


Prepared by and after recording return to:
Black Stone Minerals Company, L.P.
1001 Fannin, Suite 2020
Houston, Texas 77002
Attn: Randi Collins
(713) 658-0647


20130820000339020 1/26 \$207.80
Shelby Cnty Judge of Probate, AL
08/20/2013 08:09:11 AM FILED/CERT

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "Assignment") by and among **BLACK STONE NATURAL RESOURCES I, L.P.**, a Delaware limited partnership ("Assignor"), whose address is 1001 Fannin, Suite 2020, Houston, Texas 77002, and **BLACK STONE MINERALS COMPANY, L.P.**, a Delaware limited partnership ("BSMC"), whose address is 1001 Fannin, Suite 2020, Houston, Texas 77002 and **MATAGORDA B1, LP**, a Texas limited partnership ("Investor", and together with BSMC, "Assignee"), whose address is c/o Sentinel Trust Company, LBA, 2001 Kirby Drive, Suite 1200, Houston, Texas 77019, is effective at 12:02 a.m. (local time) on the 1st day of January, 2013 (said hour and day hereinafter called the "Effective Time").

Assignor for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each Assignee, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto (i) BSMC an undivided 94.333331% of the Conveyed Interests (as hereinafter defined) and (ii) Investor an undivided 5.666669 % of the Conveyed Interests (collectively, the "Subject Assets").

As used herein, the term "Conveyed Interests" shall mean all of Assignor's right, title and interest in and to the (i) Fee Assets (as hereinafter defined), and (ii) Royalty Assets (as hereinafter defined).

As used herein, the term "Fee Assets" shall mean (i) (a) all fee interests in oil, gas and other minerals in, on or under the lands described in or covered by the conveyances or other instruments described on **Exhibit A** attached hereto and made a part hereof for all purposes, and (b) all other fee interests in oil, gas and other minerals in, on or under land located in any county identified on Exhibit B attached hereto and made a part hereof for all purposes (collectively, the "Fee Interests"); (ii) all rights and interests attributable or allocable to the Fee Interests by virtue of any pooling, unitization, communitization, production sharing or similar agreement, order or declaration; (iii) all rights with respect to the use and occupancy of the surface and subsurface depths under the lands that are the subject of the Fee Interests or are pooled, unitized, communitized or otherwise consolidated therewith; (iv) all agreements and contracts, easements, rights-of-way, servitudes and other estates used or held for use in connection with the Fee Interests; (v) all oil, gas and other hydrocarbons produced from or attributable to the Fee Interests; and (vi) all personal property, whether tangible or intangible, related to or primarily used in connection with the Fee Interests.

As used herein, the term "Royalty Assets" shall mean except to the extent constituting an Associated Royalty Asset (as such term is defined in that certain Assignment and Bill of Sale dated of even date herewith, by and among Assignor, BSAPI, Inc., Black Stone Energy Company, L.L.C. and Matagorda WI, LLC) (i) all royalty interests, non-participating royalty interests, overriding royalty interests, production payment interests, net profits interests and other

similar interests in and to oil, gas and other minerals in, on or under (a) the lands covered by the leases, conveyances or other instruments described on **Exhibit A** and any lands pooled, unitized, communitized or consolidated therewith, and (b) any other lands located in any county identified on **Exhibit B** (collectively, the “Royalty Interests”); (ii) all oil and gas wells located on the lands subject to the Royalty Interests; (iii) all oil, gas and other hydrocarbons attributable or allocable to the Royalty Interests; and (iv) all personal property, whether tangible or intangible, related to or primarily used in connection with the Royalty Interests.

TO HAVE AND TO HOLD the applicable Subject Assets unto each Assignee, as applicable, and each of their respective successors and assigns forever, subject, however, to the terms and conditions of this Assignment.

Assignor warrants to each Assignee title to the Subject Assets assigned to such Assignee against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law rules that would direct the application of the laws of another jurisdiction.

All of the provisions hereof shall inure to the benefit of and be binding upon Assignor and each Assignee and their respective successors and assigns. All references herein to Assignor or any Assignee shall include their respective successors and assigns.

Assignor and each Assignee agrees to take such further actions and to execute, acknowledge and deliver all such additional instruments as may be necessary to fully and effectively carry out the purposes and intents of this Assignment.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. To facilitate recording, counterparts for recording in a particular jurisdiction may contain only the portion of **Exhibit A** setting forth descriptions or references to descriptions of the Subject Assets that are located in such jurisdiction unless prohibited by state law, in which case a complete counterpart of this Assignment will be recorded. A complete counterpart of this Assignment containing a full description of all of the Subject Assets shall be recorded in Harris County, Texas.

Each Assignee represents that it is exempt from state property transfer taxes and county transfer taxes for the real property located in the State of Michigan pursuant to Michigan Statutes Annotated §207.505(n) and §207.526(p).


Pursuant to Kansas Statutes Annotated §79-1437(e)(6), the Real Estate Sales Validation Questionnaire referenced in Kansas Statutes Annotated §79-1437(c) is not required in connection with the transfers of title contemplated hereby.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor and each Assignee on the dates reflected in their respective acknowledgments, to be effective, however, as of the Effective Time.

ASSIGNOR:

BLACK STONE NATURAL RESOURCES I, L.P.,
a Delaware limited partnership

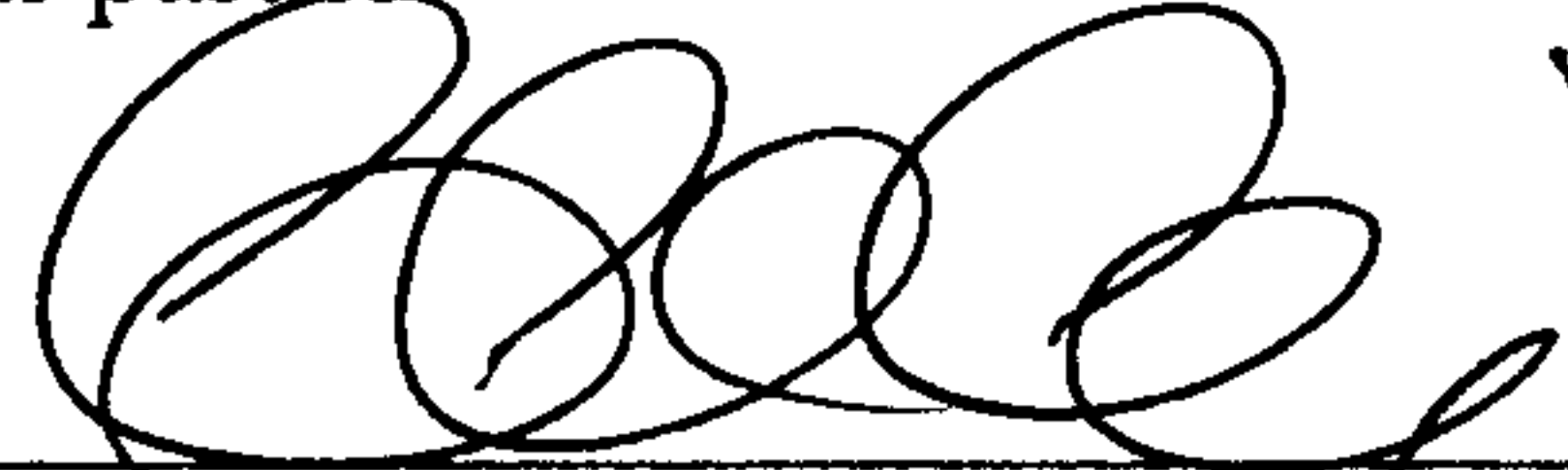
By: BSAPI GP, L.L.C.,
a Delaware limited liability company and
its general partner

By: 
G. Allen Goodling
Authorized Signatory

ASSIGNEES:

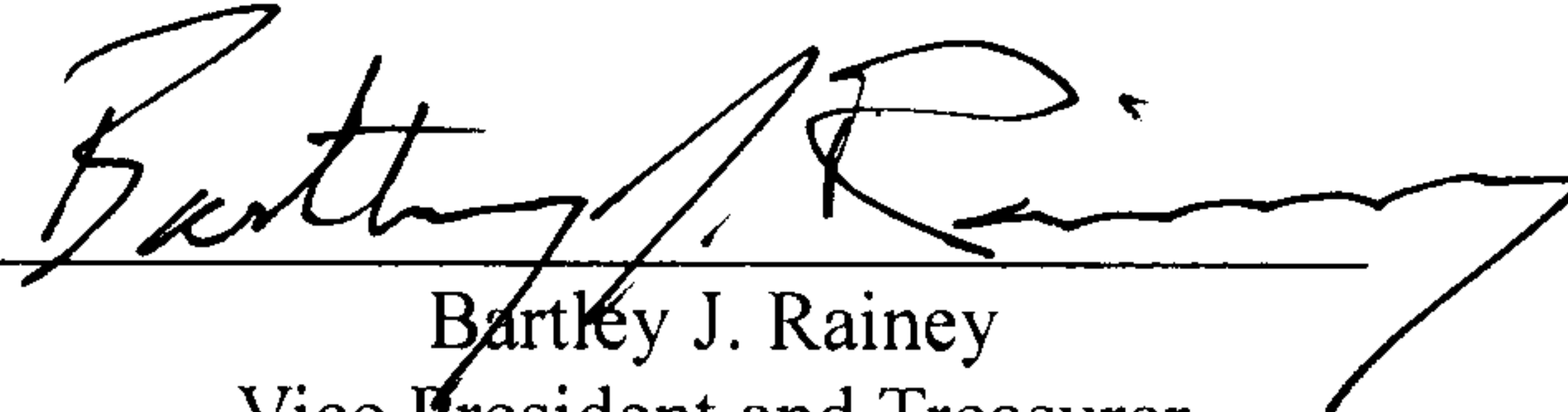
BLACK STONE MINERALS COMPANY, L.P.,
a Delaware limited partnership

By: Black Stone Natural Resources, L.L.C.,
a Delaware limited liability company and
its general partner

By: 
G. Allen Goodling
Authorized Signatory

MATAGORDA B1, LP,
a Texas limited partnership

By: Federal Royalty, LLC,
a Delaware limited liability company and
its general partner

By: 
Bartley J. Rainey
Vice President and Treasurer

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BE IT REMEMBERED, THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for Harris County, Texas, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 19th day of June, 2013, there personally appeared before me G. Allen Goodling, Authorized Signatory of BSAPI GP, L.L.C, the general partner of Black Stone Natural Resources I, L.P., and I hereby further certify as follows:

ALABAMA

I, the undersigned notary in and for the said county and state, hereby certify that G. Allen Goodling, whose name as an Authorized Signatory of BSAPI GP, L.L.C., the general partner of the above named Black Stone Natural Resources I, L.P., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said limited partnership.

ALASKA,
COLORADO,
ILLINOIS,
NEBRASKA,
UTAH AND
VIRGINIA

The foregoing instrument was acknowledged before me this 19th day of June 2013 by G. Allen Goodling, Authorized Signatory of BSAPI GP, L.L.C., the general partner of Black Stone Natural Resources I, L.P., on behalf of Black Stone Natural Resources I, L.P., a limited partnership.

ARKANSAS
AND SOUTH
DAKOTA

On this day before me, the undersigned notary, personally appeared G. Allen Goodling, who acknowledged himself to be an Authorized Signatory of BSAPI GP, L.L.C., the general partner of the above named Black Stone Natural Resources I, L.P. and that he, as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the above named Black Stone Natural Resources I, L.P. by him as Authorized Signatory of BSAPI GP, L.L.C., the general partner of Black Stone Natural Resources I, L.P.

CALIFORNIA

On this 19th day of June 2013 before me, personally appeared G. Allen Goodling, Authorized Signatory of BSAPI GP, L.L.C., the general partner of Black Stone Natural Resources I, L.P., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, said limited partnership executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

FLORIDA,
KANSAS,
MICHIGAN,
MONTANA,
NEW MEXICO,
OKLAHOMA,
TEXAS AND
WYOMING

This instrument was acknowledged before me on this 19th day of June 2013, by G. Allen Goodling, Authorized Signatory of BSAPI GP, L.L.C., the general partner of Black Stone Natural Resources I, L.P., on behalf of said limited partnership.

GEORGIA

I, the undersigned notary residing in the county and state aforesaid do certify that G. Allen Goodling, Authorized Signatory of BSAPI GP, L.L.C., the general partner of Black Stone Natural Resources I, L.P., who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord, for the purposes therein named and expressed.

LOUISIANA

On this 19th day of June 2013, before me, the undersigned authority, personally came and appeared G. Allen Goodling, Authorized Signatory of BSAPI GP, L.L.C., the general partner of Black Stone Natural Resources I, L.P., who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed on behalf of such limited partnership, and for the uses and purposes therein set forth.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the above named county and state, on this day, within my jurisdiction, the within named G. Allen Goodling who acknowledged that he is an Authorized Signatory of BSAPI GP, L.L.C., the general partner of the above named Black Stone Natural Resources I, L.P., and that for and on behalf of such limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by the limited partnership so to do.

NEW YORK

City of: Houston
County of: Harris
State of: Texas

On this day, before me, the undersigned, personally appeared G. Allen Goodling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the entity on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned.

NORTH
DAKOTA

This record was acknowledged before me on June 19, 2013, by G. Allen Goodling, Authorized Signatory of BSAPI GP, L.L.C., the general partner of Black Stone Natural Resources I, L.P., on behalf of said limited partnership.

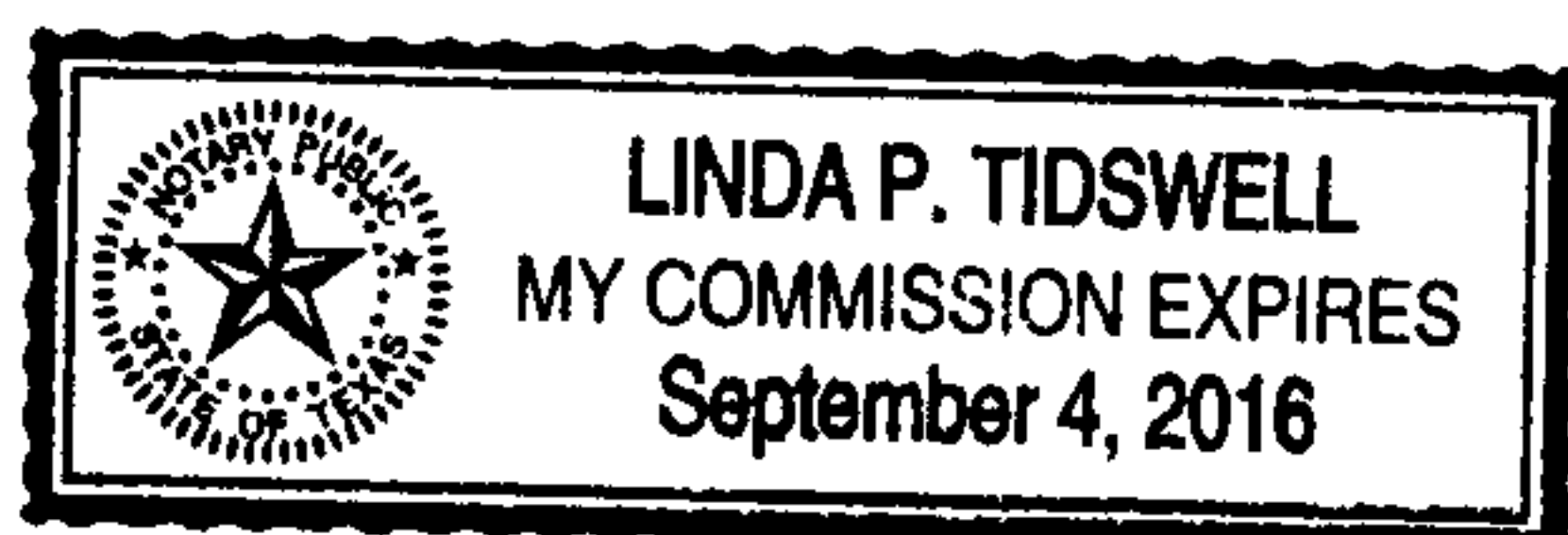
PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared G. Allen Goodling, Authorized Signatory of BSAPI GP, L.L.C., the general partner of Black Stone Natural Resources I, L.P., known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

WASHINGTON

On this 19th day of June 2013, before me personally appeared G. Allen Goodling, to me known to be an Authorized Signatory of BSAPI GP, L.L.C., the general partner of Black Stone Natural Resources I, L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the seal of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Harris County, Texas, on the day and year first above written.



Linda P. Tidswell
Notary Public in and for the State of Texas

STATE OF TEXAS

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§

COUNTY OF HARRIS

§

BE IT REMEMBERED, THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for Harris County, Texas, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 19th day of June, 2013, there personally appeared before me G. Allen Goodling, Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P., and I hereby further certify as follows:

ALABAMA

I, the undersigned notary in and for the said county and state, hereby certify that G. Allen Goodling, whose name as an Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of the above named Black Stone Minerals Company, L.P., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said limited partnership.

ALASKA,
COLORADO,
ILLINOIS,
NEBRASKA,
UTAH AND
VIRGINIA

The foregoing instrument was acknowledged before me this 19th day of June 2013 by G. Allen Goodling, Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P., on behalf of said limited partnership.

ARKANSAS AND
SOUTH DAKOTA

On this day before me, the undersigned notary, personally appeared G. Allen Goodling, who acknowledged himself to be an Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of the above named Black Stone Minerals Company, L.P. and that he, as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the above named Black Stone Minerals Company, L.P. by him as Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P.

CALIFORNIA

On this 19th day of June 2013 before me, personally appeared G. Allen Goodling, Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, said limited partnership executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

FLORIDA,
KANSAS,
MICHIGAN,
MONTANA, NEW
MEXICO,
OKLAHOMA,
TEXAS AND
WYOMING

This instrument was acknowledged before me on this 19th day of June, 2013, by G. Allen Goodling, Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P., on behalf of said limited partnership.

GEORGIA

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LOUISIANA

On this 19th day of June 2013, before me, the undersigned authority, personally came and appeared G. Allen Goodling, Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P., who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed on behalf of such limited partnership, and for the uses and purposes therein set forth.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the above named county and state, on this day, within my jurisdiction, the within named G. Allen Goodling who acknowledged that he is an Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of the above named Black Stone Minerals Company, L.P., and that for and on behalf of such limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by the limited partnership so to do.

NEW YORK

City of: Houston
County of: Harris
State of: Texas

On this day, before me, the undersigned, personally appeared G. Allen Goodling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the entity on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned.

NORTH DAKOTA

This record was acknowledged before me on June 19, 2013, by G. Allen Goodling, Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P., on behalf of said limited partnership.

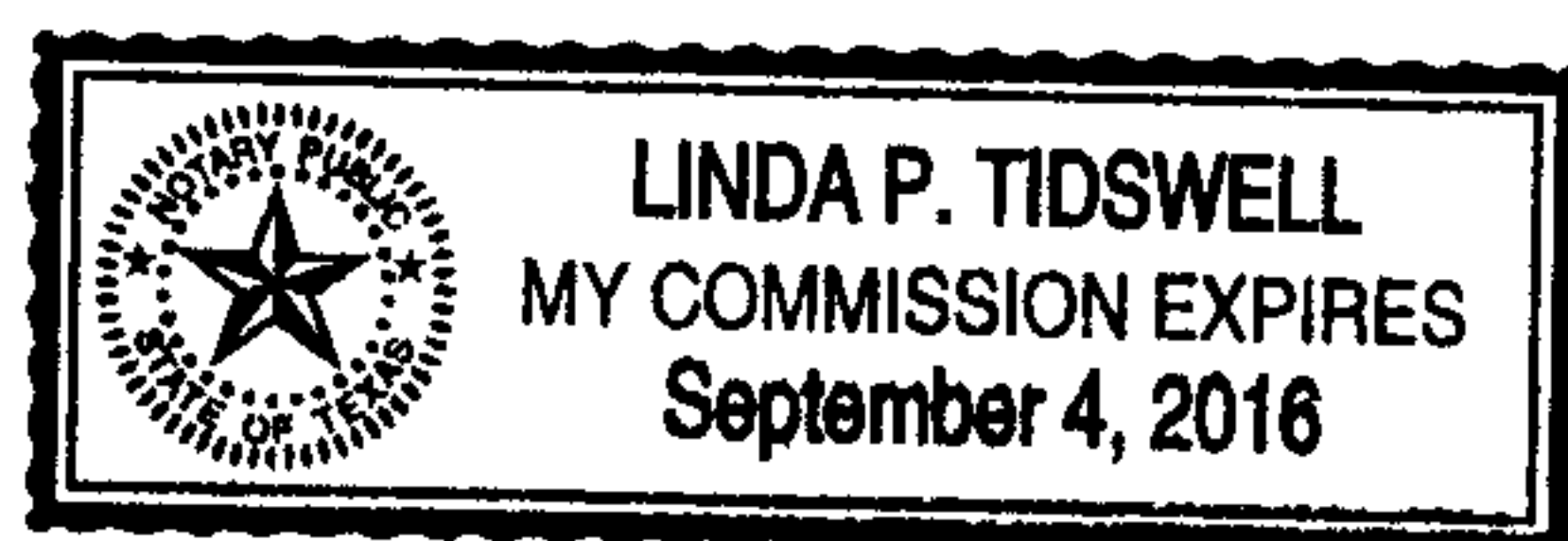
PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared G. Allen Goodling, Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P., known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

WASHINGTON

On this 19th day of June 2013, before me personally appeared G. Allen Goodling, to me known to be an Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the seal of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Harris County, Texas, on the day and year first above written.



Linda P. Tidswell
Notary Public in and for the State of Texas

STATE OF TEXAS

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§
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COUNTY OF HARRIS

BE IT REMEMBERED, THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for Harris County, Texas and being authorized in such county and state to take acknowledgments, hereby certify that, on this 19th day of June, 2013, 2013, there personally appeared before me Bartley J. Rainey, Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP, and I hereby further certify as follows:

ALABAMA

I, the undersigned notary in and for the said county and state, hereby certify that Bartley J. Rainey, whose name as the Vice President and Treasurer of Federal Royalty, LLC, the general partner of the above named Matagorda B1, LP, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President and Treasurer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

ALASKA,
COLORADO,
ILLINOIS,
NEBRASKA,
UTAH AND
VIRGINIA

The foregoing instrument was acknowledged before me this 19th day of June 2013 by Bartley J. Rainey, Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP, on behalf of Matagorda B1, LP, a limited partnership.

ARKANSAS AND
SOUTH DAKOTA

On this day before me, the undersigned notary, personally appeared Bartley J. Rainey, who acknowledged himself to be the Vice President and Treasurer of Federal Royalty, LLC, the general partner of the above named Matagorda B1, LP and that he, as such Vice President and Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the above named Matagorda B1, LP by him as Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP.

CALIFORNIA

On this 19th day of June 2013 before me, personally appeared Bartley J. Rainey, Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, said limited partnership executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

FLORIDA,
KANSAS,
MICHIGAN,
MONTANA, NEW
MEXICO,
OKLAHOMA,
TEXAS AND
WYOMING

GEORGIA

LOUISIANA

MISSISSIPPI

NEW YORK

This instrument was acknowledged before me on this 19th day of June, 2013, by Bartley J. Rainey, Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP, on behalf of said limited partnership.

I, the undersigned notary residing in the county and state aforesaid do certify that Bartley J. Rainey, Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP, who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord, for the purposes therein named and expressed.

On this 19th day of June 2013, before me, the undersigned authority, personally came and appeared Bartley J. Rainey, Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP, who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed on behalf of such limited partnership, and for the uses and purposes therein set forth.

Personally appeared before me, the undersigned authority in and for the above named county and state, on this day, within my jurisdiction, the within named Bartley J. Rainey, who acknowledged that he is the Vice President and Treasurer of Federal Royalty, LLC, the general partner of the above named Matagorda B1, LP, and that for and on behalf of such limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by the limited partnership so to do.

City of: Houston
County of: Harris
State of: Texas

On this day, before me, the undersigned, personally appeared Bartley J. Rainey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the entity on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned.

NORTH DAKOTA

This record was acknowledged before me on June 19, 2013, by Bartley J. Rainey, Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP, on behalf of said limited partnership.

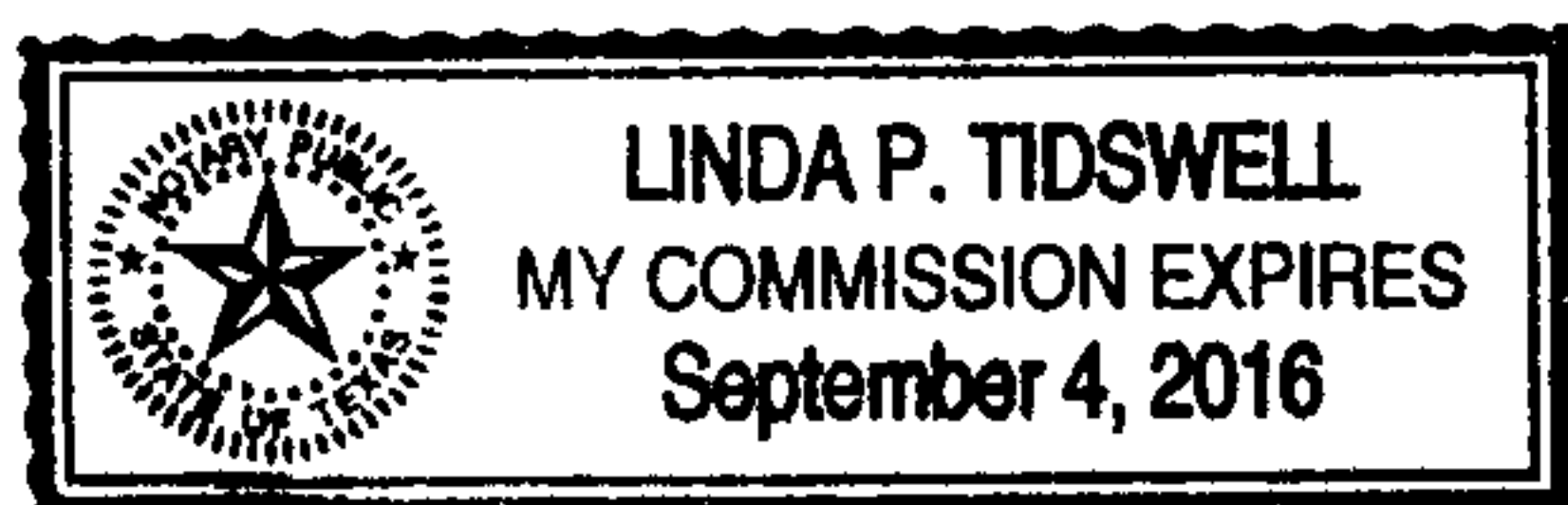
PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared Bartley J. Rainey, Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

WASHINGTON

On this 19th day of June 2013, before me personally appeared Bartley J. Rainey, to me known to be the Vice President and Treasurer of Federal Royalty, LLC, the general partner of Matagorda B1, LP, the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the seal of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Harris County, Texas, on the day and year first above written.





Notary Public in and for the State of Texas

Exhibit A
MINERAL LANDS

State: ALABAMA County: SHELBY
Description:

T18S R2E SEC 19:	SE , SESESE , SWSENE
T18S R2E SEC 20:	SENE , W2SW
T18S R2E SEC 29:	E2SW , SWSE
T18S R2E SEC 30:	NE , NESE
T20S R1W SEC 16:	E2NW , N2NE
T20S R1W SEC 25:	NENW
T20S R1E SEC 31:	NW
T20S R4W SEC 27:	SWSW
T21S R1W SEC 13:	N2SW , NW , SWSW , W2NE
T21S R1W SEC 14:	NE , NENW , W2SWSW
T21S R1W SEC 15:	NENE , SESE , W2 , W2E2
T21S R1W SEC 16:	N2NE , S2 , S2NE , S2NW
T21S R1E SEC 19:	E2W2
T21S R1W SEC 29:	NWNW
T21S R1W SEC 31:	W2NE
T21S R4W SEC 6:	NE
T21S R4W SEC 25:	NW
T21S R4W SEC 26:	SESE , SWSE

EXHIBIT A

FEE ASSETS

Agreement Number	Agreement Name	County	State	Legal Description
108722000	TOWNSHIP 17 SOUTH RANGE 1 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T017S - R001E: SEC 034 NE4 NE4, S2 NW4 NE4, S2 NE4, SE4, SE4 NW4, E2 SW4 All depths SEC 035 W2 NW4, NE4 NW4, SW4 SW4 All depths
108723000	TOWNSHIP 18 SOUTH RANGE 1 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T018S - R001E: SEC 002 W2 NE4, NW4 All depths SEC 003 NE4 NE4 All depths SEC 014 NW4 NW4 All depths 2.0 ACRE TRACT IN NW4NW4, SECTION 14 STARTING AT THE CORNER OF A YARD FENCE AT THE SOUTHEAST CORNER AND RUNNING EAST OF NORTH ALONG A PLANK FENCE TO THE DAN AVERY LOT, THENCE NORTHWEST TO THE OLD SCHOOLHOUSE LOT, THENCE WEST OF SOUTH WITH THE ROAD TO THE CORNER OF PLANK FENCE AT THE SAWDUST PILE, THENCE ALONG SAID FENCE TO THE STARTING POINT AND CONTAINING 2 ACRES, MORE OR LESS



20130820000339020 14/26 \$207.80
Shelby Cnty Judge of Probate, AL
08/20/2013 08:09:11 AM FILED/CERT

EXHIBIT A

Agreement Number	Agreement Name	County	State	Legal Description
108725000	TOWNSHIP 18 SOUTH RANGE 2 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T018S - R002E: SEC 013 E2 SE4 All depths SEC 022 SW4 SE4 All depths SEC 024 E2 NE4, SW4 NE4 All depths 5.0 ACRE TRACT IN SW4NE4, SECTION 24 BEING A TRIANGLE IN SOUTHEAST CORNER DESCRIBED AS FOLLOWS: BEGINNIUNG AT POINT ON EAST BOUNDARY LINE OF SW4NE4, 140 YDS SOUTH OF NORTHEAST CORNER, THENCE SOUTHWEST 270 YARDS TO POINT, THENCE SOUTHEAST 170 YARDS TO SOUTHEAST CORNER OF SW4NE4, THENCE NORTH TO PLACE OF BEGINNING SEC 027 NE4 NW4, W2 NE4 All depths 27.0 ACRE TRACT IN NE4NW4, SECTION 27 ON EAST SIDE
108726000	TOWNSHIP 19 SOUTH RANGE 1 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T019S - R001E: SEC 028 E2 NW4 All depths
108727000	TOWNSHIP 19 SOUTH RANGE 2 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T019S - R002E: SEC 020 N2 NE4 All depths 78.0 ACRE TRACT BEING N2NE4, SECTION 20 LESS THAT PART LYING NORTHEAST OF PUBLIC ROAD

EXHIBIT A

Agreement Number	Agreement Name	County	State	Legal Description
108728000	TOWNSHIP 0020 NORTH RANGE 0001 EAST	SHELBY	ALABAMA	US/Alabama/Shelby T - R: SEC NW4 NE4, NE4 NE4 All depths 40.0 ACRES IN NW4NE4 AND NE4NE4, SECTION 4 DESCRIBED AS FOLLOWS: START AT THE NORTHWEST CORNER OF THE NE4NE4, RUN THENCE SOUTH 440 YARDS, THENCE EAST 30 YARDS, THENCE NORTHWEST TO STARTING POINT
108730000	TOWNSHIP 20 SOUTH RANGE 1 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T020S - R001E: SEC 004 NW4 NE4, NE4 NE4 All depths 1.0 ACRE TRACT IN NE4NE4, SECTION 4 DESCRIBED AS FOLLOWS: BEGIN AT NORTHWEST CORNER OF NE4NE4, THENCE SOUTH 440 YARDS, THENCE EAST 30 YARDS, THENCE NORTHWEST TO STARTING POINT SEC 007 E2 NE4 SW4, SE4 SW4 All depths SEC 018 E2 NW4 All depths

EXHIBIT A

Agreement Number	Agreement Name	County	State	Legal Description
108732000	TOWNSHIP 20 SOUTH RANGE 1 WEST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T020S - R001W: SEC 010 S2 SW4 All depths SEC 015 E2 NW4, NW4 NW4, E2 SE4 SE4 All depths SEC 022 NE4 NE4 All depths
108733000	TOWNSHIP 20 SOUTH RANGE 2 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T020S - R002E: SEC 001 SE4 NW4, SW4 SW4, E2 SW4 All depths 155.93 ACRE TRACT IN SE4NW4, SW4SW4, AND E2SW4, SECTION 1 SEC 019 W2 NW4 NE4, S2 NE4 All depths SEC 020 NW4, NE4 SW4, SW4 SW4, NW4 SW4 Exception: LESS 3.0 ACRE TRACT IN NW4, SECTION 20 NEAR SOUTHEAST CORNER, LYING EAST OF YELLOW LEAF CREEK All depths 40.0 ACRE TRACT IN NE4SW4 AND SW4SW4, SECTION 20 LYING WEST OF YELLOW LEAF CREEK SEC 029 NW4 NW4, S2 NW4, NE4 NW4 All depths 10.0 ACRE TRACT IN NE4NW4, SECTION 29 ON SOUTH SIDE LYING SOUTH OF YELLOW LEAF CREEK

EXHIBIT A

Agreement Number	Agreement Name	County	State	Legal Description
108734000	TOWNSHIP 20 SOUTH RANGE 3 WEST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T020S - R003W: SEC 035 SW4 NE4 All depths 6.5 ACRE TRACT IN SW4NE4, SECTION 35 DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE SW4NE4; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER FOR A DISTANCE OF 872.44 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AN EXISTING ROAD; THENCE TURN AN ANGLE TO THE RIGHT OF 88 DEGREES 41 MINUTES 52.5 SECONDS, AND RUN IN A NORTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE OF SAID ROAD FOR A DISTANCE OF 382.20 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 91 DEGREES 18 MINUTES 07.5 SECONDS, AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 300 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 88 DEGREES 41 MINUTES 52.5 SECONDS, AND RUN IN A SOUTHERLY DIRECTION FOR 75.00 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 88 DEGREES 41 MINUTES 52.5 SECONDS, AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 497.10 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF THE ALABAMA POWER COMPANY RIGHT OF WAY; THENCE TURN AN ANGLE TO THE RIGHT OF 65 DEGREES 08 MINUTES 12.5 SECONDS, AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ALABAMA POWER COMPANY RIGHT OF WAY FOR A DISTANCE OF 188.20 FEET TO THE EAST LINE OF SAID QUARTER QUARTER; THENCE TURN AN ANGLE TO THE RIGHT OF 23 DEGREES 31 MINUTES 20 SECONDS, AND RUN IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID QUARTER QUARTER FOR A DISTANCE OF 136.40 FEET TO THE POINT OF BEGINNING. SITE CONTAINS 6.5 ACRES; A 20 FOOT EASEMENT IS RESERVED ALONG THE SOUTHWEST RIGHT OF WAY LINE OF THE ALABAMA POWER COMPANY RIGHT OF WAY AND NORTH OF THE BUCK CREEK OUTFALL SEWER, AND SOUTH OF THE NORTH PROPERTY LINE.

EXHIBIT A

Agreement Number	Agreement Name	County	State	Legal Description
108737000	TOWNSHIP 21 SOUTH RANGE 1 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T021S - R001E: SEC 004 SE4 NW4, N2 N2 NE4 SW4 All depths SEC 022 SE4 SW4 All depths SEC 033 NW4 SW4, SW4 SW4 All depths 26.67 ACRE TRACT IN SW4SW4, SECTION 33 ON NORTH SIDE SEC 034 NE4 NE4, NE4 NW4, NW4 NE4 Exception: LESS 1.9 ACRE TRACT IN NE4NW4, SECTION 34 CONVEYED TO W. B. CRUMPTON AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER, THENCE RUNNING DUE SOUTH 19.5 RODS TO A DITCH, THENCE ALONG SAID DITCH IN AN EASTERLY DIRECTION 8 RODS, THENCE ALONG SAID DITCH IN A NORTHEASTERLY DIRECTION 26.5 RODS, THENCE DUE WEST 22.5 RODS TO THE POINT OF BEGINNING. Exception: LESS 5.9 ACRE TRACT IN NW4NE4, SECTION 34 CONVEYED TO E. L. CRUMPTON AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER, RUNNING THENCE SOUTH 15 RODS TO A WET WEATHER BRANCH, THENCE UP SAID BRANCH IN AN EASTERLY DIRECTION TO THE SECTION LINE BETWEEN SECTIONS 27 AND 34, THENCE DUE WEST ALONG THE SECTION LINE TO THE POINT OF BEGINNING. All depths

EXHIBIT A

Agreement Number	Agreement Name	County	State	Legal Description
108739000	TOWNSHIP 21 SOUTH RANGE 3 WEST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T021S - R003W: SEC 036 W2 SE4 All depths
108741000	TOWNSHIP 22 SOUTH RANGE 1 WEST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T022S - R001W: SEC 007 SW4 SW4 All depths SEC 018 W2 NW4, NW4 SW4 All depths

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EXHIBIT A

Agreement Number	Agreement Name	County	State	Legal Description
108742000	TOWNSHIP 22 SOUTH RANGE 2 WEST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T022S - R002W: SEC 012 SE4 SE4, SW4 SE4 All depths 17.5 ACRE TRACT IN SW4SE4, SECTION 12 LYING SOUTHEAST OF SOUTHERN RAILROAD, DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHEAST CORNER, THENCE NORTH 440 YARDS TO NORTHEAST CORNER, THENCE WEST 139 YARDS TO SOUTHERN RAILROAD RIGHT OF WAY, THENCE SOUTHWEST ALONG SAID RIGHT OF WAY 266 YARDS TO ADD HARVILL TRACT, BEING A 10 ACRE LOT, THENCE ALONG SAID LOT AT RIGHT ANGLES TO RAILROAD 403.67 YARDS TO POINT WHERE SAID LINE INTERSECTS SOUTH BOUNDARY SECTION 12, THENCE EAST ALONG SAID SECTION LINE TO PLACE OF BEGINNING, BEING ABOUT 15 FEET FROM POINT OF INTERSECTION TO PLACE OF BEGINNING
				SEC 013 E2 NE4, NE4 NW4, SW4 NE4, NW4 NE4 Exception: LESS 3.0 ACRE TRACT IN NW4NE4, SECTION 13 IN NORTHWEST CORNER, BEING 3.0 ACRES EAST AND WEST BY 1.0 ACRE NORTH AND SOUTH All depths 2.0 ACRE TRACT IN SW4NE4, SECTION 13 DESCRIBED AS FOLLOWS: BEGINING AT NORTHEAST CORNER, THENCE SOUTH 70 YARDS, THENCE WEST 140 YARDS, THENCE NORTH 70 YARDS, THENCE EAST 140 YARDS TO POINT OF BEGINNING 8.0 ACRE TRACT IN NE4NW4, SECTION 13 LYING SOUTHEAST OF SOUTHERN RAILROAD, LESS 5.0 ACRES OWNED BY WILL JONES

EXHIBIT A

Agreement Number	Agreement Name	County	State	Legal Description
108743000	TOWNSHIP 22 SOUTH RANGE 3 WEST	SHELBY	ALABAMA	SEC 020 NE4 NW4, NW4 NE4 All depths 27.0 ACRE TRACT IN NW4NE4, SECTION 20 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NW4NE4, THENCE SOUTH 2 DEGREES 45 MINUTES EAST 1335 FEET, THENCE NORTH 88 DEGREES 10 MINUTES EAST 899.3 FEET, THENCE NORTH 9DEGREES 50 MINUTES WEST 58.8 FEET, THENCE NORTH 2 DEGREES 45 MINUTES WEST 1261.2 FEET, THENCE SOUTH 88 DEGREES 45 MINUTES WEST 901.3 FEET TO BEGINNING
108745000	TOWNSHIP 24 NORTH RANGE 13 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 16 T022S - R003W: SEC 011 W2 NE4 SW4, SE4 SW4, SW4 SE4 All depths US/Alabama/Shelby 25 T024N - R013E: SEC 002 W2 SE4 All depths SEC 004 S2 SE4, NE4 SE4 All depths 10.0 ACRE TRACT IN NE4SE4, SECTION 4 ON SOUTH SIDE SEC 009 W2 NE4, SE4 NW4 All depths SEC 011 NW4 NE4 All depths

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EXHIBIT A

Agreement Number	Agreement Name	County	State	Legal Description
108746000	TOWNSHIP 24 NORTH RANGE 14 EAST	SHELBY	ALABAMA	US/Alabama/Shelby 25 T024N - R014E: SEC 002 W2 E2 NW4, W2 NW4 All depths 40.0 ACRE TRACT IN W2E2NW4 AND W2NW4, SECTION 2 OFF NORTH SIDE

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EXHIBIT B

Attached to and made a part of that certain
Assignment, Conveyance and Bill of Sale dated effective January 1, 2013,
by and among Black Stone Natural Resources I, L.P., as "Assignor", and
Black Stone Minerals Company, L.P. and Matagorda B1, LP, as "Assignees"

COUNTIES

<u>STATE</u>	<u>COUNTIES</u>
Alabama	Autauga, Baldwin, Barbour, Bibb, Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Choctaw, Clarke, Clay, Cleburne, Coffee, Colbert, Conecuh, Coosa, Covington, Crenshaw, Cullman, Dale, Dallas, De Kalb, Elmore, Escambia, Etowah, Fayette, Franklin, Geneva, Greene, Hale, Henry, Houston, Jackson, Jefferson, Lamar, Lauderdale, Lawrence, Lee, Limestone, Lowndes, Macon, Madison, Marengo, Marion, Marshall, Mobile, Monroe, Montgomery, Morgan, Perry, Pickens, Pike, Randolph, Russell, Shelby, St Clair, Sumter, Talladega, Tallapoosa, Tuscaloosa, Walker, Washington, Wilcox, Winston
Alaska	Anchorage, Barrow
Arkansas	Arkansas, Ashley, Bradley, Calhoun, Carroll, Chicot, Clark, Cleburne, Cleveland, Columbia, Conway, Crawford, Dallas, Drew, Faulkner, Franklin, Garland, Grant, Hempstead, Hot Spring, Howard, Independence, Jackson, Jefferson, Johnson, Lafayette, Lincoln, Little River, Logan, Madison, Miller, Montgomery, Nevada, Newton, Ouachita, Perry, Pike, Polk, Pope, Pulaski, Saline, Scott, Searcy, Sebastian, Sevier, Stone, Union, Van Buren, Washington, White, Yell
California	Colusa, Contra Costa, Fresno, Kern, Kings, Los Angeles, Santa Barbara, Ventura
Colorado	Archuleta, Baca, Dolores, Garfield, Huerfano, Kiowa, La Plata, Lincoln, Logan, Montezuma, Morgan, Prowers, Washington, Weld, Yuma
Florida	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Okaloosa, Santa Rosa, Walton, Washington
Georgia	Atkinson, Bacon, Ben Hill, Berrien, Brooks, Coffee, Colquitt, Cook, Decatur, Grady, Irwin, Jeff Davis, Lowndes, Seminole, Thomas, Tift, Toombs, Turner, Worth
Illinois	Edwards, Marion, Richland, White

Kansas	Allen, Barber, Barton, Bourbon, Clark, Comanche, Cowley, Decatur, Edwards, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Kingman, Labette, Lane, Leavenworth, McPherson, Meade, Miami, Ness, Norton, Pawnee, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Sheridan, Sherman, Stafford, Sumner, Thomas, Trego
Louisiana	Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberville, Jackson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St Helena, St James, St Landry, St Mary, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, Winn
Michigan	Antrim, Arenac, Calhoun, Clare, Gladwin, Grand Traverse, Hillsdale, Isabella, Kalkaska, Livingston, Manistee, Mason, Montcalm, Ogemaw, Osceola, Otsego
Mississippi	Adams, Alcorn, Amite, Attala, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Claiborne, Clarke, Clay, Coahoma, Copiah, Covington, De Soto, Forrest, Franklin, George, Greene, Grenada, Hancock, Harrison, Hinds, Holmes, Humphreys, Issaquena, Itawamba, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lafayette, Lamar, Lauderdale, Lawrence, Leake, Lee, Leflore, Lincoln, Lowndes, Madison, Marion, Marshall, Monroe, Montgomery, Neshoba, Newton, Noxubee, Oktibbeha, Panola, Pearl River, Perry, Pike, Pontotoc, Prentiss, Quitman, Rankin, Scott, Sharkey, Simpson, Smith, Stone, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Walthall, Warren, Washington, Wayne, Webster, Wilkinson, Winston, Yalobusha, Yazoo
Montana	Big Horn, Blaine, Chouteau, Hill, Phillips, Richland, Rosebud, Sheridan, Toole, Valley
Nebraska	Dawes, Dundy, Frontier, Grant, Red Willow
New Mexico	Eddy, Lea, Rio Arriba, Roosevelt, San Juan, Union
New York	Cattaraugus, Chautauqua
North Dakota	Billings, Bottineau, Bowman, Burke, Burleigh, Divide, Dunn, Emmons, Golden Valley, Hettinger, McKenzie, Mclean, Mercer, Mountrail, Renville, Slope, Stark

Oklahoma	Alfalfa, Atoka, Beaver, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Choctaw, Cimarron, Cleveland, Coal, Comanche, Creek, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harper, Haskell, Hughes, Jackson, Jefferson, Johnston, Kay, Kingfisher, Latimer, Le Flore, Lincoln, Logan, Love, Major, Marshall, McClain, McCurtain, McIntosh, Murray, Muskogee, Noble, Nowata, Okfuskee, Oklahoma, Okmulgee, Osage, Pawnee, Payne, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Roger Mills, Seminole, Stephens, Texas, Tillman, Tulsa, Washita, Woods, Woodward
Pennsylvania	Crawford, Erie, Forest, McKean, Potter, Sullivan, Union, Venango, Warren
South Dakota	Harding
Texas	Anderson, Andrews, Angelina, Aransas, Archer, Austin, Bastrop, Bee, Borden, Bowie, Brazoria, Brazos, Brewster, Brooks, Brown, Burleson, Caldwell, Callahan, Camp, Carson, Cass, Chambers, Cherokee, Childress, Cochran, Coke, Coleman, Colorado, Comal, Cooke, Cottle, Crane, Crockett, Crosby, Dallas, Dawson, De Witt, Dickens, Dimmit, Duval, Ector, Fayette, Fisher, Floyd, Fort Bend, Franklin, Freestone, Gaines, Galveston, Glasscock, Goliad, Gonzales, Gray, Grayson, Gregg, Grimes, Guadalupe, Hale, Hansford, Hardeman, Hardin, Harris, Harrison, Hartley, Haskell, Hemphill, Henderson, Hidalgo, Hockley, Houston, Howard, Hutchinson, Irion, Jasper, Jefferson, Jim Hogg, Jim Wells, Jones, Karnes, Kenedy, Kent, Kimble, La Salle, Lamb, Lavaca, Lee, Leon, Liberty, Limestone, Lipscomb, Live Oak, Loving, Lubbock, Madison, Marion, Matagorda, McMullen, Midland, Milam, Mitchell, Montague, Montgomery, Moore, Morris, Motley, Mustang Is-East (Offshore), Nacogdoches, Navarro, Newton, Nolan, Nueces, Ochiltree, Oldham, Orange, Palo Pinto, Panola, Pecos, Polk, Potter, Rains, Randall, Reagan, Red River, Reeves, Refugio, Roberts, Runnels, Rusk, Sabine, San Augustine, San Jacinto, San Patricio, Schleicher, Scurry, Shelby, Sherman, Smith, Starr, Stephens, Sterling, Stonewall, Sutton, Swisher, Terrell, Terry, Titus, Tom Green, Trinity, Tyler, Upshur, Upton, Van Zandt, Victoria, Walker, Waller, Ward, Wharton, Wheeler, Wichita, Wilson, Winkler, Wise, Wood, Yoakum, Young
Utah	Duchesne, Emery, San Juan, Uintah
Virginia	Lee
Washington	Grant, Kittitas, Yakima
Wyoming	Campbell, Carbon, Converse, Crook, Fremont, Lincoln, Natrona, Niobrara, Park, Sublette, Sweetwater, Uinta, Weston

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