NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MINERAL AND ROYALTY CONVEYANCE

STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF KARNES)

That SUSAN RZEPPA REDPATH, whose address is 204 N. Avenue 49, Los Angeles, CA 90042 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, CONVEYED, ASSIGNED and DELIVERED and does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to FRANK HOBART STEPHENS, whose address is 5511 Parkcrest Drive, Suite 105, Austin Texas (hereinafter referred to as "Grantee"), his heirs or successors and assigns, forever, subject to the matters stated below, ALL OF GRANTOR'S RIGHTS, TITLES, CLAIMS AND INTERESTS, OF ANY AND EVERY KIND, NATURE AND/OR CHARACTER, IN AND TO ALL OF THE FOLLOWING:

1. All of the oil, gas and other minerals, in, on and under, and that may be produced, saved, sold and/or marketed from any and all "Lands" located within the lateral boundaries of

FIRST TRACT: Being out of and a part of the George Rounds original survey in said County and State and containing 55.38 acres, and being Subdivision No. 3 of the Subdivisions of the C. W. and Rachel Randolph lands, as shown on the map or plat made by T. Phelps, County Surveyor of Karnes County, Texas, on May 9th.,1913, which said map or plat is recorded in Vol. 46, page 370 of the Deed Records of Karnes County, Texas, to which map and plat and the record thereof reference is here made for all purposes; said tract being described by metes and bounds as follows:

BEGINNING at a stake set in the N.W. line of Subdivision No. 1 of the Subdivisions of the C. W. and Rachel Randolph tract of land, and South corner of Subdivision No. 2.

THENCE North 30 Deg. W. with division line of Nos. 2, and 3, Six Hundred (600) varas to common corner of said Nos. 2 and 3, and in the N.W. line of said Randolph tract.

THENCE S. 60 W. 521-1/4 varas for the West corner of this tract and North corner of Subdivision No. 4.

THENCE South 30 Deg. E. with N.E. line of Subdivision No. 4, Six Hundred (600) varas a stake for corner of this survey, also a corner of Subdivision No. 5.

THENCE N. 63 E. with line of No. 5 and No. 1, to the place of beginning. Being the same tract of land conveyed by C. W. Randolph and Rachel M. Randolph to C. W. Rzeppa by deed

dated September 23rd., 1913, recorded in Vol. 47, page 21-22 of the Deed Records of Karnes County, Texas, here referred to for all purposes.

SECOND TRACT: Being out of and a part of the George Rounds original survey in Karnes County, Texas, and being situated on Rhymes Creek, about fifteen miles North of Karnes City, and containing 55.38 acres of land, and being Subdivision No. 7 of the Subdivisions of the C. W. and Rachel Randolph lands, as subdivided by T. Phelps, County Surveyor of Karnes County, Texas, on May 9th.,1913, as shown on the map or plat thereof made by the said T. Phelps of record in Vol. 46, page 370 of the Deed Records of Karnes County, Texas, to which map and plat and the record thereof reference is here made for all purposes; said tract being described by metes and bounds as follows:

BEGINNING at a stake set in the division line of Subdivisions Nos. 1 and 8.

THENCE S. 60 W. at 394 varas pass corner of Subdivision No. 1, at 12-1/2 varas further corner of Subdivision No. 5 and this subdivision.

THENCE S. 30 Deg. E. with N.E. line of Subdivision Nos. 5 and 6, at 728.1 varas corner in S.E. line of Randolph lands.

THENCE N. 60-1/2 E. with said line at 244 varas a corner of this tract.

THENCE S. 29 E. 37 varas another corner.

THENCE N. 61-3/4 Deg. E. 163 varas a corner of Subdivision No. 8 and corner of this survey.

THENCE N. 30 Deg. W. at 763 varas to the place of Beginnning. Being the same tract of land conveyed to S. C. Rzeppa by C. W. Randolph and Rachel M. Randolph by deed dated September 23rd., 1913, recorded in Vol. 46, pages 379-380 of the Deed Records of Karnes County, Texas, to which deed and the record thereof reference is here made for all purposes.

THIRD TRACT: Being out of the George Rounds original survey and being Subdivision No. 5 of the C. W. and Rachel Randolph tract of land, according to a map or plat thereof made by T. Phelps, County Surveyor of Karnes County, Texas; which said map or plat is recorded in Vol. 46, page 370 of the Deed Records of Karnes County, Texas reference here being made to said map or plat and the record thereof for all purposes; said tract being described by metes and bounds as follows:

BEGINNING at a stake set for South corner of Subdivision No. 3, in N.E. line of Subdivision No. 4.

THENCE N. 60 E. with S.E. line of Subdivision No. 3, at 259 varas a corner of Subdivision No. 1.

THENCE N. 30 Deg. E. 393 varas to a corner of Subdivision No. 1.

THENCE S. 60 Deg. W. at 12-1/2 varas corner of Subdivision No. 7.

THENCE S. 30 Deg. E. 343.7 varas.

THENCE S. 60 Deg. W. 579 varas a corner of Subdivision No. 6 in the S.W. line of C. W. Randolph lands.

THENCE N. 30 Deg. W. at 390 varas the South corner of Subdivision No. 4.

THENCE N. 60 Deg. E. 333-1/2 varas a corner of Subdivision No. 4.

THENCE N. 30 Deg. W. with line of Subdivision No. 4; 349 varas to the place of Beginning. Containing 55.38 acres. Being the same tract of land conveyed to C. W. Rzeppa and S. C. Rzeppa by C. W. Randolph and Rachel M. Randolph by deed dated September 23rd., 1913 of record in Vol. 46, pages 390-391 of the Deed Records of Karnes County, Texas here referred to for all purposes.

The above-described tracts of land are also fully described in a deed from C. W. Rzeppa and S. C. Rzeppa to Clarence Woodrow Rzeppa and Irma Frances Rzeppa dated December 22nd., 1948 of record in Vol. 181, pages 40-42 of the Deed Records of Karnes County, Texas, here referred to for all purposes.

reference to which instruments is here made for a more complete description of the said land, which land is hereafter referred to as the Lands, including, without limitation, all mineral interests, royalty interests, oil, gas and mineral leasehold estate interests and all other interests in the oil and gas estate of the Lands of any and every kind, nature and/or character;

2. the rights of ingress, egress and possession at all times to mine, drill, and explore the Lands for oil, gas or other minerals, and to produce, store, dehydrate, compress, treat, process, transport, market, and remove all or any of them from the Lands, and to exercise all other rights lawfully belonging thereto or pertaining;

3. each valid and subsisting oil, gas, and/or other mineral lease (the "Lease" whether one or more), if any, heretofore executed and evidenced in the public records of the above-named county, insofar as each Lease covers all or any portion of the Lands (and this instrument is made subject to each Lease, insofar as it covers all or any portion of the Lands), together with all unpaid bonuses, funds held in receivership, royalties, shut-in royalties, delay rentals paid to extend the term within which operations may be conducted on all or any portion of the Lands, and other rights, benefits and interests under each such Lease, precisely as if the Grantee herein had been at the date of making such Lease the owner of Grantor's interests in the Lands and Grantee one of the lessors therein, insofar as such Lease covers all or any portion of the Lands;

4. all royalties, revenues, payments, accounts, proceeds, suspended funds, refunds, interest on overdue payments, funds held in receivership and other things of value, if any, payable by any lessee, operator, purchaser of production, seller of production, government agency and/or tribunal or other person, entity, tribunal or party with respect to any oil, gas and/or other minerals produced from, or attributable to, all or of any portion of the Lands before, on or after the date of this instrument (including all such production currently in any tank, truck, rail car or pipeline, if any, and all liens and security interests securing the payment of such sums, if any, and all rights, claims, and causes of action of Grantor with respect to such sums, including claims for the underpayment of past royalties, if any); and

5. any and all claims, demands, suits, actions, causes of action, rights of recovery, obligations and damages, of whatsoever kind or character, known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, present or contingent, and whether arising at law or in equity, under the common law, state law, federal law, or any other law, rule, regulation, or otherwise, that are owned or claimed by the Grantor or to which Grantor is

otherwise entitled, and any proceeds, monies, income, settlements, funds held in receivership, production held, other personal properties now on hand or in the possession of any third party, bank, receiver, trustee, or pipeline company, and distributions relating thereto or which are attributable or relate to, in any form or manner, (a) the interests in the Lands conveyed hereby or (b) Grantor's prior ownership of Grantor's interests in the lands conveyed hereby or (c) oil, gas or other minerals produced from the interests in the Lands conveyed hereby or (d) oil, gas or other minerals which could have been produced from the interests in the Lands conveyed hereby and whether arising or accruing, on or after the date hereof, ALL OF THE FOREGOING MATTERS DESCRIBED IN ITEMS 1. THROUGH 5., INCLUDING THE ABOVE, BEING HERINAFTER REFERRED TO COLLECTIVELY AS THE "INTERESTS."

By execution of this instrument, Grantor authorizes and directs all persons responsible for paying and/or delivering the proceeds from the sales of production of oil, gas and/or other minerals attributable to the Interests, to commence paying and/or delivering such proceeds to Grantee in accordance with this instrument. Grantor warrants and represents to each 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 Interests and that Grantor has not heretofore conveyed the Interests to any other person. Grantor shall indemnify and hold each person and/or party responsible for paying and/or delivering proceeds from the sales of production of oil, gas and/or other minerals attributable to the Interests, and that person's or party's heirs, successors, assignees, and legal representatives harmless from and against any lawful claims to said proceeds by, through, or under Grantor, but not otherwise.

Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's agent and attorney-in-fact for executing division orders, transfer orders and all other instruments (including instruments that have a more complete legal description) as may be necessary to make fully effective this conveyance, so that he may act in Grantor's place and stead for this limited purpose only. Grantor agrees to execute, upon request by Grantee or his heirs or successors and assigns, such other and further written instruments deemed by Grantee or his heirs or successors and assigns, as being necessary, advisable or appropriate to carry out the purposes of this instrument, including, without limitation, affidavits of heirship, and those instruments necessary to vest title to the Interests to Grantee. Grantor authorizes third parties to release information concerning the Interests to Grantee prior to or after recording this instrument.

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 Interests, or any part thereof, if any, 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 interests and attorneys fees.

In this instrument, the term "other minerals" includes coal, lignite, uranium, sulfur, iron ore and every other "mineral" now or hereafter recognized as such under the laws of the State of Texas. Unless otherwise stated to the contrary herein, this instrument does not cover any interests of Grantor in the surface estate of any of the Lands.

TO HAVE AND TO HOLD the Interests, together with all and singular the rights, privileges and appurtenances thereto or anywise belonging to Grantee, his heirs, successors, administrators, executors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors, administrators, executors and assigns to Warrant and Forever defend all and singular, the Interests and rights unto the Grantee, his heirs, successors, administrators, executors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

Grantor acknowledges that Grantee has made no representations or warranties of any kind to Grantor to induce Grantor to execute this instrument other than the payment of the consideration therefor. Grantor further acknowledges that the Interests described in this instrument may be worth more than the consideration paid by Grantee, especially if current or future exploration, drilling or production activity on or near the Lands proves to be successful. If any provision of this instrument shall be held to be illegal or invalid, Grantee agrees that this instrument shall be construed and enforced as if such illegal provision had not been contained herein.

By executing and delivering this instrument to Grantee, Grantor further represents and warrants unto Grantee that Grantor understands that this instrument affects Grantor's legal rights, that Grantor has sought such legal counsel as Grantee deemed necessary to understand the purposes and significance of this instrument before executing it, that Grantor has read this entire instrument, or has had it read to Grantor, that Grantor understands and agrees to all of its terms and provisions, and that Grantor intends to enter into this transaction for the purposes and consideration expressed in this instrument.

The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of Grantor and Grantee, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this instrument is executed by the undersigned this 31st day of July, 2012.

GRANTOR Susan Rzeppa Redpath
Susan Rzeppa Redpath

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

This instrument was acknowledged before me on the 31st day of July, 2012 by Susan Rzeppa Redpath.

[AFFIX NOTARY STAMP]

MARIO CARMONA
COMM. # 1874783
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. DEC. 26, 2013

Mario Carmona
Notary Public, State of California
Notary's Name (printed) Mario Carmona
Notary's Commission Expires: 12/26/13

00113866 Bk OR Vol 1064 Pg 865

Filed for Record in:
Karnes County

On: Aug 01,2012 at 02:53P

As a:
Recording Official Record

Document Number: 00113866

Amount: 32.00

Receipt Number - 57438
By,
Nancy Hodges

STATE OF TEXAS COUNTY OF KARNES
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:
Karnes County
as stamped hereon by me.
Aug 01,2012

Carol Swize, County Clerk
Karnes County