OWNED BY GRANTOR IN THE COUNTY AND STATE ABOVE, INCLUDING WITHOUT LIMITATION, ALL OF THOSE CERTAIN TRACTS OR PARCELS OF LAND, WELLS, LEASES AND/OR UNITS REFERENCED, DESCRIBED AND/OR PLATTED AS FOLLOWS:

90 acres, more or less, Section 15, Block 25, H&TC RR CO Survey, A-25 in Howard County, Texas; together with all strips, gores, roadways, water bottoms, and other lands adjacent to or contiguous with such tracts and owned or claimed by Grantor.

NOT WITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LANDS INDIVIDUALLY DESCRIBED ABOVE ARE SET OUT FOR THE CONVENIENCE OF THE PARTIES AND SHALL NOT BE INTERPRETED AS LIMITING THIS GRANT, IT BEING THE INTENT OF THE PARTIES THAT THIS DEED COVER ALL OIL, GAS AND OTHER MINERAL INTERESTS OF EVERY KIND AND DESCRIPTION OWNED OR CLAIMED BY, OR STANDING OF RECORD IN THE NAME OF GRANTOR IN, ON AND UNDER ANY AND ALL LANDS LOCATED IN THE COUNTY OF HOWARD, STATE OF TEXAS, WHETHER OR NOT PARTICULARLY DESCRIBED ABOVE. PRIOR TO RECORDING, GRANTOR HEREBY AUTHORIZES GRANTEE, AT GRANTEE'S DISCRETION; TO ATTACH A PLAT AND/OR RECORDING REFERENCE TO THE UNIT DESIGNATION(S) OF SAID UNIT(S) AS EXHIBIT A TO THIS INSTRUMENT;

2. If the description above proves incorrect in any respect or does not include these adjacent or contiguous lands, Grantor shall without additional consideration, execute, acknowledge, and deliver to Grantee its successors and assigns, such instruments as are useful or necessary to correct the description and evidence such correction in the appropriate public records.

3. **FOR THE SAME CONSIDERATION**, Grantor also sells, assigns, transfers, and conveys to Grantee, its successors and assigns, by this deed (i) the rights of ingress, egress, and possession at all times to mine, drill, and explore the Lands for oil, gas, and other minerals, and to produce, store, dehydrate, compress, treat, process, transport, market and remove them from the Lands, and to exercise all other rights lawfully belonging to the oil, gas, and mineral estate; (ii) each valid and subsisting oil, gas, and/or other mineral lease (the "Lease," whether one or more) evidenced in the public records of the above-named county, insofar as it covers the Lands (and this conveyance is made subject to each such Lease, insofar as it covers the Lands), together with all royalties, shut-in royalties, delay rentals paid to extend the term within which operations may be conducted on the Lands, and other rights and interests under each such Lease, insofar as it covers the Lands; (iii) without limitation, all royalties, oil payments, gas payments, production payments, pooling payments, escheated funds or payments, revenues, payments, accounts, suspended funds, refunds, interest on overdue payments, and other things of value payable by any lessee, operator, purchaser of production, seller of production, or other parties or party whatsoever, with respect to any oil, gas, and/or other minerals produced from, or attributable to the Lands before, on or after the date of this conveyance (including all such production in any tank, truck, rail car, or pipeline); (iv) all liens and security interests securing the payment of such sums; and (v) all rights, claims, and causes of action of Grantor with respect to such sums, including,

without limitation, claims for the underpayment of past royalties; (vi) all of Grantor's future interests and after acquired title in and to the above described mineral and royalty interests (without limitation), insofar as they cover said Lands.

GRANTOR AUTHORIZES THIRD PARTIES TO RELEASE INFORMATION ON THE LANDS WITHOUT LIMITATION, AND SUSPEND ALL NECESSARY ACCOUNTS CONCERNING THE LANDS HEREIN CONVEYED TO GRANTEE PRIOR TO RECORDING THIS INSTRUMENT. GRANITOR ACKNOWLEDGES AND AGREES TO RELINQUISH, AND ALLOW THIRD PARTIES TO RELINQUISH ALL INFORMATION PERTAINING TO THE LANDS INCLUDING BUT NOT LIMITED TO ALL DATA, DOCUMENTS, PAPERWORK, FINANCIALS, OR OTHER MATERIALS OF ANY KIND DEEMED APPROPRIATE BY GRANTEE, AND GRANITOR WILL ALSO ASSIST GRANTEE, AT THE SOLE DISCRETION OF GRANTEE, IN COLLECTING AND EXECUTING ANY ADDITIONAL INFORMATION AND DOCUMENTS WHATSOEVER NEEDED INCLUDING OWNERSHIP AND TITLE AMENDMENTS AS TO THE LANDS.

4. Grantee may, at its option and in addition to any other rights or remedies available to Grantee, pay all or part of any tax, note, or other obligation secured by a lien on the Lands, or any part of them or interest in them. If Grantee ever makes any such payment, or if any production, royalties, delay rentals, or other economic benefits of the estate conveyed by this instrument are ever applied by any lessee, purchaser of production, or other person to pay or discharge, in whole or in part, any tax, note, or other obligation secured by a lien on the Lands, or any part of them or any interest in them, Grantee shall be subrogated to, shall succeed to, and may enforce all of the rights of the affected lien holder to secure the recovery of the amounts paid, together with interest and attorneys' fees.

5. In this instrument, "including" means "including, but not limited to"; "other minerals" include coal, lignite, uranium, sulphur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of Colorado; the plural includes the singular, and vice versa; each gender includes the others; and references to "Grantor" includes "Grantors, or any of them".

6. INDEMNITY: By execution of this instrument. Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument (the "subject royalties") to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that prior to making this conveyance. Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns, and legal representatives harmless from and against any lawful claims to the subject royalties by, through, or under Grantor.

7. POWER OF ATTORNEY: Coupled with the interest herein conveyed, Grantor does hereby irrevocably appoint and constitute **UNI ROYALTY GROUP, LTD** as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, correction deeds or conveyances, amendments of description, amendments of Grantor's capacity, including typographical errors, and all other instruments as may be necessary for this conveyance of interest, so that **UNI ROYALTY GROUP, LTD** may act in Grantor's place and stead for this limited purpose only. **UNI ROYALTY GROUP, LTD** is also given, through this provision, the authority to correct the description of the property being conveyed, if necessary, to show the actual description of all properties owned by Grantor as reflected by the County Records in which said properties are located. This is a Durable Power of Attorney and is not affected by the subsequent disability or incapacity of the principal.

8. Grantor acknowledges and agrees that Grantee has made no representation or warranty of any kind to Grantor to entice or encourage Grantor to execute this instrument and to receive consideration therefore. Grantor recognizes and acknowledges that the interest herein conveyed may be worth more than the consideration received by Grantor therefore, particularly in the event that drilling or production activity on the interest conveyed herein or in the vicinity thereof proves to be successful. Grantor recognizes and agrees that Grantor has been given the opportunity to ask questions Grantor may desire of Grantee and that the responses thereto given by Grantee were satisfactory to Grantor. If any provision(s) of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid.

9. PARTIES AGREEMENT TO MEDIATION AND/OR ARBITRATION: IN THE EVENT OF ANY DISPUTE (AS DEFINED HEREIN BELOW) ARISING OUT OF OR RELATING TO GRANTOR'S EXECUTION AND DELIVERY OF THIS CONTRACT, OR THE BREACH THEREOF, THE PARTIES FIRST AGREE TO PARTICIPATE IN AT LEAST FOUR (4) HOURS OF MEDIATION IN ACCORDANCE WITH THE COMMERCIAL MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BEFORE HAVING RECOURSE TO ARBITRATION. If the mediation procedure provided for herein does not resolve any such dispute, the parties agree that all disputes between the parties shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and pursuant to the Federal Arbitration Act, 9 U.S.C.; Sections 1-16 (and all amendments thereto, if any).

Judgment upon the award rendered by the arbitrator may be entered in any Court having Jurisdiction. The term dispute shall include, but is not limited to, all claims, demands and causes of action of any nature, whether in contract or in tort, at law or in equity, or arising under or by virtue of any statute or regulation or judicial reason, that are now recognized by law or that may be created or recognized in the future, for resulting past, present and future personal injuries, contract damages, intentional and/or malicious conduct, actual and/or constructive fraud, statutory and/or common law fraud, class action suit, misrepresentations of any kind and/or character, libel, slander, negligence, gross negligence, and/or deceptive trade practices/consumer protection act damages, and for all other losses, damages and/or remedies of any kind and/or character, including without limitation, all actual damages, exemplary and punitive damages, all attorneys fees, all penalties of any kind, prejudgment interest and costs of court by virtue of the matters alleged and/or matters arising between the parties. The award of the arbitrator issued pursuant hereto shall be final, binding and non-appealable.

EXEMPLARY & PUNITIVE DAMAGES: Parties hereby waive any rights to punitive or exemplary damages and the Arbitrator(s) will not have the authority to award exemplary or punitive damages to either party.

10. CHOICE OF VENUE: This contract is performable in Arapahoe County, Colorado Any and all claims (without limitation) arising out of Grantor's execution of this contract, shall be resolved in Arapahoe County, Colorado.

11. This instrument may be executed in multiple counterparts. Each counterpart is an original, and all counterparts together are one and the same instrument. This instrument binds each person who executes it, regardless of whether any other person executes it.

12. GENERAL RELEASE: For the same consideration, Grantor acknowledges and agrees that this Deed supersedes the Option Agreement to Purchase Mineral Interests (Exclusive of Working Interests) and does hereby generally release Grantee, Grantee's directors, officers, members, employees, agents, representatives, parent and subsidiary organizations, successors, insurers, and assigns by the execution of this instrument: from all claims of every kind and character and all causes of action of any kind whatsoever, at common law, statutory, or otherwise, whether in contract or in tort, whether at law or in equity, whether accrued or unaccrued, whether compulsory or permissive, whether known or unknown, and whether asserted or unasserted, possessed on, before, or after the date of this Deed by Grantor and arising out of or related in any way to the Option Agreement to Purchase Mineral Interests (Exclusive of Working Interests) previously executed by Grantor.

13. TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors, administrators, executors and assigns forever, and Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their, (as the case may be) heirs, successors, administrators, executors, and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors, administrators, executors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY OR SEEK LEGAL COUNSEL PRIOR TO SIGNING. GRANTOR REPRESENTS AND WARRANTS THAT HE/SHE/IT HAS READ THE ENTIRE CONTRACT, OR HAS HAD IT READ TO HIM/HER/IT AND UNDERSTANDS AND AGREES TO THE TERMS OF THIS CONTRACT.

BY EXECUTING AND DELIVERING THIS INSTRUMENT YOU ARE SELLING THE ABOVE SPECIFIED INTERESTS IN AND TO YOUR OIL, GAS, MINERAL, ROYALTY AND OVERRIDING ROYALTY INTERESTS IN THE LANDS. GRANTOR ALSO WARRANTS THE ABOVE SPECIFIED INTERESTS IN THE LANDS AS ARE BEING CONVEYED HEREBY ARE FREE AND CLEAR OF ANY LIENS, CLAIMS, ENCUMBRANCES AND OTHER TITLE DEFECTS OF ANY KIND AND NATURE. GRANTOR SHALL ALSO BE RESPONSIBLE FOR SETTLING ANY AND ALL PREVIOUS DEBTS, LIENS, LIABILITIES, TAXES, OR EXPENSES, OF ANY KIND, WHATEVER THE CASE MAY BE, WHICH EXISTED IMMEDIATELY PRIOR TO THIS CONVEYANCE AND ARE OWED ON THE INTEREST IN THE LANDS CONVEYED HEREIN.

//SIGNATURE PAGES TO FOLLOW//

BY THIS EXECUTED INSTRUMENT, (WHETHER RECORDED IN THE PARISH/COUNTY RECORDS IN WHICH THE LANDS ARE LOCATED OR UNRECORDED) GRANTOR HEREBY AUTHORIZES ANY AND ALL OPERATORS, LESSEES, GATHERING COMPANIES OR PURCHASERS OF PRODUCTION, TO RELEASE THE FOLLOWING INFORMATION TO GRANTEE, GRANTEE'S AGENTS, HEIRS OR ASSIGNS: GRANTOR'S OWNERSHIP INTERESTS, INCLUDING GRANTOR'S DECIMAL INTERESTS, NET/GROSS ACRES, PAYMENT HISTORY, LEGAL DESCRIPTIONS, UNIT OWNERSHIP AND BOUNDARIES, SUSPENSE ACCOUNTS (INCLUDING SUSPENDING ALL NECESSARY ACCOUNTS STANDING IN GRANTOR'S NAME AND CONCERNING THE LANDS), AND ALL OTHER INFORMATION (INCLUDING ALL SUCH FINANCIAL INFORMATION FROM A THIRD PARTY REGARDING LIENS, ENCUMBRANCES, MORTGAGES, OR ALL OTHER LIABILITIES ON THE LANDS) AS REQUESTED BY GRANTEE REGARDING GRANTOR'S OWNERSHIP INTERESTS, WITHOUT LIMITATION, AND AS REQUESTED BY GRANTEE.

X [Signature]
GRANTOR: JENNIFER WEZENSKY

ACKNOWLEDGEMENT

THE STATE OF Michigan)
)
COUNTY OF Calhoun)

BEFORE ME, the undersigned authority, on this day personally appeared JENNIFER WEZENSKY personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she, being informed of the contents of same, executed the foregoing instrument for the purpose and consideration therein expressed and appeared to be of sound mind and under no fraud, duress or undue influence.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of January A.D. 2011

My Commission Expires: 5-6-2013

Andrea Smith

(Notary seal here)

Notary Signature Here

Notary Public in and for the State of Michigan

This document prepared by, and
after recording please return to:

UNI ROYALTY GROUP, LTD.
P.O. Box 904
Parker, Colorado 80134

2011-00002579 OPR Vol: 1222 P: 338
05/20/2011 02:45:59 PM Pages: 5 OGM
Donna Wright-County Clerk, Howard County, TX