

## MINERAL AND ROYALTY CONVEYANCE

## Texas Royalty Brokers

STATE OF TEXAS

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)( KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRIMES

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1. That GWENDA B. KNOX, widow, JTWROS (Joint Tenants With Rights of Survivorship) (husband Emmitt L. Knox, deceased), P O Box 1077, Lockhart, Texas 78644 hereinafter referred to as **GRANTOR** (whether one or more), for One Hundred Dollars (\$100.00) and other valuable consideration paid by AST SERVICES, INC., P.O. BOX 2159, GRANBURY, TEXAS 76408 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 casinghead gas and gasoline in, on and under, and that may be produced from, the following lands (the "Lands") in GRIMES County, STATE OF TEXAS, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEROF FOR ALL INTENT AND PURPOSES.

It being the intent of Grantor to convey unto Grantee, any and all of Grantor's right, title and interest, and individually and/or as successor, in and to any and all mineral, royalty and overriding royalty property of any kind (without limitation), located within the lateral boundaries of the lands referenced herein, whether correctly described or not:

2. The "Lands" subject to this conveyance also include all strips, gores, roadways, water bottoms, and other lands adjacent to or contiguous with the lands specifically described above and owned or claimed by Grantor. 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 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 interest 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 the date of this conveyance (including all such production in any tank, truck, rail car, or pipeline; (iv) all liens and security interest 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.
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 attorney's 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 TEXAS; the plural includes the singular, and vice versa; each gender includes the others; and references to "Grantor" includes "Grantors, or any of them".

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6. 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 the 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.

Witness the following signatures, this 28<sup>th</sup> day of April, 2014

WITNESSES:

GRANTOR

Francisco Dominguez Hernandez

x

Gwendia B. Knox

Francisco Dominguez Hernandez

Gwendia B. Knox

STATE OF TEXAS

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ACKNOWLEDGEMENT

COUNTY OF

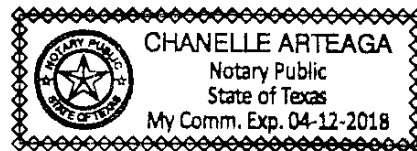
BEFORE ME, the undersigned authority, on this day personally appeared Gwendia Brookshire Knox, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she, being informed of the contents of same, executed the foregoing instrument for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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28<sup>th</sup> day of April A.D., 2014.

Chanelle Arteaga

Notary Public in and for the State of Texas

My Commission Expires: 12<sup>th</sup> April, 2018



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## EXHIBIT "A"

**EXHIBIT "A" ATTACHED TO AND MADE A PART OF that certain Mineral Deed dated the 28 day of APRIL, 2014, from GWENDAB. KNOX, widow GRANTOR, to AST SERVICES, INC., GRANTEE:**

**All that certain tract or parcel of land lying and being situated in Grimes County, Texas, and out of the J.W. Stoddard League, and being part of the three 25-acre tracts as described in a deed from J.W. Norwood to Jacob N. Grissett and recorded in Vol.164, page 365 of the Deed Records of Grimes County, Texas;**

**BEGINNING at the S W corner of the most westerly 25 acre tract as deeded to said Jacob N. Grissett by J. W. Norwood and said beginning point being on the south line of the R. H. Day 200 acre tract bought from Susan Boone, a stake for corner;**

**THENCE N 20 E along the west line of said 25 acre tract and along the center of a public road, 316 vrs to a stake for corner, from which a P. O. 6 inches in dia mkd X brs N 80 - 1/4 W, 10 vrs and an Elm 5 inches in dia mkd X brs S 71-3/4 W 13.5 vrs;**

**THENCE S 70 E 754 vrs to a stake for corner on the west line of the Louis Neal Survey, from which a P.O. 12 inches in dia mkd X bears N 60 E 5.6 vrs and an Elm 5 inches in dia mkd X brs N 59 W 8.2 vrs;**

**THENCE S 20 W along the west line of said Louis Neal Survey, 320 vrs. to a stake for corner from which a P. O. 12 inches in dia mkd X brs S 86 E 1.9 vrs;**

**THENCE N 69-3/4 W along the south line of said three 25 acre tracts, 754 vrs to the Place of Beginning, containing 42.4 acres, more or less. Being the same tract of land described in deed from Maggie Barnes, et vir to Jacob N. Grissett, of record in Volume 220, page 338 of the Deed Records of Grimes County, Texas:**

**Notwithstanding anything to the contrary herein contained, it is the intention of the Grantor herein to convey to the Grantee herein, and Grantor does hereby grant, bargain, sell, convey and warrant unto Grantee AN UNDIVIDED 42.4 NET MINERAL ACRES in, on or under the herein described lands.**

David Foster, Grimes County Clerk  
Grimes County

as stamped hereon by me.  
Apr 29, 2014

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

COUNTY OF GRIMES

Document Number: 00263932  
Amount: 28.00  
Receipt Number - 70147  
By: Barbara Kimich

Filed for Record in:  
Grimes County  
On: Apr 29, 2014 at 09:07A  
As a RECORDING