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110115

STATE OF TEXAS

COUNTIES OF SAN AUGUSTINE, NACOGDOCHES, AND SABINE

**PARTIAL ASSIGNMENT OF OIL AND GAS LEASES**

This Partial Assignment of Oil and Gas Leases (this "Assignment") is made by **ENCANA OIL & GAS (USA) INC.**, a Delaware corporation ("Encana") to **EXXON MOBIL CORPORATION**, a New Jersey corporation ("Assignee"), to be effective as of the 14<sup>th</sup> day of May, 2010 (the "Effective Date").

1. Assignment. In consideration of the payment of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Encana hereby sells, conveys, transfers, assigns, and delivers to Assignee, effective as of the Effective Date, an undivided twenty-five percent (25%) right, title and interest in and to the following property (collectively, the "Assets"):

- (a) all interests related to the oil, gas and mineral leases described in Exhibit A, including, but not limited to, all working, royalty, overriding royalty, production payment, and other leasehold interests, insofar and only insofar as such oil and gas leases cover and affect the lands and depths (provided that, if no depths are specifically identified, then all depths are included) described in Exhibit A (collectively, but only to the extent so conveyed, the "Leases");
- (b) all oil, condensate, natural gas, salt water disposal and water wells associated with the Leases or lands pooled or unitized therewith, to the extent those wells are described on Exhibit A, whether producing, operating, shut-in or temporarily abandoned (the "Wells");
- (c) all other real property interests and other rights associated with the Leases or Wells, including mineral interests, surface owned in fee, easements, water rights and interests in lands pooled or unitized with the Leases;
- (d) all severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, carbon dioxide and other hydrocarbons and other minerals or materials of every kind and description produced from the Wells, and either (i) in pipelines on the Effective Date or (ii) sold on or after the Effective Date and all proceeds attributable thereto;
- (e) all right-of-way agreements, easements and other agreements relating to the use or ownership of surface properties that are used or held for use for flow lines or any other purpose in connection with the production of oil, gas or other hydrocarbons from the Wells;
- (f) all equipment, fixtures and physical facilities of every type and description associated with the Leases and/or Wells;

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(g) all Midstream Facilities (as defined in the Exploration Agreement referred to below), to the extent acquired or built and paid for by both parties, including but not limited to, equipment, tanks, pipe, rights of way, treating facilities and all other costs and expenses required to connect and tie in the Wells to a gas sales line;

(h) those certain contracts, commitments, agreements, and arrangements that relate to the Leases and/or Wells; and

(i) those franchises, licenses, permits, approvals, consents, certificates and other authorizations and other rights granted by governmental authorities and all certificates of convenience or necessity, immunities, privileges, grants and other rights, that relate to the Assets or the ownership or operation of any thereof (the "Permits").

2. Reservation. Encana reserves to itself, and there is hereby excluded from this Assignment, all rights in the oil and gas leases described on Exhibit A, other than that portion specifically conveyed hereby.

3. Assumption. Assignee hereby assumes its proportionate share of all of the costs, obligations and liabilities of Encana that relate to the Assets, including, without limitation, the terms, conditions and obligations of all agreements and contracts, including, but not limited to, all unit agreements, all joint operating agreements, all pooling agreements, all communitization agreements, oil and gas sales contracts, all gas processing agreements, all easements and rights-of-way, and all lease burdens (including, but not limited to, royalties, overriding royalty interests, production payments, net profits interests, carried working interests or similar burdens) that are recorded in the real property records of the above referenced county as of July 1, 2009 or as may have been subsequently agreed to by Assignor and Assignee under the Exploration Agreement (as defined below). Assignee also hereby assumes liability for its proportionate share of the costs of plugging and abandoning the Wells and all other wells drilled on the Leases by the parties hereto.

4. Exception to Conveyance. This Assignment does not operate to assign any Lease or real property requiring consent of the lessor or any third party to assign, if such consent has not been obtained as of the date of this Assignment; provided, however, that once such consent is obtained, such portion of such Lease or real property will be automatically vested in Assignee, without further action by Assignee or EnCana.

5. Warranty of Title. EnCana warrants title to the Assets by, through or under Encana or its affiliates but not otherwise, and EnCana will defend the Assets as to EnCana and its successors and assigns against any claims so arising.

6. Jagger Exploration Agreement. This Assignment is made subject to that certain Jagger Exploration Agreement between Encana and Assignee dated September 24, 2009 (the "Exploration Agreement"). In the event of conflict between the terms of the Exploration Agreement and the terms of this Assignment, the Exploration Agreement will control over this Assignment.

7. Disclaimers.

(a) Encana and Assignee agree that to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this Section 7 are "conspicuous" disclaimers for the purposes of any applicable law.

(b) OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH IN SECTION 5, ENCANA IS CONVEYING TO ASSIGNEE, AND ASSIGNEE IS ACCEPTING, THE ASSETS "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND ASSIGNEE IS ASSUMING ALL RISK WITH RESPECT TO THE ASSETS.

8. Further Assurance. The parties hereto covenant and agree that they will execute such further instruments and documents as may be necessary to effectuate and carry out the transaction contemplated by this Assignment

9. Addresses. The parties have places of business at the following addresses:

EnCana: Encana Oil & Gas (USA) Inc. 14001  
N. Dallas Pkwy., Suite 1100 Dallas,  
TX 75240

Assignee: Exxon Mobil Corporation  
c/o ExxonMobil Exploration Company  
CORP GP8-367  
P.O. Box 4778  
Houston, Texas 77210-4778

10. GOVERNING LAW. THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN ENCANA AND ASSIGNEE HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS.

11. Exhibits. All exhibits and schedules attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

12. Successors and Assigns; Counterparts. This Assignment is binding upon and inures to the benefit of the respective successors and assigns of Encana and Assignee, and maybe executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on this 30<sup>th</sup> day of December, 2010, but effective for all purposes as of the Effective Date.

ENCANA:

**ENCANA OIL & GAS (USA) INC.**

\_\_\_\_\_  
Mark A. Virant  
Attorney-in-Fact

*[Handwritten signature]*  
JIM  
JAD  
AM

ASSIGNEE:

**EXXON MOBIL CORPORATION**

\_\_\_\_\_  
By: **Jeffrey D. McDonald**  
Title: **Attorney-In-Fact**

*[Handwritten signature]*

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[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

FILED FOR RECORD  
SAN AUGUSTINE COUNTY  
SAN AUGUSTINE, TEXAS

2011 JAN 18 AM 8 32

DIANA KOVAR  
COUNTY CLERK

BY *[Handwritten signature]* DEPUTY

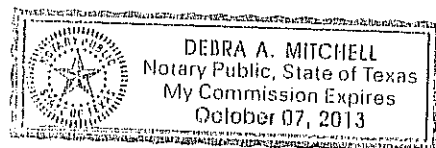
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 14th day of January, 20 11 by Mark A. Virant, Attorney-in-Fact of **ENCANA OIL & GAS (USA) INC.**, a Delaware corporation, on behalf of the corporation.

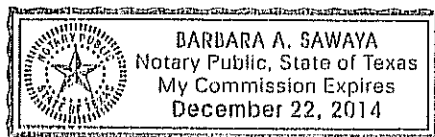
Debra A. Mitchell  
Notary Public, State of TEXAS



STATE OF TEXAS

COUNTY OF HARRIS

~~2010~~ The foregoing instrument was acknowledged before me this 13th day of January, 2011 by Jeffrey D. McDonald, as Attorney in Fact of **EXXON MOBIL CORPORATION**, a New Jersey corporation, on behalf of the corporation.



Barbara Sawaya  
Notary Public, State of TEXAS

EXHIBIT A ATTACHED TO AND MADE A PART OF THAT CERTAIN PARTIAL ASSIGNMENT OF OIL AND GAS LEASES DATED 12-15-2010 FROM ENCANA OIL & GAS (USA) INC. TO EXXON MOBIL CORPORATION

LEASES SUBJECT TO THIS ASSIGNMENT:

County Name	Encana Lease Number	Lessor	Lessee	Effective Date	Volume	Page	Entry
SAN AUGUSTINE	883849.004	D L WALL ET UX	ENCANA OIL & GAS (USA) INC	9/17/2008	126	536	23472
SAN AUGUSTINE	886428.001	CLEO P HINES	ENCANA OIL & GAS (USA) INC	8/26/2008	126	319	23402
SAN AUGUSTINE	886428.002	CLINT L HINES	ENCANA OIL & GAS (USA) INC	8/26/2008	126	321	23404
SAN AUGUSTINE	886428.003	JEANETTE ROBIN	ENCANA OIL & GAS (USA) INC	9/30/2008	126	527	23464
SAN AUGUSTINE	886428.004	RODNEY GUIDRY	ENCANA OIL & GAS (USA) INC	9/30/2008	126	528	23465
SAN AUGUSTINE	886428.005	CLARIS HINES COOPER	ENCANA OIL & GAS (USA) INC	9/5/2008	126	320	23403
SAN AUGUSTINE	886430.001	BYRON L SOWELL ET UX	ENCANA OIL & GAS (USA) INC	8/27/2008	126	538	23474
SAN AUGUSTINE	886430.002	TERESA SOWELL BROD	ENCANA OIL & GAS (USA) INC	8/27/2008	126	539	23475
SAN AUGUSTINE	886431.001	E E BENEFIELD ET UX	ENCANA OIL & GAS (USA) INC	8/21/2008	126	553	23483
SAN AUGUSTINE	886432.001	GERALD SOWELL ET UX	ENCANA OIL & GAS (USA) INC	9/25/2008	126	551	23482
SAN AUGUSTINE	886433.000	BYRON L SOWELL ET UX	ENCANA OIL & GAS (USA) INC	8/27/2008	126	537	23473
SAN AUGUSTINE	886434.000	DOROTHY D HALL	ENCANA OIL & GAS (USA) INC	9/9/2008	126	564	23493
SAN AUGUSTINE	886435.001	RICHARD E DAILEY ET UX	ENCANA OIL & GAS (USA) INC	9/4/2008	126	562	23491
SAN AUGUSTINE	886436.000	JOHNNY D WATSON	ENCANA OIL & GAS (USA) INC	9/9/2008	126	534	23470
SAN AUGUSTINE	886437.001	WILLIAM D LACY ET UX	ENCANA OIL & GAS (USA) INC	8/8/2008	126	535	23471
SAN AUGUSTINE	886440.001	BUTLER FAMILY TRUST	ENCANA OIL & GAS (USA) INC	9/4/2008	126	567	23495
SAN AUGUSTINE	886442.000	ESMON D RUSHING JR	ENCANA OIL & GAS (USA) INC	9/11/2008	126	548	23479

SAN AUGUSTINE	886443.001	EDWARD G LAND ET UX	ENCANA OIL & GAS (USA) INC	9/8/2008	126	532	23468
SAN AUGUSTINE	886444.001	MARY JANE STRIPLING	ENCANA OIL & GAS (USA) INC	9/4/2008	126	549	23480
SAN AUGUSTINE	886445.000	JOSEPH B SOWELL	ENCANA OIL & GAS (USA) INC	10/2/2008	126	560	23489
SAN AUGUSTINE	886447.000	JOEY T WOODS	ENCANA OIL & GAS (USA) INC	9/3/2008	126	533	23469
SAN AUGUSTINE	886448.001	GUY B HUSBAND ET UX	ENCANA OIL & GAS (USA) INC	9/24/2008	126	555	23484
SAN AUGUSTINE	886450.000	RONALD V DAILEY	ENCANA OIL & GAS (USA) INC	8/28/2008	126	529	23466
SAN AUGUSTINE	886451.001	LYNN D TARVER ET UX	ENCANA OIL & GAS (USA) INC	9/22/2008	126	565	23494
SAN AUGUSTINE	886452.001	CURTIS DAILEY ET UX	ENCANA OIL & GAS (USA) INC	8/15/2008	126	575	23499
SAN AUGUSTINE	886473.001	JACK GARRETT	ENCANA OIL & GAS (USA) INC	9/4/2008	126	684	23530
SAN AUGUSTINE	886474.000	ELWIN WATSON ET UX	ENCANA OIL & GAS (USA) INC	10/22/2008	126	577	23500
SAN AUGUSTINE	886475.001	BJ BRADBERRY ET UX	ENCANA OIL & GAS (USA) INC	10/3/2008	126	692	23536
SAN AUGUSTINE	886476.000	ELMER E ADKINS	ENCANA OIL & GAS (USA) INC	10/6/2008	126	687	23533
SAN AUGUSTINE	886477.000	JANE ADKINS JUNIEL	ENCANA OIL & GAS (USA) INC	10/6/2008	126	689	23534
SAN AUGUSTINE	886478.001	KENNETH D HANKS	ENCANA OIL & GAS (USA) INC	9/17/2008	126	693	23537
SAN AUGUSTINE	886478.002	KATHRYN HANKS KILCREASE	ENCANA OIL & GAS (USA) INC	9/17/2008	127	60	23578
SAN AUGUSTINE	886479.000	CHARLES O WOODS	ENCANA OIL & GAS (USA) INC	9/25/2008	126	697	23540
SAN AUGUSTINE	886480.001	BUTLER FAMILY TRUST	ENCANA OIL & GAS (USA) INC	9/29/2008	126	569	23496
SAN AUGUSTINE	886480.002	FRANCES C JONES	ENCANA OIL & GAS (USA) INC	10/8/2008	126	573	23498
SAN AUGUSTINE	886480.003	HENRY W COLLINS	ENCANA OIL & GAS (USA) INC	9/27/2008	126	571	23497
SAN AUGUSTINE	886480.004	BENNY B COLLINS	ENCANA OIL & GAS (USA) INC	9/29/2008	126	711	23548
SAN AUGUSTINE	886481.001	SANDRA W VANOVER	ENCANA OIL & GAS (USA) INC	9/25/2008	126	700	23542

SAN AUGUSTINE	886481.002	CHARLES OREN WOODS	ENCANA OIL & GAS (USA) INC	9/25/2008	126	698	23541
SAN AUGUSTINE	886481.003	CHARLIE FAYE WOODS	ENCANA OIL & GAS (USA) INC	9/25/2008	126	702	23543
SAN AUGUSTINE	886482.000	EMMA SUE HANKS JAYNES	ENCANA OIL & GAS (USA) INC	7/29/2008	126	531	23467
SAN AUGUSTINE	886483.001	ALTON C ALFORD ET UX	ENCANA OIL & GAS (USA) INC	7/30/2008	126	707	23546
SAN AUGUSTINE	886484.000	PATRICIA L CORLEY	ENCANA OIL & GAS (USA) INC	9/4/2008	126	563	23492
SAN AUGUSTINE	887315.000	BJ BRADBERRY ET UX	ENCANA OIL & GAS (USA) INC	10/3/2008	126	690	23535
SAN AUGUSTINE	887317.001	CHARLES P THACKER ET UX	ENCANA OIL & GAS (USA) INC	8/8/2008	126	310	23397
SAN AUGUSTINE	887317.002	FORREST W LEWIS ET UX	ENCANA OIL & GAS (USA) INC	8/15/2008	126	317	23400
SAN AUGUSTINE	887318.000	CHARLES P THACKER ET UX	ENCANA OIL & GAS (USA) INC	8/20/2008	126	318	23401
SAN AUGUSTINE	887326.001	BURTTIS E EVETT ET UX	ENCANA OIL & GAS (USA) INC	12/16/2008	126	708	23547
SAN AUGUSTINE	887326.002	JOHNINY E EVETT ET AL	ENCANA OIL & GAS (USA) INC	12/23/2008	126	705	23545
SAN AUGUSTINE	887326.003	EVELYN BRADBERRY ET AL	ENCANA OIL & GAS (USA) INC	12/30/2008	126	694	23538
SAN AUGUSTINE	887330.001	ALTON CHARLES ALFORD	ENCANA OIL & GAS (USA) INC	9/16/2008	126	304	23394
SAN AUGUSTINE	887330.002	MARY ANN GRIFFIN	ENCANA OIL & GAS (USA) INC	9/16/2008	126	259	23379
SAN AUGUSTINE	887338.001	BILL F MCGRAW	ENCANA OIL & GAS (USA) INC	8/27/2008	124	494	23455
SAN AUGUSTINE	887338.002	MARILYN CURL NELSON	ENCANA OIL & GAS (USA) INC	10/14/2008	126	686	23532
SAN AUGUSTINE	887340.000	JOE R DICKERSON ET AL	ENCANA OIL & GAS (USA) INC	8/29/2008	126	715	23551
SAN AUGUSTINE					126	717	23552
SAN AUGUSTINE					126	714	23550
SAN AUGUSTINE					126	713	23549
SAN AUGUSTINE	887341.000	SHANE A MCGOWN ET UX	ENCANA OIL & GAS (USA) INC	10/14/2008	126	665	23531



SAN AUGUSTINE	887342.001	WILLIE GAY HANKS	ENCANA OIL & GAS (USA) INC	8/17/2008	126	556	23485
SAN AUGUSTINE	887342.002	PATSY L BEALL	ENCANA OIL & GAS (USA) INC	8/12/2008	126	559	23488
SAN AUGUSTINE	887342.003	LAQUITA L ELLIOTT	ENCANA OIL & GAS (USA) INC	8/12/2008	126	558	23487
SAN AUGUSTINE	887342.004	SUE N LEDFORD SMITH	ENCANA OIL & GAS (USA) INC	8/12/2008	126	557	23486
SAN AUGUSTINE	887343.001	TAMMY R JONES	ENCANA OIL & GAS (USA) INC	9/11/2008	126	550	23481
SAN AUGUSTINE	887344.001	WILLIAM H TEAL JR ET UX	ENCANA OIL & GAS (USA) INC	8/21/2008	126	696	23539
SAN AUGUSTINE	887345.001	ID TEAGLE	ENCANA OIL & GAS (USA) INC	10/2/2008	126	561	23490
SAN AUGUSTINE	887347.001	FAYE NEELY MILLS	ENCANA OIL & GAS (USA) INC	7/25/2008	127	42	23571
SAN AUGUSTINE	887348.001	HILLMAN H HANKS ET UX	ENCANA OIL & GAS (USA) INC	7/24/2008	126	306	23395
SAN AUGUSTINE	887348.002	MARCUS W HANKS ET UX	ENCANA OIL & GAS (USA) INC	7/24/2008	126	308	23396
SAN AUGUSTINE	884611.000	USA TX NM 110366	LOS CINCO PICADORES LLC	6/1/2003			
SAN AUGUSTINE	886222.001	W A BRIDGES ET AL	D M HENDERSON	5/20/1961	127	470	
NACOGDOCHES	884592.001	PATRICIA LEE ROBERTS	JB3 REALTY, LLC	5/9/2008	2955	271	129686
NACOGDOCHES	884592.002	VIRGINIA LEE GILLEY	JB3 REALTY, LLC	5/9/2008	2861	20	122197
NACOGDOCHES	884592.003	JEAN LEE DEMENT	JB3 REALTY, LLC	5/9/2008	2861	24	122199
NACOGDOCHES	884593.001	PATRICIA LEE ROBERTS ET AL	JB3 REALTY, LLC	5/9/2008	2861	21	122198
NACOGDOCHES	884593.002	JEAN LEE DEMENT	JB3 REALTY, LLC	5/9/2008	2861	27	122200
NACOGDOCHES	884593.003	JAMES C HARRIS	ENCANA OIL & GAS (USA) INC	7/2/2008	2907	95	125831
NACOGDOCHES	884612.000	JAMES B ROBERTS ET UX	JB3 REALTY, LLC	6/12/2008	2983	296	132006
NACOGDOCHES	887426.001	WILLIE MAE MURRAY	ENCANA OIL & GAS (USA) INC	11/4/2009	3183	292	146568

NACOGDOCHES	887426.002, .003	GERALD MORA ET AL	ENCANA OIL & GAS (USA) INC	11/4/2009	3183	296	146569
NACOGDOCHES	887430.000	ELLIS M SOWELL	ENCANA OIL & GAS (USA) INC	11/9/2009	3183	288	146567

SABINE	886221.001	W A BRIDGES ET AL	D M HENDERSON	5/20/1961	33	206	
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SAN AUGUSTINE	887325.001	MCGRAW MINERALS LTD (1)	ENCANA OIL & GAS (USA) INC	8/27/2008	126	501	23457
SABINE					294	377	90204
NACOGDOCHES					2997	101	133006

(1) LESS AND EXCEPT ANY ACREAGE SUBJECT TO LEASE LOCATED IN SHELBY COUNTY, TEXAS, WHICH IS SPECIFICALLY EXCLUDED FROM THIS ASSIGNMENT.

SAN AUGUSTINE	887325.002	HENDERSON FAMILY PARTNERSHIP LTD (2)	ENCANA OIL & GAS (USA) INC	8/27/2008	126	496	23456
SABINE					294	390	90205

(2) LESS AND EXCEPT ANY ACREAGE SUBJECT TO LEASE LOCATED IN SHELBY COUNTY, TEXAS, WHICH IS SPECIFICALLY EXCLUDED FROM THIS ASSIGNMENT.

SAN AUGUSTINE	886220.001	W A BRIDGES ET AL (3)	D M HENDERSON	5/20/1961	127	562	
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(3) INsofar AND ONLY INsofar AS LEASE COVERS LANDS INSIDE THE BOUNDARIES OF THE EDMUND QUIRK SURVEY, A-35, IN SAN AUGUSTINE COUNTY, TEXAS.

SABINE	886417.002	W A BRIDGES ET AL (4)	D M HENDERSON	5/20/1961	33	218	
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(4) INsofar AND ONLY INsofar AS LEASE COVERS LANDS INSIDE THE BOUNDARIES OF THE P C RAGSDALE SURVEY, A-183, AND THE DAVID RENFRO SURVEY, A-181, IN SABINE COUNTY, TEXAS.

FILED FOR RECORD  
AT 9:50 O'CLOCK A.M.

JAN 18 2011  
Janice McDaniel  
Clerk, County Court, Sabine County  
By [Signature] DEPUTY  
Huffman

110115  
THE STATE OF TEXAS  
COUNTY OF SABINE  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED & TIMED  
STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE VOLUME  
AND PAGE OF THE NAMED RECORDS OF SABINE COUNTY TEXAS AS  
STAMPED HEREON BY ME.



RECORDED 1-18-11  
VOL. 336 PAGE 129

OFFICIAL PUBLIC RECORDS  
JANICE McDANIEL COUNTY CLERK  
SABINE COUNTY, TEXAS  
By [Signature] DEPUTY

Huffman

STATE OF TEXAS  
COUNTY OF SAN AUGUSTINE  
I hereby certify that this instrument was FILED  
on the date and at the time stamped hereon  
by me and was duly RECORDED in the  
Volume and Page of the Real Property  
Records of San Augustine County, Texas.



Diana Kovar  
County Clerk,  
San Augustine County Texas

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\$56  
Kelly Lane  
pick-up