

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 OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER AND/OR YOUR DRIVER'S LICENSE NUMBER

THIS AGREEMENT made this 19th day of January, 2010, between, **Brian Mackay**, Lessor (whether one or more), whose address is: 2955 Alouette Apt #712, Grand Prairie, Texas, 75052 and **COMMON RESOURCES, LLC**, Lessee, whose address is 34011 Dobbins-Hufsmith Rd, Magnolia, Texas 77354.

WITNESSETH:

1. Lessor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Jefferson, State of Texas and is described as follows:

747.80 acres of land, more or less, being 188.0 acres of land in the Emil Wieting Survey, A-1213, Section No 6; 192.0 acres of land in the H.T.&B.R.R. Co. Survey A-248, Section No. 7; 181.70 acres of land in the B.S.&F. Survey, A-101, Section No. 11; and 186.10 acres of land in the T.J. West Survey, A-1058, Section No. 24 and being the same land described as Second Tract awarded to the heirs of Neva Martin Booth in that certain Partition Deed dated September, 1934, recorded in Volume 14, Page 524 of the Deed Records of McMullen County, Texas, the reference to which is hereby made for all purposes.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **747.80 acres**, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **three (3) years** from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal **22.0% (percent)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such **22.0% (percent)** of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear **22.0% (percent)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by **22.0% (percent)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **22.0% (percent)** of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **PAID DIRECTLY TO LESSOR AT LESSOR'S ADDRESS SHOWN ABOVE** or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same; lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessors water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

Attached to and made part of that certain Oil, Gas, and Mineral Lease dated January 19th, 2010, by and between, **BRIAN MACKAY** as Lessor and **COMMON RESOURCES, LLC**, as Lessee.

12. In the event of a conflict or inconsistency between the printed terms of this lease and the typed terms of this lease, the typed terms shall control.

13. Lessee agrees to fence all pits dug on said land in connection with any of its operations thereon and promptly after cessation of such operations further agrees that as soon as practicable after cessation of any operations thereon, Lessee shall level all dumps and fill all pits used in connection with such operations, remove all debris and put the surface of the land in substantially the same condition, as is practicable, as it was before the commencement of such operations, including the removal of caliche, gravel or other imported road material, if requested by Lessor.

14. Notwithstanding any provision in the lease to the contrary, if a part of the leased premises is pooled or unitized with other land so as to form a pooled unit or units, operations on, completion of a well upon or production from such unit or units will not maintain this lease in force as to any land not included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units by any manner provided for elsewhere herein.

15. Notwithstanding anything herein to the contrary, if at the end of the primary term, or any extensions thereof, a portion or portions of the leased premises is pooled or unitized with other lands, lease or leases, so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to that portion of the leased premises not included in such unit or units. This lease may be maintained in force as to any portion of the leased premises conveyed hereby and not included in such unit or units in any manner provided for herein; provided, however, if at the end of the primary term or after the expiration of the primary term, Lessee is then engaged in drilling or reworking operations on the non-unitized portion of the leased premises or on acreage pooled therewith, or if Lessee has completed a well as a producer or a dry hole anywhere on the leased premises or lands pooled therewith within ninety (90) days prior to the expiration of the primary term, this lease shall remain in full force and effect as to all non-unitized acreage so long as Lessee commences drilling operations on the non-unitized portion of the leased premises or on acreage pooled therewith ninety (90) days of the completion of such well as a producer or a dry hole and conducts continuous operations thereon with no cessation of longer than ninety (90) days between the completion of drilling or reworking operations on a well and the commencement of such operations for the next succeeding well.

16. Notwithstanding anything in this lease to the contrary, royalty on oil, and gas shall be twenty two percent (22.0%) of the oil and gas produced and saved under the terms of this lease, and wherever in this lease the fraction one-eighth (1/8th) appears, if at all, the same shall be deemed to read twenty two percent (22.0%).

17. In the event a portion of the land hereby leased is pooled or unitized with other lands so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units and only those depths from the surface down to One Hundred (100) feet below the stratigraphic equivalent of base of the deepest producing formation included in such unit.

18. It is understood and agreed that this lease is limited to oil, gas and other hydrocarbons and substances normally associated with the production of oil and gas. Minerals not covered by this lease include (but are not limited to) sand, clay, gravel, iron ore, sulphur, coal lignite and uranium.

19. Notwithstanding anything in this lease to the contrary, the shut-in royalty to be paid shall be ten (\$10.00) dollars per net mineral acre, per year, for each acre of land then covered hereby. The payment of shut-in royalty hereunder shall maintain this lease for a period of not more than three years after the commencement of shut-in royalty payments, and at the end of such three year period this lease shall terminate unless such gas is being produced and marketed by pipeline connections, subject to any and all governmental regulations.

20. For the consideration paid herein, Lessee is also granted the option to renew this lease under the same provisions for a second term of two (2) years from the end of the initial primary term hereof, and as long thereafter as oil or gas is produced from said land or land pooled therewith. Lessee may exercise this option by paying or tendering to the Lessor or Lessor's credit in the depository named in this lease, the sum of \$250.00 per net mineral acre covered by this lease on or before the expiration of the initial three (3) year primary term hereof; which payment when made shall constitute the entire payment due for the second primary term of two (2) years.

21. Lessee shall indemnify and hold harmless lessor, and lessor's representatives, successors and assigns from and against any and all liabilities, claims, losses and demands for damage to property, personal injury or death, and expenses, including reasonable attorney's fees, expert fees and court costs, arising directly or indirectly from actions, inactions or occupancy of the lease premises or lands pooled therewith of and by lessee or its assigns or the agents, employees, contractors or invitees or either of them.

SIGNED FOR IDENTIFICATION


BRIAN MACKAY

FILED FOR RECORD 2-3-10 AT 10:10 O'CLOCK AM.
AND DULY RECORDED 2-3-10 AT 2:00 O'CLOCK PM.
BY Carolyn Love DEPUTY DORAIRENE GARZA, CLERK
MCMULLEN CO. TX

Mrs. Katie Holland Martin. Subject to said reserved estate to be so held in common,

FIRST. The said Henry R. Martin shall from henceforth have, hold, possess and enjoy, in severalty, by himself, as his separate estate of inheritance, and to him and his heirs and assigns, for his part, share and portion of said lands and premises, all that tract or parcel of land situated in McMullen County, Texas, known and described as Tract No. 1, particularly described as follows:

Being 954 acres of land out of the H.H. Martin Estate Ranch, located on the Nueces River and known as subdivision No. 1a and being 264 acres of land out of Survey No. 5, H.T. & B. R.R. Co., Abstract No. 247, Cert. No. 5/34, 448 acres out of Survey No. 6, Emil Weiting, Abstract No. 1213, Cert. No. 5/34 and 242 acres out of Survey No. 11, B.S. & F., Ab. No. 101, Cert. No. 1122, described by metes and bounds as follows:

Beginning at the Northwest corner of Survey No. 211, Wm. Oneill, from which the original witness trees marked X bears South 78° West 58 varas, and another mesquite tree marked X bears South 78° West 58 varas; and another mesquite tree marked X bears North 49° West 68 varas;

Thence West 6100 feet to a stake set in the division line of the East and West one-half of Section No. 11 B.S. & F. the Southwest corner of this Tract No. 1;

Thence North with the division line of the said East and West one-half of Section No. 11 B.S. & F. at 3513 feet to a stake in the North line of Section No. 11 B.S. & F.;

Thence East with the North line of Section No. 11 B.S. & F. at 3000 feet passed the Northeast corner of Section No. 11 and the North west corner of Section 6, Emil Weiting, and at 8553 feet in all to the Northeast corner of Section No. 6, Emil Weiting, a fence corner;

Thence North with the fence at 1112 feet to a fence corner;

Thence East with fence at 3258 feet to fence corner on the East line of Section No. 5, H.T. & B.R.R. Co.

Thence with fence line South 0-15 feet west 2519 feet to a fence corner on the North line of the Geo. Ross Survey No. 210;

Thence with fence line North 89° 30' West 1681 feet to a fence corner the Northwest corner of the Geo. Ross Survey No. 10-

Thence with fence line South 0-30' West at 2156 feet to a fence corner the Northeast corner of the Wm. O'Neill Survey No. 211;

Thence with fence line the North line of the Wm. O'Neill North 89° 30' West at 4017 feet to the place of beginning.

And subject to said reserved mineral estate to be held in common as set out in Paragraph A hereof, the other parties hereto do grant, release and confirm unto the said Henry S. Martin as his separate estate and for his sole and separate use and benefit, the premises above described; to have and to hold the above described premises, with all and singular the hereditaments and appurtenances thereto belonging, unto the said Henry R. Martin, as his separate estate and for his sole and separate use and benefit, unto him, his heirs and assigns forever.

Second. The said M.H. Booth, Mrs. Mattie Lee Kelsey, Mrs. Kathryn Booth Snell, Miss Olive Booth, E.J.W. Booth Jr., and Mrs. Minerva Booth Fursch, being all the heirs of Mrs. Neva Martin Booth, deceased, shall from henceforth have, hold, possess and enjoy in severalty by themselves, as their joint separate estate of inheritance, and to them and their assigns for their part, share and portion of the said lands and premises, all that tract or parcel of land situated in McMullen County, Texas, known and described as Tract No. 2, particularly described as follows:

Being 748 acres of land out of the M.H. Martin Estate Ranch located on the Nueces River and known as Subdivision No. 2, and being 188 acres of land out of Survey No. 6 Emil Weiting, Ab. No. 1213, Cert. No. 5/34, 192 acres of land out of HT & B RR Co. Survey No. 7, Ab. No. 248, Cert. No. 5/50, 186.1 acres out of Survey No. 24, T.J. West, Ab. No. 1058, Cert. No. 1128, and 181.7 acres out

of Survey No.11,B.S.&.F., sb.No.101,Certificate No.1122;

Beginning at a fence corner of the Northwest corner of the Wm.O'Neill Survey No.211 from which the original witness tree marked X bears South 78° West 58 Varas and another mesquite tree marked X bears North 48° West 68 Varas;

Thence with the West fence line of the Wm.O'Neill Survey No.211 South at 5341.4 feet to a stake set in fence for the South East corner of this Tract No.2;

Thence West at 6100 feet to a stake set for the Southwest corner of this Tract No.2;

Thence North at 5341.4 feet to a stake the Southwest corner of Tract No.1, and the Northwest corner of this Tract No.2;

Thence East with the South line of Tract No.1 at 6100 feet to the place of beginning. And subject to said reserved mineral estate to be held in common as set out in Paragraph A hereof, the other parties hereto do grant,release and confirm unto the said heirs of the said Neva Martin Booth hereinabove set out, as their separate estate for their use and benefit the premises above described.

To have and to hold the above described premises, with all and singular the hereditaments and appurtenances thereto belonging, unto said heirs of Neva Martin Booth, as their joint separate estate and for their use and benefit jointly, unto them, their heirs and assigns forever. THIRD. The said Matt H. Martin shall from henceforth have, hold possess and enjoy in severalty, by himself as his separate estate of inheritance, and to him, his heirs and assigns, for his part, share and portion of the said lands and premises, all that tract or parcel of land situated in McMullen County, Texas, known and described as Tract No.3, particularly described as follows:

Being 616 acres of land out of the M.H. Martin Estate Ranch located on the Nueces River and known as Subdivision No.3, and being 192.5 acres out of Section No.7, H.T.&.B.R.R.Co.Ab. No. 248, Cert.No.5/50, 207.5 acres out of Section No.8, T.J. West, Ab.No.1057, Cert.No.5/50, 104 acres out of Section No.24, T.J. West, Ab.No.1058, Cert.No.1128; and 112 acres out of Sec.No. 30, Abs.No.1057, Cert.No.1130.

Beginning at a stake set in the West fence line of the Wm.O'Neill Survey No.211 and being 5341.4 feet South from the Northwest corner of the said Wm.O'Neill Survey also the Southeast corner of Tract No.2 of the M.H. Martin Ranch Subdivision;

Thence South with the West fence line of the Wm.O'Neill Survey at 5619.7 feet set a stake in fence line for the Southeast corner of this Tract No.3;

Thence West at 4774.8 feet set a stake for the Southwest corner of this Tract No.3;

Thence North at 5619.7 feet to a stake set for the Northwest corner of this Tract No.3 and the Southwest corner of Tract No.2;

Thence East with the South line of Tract No.2 at 4774.8 feet to the place of beginning. And subject to said reserved mineral estate to be held in common as set out in Paragraph A hereof the other parties hereto do grant, release and confirm unto the said Matt H. Martin as his separate estate and for his sole and separate use and benefit the premises above described; to have and to hold the above described premises, with all and singular the hereditaments and appurtenances thereto belonging unto the said Matt H. Martin, as his separate estate and for his sole and separate use and benefit, unto him and his heirs and assigns forever.

FOURTH. And subject to said reserved mineral estate to be held in common as set out in Paragraph A hereof as to Parcel No.1, but in fee and not subject to any reserved estate as to Parcels Nos.2 and 3 the said Miss Jennie M. Martin, a femme sole, shall from henceforth have, hold, possess and enjoy in severalty, by herself, as her separate estate of inheritance, and to her and her heirs and assigns, for her part, share and portion of the said lands and premises, all that tract or parcel of land situated in McMullen County, Texas, known as

Tract No.4, particularly described as follows:

Parcel No.1. Being 746 acres of land out of the H.H. Martin estate ranch located on the Nueces River and known as Subdivision No.4, and being 456 acres out of Section No.24, Abstract No.1058, Certificate No.1128, T.J.West, and 290 acres out of Section No.30, T.J.West, Abstract No.1059, Certificate No.1130;

Beginning at a fence corner post where the West fence line of the M.H.Martin Ranch intersects the South line of the W.A.Lowe Ranch, and being the supposed Northwest corner of Section No.24, T.J.West;

Thence East 3010 feet along the South line of Section No.11 B.S.& F. to a post the Southwest corner of the East one half of Section No.11 B.S.&F., and the Southeast corner of the West one half of said Section No.11;

Thence South with the West line of Tract No.2 at 2702.4 feet the South-west corner of Tract No.2;

Thence East with the South line of Tract No.2 at 1325.2 feet to a stake the Northwest corner of Tract No.3;

Thence South with the West line of Tract No.3 at 5619.7 feet to the South-west corner of Tract No.3 and the Southeast corner of this Tract No.4;

Thence West at 4335.2 feet to a stake in the West fence line of the M.H.Martin Ranch and Southwest corner of this Tract No.4;

Thence North with the West fence line of the M.H.Martin Ranch at 8322.1 feet to the place of beginning.

Parcel No.2: (Not subject to said reserved estate but in fee). 100 acres out of the Northwest corner of the Prosper Mangel Survey No.28, in McMullen County, Texas.

Parcel No.3. (Not subject to said reserved estate but in fee).

Lots Nos.13 and 14 out of Block No.40 in the town of Fowlerton, in McMullen County, Texas.

And subject to said reserved mineral estate as to Parcel No.1, but in fee and not subject to any reserved estate whatever as to Parcels Nos. 2 and 3, the other parties hereto do grant, release and confirm unto the said Miss Jennie M.Martin, as her separate estate and for her sole and separate use and benefit, the premises above described; to have and to hold the above described premises, with all and singular the hereditaments and appurtenances thereto belonging, unto the said Miss Jennie M.Martin, as her separate estate and for her sole and separate use and benefit, unto her, her heirs and assigns forever.

And subject to said reserved mineral estate, to be held in common as set out in Paragraph A hereof.

FIFTH. The said Mrs.Fannie Kate Shannon, a femme sole, shall from henceforth have, hold, possess and enjoy in severalty, by herself and as her separate estate of inheritance, and to her and her heirs and assigns, for her part, share and portion of the said lands and premises, all that tract or parcel of land situated in McMullen County, Texas, known as Tract No.Five, particularly described as follows :

Being 588 acres of land out of the M.H.Martin Estate Ranch located on the Nueces River, and known as Tract or Subdivision No.5, and being 110 acres out of Section No.10, Mose McClain, Ab.No.706, Cert.No. 5/18, 182 acres out of Section No.9, H T & B R R Co., Abst.No.244 Cert. No. 5/115, 39 acres out of Survey No.213, Daniel Estep, Ab. No.185, Cert.No.4404, and 257 acres out of Section No.30, T.J.West, Ab.No.1059, Cert.No.1130;

Beginning at a stake in the West fence line of the M.H.Martin Ranch, same being the Northeast corner of this Tract No.5; also the Southwest corner of Tract No.4, and being 8322.1 feet south from the Northwest corner post of the M.H.Martin Ranch;

Thence East with the South line of Tract No.4 at 4485 feet set a stake in the South line

SEVENTH. The said Don Martin shall from henceforth have, hold, possess and enjoy in severalty, by himself as his separate estate of inheritance, expressly subject, however, to said reserved mineral estate as set out in Paragraph A hereof; and to him and his heirs and assigns, for his part, share and portion of the said lands and premises, all that tract or parcel of land situated in McMullen County, Texas, known as Tract No. 7, particularly described as follows: Being 300 acres of land out of the M.H. Martin Estate Ranch located on the Nueces River and known as Tract No. 7, and being 281 acres out of Survey No. 213, Daniel Estep, Ab. No. 185,

Beginning at a stake set in the West line of the Wm. O'Neill Survey No. 211, and being 10961 feet South from the Northwest corner of said Survey No. 211; Thence South with the West line of the Wm. O'Neill No. 211 at 5536 feet set a stake under fence for the Southeast corner of this Tract No. 6; thence West at 4625 feet to a stake the Southeast corner of Tract No. 5 and the Southwest corner of this Tract; Thence North with the East line of Tract No. 5 at 5536 feet to a stake the Northeast corner of Tract No. 5 and the Northwest corner of this Tract No. 6; Thence East with the South line of Tract No. 3 at 4625 feet to the place of beginning.

And subject to said reserved mineral estate as set out in Paragraph A hereof, the other parties hereto do grant, release and confirm unto the said Chester Martin, as his separate estate and for his sole and separate use and benefit, the premises above described, with all and singular the hereditaments and appurtenances thereto belonging, unto the said Chester Martin as his separate estate and for his sole and separate use and benefit, unto him his heirs and assigns forever.

SIXTH. And subject to said reserved mineral estate as set out in Paragraph A hereof, the said Chester Martin shall from henceforth have, hold, possess and enjoy in severalty, by himself, as his separate estate of inheritance, and to him and his heirs and assigns, for his part, share and portion of said lands and premises, all that tract or parcel of land situated in McMullen County, Texas, known as Tract No. 6, particularly described as follows: Being 588 acres of land out of the M.H. Martin Estate Ranch located on the Nueces River and known as Subdivision No. 6 and being 177.7 acres out of Section No. 8, H T & B R Co., Ab. No. 1057, Cert. No. 5/50, T. J. West, 67.3 acres out of the E. Malone Survey No. 212, Ab. No. 318 Cert. No. 212; 286 acres out of Section No. 9, H T & B R Co., Ab. No. 244, Cert. No. 5/115, and 87 acres out of Section No. 30, T. J. West, Ab. No. 1059, Cert. No. 1130;

And the other parties hereto do grant, release and confirm unto the said Mrs. Fannie Kate Shannon, a femme sole, as her separate estate, and for her sole and separate use and benefit, however to said reserved mineral estate to be held in common as set out in Paragraph A hereof the premises above described; to have and to hold the above described premises, with all and singular the hereditaments and appurtenances thereto belonging, unto the said Mrs. Fannie Kate Shannon, a femme sole, as her separate estate and for her sole and separate use and benefit, unto her, her heirs and assigns forever.

Thence North at 2493.9 feet to the place of beginning.
Thence North 31° East with fence line at 1586 feet corner in fence;
Thence North 44° 30' West at 2400 feet to a stake set in the West fence line of the said Stake is North 44° 30' West 19 feet from the Northwest corner of the Daniel Estep Survey No. 213;
Thence West at 3590 feet set a stake for the Southwest corner of this Tract No. 5;
Thence South 5536 feet to a stake set for the Southeast corner of this Tract No. 5;
of Tract No. 3, and 150.2 feet east from the Southwest corner of Tract No. 3;

Cert.No. 4404, 10 acres out of Section No.9, H&B R R Co., Ab.No.244,Cert.No.5/115, and 9 acres out of Survey No.212,E.Malone,Ab.No.318, Cert.No.212;

Beginning at a stake set on the North Bank of the Nueces River for the Southwest corner of the Daniel Estep Survey No.213;

Thence North 44°30' West with the West line of Daniel Estep Sur. at 7158 feet passed the Northeast corner of said Estep Survey, and at 7177 feet in all to a stake set for the Southwest corner of Tract No. 5 on the Northwest corner of this Tract No.7;

Thence East at 2938 feet set a stake in the South line of Tract No. 5 for the Northeast corner of this Tract No.17;

Thence South 42° East at 5753 feet to the North bank of the Nueces River for the Southeast corner of this survey;

Thence up the Nueces River as follows: South 57 West 585 feet South 68°15' West 1400 feet to the place of beginning.

And subject to said reserved mineral estate as set out in paragraph A hereof, the other parties hereto do grant, release and confirm unto the said Don Martin, as his separate estate and for his sole and separate use and benefit the premises above described; to have and to hold the above described premises, with all and singular the hereditaments and appurtenances thereto belonging, unto the said Don Martin, as his separate estate and for his sole and separate use and benefit, unto him, his heirs and assigns forever.

EIGHTH. And Subject to said reserved mineral estate to be so held in common as set out in Paragraph A hereof, the said Mrs. Ollie McAda shall from henceforth have, hold, possess and enjoy in severalty, by herself, as her separate estate of inheritance, and to her and her heirs and assigns, for her part, share and portion of said lands and premises, all that tract or parcel of land situated in McMullen County, Texas, known as Tract No.8, particularly described as follows:

Being 300 acres of land out of the M.H. Martin estate Ranch located on the Nueces River and known as Subdivision No.8 and being 247.5 acres out of the E. Malone Survey No.212, Ab.No. 318, Cert.No.212, and 52.5 acres out of Sec.No.9, H T & B R R Co. Ab.No.244, Cert.No.5/115.

Beginning at a stake set on the North bank of the Nueces River for the Southeast corner of the E. Malone Survey No.212, and the Southwest corner of the Wm.O'Neill Survey No.211, and also the Southeast corner of this Tract No.8,

Thence up the Nueces River with the following meanders, to wit:

South 40° West 232 feet, North 85° West 253 feet, South 38° West 393 feet; South 23° West 237 feet, South 39° West 384 feet, South 49° 30' West, 214 feet, South 39° West 131 feet and South 57° West 267 feet, to a stake set for the Southeast corner of the Daniel Estep Survey No. ²¹³~~212~~, and the Southwest corner of the E. Malone Sur.No.212;

Thence North 42° West with the East line of Tract No.7 at 5753 feet to a stake set for the Northeast corner of Tract No.7, and the Northwest corner of this Tract No.8;

Thence East with the South line of Tracts Nos. 5 and 6 at 5290 feet to a stake the Southeast corner of Tract No. 6, and the Northeast corner of this Tract No.8;

Thence South with the East line of this Survey and the West line of the Wm.O'Neill Survey No.211 at 2882 feet to the place of beginning.

And subject to said reserved mineral estate as set out in Paragraph A hereof, the other parties hereto do grant, release and confirm unto the said Mrs. Ollie McAda, as her separate estate and for her sole and separate use and benefit, the premises above described; to have and to hold the same with all and singular the rights, hereditaments and appurtenances thereto belonging, unto the said Mrs. Ollie McAda, as her separate estate and for her sole and separate