

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

SPECIAL WARRANTY MINERAL AND ROYALTY DEED

THOSE PARTIES LISTED ON EXHIBIT C HERETO

as Grantors,

and

BLACK STONE MINERALS COMPANY, L.P.

as Grantee

SPECIAL WARRANTY MINERAL AND ROYALTY DEED

This SPECIAL WARRANTY MINERAL AND ROYALTY DEED (this "**Deed**"), effective as of 12:01 a.m. (local time) on the 1st day of January, 2013 (the "**Effective Time**"), is made by the parties listed on Exhibit C attached hereto and made a part hereof ("**Grantors**"), whose addresses are set forth thereon, to Black Stone Minerals Company, L.P., a Delaware limited partnership ("**Grantee**"), whose address is 1001 Fannin, Suite 2020, Houston, Texas 77002. Grantor and Grantee are herein sometimes individually called a "**Party**" and collectively called the "**Parties**."

WHEREAS, pursuant to that certain Mineral and Royalty Deed dated effective as of October 1, 2003, from Pure Resources, L.P., as grantor, to Black Stone Ivory Acquisitions Partners, L.P. (now named Ivory Acquisitions Partners, L.P.) ("**Ivory Acquisitions Partners**"), as grantee (the "**Pure Deed**"), Ivory Acquisitions Partners was conveyed certain assets;

WHEREAS, pursuant to that certain Mineral and Royalty Deed dated effective as of October 1, 2003, from Ivory Acquisitions Partners, as grantor, to various grantees named therein, as grantees (the "**Ivory Acquisitions Deed**"), each Grantor was conveyed its respective undivided percentage set forth on Exhibit C of certain assets conveyed pursuant to the Pure Deed; and

WHEREAS, each Grantor desires to convey to Grantee all the rights, titles and interests such Grantor received pursuant to the Ivory Acquisitions Deed.

ARTICLE I **GRANTING AND HABENDUM**

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants, bargains, sells, transfers, conveys, sets over, assigns and delivers unto Grantee, its successors and assigns, the Assets (as hereinafter defined), effective for all purposes as of the Effective Time and subject to the matters set forth herein. The term "**Assets**" shall mean an undivided One Hundred Percent (100%) of each Grantor's right, title and interest in and to the assets conveyed to such Grantor pursuant to the Ivory Acquisitions Deed, including but not limited to all of such Grantor's right, title and interest in and to the following:

(a) the mineral fee estates, mineral servitudes and royalty interests in all oil, liquid hydrocarbons, gas, coal seam gas, coal bed methane and any and all other liquid or gaseous hydrocarbons, as well as their respective constituent products (including, without limitation, condensate, casinghead gas, distillate and natural gas liquids), and any other minerals produced in association therewith (including elemental sulfur, helium, carbon dioxide and other non-hydrocarbon substances produced in association with any of the above-described items, as hereinafter defined) (all such substances are defined for purposes of this Deed as "**Hydrocarbons**") in and under those certain tracts of land described or referenced by applicable county recording information on Exhibit A attached hereto and made a part hereof (the "**Mineral Lands**") and all additional interests of such Grantor in the Hydrocarbons in and under the Mineral Lands, or any of them, presently owned or held by such Grantor with respect to the

interests of any other parties in any or all of the Hydrocarbons in and under any of the Mineral Lands. The term "**Mineral Lands**" shall also include for purposes of this Deed all of the Hydrocarbons, mineral fees, mineral servitudes and royalty interests in Hydrocarbons owned or claimed by such Grantor as of the Effective Time in and under only those certain lands included within the counties identified on Exhibit B attached hereto and made a part hereof (the "**Subject Area**"), to the extent, and only to the extent conveyed to such Grantor in the Ivory Acquisitions Deed, irrespective of whether such rights or lands are adjacent, adjoining, contiguous or in the vicinity of the lands described or referenced by applicable county recording information on Exhibit A, it being the intent hereby to sell and convey all of such Grantor's right, title and interest in and to all Hydrocarbons, mineral fees, mineral servitudes and royalty interests in Hydrocarbons in and under the Subject Area owned or claimed by such Grantor as of the Effective Time, to the extent, and only to the extent conveyed to such Grantor in the Ivory Acquisitions Deed;

(b) all real or immovable property and rights incident to the Mineral Lands, including without limitation (i) all rights with respect to the use and occupation of the surface of and the subsurface depths under the Mineral Lands; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Mineral Lands being a part thereof, including without limitation all production from such pool or unit allocated to any such Mineral Lands; and (iii) all platforms and pipelines;

(c) all easements, rights-of-way, servitudes, permits, licenses, franchises and other estates or similar rights and privileges to the extent related to or used solely in connection with the Mineral Lands (the "**Easements**");

(d) all Hydrocarbons produced from or attributable to the Mineral Lands after the Effective Time and all personal property, fixtures, inventory and improvements located on the Mineral Lands and the Easements or used in connection with the production, treatment, sale, or disposal of the Hydrocarbons, byproducts or waste produced therefrom or attributable thereto, including all wells (whether producing, shut in or abandoned, and whether for production, injection or disposal), wellhead equipment, pumps, pumping units, flowlines, gathering systems, platforms, pipelines, piping, tanks, buildings, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, equipment, facilities and machinery; and

(e) the contracts, fee leases and instruments listed on Schedule 2.02(g) of the Purchase and Sale Agreement dated March 11, 2004 among Black Stone Minerals Company, L.P., as Purchaser, and Pure Partners, L.P. and Pure Resources, L.P., as Sellers (the "**Purchase Agreement**"), including without limitation the instruments set forth on Exhibit D attached hereto, and, to the extent assignable, all joint operating agreements and other similar contracts that are related directly to the operation and maintenance of the Assets, in each case to the extent the same relate to the Mineral Lands after the Effective Time (collectively, the "**Contracts**");

TO HAVE AND TO HOLD the Assets, subject to any Hydrocarbon leases covering all or part of any Mineral Lands as of the Effective Time, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto

Grantee and to Grantee's successors and assigns, forever. Each Grantor does hereby bind such Grantor and such Grantor's successors, heirs, executors, administrators, legal representatives and assigns, to WARRANT and FOREVER DEFEND, all and singular title to the undivided percentage of the assets conveyed to such Grantor pursuant to the Ivory Acquisitions Deed set forth on Exhibit C with respect to such Grantor unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under such Grantor, but not otherwise.

Each Grantor REPRESENTS and WARRANTS that it has not sold, transferred, conveyed or assigned any of the Assets or any interest therein, and such Grantor hereby further REPRESENTS and WARRANTS that it has not encumbered any of the Assets or any interest therein, and that the Assets are being transferred to Grantee free and clear of all liens, security interests, encumbrances or rights of any nature whatsoever created by such Grantor.

ARTICLE II USE RESTRICTIONS RELATING TO SURFACE TRACTS

2.1 **Surface Use Restrictions.** Grantee's rights under this Deed shall be subject to that certain Surface Use Restrictions Agreement dated October 1, 2000 among International Paper Company, International Paper Realty Corporation, IP Farms, Inc., IP Petroleum Company, Inc., IP Timberlands Operating Company, Ltd., GCO Minerals Company, The Long-Bell Petroleum Company, Inc., American Central Corporation, Champion Realty Corporation, Sustainable Forests L.L.C. and SP Forests L.L.C., as Surface Owners, and each Grantor, as Mineral Owner, as assigned to Grantee.

ARTICLE III DISCLAIMERS

3.1 **Disclaimer.** Except as set forth in Article I hereof, Grantors disclaim all liability and responsibility for any representation, warranty, statements or communications (orally or in writing) to any person (including, any information contained in any opinion, information or advice that may have been provided to any such person by any officer, director, stockholder, partner, employee, agent, consultant, representative or contractor of any Grantor, their affiliates or any engineer or engineering firm, or other agent, consultant or representative) wherever and however made with respect to the transactions contemplated hereby. **EXCEPT AS SET FORTH IN ARTICLE I HEREOF, THIS DEED IS MADE WITHOUT WARRANTY OF TITLE OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, AND WITHOUT RECOURSE, EVEN AS TO THE RETURN OF THE PURCHASE PRICE OR OTHER CONSIDERATION. BY ACCEPTING THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTORS HAVE MADE NO, AND GRANTORS HEREBY EXPRESSLY DISCLAIM AND NEGATE, AND GRANTEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF**

HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO GRANTEE BY OR ON BEHALF OF GRANTORS, OR (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DEED, GRANTORS EXPRESSLY DISCLAIM AND NEGATE, AND BY ACCEPTING THIS DEED, GRANTEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (v) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (vi) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF GRANTEE AND GRANTORS THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO GRANTEE, AND GRANTEE SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND GRANTEE REPRESENTS TO GRANTORS THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS GRANTEE DEEMS APPROPRIATE. GRANTORS AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "*CONSPICUOUS*" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

ARTICLE IV MISCELLANEOUS

4.1 **Construction.** The captions in this Deed are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Deed.

4.2 **No Third Party Beneficiaries.** Nothing in this Deed shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Deed shall otherwise not be construed as a third party beneficiary contract.

4.3 **Successors and Assigns.** The rights and interests of any Party to this Deed may be sold or assigned in whole or in part, and the provisions hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the Parties. Notwithstanding the

foregoing, if Grantee elects to sell or assign any part or all of its rights and interests hereunder, Grantee and its assignees shall remain liable and responsible for all surface and subsurface damages that may be caused to the tracts in connection with the ownership or operation of the Mineral Lands as provided under this Deed, both before and after the effective date of any such assignment. Grantee shall comply and cause any successor or assignee to comply with all valid laws affecting the Mineral Lands and all operations thereon.

4.4 Governing Law. This Deed, other documents delivered pursuant hereto and the legal relations between the Parties 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, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Mineral Lands are located, shall apply.

4.5 Counterpart Execution. This Deed may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each Party that executes the same whether or not all of such Parties execute the same or any counterpart. If counterparts of this Deed are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Deed, but each counterpart shall be considered an original.

4.6 Recording. To facilitate the recording or filing of this Deed, the counterpart to be recorded in a given county may contain only that portion of the Exhibits that describes Assets located in that county. A complete counterpart of this Deed containing a full description of all of the Assets shall be recorded in Harris County, Texas. In addition to filing this Deed, the Parties shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate deeds are the same, and not in addition to the Assets conveyed herein.

4.7 Further Cooperation. After the Effective Time, each Grantor agrees to execute and deliver, or cause to be executed and delivered, from time to time and without additional consideration, such further deeds, conveyances, assignments or other instruments of conveyance as may be necessary to evidence the transfer of the Assets to Grantee in the manner contemplated by this Deed.

4.8 Power of Attorney. After the Effective Time, each Grantor hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution, in the name of such Grantor, and on behalf of and for the benefit of Grantee, to execute, acknowledge and deliver one or more counterparts of this Deed or any other instrument of conveyance, assignment or transfer that may be necessary to carry out the purposes and intent of this Deed; to do all such acts and things in relation thereto as Grantee shall deem advisable; and to execute such other documents and instruments and perform such further acts as deemed reasonably necessary by Grantee or its representatives to effectuate the transactions contemplated hereby. Each Grantor agrees that the foregoing powers are coupled with an interest

and shall be irrevocable by such Grantor or by its dissolution, if applicable, or by the cancellation of its charter documents, if applicable, or in any manner or for any reason.

4.9 **Severability.** In the event that any provision of this Deed shall be held by any court of appropriate jurisdiction to be unenforceable by virtue of a final, nonappealable judgment thereof, such provision shall be stricken from this Deed as if same had not been included in it, and the remaining terms and conditions hereof shall, to the fullest extent permissible, remain enforceable in accordance with their respective terms and conditions.

4.10 **Special Provisions Regarding Mineral Lands in the State of Michigan.** Grantee represents that it is exempt from state property transfer taxes and county transfer taxes for the Mineral Lands located in the State of Michigan pursuant to Michigan Statutes Annotated §207.505 and §207.526.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this instrument is executed by the Parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Time.

GRANTORS:

ATLANTA MINERAL PARTNERS, LLC

B. S. IVORY ASSOCIATES, L.L.C.

BARBARA G. SHANNON

BETTY G. PALMQUIST

BLACK STONEFLY, L.L.C.

**BROWN ADVISORY INVESTORS
2004-BSMC, LLLP**

EUGENIA GRAVES CARTER

GARY A. ROSENTHAL

HALLIE A. VANDERHIDER

IVORY INVESTMENTS, L.P.

IVORYTOWERED PARTNERSHIP, L.P.

LOGO NEW YORK LLC

MARSHALL M. EUBANK

MOLLIE G. PETTIGREW

NORA G. WATSON

PIP MINERALS, L.P.

**ROBERT B. ROWLING ROLLOVER INDIVIDUAL
RETIREMENT ACCOUNT**

ROGO IVORY, LLC

ROGO LNY LLC

SAN MIGUEL RIVER PARTNERS

STERLING MINERALS, L.P.


TCF MINERALS I, L.P.

**TREADAWAY 2003 GRANDCHILDREN'S TRUST
FOR THE BENEFIT OF CATHERINE STORY SINEX**

**TREADAWAY 2003 GRANDCHILDREN'S TRUST
FOR THE BENEFIT OF WILLIAM WALKER SINEX**

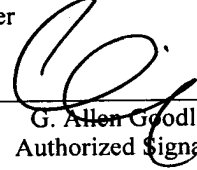
WITNESSES:


Llana Dobbie


Randi E. Collins

By: **BLACK STONE MINERALS COMPANY, L.P.**,
Attorney-In-Fact of each Grantor listed above

By: **BLACK STONE NATURAL RESOURCES, L.L.C.**,
its general partner

By: 
G. Allen Goodling
Authorized Signatory

WITNESSES:

Llana Dobbie
Llana Dobbie

Randi E. Collins
Randi E. Collins

BLACK STONE NATURAL RESOURCES II, L.P.

By: BSAP II GP, L.L.C.,
its general partner

By: G. Allen Goodling
Authorized Signatory

WITNESSES:

Llana Dobbie
Llana Dobbie

Randi E. Collins
Randi E. Collins

BLACK STONE NATURAL RESOURCES III, L.P.

By: BSNR III GP, L.L.C.,
its general partner

By: G. Allen Goodling
Authorized Signatory

WITNESSES:

Llana Dobbie
Llana Dobbie

Randi E. Collins
Randi E. Collins

BLACK STONE NATURAL RESOURCES III-B, L.P.

By: BSNR III GP, L.L.C.,
its general partner

By: G. Allen Goodling
Authorized Signatory

WITNESSES:

Llana Dobbie
Llana Dobbie

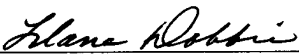
Randi E. Collins
Randi E. Collins


BSNR OVERLINE, L.P.

By: BSNR Overline GP, L.L.C.,
its general partner

By: G. Allen Goodling
Authorized Signatory

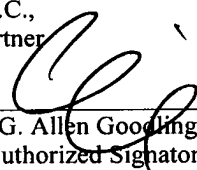
WITNESSES:


Llana Dobbie


Randi E. Collins

IVORY ACQUISITIONS PARTNERS, L.P.

By: Ivory GP, L.L.C.,
its general partner

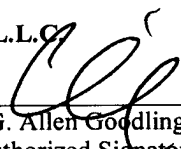
By: 
G. Allen Goodling
Authorized Signatory

WITNESSES:


Llana Dobbie

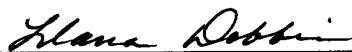

Randi E. Collins

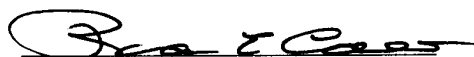
IVORY GP, L.L.C.

By: 
G. Allen Goodling
Authorized Signatory

GRANTEE:

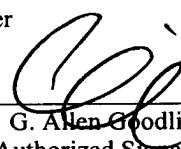
WITNESSES:


Llana Dobbie


Randi E. Collins

BLACK STONE MINERALS COMPANY, L.P.

By: BLACK STONE NATURAL RESOURCES, L.L.C.,
its general partner

By: 
G. Allen Goodling
Authorized Signatory

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 21st 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., Attorney-In-Fact of each of the following (the "Subscribers"): Atlanta Mineral Partners, LLC; B. S. Ivory Associates, L.L.C.; Barbara G. Shannon; Betty G. Palmquist; Black Stonefly, L.L.C.; Brown Advisory Investors 2004-BSMC, LLLP; Eugenia Graves Carter; Gary A. Rosenthal; Hallie A. Vanderhider; Ivory Investments, L.P.; Ivorytowered Partnership, L.P.; Logo New York LLC; Marshall M. Eubank; Mollie G. Pettigrew; Nora G. Watson; PIP Minerals, L.P.; Robert B. Rowling Rollover Individual Retirement Account; Rogo Ivory, LLC; Rogo LNY LLC; San Miguel River Partners; Sterling Minerals, L.P.; TCF Minerals I, L.P.; Treadaway 2003 Grandchildren's Trust for the benefit of Catherine Story Sinex; and Treadaway 2003 Grandchildren's Trust for the benefit of William Walker Sinex, 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., the Attorney-In-Fact of each Subscriber, 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 each Subscriber.

ARKANSAS

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., the Attorney-In-Fact of each Subscriber, 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 each Subscriber by him as Authorized Signatory of Black Stone Natural Resources, L.L.C., the general partner of Black Stone Minerals Company, L.P., the Attorney-In-Fact of each Subscriber.

CALIFORNIA

On this 21st 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., the Attorney-In-Fact of each Subscriber, 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 Subscribers 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,
MICHIGAN,
OKLAHOMA
AND TEXAS

This instrument was acknowledged before me on this 21st 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., the Attorney-In-Fact of each Subscriber on behalf of each Subscriber.

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., the Attorney-In-Fact of each Subscriber, and that for and on behalf of each Subscriber, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by each Subscriber so to do.

NEW YORK

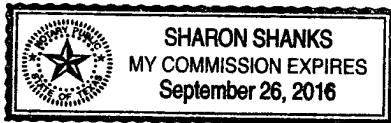
City of: Houston
County of: Harris
State of: Texas

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.

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., the Attorney-In-Fact of each Subscriber, 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.

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.



Sharon Shanks
Notary Public in and for the State of Texas

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 21st day of June, 2013, there personally appeared before me G. Allen Goodling, Authorized Signatory of BSAP II GP, L.L.C., the general partner of Black Stone Natural Resources II, 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 BSAP II GP, L.L.C., the general partner of the above named Black Stone Natural Resources II, 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.

ARKANSAS

On this day before me, the undersigned notary, personally appeared G. Allen Goodling, who acknowledged himself to be an Authorized Signatory of BSAP II GP, L.L.C., the general partner of the above named Black Stone Natural Resources II, 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 II, L.P. by him as Authorized Signatory of BSAP II GP, L.L.C., the general partner of Black Stone Natural Resources II, L.P.

CALIFORNIA

On this 21st day of June, 2013 before me, personally appeared G. Allen Goodling, Authorized Signatory of BSAP II GP, L.L.C., the general partner of Black Stone Natural Resources II, 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,
MICHIGAN,
OKLAHOMA
AND TEXAS

This instrument was acknowledged before me on this 21st day of June, 2013, by G. Allen Goodling, Authorized Signatory of BSAP II GP, L.L.C., the general partner of Black Stone Natural Resources II, L.P., on behalf of said limited partnership.

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 BSAP II GP, L.L.C., the general partner of the above named Black Stone Natural Resources II, 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.

PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared G. Allen Goodling, Authorized Signatory of BSAP II GP, L.L.C., the general partner of Black Stone Natural Resources II, 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.

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.



Sharon Shanks

Notary Public in and for the State of Texas

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 21st day of June, 2013, there personally appeared before me G. Allen Goodling, Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III, 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 the above named BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III, 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.

ARKANSAS

On this day before me, the undersigned notary, personally appeared G. Allen Goodling, who acknowledged himself to be an Authorized Signatory of the above named BSNR III GP, L.L.C., the general partner of the above named Black Stone Natural Resources III, 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 III, L.P. by him as Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III, L.P.

CALIFORNIA

On this 21st day of June, 2013 before me, personally appeared G. Allen Goodling, Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III, 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,
MICHIGAN,
OKLAHOMA
AND TEXAS

This instrument was acknowledged before me on this 21st day of June, 2013, by G. Allen Goodling, Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III, L.P., on behalf of said limited partnership.

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 BSNR III GP, L.L.C., the general partner of the above named Black Stone Natural Resources III, 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

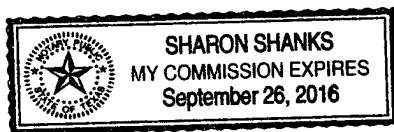
City of: Houston
County of: Harris
State of: Texas

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.

PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared G. Allen Goodling, Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III, 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.

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.



Sharon Shanks

Notary Public in and for the State of Texas

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 21st day of June, 2013, there personally appeared before me G. Allen Goodling, Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III-B, 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 the above named BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III-B, 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.

ARKANSAS

On this day before me, the undersigned notary, personally appeared G. Allen Goodling, who acknowledged himself to be an Authorized Signatory of the above named BSNR III GP, L.L.C., the general partner of the above named Black Stone Natural Resources III-B, 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 III-B, L.P. by him as Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III-B, L.P.

CALIFORNIA

On this 21st day of June, 2013 before me, personally appeared G. Allen Goodling, Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III-B, 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,
MICHIGAN,
OKLAHOMA
AND TEXAS

This instrument was acknowledged before me on this 21st day of June, 2013, by G. Allen Goodling, Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III-B, L.P., on behalf of said limited partnership.

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 BSNR III GP, L.L.C., the general partner of the above named Black Stone Natural Resources III-B, 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.

PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared G. Allen Goodling, Authorized Signatory of BSNR III GP, L.L.C., the general partner of Black Stone Natural Resources III-B, 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.

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.



Sharon Shanks

Notary Public in and for the State of Texas

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 21st day of June, 2013, there personally appeared before me G. Allen Goodling, Authorized Signatory of BSNR Overline GP, L.L.C., the general partner of BSNR Overline, 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 the above named BSNR Overline GP, L.L.C., the general partner of BSNR Overline, 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.

ARKANSAS

On this day before me, the undersigned notary, personally appeared G. Allen Goodling, who acknowledged himself to be an Authorized Signatory of the above named BSNR Overline GP, L.L.C., the general partner of the above named BSNR Overline, 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 BSNR Overline, L.P. by him as Authorized Signatory of BSNR Overline GP, L.L.C., the general partner of BSNR Overline, L.P.

CALIFORNIA

On this 21st day of June, 2013 before me, personally appeared G. Allen Goodling, Authorized Signatory of BSNR Overline GP, L.L.C., the general partner of BSNR Overline, 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,
MICHIGAN,
OKLAHOMA
AND TEXAS

This instrument was acknowledged before me on this 21st day of June, 2013, by G. Allen Goodling, Authorized Signatory of BSNR Overline GP, L.L.C., the general partner of BSNR Overline, L.P., on behalf of said limited partnership.

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 BSNR Overline GP, L.L.C., the general partner of the above named BSNR Overline, 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

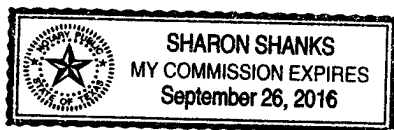
City of: Houston
County of: Harris
State of: Texas

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.

PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared G. Allen Goodling, Authorized Signatory of BSNR Overline GP, L.L.C., the general partner of BSNR Overline, 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.

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.



Sharon Shanks
Notary Public in and for the State of Texas

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 21st day of June, 2013, there personally appeared before me G. Allen Goodling, Authorized Signatory of Ivory GP, L.L.C., the general partner of Ivory Acquisitions Partners, 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 the above named Ivory GP, L.L.C., the general partner of Ivory Acquisitions Partners, 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.

ARKANSAS

On this day before me, the undersigned notary, personally appeared G. Allen Goodling, who acknowledged himself to be an Authorized Signatory of the above named Ivory GP, L.L.C., the general partner of the above named Ivory Acquisitions Partners, 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 Ivory Acquisitions Partners, L.P. by him as Authorized Signatory of Ivory GP, L.L.C., the general partner of Ivory Acquisitions Partners, L.P.

CALIFORNIA

On this 21st day of June, 2013 before me, personally appeared G. Allen Goodling, Authorized Signatory of Ivory GP, L.L.C., the general partner of Ivory Acquisitions Partners, 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,
MICHIGAN,
OKLAHOMA
AND TEXAS

This instrument was acknowledged before me on this 21st day of June, 2013, by G. Allen Goodling, Authorized Signatory of Ivory GP, L.L.C., the general partner of Ivory Acquisitions Partners, L.P., on behalf of said limited partnership.

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 Ivory GP, L.L.C., the general partner of the above named Ivory Acquisitions Partners, 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.

PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared G. Allen Goodling, Authorized Signatory of Ivory GP, L.L.C., the general partner of Ivory Acquisitions Partners, 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.

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.



Sharon Shanks

Notary Public in and for the State of Texas

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 21st day of June, 2013, there personally appeared before me G. Allen Goodling, Authorized Signatory of Ivory GP, L.L.C., 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 the above named Ivory GP, L.L.C., 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 liability company.

ARKANSAS

On this day before me, the undersigned notary, personally appeared G. Allen Goodling, who acknowledged himself to be an Authorized Signatory of the above named Ivory GP, L.L.C. 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 Ivory GP, L.L.C. by him as Authorized Signatory.

CALIFORNIA

On this 21st day of June, 2013 before me, personally appeared G. Allen Goodling, Authorized Signatory of Ivory GP, L.L.C., 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 liability company 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,
MICHIGAN,
OKLAHOMA
AND TEXAS

This instrument was acknowledged before me on this day, by G. Allen Goodling, Authorized Signatory of Ivory GP, L.L.C., on behalf of said limited liability company.

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 the above named Ivory GP, L.L.C., and that for and on behalf of such limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by the limited liability company so to do.

NEW YORK

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

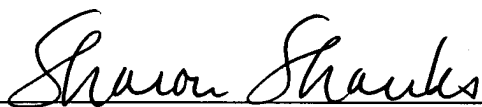
On this day, before me, the undersigned, personally appeared G. Allen Goodling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by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

PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared G. Allen Goodling, Authorized Signatory of Ivory GP, L.L.C., 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.

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

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 21st 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.

ARKANSAS

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 21st 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,
MICHIGAN,
OKLAHOMA
AND TEXAS

This instrument was acknowledged before me on this 21st 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.

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

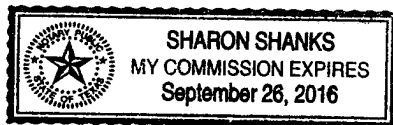
City of: Houston
County of: Harris
State of: Texas

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.

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.

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.



Sharon Shanks
Notary Public in and for the State of Texas

Exhibit A
MINERAL LANDS

State: FLORIDA County: BAY
Description:

| | |
|------------------|--------------------------------|
| T2S R12W SEC 2: | NW , NWSW |
| T2S R12W SEC 3: | NE , NENW , S2 , S2NW |
| T2S R12W SEC 10: | SE |
| T2S R12W SEC 11: | E2 , NENW , S2NW , SW |
| T2S R12W SEC 12: | ALL |
| T2S R12W SEC 13: | ALL |
| T2S R12W SEC 14: | ALL |
| T2S R12W SEC 15: | E2 , NENW , NWNW , S2NW , SW |
| T2S R12W SEC 17: | NWSE , S2NESE , SESE |
| T2S R12W SEC 21: | ALL |
| T2S R12W SEC 22: | ALL |
| T2S R12W SEC 23: | ALL |
| T2S R12W SEC 24: | ALL |
| T2S R12W SEC 25: | ALL |
| T2S R12W SEC 26: | ALL |
| T2S R12W SEC 27: | E2 , E2NW , SW |
| T2S R12W SEC 28: | ALL |
| T2N R12W SEC 29: | E2SE |
| T2S R12W SEC 31: | N2 , NESW , NWSW , S2SW , W2SE |
| T2N R12W SEC 32: | N2NE , N2SW , SWNE , SWSW |
| T2S R12W SEC 33: | ALL |
| T2S R12W SEC 34: | ALL |
| T2S R12W SEC 35: | ALL |

State: FLORIDA County: BAY
Description:

| | |
|------------------|--------------------------------|
| T2S R12W SEC 36: | ALL |
| T2S R13W SEC 35: | NW |
| T2S R13W SEC 36: | E2E2 , W2E2 |
| T2S R14W SEC 19: | E2NE |
| T2S R14W SEC 20: | NWSW , SWNW |
| T3S R12W SEC 1: | ALL |
| T3S R12W SEC 2: | ALL |
| T3S R12W SEC 3: | ALL |
| T3S R12W SEC 4: | ALL |
| T3S R12W SEC 5: | ALL |
| T3S R12W SEC 6: | ALL |
| T3S R12W SEC 7: | ALL |
| T3S R12W SEC 8: | ALL |
| T3S R12W SEC 9: | ALL |
| T3S R12W SEC 10: | ALL |
| T3S R12W SEC 11: | ALL |
| T3S R12W SEC 12: | ALL |
| T3S R12W SEC 13: | ALL |
| T3S R12W SEC 14: | ALL |
| T3S R12W SEC 15: | ALL |
| T3S R12W SEC 16: | ALL |
| T3S R12W SEC 17: | E2 , E2NW , E2SW , W2NW , W2SW |
| T3S R12W SEC 18: | ALL |

State: FLORIDA County: BAY
Description:

| | |
|------------------|---------------------------------------|
| T3S R12W SEC 19: | ALL |
| T3S R12W SEC 20: | ALL |
| T3S R12W SEC 21: | ALL |
| T3S R12W SEC 22: | ALL |
| T3S R12W SEC 23: | ALL |
| T3S R12W SEC 24: | ALL |
| T3S R12W SEC 25: | ALL |
| T3S R12W SEC 26: | ALL |
| T3S R12W SEC 27: | ALL |
| T3S R12W SEC 28: | ALL |
| T3S R12W SEC 29: | ALL |
| T3S R12W SEC 30: | E2SE , N2NE , SENE , SWNE , W2 , W2SE |
| T3S R12W SEC 31: | ALL |
| T3S R12W SEC 32: | ALL |
| T3S R12W SEC 33: | ALL |
| T3S R12W SEC 34: | ALL |
| T3S R12W SEC 35: | ALL |
| T3S R12W SEC 36: | ALL |
| T3S R13W SEC 10: | S2 , SENW , SWNE , SWNW |
| T3S R13W SEC 11: | N2SE , NENE , S2SE , SW |
| T3S R13W SEC 12: | E2 , E2W2 , NWSW , SWNW , SWSW |
| T3S R13W SEC 13: | ALL |
| T3S R13W SEC 14: | ALL |

State: FLORIDA County: BAY
Description:

| | |
|------------------|-------------|
| T3S R13W SEC 15: | ALL |
| T3S R13W SEC 22: | ALL |
| T3S R13W SEC 23: | ALL |
| T3S R13W SEC 24: | ALL |
| T3S R13W SEC 25: | ALL |
| T3S R13W SEC 26: | ALL |
| T3S R13W SEC 27: | ALL |
| T3S R13W SEC 35: | ALL |
| T3S R15W SEC 24: | |
| T4S R13W SEC 9: | SENE , SWNW |
| T4S R13W SEC 10: | SWNW |
| T4S R13W SEC 18: | NENE , NESW |

Exhibit B**SUBJECT AREA**

The Subject Area shall include only those certain lands located within the following identified Counties and States.

STATE**COUNTY****ALABAMA:**

Autauga, Baldwin, Barbour, Bibb, Blount, Bullock, Butler, Calhoun, Chambers, Chilton, Choctaw, Clarke, Clay, Cleburne, Coffee, Colbert, Conecuh, Coosa, Covington, Crenshaw, Cullman, Dale, Dallas, Elmore, Escambia, Etowah, Fayette, Franklin, Geneva, Greene, Hale, Henry, Houston, Jackson, Jefferson, Lamar, Lauderdale, Lawrence, Lee, Lowndes, Macon, Madison, Marengo, Marion, Marshall, Mobile, Monroe, Montgomery, Morgan, Perry, Pickens, Pike, Randolph, Russell, St. Clair, Shelby, Talladega, Tallapoosa, Tuscaloosa, Walker, Washington, Wilcox, Winston

ARKANSAS:

Ashley, Bradley, Calhoun, Clark, Cleburne, Cleveland, Columbia, Conway, Dallas, Drew, Garland, Grant, Hempstead, Hot Spring, Howard, Independence, Jefferson, Johnson, Lafayette, Lincoln, Little River, Logan, Miller, Montgomery, Nevada, Ouachita, Perry, Pike, Polk, Pope, Pulaski, Saline, Scott, Sebastian, Sevier, Stone, Union, Van Buren, White, Yell

FLORIDA:

Bay, Calhoun, Escambia, Franklin, Gulf, Holmes, Jackson, Liberty, Okaloosa, Santa Rosa, Walton, Washington

MICHIGAN:

Antrim, Otsego

MISSISSIPPI:

Adams, Alcorn, Amite, Attala, Calhoun, Carroll, Choctaw, Claiborne, Clarke, Clay, Copiah, Covington, Forrest, Franklin, George, Greene, Grenada, Hancock, Harrison, Hinds, Holmes, Humphreys, Issaquena, Itawamba, Jackson, Jasper, Jefferson, Jones, Kemper, Lafayette, Lamar, Lauderdale, Lawrence, Leake, Lincoln, Madison, Marion, Marshall, Montgomery, Neshoba, Newton, Noxubee, Oktibbeha, Pearl River, Perry, Pike, Prentiss, Rankin, Scott, Sharkey, Simpson, Smith, Stone, Tallahatchie, Tippah, Tishomingo, Union, Walthall, Warren, Wayne, Webster, Wilkinson, Winston, Yalobusha, Yazoo

NEW YORK:

Chautauqua

OKLAHOMA:

LeFlore, McCurtain, Oklahoma, Pushmataha, Roger Mills

STATE

COUNTY

PENNSYLVANIA:

Crawford, Erie, Forest, McKean, Potter, Sullivan, Union,
Venango, Warren

TEXAS:

Anderson, Angelina, Bastrop, Bowie, Brazoria, Brazos, Brown,
Burleson, Camp, Cass, Chambers, Cherokee, Comal, Dallas,
Fort Bend, Galveston, Gray, Gregg, Grimes, Hardin, Harris,
Harrison, Hidalgo, Houston, Jasper, Jefferson, Karnes, Liberty,
Marion, Montgomery, Morris, Nacogdoches, Newton, Orange,
Panola, Polk, Red River, Rusk, Sabine, San Augustine, San
Jacinto, Shelby, Smith, Titus, Trinity, Tyler, Upshur, Walker,
Wood

Exhibit C
GRANTORS

| NAME OF GRANTOR | ADDRESS OF GRANTOR | UNDIVIDED INTEREST IN THE ASSETS COVERED BY THE PURE DEED CONVEYED TO GRANTOR PURSUANT TO THE IVORY ACQUISITIONS DEED |
|---|--|--|
| Atlanta Mineral Partners, LLC, a Georgia limited liability company | 50 Old Ridgewood Place NW Atlanta, Georgia 30327-2462 | 0.615405% |
| B. S. Ivory Associates, L.L.C., a Texas limited liability company | 1001 Fannin Suite 4700 Houston, Texas 77002 | 3.108108% |
| Barbara G. Shannon, a resident of Bexar County, Texas | 7743 N. New Braunfels San Antonio, Texas 78209 | 0.043992% |
| Betty G. Palmquist, a resident of Harris County, Texas | 1 Pine Forest Circle Houston, Texas 77056 | 0.065988% |
| Black Stone Natural Resources II, L.P., a Delaware limited partnership (formerly known as Black Stone Acquisitions Partners II, L.P.) | 1001 Fannin, Suite 2020 Houston, Texas 77002 | 6.058909% |
| * Black Stone Natural Resources III, L.P., a Delaware limited partnership (" <i>BSNR III</i> ") | 1001 Fannin, Suite 2020 Houston, Texas 77002 | 3.254187% (title to which was obtained pursuant to a transfer from (i) RCG Ivory Holdings, L.P. (" <i>RCG</i> "), with respect to a 1.833847% interest in the assets covered by the Pure Deed; (ii) Sterling (as hereinafter defined), with respect to a 1.0333629% interest in the assets covered by the Pure Deed; and (iii) Nirvana Minerals II, L.P. (" <i>Nirvana</i> "), with respect to a 0.3869771% interest in the assets covered by the Pure Deed) |

| NAME OF GRANTOR | ADDRESS OF GRANTOR | UNDIVIDED INTEREST IN THE ASSETS COVERED BY THE PURE DEED CONVEYED TO GRANTOR PURSUANT TO THE IVORY ACQUISITIONS DEED |
|--|--|---|
| * Black Stone Natural Resources III-B, L.P., a Delaware limited partnership (" <i>BSNR III-B</i> ") | 1001 Fannin, Suite 2020 Houston, Texas 77002 | 6.360153% (title to which was obtained pursuant to a transfer from (i) RCG, with respect to a 3.5841638% interest in the assets covered by the Pure Deed; (ii) Sterling, with respect to a 2.0196603% interest in the assets covered by the Pure Deed; and (iii) Nirvana, with respect to a 0.7563289% interest in the assets covered by the Pure Deed) |
| Black Stonefly, L.L.C., a Delaware limited liability company | c/o Goelet, LLC 425 Park Avenue, 28th Floor New York, New York 10022 | 1.319272% |
| Brown Advisory Investors 2004-BSMC, LLLP, a Maryland limited liability limited partnership | 901 S. Bond Street, Suite 400 Baltimore, Maryland 21231 | 0.717256% |
| BSNR Overline, L.P., a Delaware limited partnership (formerly known as Black Stone Overline Acquisition, L.P.) | 1001 Fannin, Suite 2020 Houston, Texas 77002 | 9.914241% |
| Eugenia Graves Carter, a resident of Harris County, Texas | 2221 River Oaks Boulevard Houston, Texas 77019 | 0.043992% |
| Gary A. Rosenthal, a resident of Harris County, Texas | 3929 Del Monte Drive Houston, Texas 77019 | 0.167360% |
| Hallie A. Vanderhider, a resident of Harris County, Texas | 2517 Del Monte Drive Houston, Texas 77019 | 0.071726% |
| * Ivory Acquisitions Partners, L.P., a Delaware limited partnership | 1001 Fannin, Suite 2020 Houston, Texas 77002 | 4.027027% (title to which was obtained from Pure Resources, L.P.) |

| NAME OF GRANTOR | ADDRESS OF GRANTOR | UNDIVIDED INTEREST IN THE ASSETS COVERED BY THE PURE DEED CONVEYED TO GRANTOR PURSUANT TO THE IVORY ACQUISITIONS DEED |
|---|--|--|
| Ivory G.P., L.L.C., a Delaware limited liability company (formerly known as Black Stone Ivory GP, L.L.C.) | 1001 Fannin, Suite 2020 Houston, Texas 77002 | 0.463345% |
| * Ivory Investments, L.P., a Delaware limited partnership (" <i>Ivory Investments</i> ") | c/o LeFrak Organization, Inc. 40 West 57th Street, 23rd Floor New York, New York 10019 | 4.397256% (100% of which, with respect to assets covered by the Pure Deed located in New York, was transferred to Logo (as hereinafter defined), and 10% of which, with respect to assets covered by the Pure Deed located in Alabama, Arkansas, California, Florida, Michigan, Mississippi, Oklahoma, Pennsylvania and Texas, was transferred to Rogo Ivory (as hereinafter defined)) |
| Ivorytowered Partnership, L.P., a Texas limited partnership | 10000 Memorial Drive, Suite 510 Houston, Texas 77024 | 0.297900% |
| * LOGO New York LLC, a New York limited liability company (" <i>Logo</i> ") | c/o LeFrak Organization, Inc. 40 West 57th Street, 23rd Floor New York, New York 10019 | 4.397256% of the assets covered by the Pure Deed located in New York (title to which was obtained from Ivory Investments and 10% of which was transferred by Logo to Rogo LNY (as hereinafter defined)) |
| Marshall M. Eubank, a resident of Harris County, Texas | 7941 Katy Freeway, Suite 117 Houston, Texas 77024 | 0.059771% |
| Mollie G. Pettigrew, a resident of Harris County, Texas | 2510 Locke Lane Houston, Texas 77019 | 0.043992% |
| Nora G. Watson, a resident of Harris County, Texas | 5218 Green Tree Road Houston, Texas 77056 | 0.065988% |

| NAME OF GRANTOR | ADDRESS OF GRANTOR | UNDIVIDED INTEREST IN THE ASSETS COVERED BY THE PURE DEED CONVEYED TO GRANTOR PURSUANT TO THE IVORY ACQUISITIONS DEED |
|---|---|---|
| PIP Minerals, L.P., a Texas limited partnership | 1000 Main Street, Suite 3250 Houston, Texas 77002 | 2.198628% |
| Robert B. Rowling Rollover Individual Retirement Account | c/o TRT Holdings, Inc. 600 East Las Colinas Blvd., Suite 1900 Irving, Texas 75039 | 3.816279% |
| * ROGO Ivory, LLC, a Delaware limited liability company (" <i>Rogo Ivory</i> ") | P.O. Box 689 Rye, NY 10580-0689 | 0.439726% of the assets covered by the Pure Deed located in Alabama, Arkansas, California, Florida, Michigan, Mississippi, Oklahoma, Pennsylvania and Texas (title to which was obtained from Ivory Investments) |
| * ROGO LNY, LLC (" <i>Rogo LNY</i> ") | c/o LeFrak Organization, Inc. 40 West 57th Street, 23rd Floor New York, New York 10019 | 0.439726% of the assets covered by the Pure Deed located in New York (title to which was obtained from Logo) |
| San Miguel River Partners, a Texas partnership | 7001 Preston Road, Suite 301 Lock Box 35 Dallas, Texas 75205 | 0.615405% |
| * Sterling Minerals, L.P., a Delaware limited partnership (" <i>Sterling</i> ") | 1001 McKinney, Suite 2200 Houston, Texas 77002 | 3.816279% (out of which title to a 1.0333629% interest in the assets covered by the Pure Deed was transferred to BSNR III and title to a 2.0196603% interest in the assets covered by the Pure Deed was transferred to BSNR III-B) |
| TCF Minerals I, L.P., a Texas limited partnership | 1000 Main Street, Suite 3250 Houston, Texas 77002 | 0.439917% |

| NAME OF GRANTOR | ADDRESS OF GRANTOR | UNDIVIDED INTEREST IN THE ASSETS COVERED BY THE PURE DEED CONVEYED TO GRANTOR PURSUANT TO THE IVORY ACQUISITIONS DEED |
|---|--|--|
| Treadaway 2003 Grandchildren's Trust for the benefit of Catherine Story Sinex | 2001 Kirby Drive, Suite 950 Houston, Texas 77019 | 0.219958% |
| Treadaway 2003 Grandchildren's Trust for the benefit of William Walker Sinex | 2001 Kirby Drive, Suite 950 Houston, Texas 77019 | 0.219958% |

Grantee and Grantors hereby acknowledge and agree that notwithstanding anything to the contrary contained in this Deed, (a) the representations and warranties made by each Grantor herein do not cover any action or the result of any action taken by Grantee or its affiliates on behalf of such Grantor or in respect of the Assets in connection with any executive or other rights held by Grantee or its affiliates; and (b) solely with respect to each Grantor whose name is marked with an asterisk (*) above, (i) the term "*Ivory Acquisitions Deed*" as used in this Deed shall mean collectively any assignment, deed or other instrument of conveyance or transfer pursuant to which such Grantor acquired an interest in any of the assets (the "*Ivory Assets*") covered by that certain Mineral and Royalty Deed dated effective as of October 1, 2003 from Ivory Acquisitions Partners, L.P., as grantor, to various grantees named therein, as grantees; (ii) the "*Assets*" shall not include any interest in the Ivory Assets that such Grantor conveyed or otherwise transferred to any other Grantor; and (iii) the second sentence of the penultimate grammatical paragraph in Article I of this Deed is hereby amended by deleting in its entirety the clause "assets conveyed to such Grantor pursuant to the Ivory Acquisitions Deed" and inserting in lieu thereof the words "Ivory Assets".

Exhibit D

CERTAIN ASSETS

NONE.