

MF105814

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF105814	07-114419	SF-12932	TARRANT

<i>Survey</i>	WHITE W F	
<i>Block</i>		
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>		
<i>Land Part</i>		
<i>Part Description</i>		
<i>Acres</i>	3.656	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
0	0	
<i>Name</i>	FOUR SEVENS OIL COMPANY, LTD.	
<i>Lease Date</i>	4/6/2005	
<i>Primary Term</i>	2 yrs	
<i>Bonus (\$)</i>	\$0.00	
<i>Rental (\$)</i>	\$1.00	
<i>Lease Royalty</i>	0.1250	

Leasing: _____

Analyst: _____

Maps: _____

GIS: AS 20



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FOUR SEVENS OIL CO., LTD.

1090 FORT WORTH CLUB TOWER
777 TAYLOR STREET
FORT WORTH, TEXAS 76102
817/870-9088
FAX # 817/870-1420

RECEIVED
05/11/20 10:10:55

Texas General Land Office
Attn: Drew Reid
1700 North Congress Avenue, Suite 600
Austin, Texas 78701-495

Contact - 283
Trans - 4686
Bills - 07-114428
07-114419

Re: Relinquishment Act Lands
W. F. White Survey, Abstract No. 2019
W. F. White Survey, Abstract No. 2020
City of Fort Worth, Tarrant County, Texas

Dear Drew,

I represent Four Sevens Oil Company, Ltd. and they are presently leasing in the White Lake Hills Subdivision located within the city limits of Fort Worth, Texas. We have had great success and have already secured over 100 leases within this subdivision and anticipate leasing the majority of the White Lake Hills Subdivision in the near future. It has come to our attention that several of the lots that we have already leased fall within the boundaries of the above referenced surveys and/or the Relinquishment Acts Lands. There are approximately 103 lots within the subdivision that have either a portion or all of the acreage lying within the boundaries of the W. F. White Survey's/Relinquishment Act Lands. I have enclosed for your convenience a map showing the lots shaded in yellow that have already been leased. The W. F. White Survey's/Relinquishment Act Lands are outlined in red.

Four Sevens Oil Company, Ltd.'s offer to the residents of White Lake Hills Subdivision is for a two (2) year primary lease term, \$250/ per lot (average lot is .25 acres) and provides for a 20% royalty. We have had a great response from the homeowners in White Lake Hills Subdivision and we feel that we will be able to acquire enough acreage to form a unit and drill under the subdivision. The bonus consideration computes to \$1,000 per acre which is the most we have paid in the area. However, if someone can supply Four Sevens enough acreage for a drill site, (about 4 to 5 acres) then we will give them a bigger royalty (up to 25%), but if, and only if, they can provide a drill site. As you can imagine, there is no drilling within the subdivision and there is not enough acreage within the subdivision for a drill site anyway.

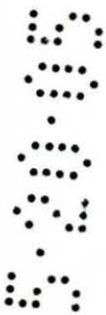
We are hoping that the State of Texas will allow us to keep leasing at the same terms and conditions that we have presently leased. Also, please remember that this is an urban environment and the cost, time and expense is enormous compared to leasing outside the city limits.

Please advise as to whether the terms and conditions are acceptable to the State of Texas and if necessary, I would be available to come to Austin to discuss this matter further. Should you have any questions or comments, please don't hesitate to contact me at 3117 West 5th Street, Fort Worth, Texas 76107 or at (817) 348 8940, work, or (956) 802-3033, cell.

Sincerely Yours,



Bill Kutner
Contract Landman for Four Sevens Oil Company, Ltd.



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File No. MF 105814

Patterson

Date Filed: 9/20/05
Jerry Patterson, Commissioner

By [Signature]

2005

RAL REVIEW SHEET

Transaction # 4686
Lessor: White Lake Hills Subdivision
Lessee: Four Sevens Oil Co., Ltd.

Geologist: T. Throckmorton
Lease Date: 5/20/2005 **UL**
Acres: 45

LEASE DESCRIPTION

County	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
TARRANT 14.14 07114428	12931	ALL			00	WHITE W F	2019
TARRANT 31.47 07114419	12932	ALL			00	WHITE W F	2020

45.61 +

TERMS OFFERED

Primary Term:
Bonus/Acre:
Rental/Acre:
Royalty:

TERMS RECOMMENDED

Primary Term
Bonus/Acre
Rental/Acre
Royalty

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
							Last Lease
104615	Erskine Energy Partners	1/18/05	3yrs	\$703	\$5	1/4 1/5	NW part of Co.
104255	Antero Resources, LLP	1/19/04	3yrs	\$391	\$5	1/4 1/5	NW part of Co.

Comments: Paid-up rental. The total 45 RAL acres will include 103 individual leases. Comp Lease 1 and 2 are Trinity River leases. Lessee agreed to increase royalty to 1/4.

Approved: PAB 5.25.05

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office

Jerry Patterson, Commissioner

TO: Jerry Patterson, Commissioner
Larry Laine, Chief Clerk
Bill Warnick, General Counsel
Louis Renaud, Deputy Commissioner

DATE: 25-May-05

FROM: Robert Hatter, Director of Mineral Leasing
Peter Boone, Chief Geologist

Applicant: Four Sevens Oil Co., Ltd. County: TARRANT
Prim. Term: 2 years Bonus/Acre \$1,000.00
Royalty: 1/4 Rental/Acre \$0.00

Consideration

Recommended: PAB Date: 5.25.05

Not Recommended: _____

Comments: Paid-up rental. The total 45 RAL acres will include 103 individual leases. Comp Lease 1 and 2 are Trinity River leases. Lessee agreed to increase royalty to 1/4.

Lease Form

Recommended: RH Date: 6/14/05

Not Recommended: _____

Comments:

Louis Renaud, Deputy Commissioner Date: 10/18/05

Recommended: CLR

Not Recommended: _____

Bill Warnick, General Counsel Date: 10/18/05

Recommended: WVW

Not Recommended: _____

Larry Laine, Chief Clerk Date: 10/20/05

Approved: LL

Not Approved: _____

Jerry Patterson, Commissioner Date: _____

Approved: JEP

Not Approved: _____

2.

File No. MF 105814

Jerry Patterson

Date Filed: 9/20/05
Jerry Patterson, Commissioner

By: [Signature]

MF 105814

The State of Texas



Austin, Texas

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 6th day of April, 2005, between the State of Texas, acting by and through its agent, *This is a counterpart lease: See Schedule 1 attached hereto and made a part hereof for the names, address, signatures and acknowledgments of each Lessor.

of White Lake Hills Subdivision, Fort Worth, Texas

(Give Permanent Address)

said agent herein referred to as the owner of the soil (whether one or more), and Four Sevens Oil Company, Ltd.

of 777 Taylor Street, Fort Worth, Texas 76102

(Give Permanent Address)

hereinafter called Lessee.

1. GRANTING CLAUSE. For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Tarrant County, State of Texas, to-wit:

31.47 acres of land, more or less, being all of the W. F. White Survey, Abstract No. 2020, Tarrant County, Texas, and also being the same land described in that certain Deed dated July 22, 1926 from Miriam A. Ferguson, Governor of the State of Texas to W. F. White and recorded in Volume 28, Page 569 of the Deed Records of Tarrant County, Texas.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

containing 31.47 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Fifteen thousand seven hundred thirty five and no/100th

Dollars (\$15,735.00)

To the owner of the soil: Fifteen thousand seven hundred thirty five and no/100th

Dollars (\$15,735.00)

Total bonus consideration: Thirty one thousand four hundred seventy and no/100th

Dollars (\$31,470.00)

The total bonus consideration paid represents a bonus of One thousand dollars and no/100th

Dollars (\$ 1,000.00) per acre, on 31.47 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Two (2) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

FILED
TARRANT COUNTY TEXAS
2005 NOV 15 PM 12:05
BY
SEANNE HENDERSON
COUNTY CLERK

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

* See paragraph 40

* ~~3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the _____~~

~~Bank, at _____ or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:~~

~~To the owner of the soil: _____
Dollars (\$ _____)
To the State of Texas: _____
Dollars (\$ _____)
Total Delay Rental: _____
Dollars (\$ _____)~~

~~In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank or agent to receive such payments or tenders.~~

4. PRODUCTION ROYALTIES. Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:

(A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 25% part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived, in writing, by the royalty owners upon such terms and conditions as they prescribe.

(B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 25% part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 25% part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry," or any other gas, by fractionating, burning or any other processing shall be 25% part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.



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6. **ROYALTY IN KIND.** Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.

7. **NO DEDUCTIONS.** Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.

8. **PLANT FUEL AND RECYCLED GAS.** No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

9. **ROYALTY PAYMENTS AND REPORTS.** All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin to accrue when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

10. (A) **RESERVES, CONTRACTS AND OTHER RECORDS.** Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) **PERMITS, DRILLING RECORDS.** Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) **PENALTIES.** Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

11. **DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM.** If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking

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operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.

12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.

13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.154, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and rights-of-way for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.

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(B) HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.

17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.

18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.

20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.

(B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for waterflood operations without the prior consent of the owner of the soil.

22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.

23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.

24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.

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25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.

26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

(B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:

- (1) a nominee of the owner of the soil;
- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
- (4) a principal stockholder or employee of the corporation which is the owner of the soil;
- (5) a partner or employee in a partnership which is the owner of the soil;
- (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
- (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.

29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.

30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.

31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.

32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the

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Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chap. 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

34. POOLING. Lessee is hereby granted the right to pool or utilize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or utilizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.154. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

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38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

39. LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code 52.183. Additionally, this lease shall not be binding upon the State unless it recites the actual and true consideration paid or promised for execution of this lease. The bonus due the State and the prescribed filing fee shall accompany such certified copy to the General Land Office.

40. This is a PAID-UP LEASE. A portion of the bonus consideration is used for the first year delay rentals.

LESSEE

BY:

Dim Rome

Title:

Partner

Date:

9.20.05



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MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD. AS LESSEE

14. Notwithstanding anything to the contrary, Lessee may not pool any part of Lessor's acreage unless all of Lessor's acreage is included in any such pooled unit. No creation of a pooled unit or dissolution of a pooled unit including Lessor's land shall be effective until a copy of the recorded designation is furnished to the Lessor at the above address.

15. This Lease is limited to those depths from the surface of the ground to one hundred feet (100') below the base of the Barnett Shale formation.

16. The royalties to be paid by lessee are: (a) on oil, 25% of the market value at the point of sale of all oil produced and sold from the lands covered by this lease; or, at lessor's option, 25% of the oil produced and saved in kind to be delivered to lessor at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (b) on gas, including casinghead gas or other gaseous substances produced from said land or sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the point of sale of 25% of the gas so sold or used. However, in no event shall the royalty paid to Lessor be less than the Lessor's royalty share of the actual amount realized by the lessee from the sale of oil and/or gas. Notwithstanding anything to the contrary herein contained, all royalty paid to Lessor shall be free of all costs and expenses related to the exploration, production and marketing of oil and gas production from the lease including, but not limited to, costs of compression, dehydration, treatment and transportation. Lessor will, however, bear a proportionate part of all those expenses imposed upon Lessee by its gas sale contract to the extent incurred subsequent to those that are obligations of Lessee.

17. This lease may not be maintained in effect for a period exceeding two (2) years past the end of its primary term solely by the payment of shut in royalty.

18. Notwithstanding anything herein above to the contrary, it is expressly agreed that Lessee shall have no right to drill any well or wells from and/or upon the surface of the said land or to use the surface of said land for any purpose including but not limited to the laying of any pipeline. It is understood and agreed that Lessee may slant-drill or horizontally drill under said land and Lessor hereby grants unto Lessee such rights of way, easements, and servitudes in and through the subsurface of said land, as Lessee may require for boring well holes, casing same, and otherwise completing, producing, and maintaining wells in and under said land.

19. In the event Lessee needs access to any portion of the leased premises, Lessor and Lessee agree this access must be approved in writing by a recordable instrument. It is understood that said written consent only applies to the individual surface owner being accessed and the Lessee. In no event, will it be necessary to acquire all of the Lessor's signatures for purposes defined in this paragraph.

20. This lease covers oil, gas, and associated liquid or liquefiable hydrocarbons or the constituent elements of any of the elements named, and sulfur necessarily produced therewith, but this lease does not cover or include any other minerals, with all other such minerals being reserved to the Lessor herein. Accordingly, the words "oil, gas" when used herein shall mean oil, gas and associated liquid or liquefiable hydrocarbons and their constituent elements and sulfur necessarily produced therewith and the words "all other minerals" whenever used herein shall be stricken from this lease so that such "all other minerals" as defined herein are reserved to the Lessor.

21. Lessee shall comply with all city codes and ordinances including provisions of the zoning ordinance concerning the drilling of oil and gas wells.

22. If as a result of activities of Lessee or Lessee's agents, servants, employees or subcontractors, damages or other remedial action is sought by a governmental body against Lessor, Lessee shall have the obligation to defend and hold harmless Lessor from fines, costs, obligations, expenses or legal proceedings in courts of law or otherwise at Lessee's cost and shall be obligated to pay any and all valid damages and claims or perform any remedial actions assessed against Lessor. The provisions of this Section shall be binding between the parties hereto for a period of two years after cessation of any operations under the Lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSEE

By: *Don Lane*
Title: Partner
Date: 9.20.05



SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Caroline Michael
Individually and as agent for the State of Texas

BY: [Signature]
Individually and as agent for the State of Texas

Date: 9/07/05

Date: 9/7/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Michael
DAVID C. MICHAEL

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of Sept., 2005



Tiffany Talbert
Notary Public in and for the State of Texas

Block 12, Lot 17R
D C C M Michael
320 E. Green River Blvd
Fort Worth Texas
76103



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas
Date: 7-29-05

BY: [Signature]
Individually and as agent for the State of Texas
Date: 7-29-05

STATE OF TEXAS §
COUNTY OF TARRANT §

JENNIFER BASS
Craig Bass

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of 2005, 2005

(seal) 

[Signature]
Notary Public in and for the State of Texas

Bass, Steven C & Jennifer
312 Green River Trail
Fort Worth, TX 76103

Blk 12, Lt 20; Blk12, Lt19R;
Blk12, Lt 18R
White Lake Hills Addition ~~3.1308 acres~~
Tarrant County, Texas 2.48 acres

 TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

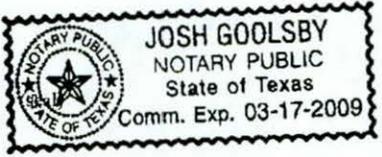
BY: John R. Horton
Individually and as agent for the State of Texas
Date: 8.5.05

BY: X Elaine Horton
Individually and as agent for the State of Texas
Date: 8/5/05

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared John R & Elaine Horton
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of August, 2005



Josh Goolsby
Notary Public in and for the State of Texas

Horton, John R & Elaine M
300 Green River Trail
Fort Worth, TX 76103

Block 12, Lot 21
White Lake Hills Addition ~~0.761~~ acres
Tarrant County, Texas .5 acres

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Olga I. Moore
Individually and as agent for the State of Texas

BY: Clarence Moore Jr.
Individually and as agent for the State of Texas

Date: 7-28-05

Date: 7-28-05

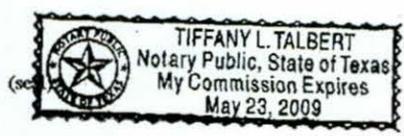
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Olga I. Moore
Clarence Moore Jr.

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28 day of July, 2005



Tiffany Talbert
Notary Public in and for the State of Texas

Moore, Clarence Jr. & Olga
220 Green River Tr
Fort Worth, TX 76103

Block 12, Lot 22
White Lake Hills Addition
Tarrant County, Texas

0.6751 acres

.45



SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Kenneth H. Bateman
Individually and as agent for the State of Texas

BY: Cathleen P. Bateman
Individually and as agent for the State of Texas

Date: 10-20-05

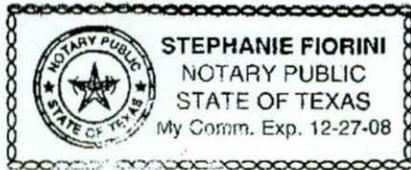
Date: 10/20/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared in person at
Bank of America with Fred
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of October, 2005



Stephanie Fiorini
Notary Public in and for the State of Texas

Bateman, Cathleen & Ken
P.O.Box 8426
Fort Worth, TX 76124

Block 12, Lot 23
White Lake Hills Addition .6905 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas
Date: 7-11-05

BY: _____
Individually and as agent for the State of Texas
Date: _____

STATE OF TEXAS §

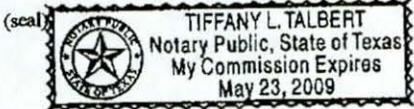
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Larry D. Sprowls

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of July, 2005

[Signature]
Notary Public in and for the State of Texas



Sprowls, Larry D
212 Green River Tr
Fort Worth, TX 76103

Block 12, Lot 24
White Lake Hills Addition ~~0.7321 acres~~
Tarrant County, Texas
.2196

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: X Rachael Sandifer
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: July 29, 2005

Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Rachael Sandifer

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29th day of July, 2005



Teji Teverbaugh
Notary Public in and for the State of Texas

Sandifer, Elizabeth Rachael
208 Green River Tr
Fort Worth, TX 76103

Block 12, Lot 25R
White Lake Hills Addition 0.6575 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS;
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005 FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD. AS LESSEE

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 6/10/05
Ngoc Tran

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 6/10/05
Lily Tran

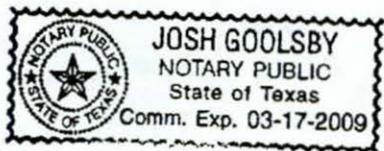
STATE OF TEXAS)

COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Ngoc & Lily Tran

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of June, 2005.



[Signature]
Notary Public in and for the State of Texas

200 Green River Trl
Ft Worth Tx 76103

White Lake Hills
Blk 12 Lts 27A & 27B1 .4 AC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Sara S. DeLorme
Individually and as agent for the State of Texas

BY: William C. DeLorme
Individually and as agent for the State of Texas

Date: 6-24-05

Date: 6-24-05

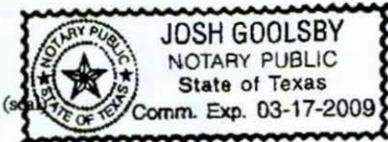
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared William C & Sara S DeLorme

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of June, 2005



Josh Goolsby
Notary Public in and for the State of Texas

Delorme, William C Jr
204 Green River Tr.
Fort Worth, TX 76103

Block 12, Lot 26R
White Lake Hills Addition 0.6398 acres
Tarrant County, Texas .14 acres

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005 FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD. AS LESSEE

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 6/10/05
Ngoc Tran

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 6/10/05
Lily Tran

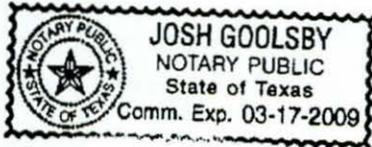
STATE OF TEXAS)

COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Ngoc & Lily Tran

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of June, 2005.



[Signature]
Notary Public in and for the State of Texas

200 Green River Trl
Ft Worth Tx 76103
White Lake Hills
Blk 12 Lts 27A & 27B1 .4 AC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Sherril Glaser
Individually and as agent for the State of Texas

BY: [Signature]
Individually and as agent for the State of Texas

Date: July 8, 2005

Date: 7/8/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Sherril Glaser
Peter Glaser

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8 day of July, 2005

Tiffany Talbert
Notary Public in and for the State of Texas



Glaser, Peter & Sherril L.
201 Green River Trail
Fort Worth, Texas 76103

Block 12, Lot 27Br
White Lake Hills Addition .4087 acres
Tarrant County, Texas



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas
Date: 6-16-05

STATE OF TEXAS

BY: Catalina McFadden
Individually and as agent for the State of Texas
Date: 6-16-05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared David & Catalina McFadden

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of June, 2005



[Signature]
Notary Public in and for the State of Texas

McFadden, David & Catalina
7441 Ashcroft Cir
Fort Worth, TX 76120

Block 12, Lot 28A
White Lake Hills Addition ~~0.4975~~ acres
Tarrant County, Texas 0.08 acres

TRUE AND CORRECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Charles T. Pearce
Individually and as agent for the State of Texas

BY: Judy P. Pearce
Individually and as agent for the State of Texas

Date: 6-24-05

Date: 6/24/05

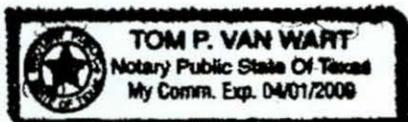
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Charles T. Pearce
Judy P. Pearce

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of June, 2005



[Signature]
Notary Public in and for the State of Texas

Pearce, Charles T & Judith
209 Green River Tr
Fort Worth, TX 76103

Block 12, Lot 28B
White Lake Hills Addition
Tarrant County, Texas
0.5217 acres
417

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Lee Ora Couch
Individually and as agent for the State of Texas

BY: Donald D. Couch
Individually and as agent for the State of Texas

Date: 7-8-05

Date: 7-8-05

STATE OF TEXAS §

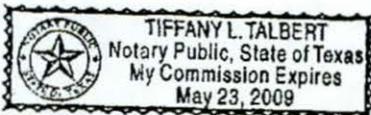
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD D. COUCH
Lee Ora Couch

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8 day of July, 2005

Tiffany Talbert
Notary Public in and for the State of Texas

(seal) 

Couch, Donald & Lee
213 Green River Tr.
Fort Worth, TX 76103

Block 12, Lot 29A
White Lake Hills Addition ~~0.4275~~ acres
Tarrant County, Texas
.41

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: TP Nguyen
Individually and as Agent for the State of Texas
Date: 7/20/05

BY: Mung Mai
Individually and as agent for the State of Texas
Date: 7/20/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared THUY NGUYEN
Mung Mai

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of 2005, 2005



Tiffany Talbert
Notary Public in and for the State of Texas

Nguyen, Thuy Duc & Mai T.
217 Green River Trail
Fort Worth, TX 76103

Block 12, Lot 29B
White Lake Hills Addition .2787 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Donna F. Hester
Individually and as agent for the State of Texas

BY: Michael L. Hester
Individually and as agent for the State of Texas

Date: 07-08-05

Date: 07-08-05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Donna F. Hester
Michael L. Hester

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8 day of July, 2005

Tiffany Talbert
Notary Public in and for the State of Texas



Hester, Mike & Donna
221 Green River Trail
Fort Worth, Texas 76103

Block 12, Lot 30
White Lake Hills Addition .3207 acres
Tarrant County, Texas



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 8/24/05

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas

Date: _____

STATE OF TEXAS §

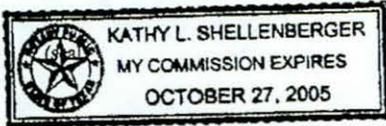
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Adrian Murray

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of August, 2005

Kathy L. Shellenberger
Notary Public in and for the State of Texas



Murray, Adrian
125 Willow Ridge Rd.
Fort Worth, TX 76103

Block 12, Lot 31
White Lake Hills Addition 0.2792 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 9-21-05

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

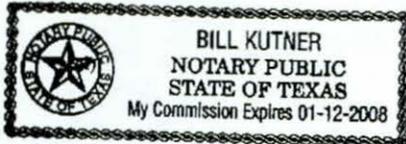
Date: 9-21-05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Brandon K Brewer and wife, Lisa Brewer known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

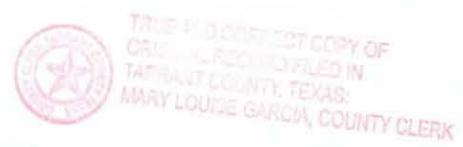
Given under my hand and seal of office this 21st day of September 2005



[Signature]
Notary Public in and for the State of Texas

Brewer, Brandon K & Lisa
129 Willow Ridge Rd
Fort Worth, TX 76103

Block 12, Lot 32
White Lake Hills Addition .2669 acres
Tarrant County, Texas



SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Kim R. Blackman
Individually and as agent for the State of Texas

BY: [Signature]
Individually and as agent for the State of Texas

Date: 7.22.05

Date: 7/22/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Kim R. Blackman and Lisa D. McGarrath known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of July, 2005



Rachel Schur
Notary Public in and for the State of Texas

Blackman, Kim & Lisa McGarrath
205 Willow Ridge Rd
Fort Worth, TX 76103

Block 12, Lot 36
White Lake Hills Addition .4507 acres
Tarrant County, Texas .05 acres

TRUE AND CORRECT COPY OF
OIL AND GAS LEASE FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: * Jonathan Williams
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: _____

Date: _____

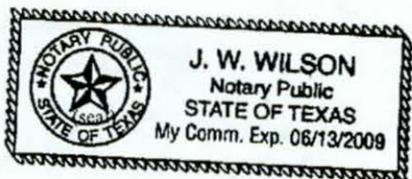
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Jonathan Williams

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Williams, Jonathan
209 Willow Ridge Rd.
Fort Worth, TX 76103

Block 12, Lot 37
White Lake Hills Addition 0.5059 acres
Tarrant County, Texas .3725

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: *Kinanga Eucabeth*
Individually and as agent for the State of Texas
Date: 7-12-05

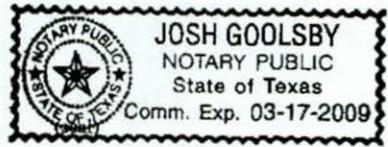
BY: _____
Individually and as agent for the State of Texas
Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

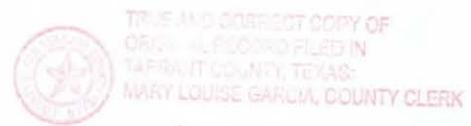
Given under my hand and seal of office this 12th day of July, 2005



J. Goolsby
Notary Public in and for the State of Texas

Kinanga, Eucabeth ~~2004~~
3140 Atrium Dr.
Grand Praire, TX 75052

Block 12, Lot 38
White Lake Hills Addition .47 acres
Tarrant County, Texas



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Joanne Black Watson
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 9/20/05

Date: _____

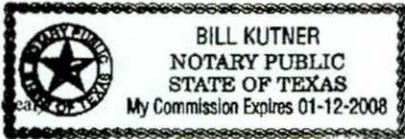
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Joanne Black Watson

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of September 2005



Bill Kutner
Notary Public in and for the State of Texas

Watson, Joanne Black
301 Gren River Trail
Fort Worth, TX 76103

Block 14, Lot 1
White Lake Hills Addition .313 acres
Tarrant County, Texas

Josh

TRUE AND CORRECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: X Shawn Coker
Individually and as agent for the State of Texas
Date: 6-22-05

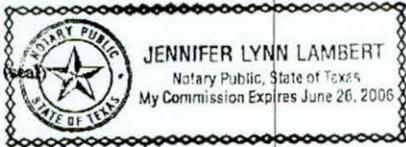
BY: _____
Individually and as agent for the State of Texas
Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Shawn Coker

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of June, 2005



Jennifer Lynn Lambert
Notary Public in and for the State of Texas

Neighborhood Partners of Tx LP
2510 Greenbough Ln
Southlake, TX 76092

Block 14, Lot 2
White Lake Hills Addition 0.318 acres
Tarrant County, Texas .3 acres

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS ^{Subscribed} *mt*

STATE OF TEXAS

BY: *Mary Tapps*
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: *08-11-05*

Date: _____

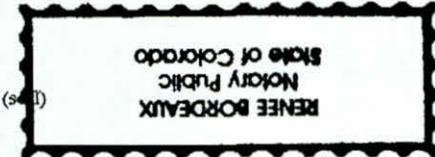
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared *Mary Tapps*

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this *11th* day of *August*, 2005



Renee Bordeaux
Notary Public in and for the State of ~~Texas~~
Colorado

My Commission Expires *1/7/08*

Tapps, Mary
321 Green River Trl
Fort Worth, TX 76103

Block 14, Lot 18R
White Lake Hills Addition 0.4020 acres
Tarrant County, Texas



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

X BY: Al Castro
Individually and as agent for the State of Texas
Date: 10/6/05

STATE OF TEXAS

X BY: Julie Castro
Individually and as agent for the State of Texas
Date: 10/6/05

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Abram Castro
and wife Julie Castro
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of October, 2005

Bill Kutner
Notary Public in and for the State of Texas



Block 16 Lot 1

Abram M. Castro & Julie
421 Dale Hollow Road
Fort Worth, Texas 76103



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Donald P. Goodman
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: July 20, 2005

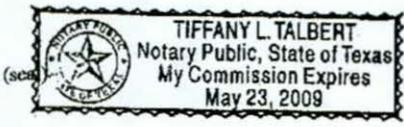
Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD P. GOODMAN

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

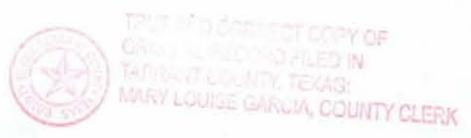
Given under my hand and seal of office this 20 day of July, 2005



Tiffany Talbert
Notary Public in and for the State of Texas

Goodman, Donald P.
5005 Sugar Lake Rd.
Fort Worth, Texas 76103

Block 16, Lot 2
White Lake Hills Addition .2437 acres
Tarrant County, Texas



SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Howard Kliever
Individually and as agent for the State of Texas
Date: 7/12/05

BY: _____
Individually and as agent for the State of Texas
Date: _____

STATE OF TEXAS §

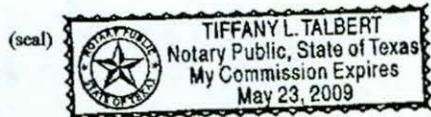
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared HOWARD KLIEVER

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of July, 2005

Tiffany Talbert
Notary Public in and for the State of Texas



Kliever, Howard H.
5013 Sugar Lake Rd
Fort Worth, TX 76103

Block 16, Lot 3
White Lake Hills Addition .325 acres
Tarrant County, Texas

THIS IS A CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS.
MARY LOUISE GARDIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas
Date: 9-20-05

BY: _____
Individually and as agent for the State of Texas
Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared [Signature]

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of September, 2005

[Signature]
Notary Public in and for the State of Texas



Glass, Henry A Est
408 Cedar Creek Ct
Fort Worth, Texas 76103

Block 16, Lot 4
White Lake Hills Addition .2407 acres
Tarrant County, Texas

TRUE & CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

BY: [Signature]
Individually and as agent for the State of Texas

Date: 28, 2005

Date: July 28, 2005

RS July

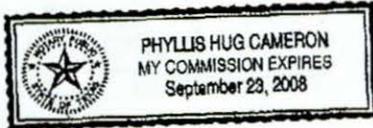
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Ron L. Shumate
and Elaine R. Shumate

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28 day of July, 2005



(seal)

[Signature]
Notary Public in and for the State of Texas

Shumate, Ron & Elaine
404 Cedar Creek Ct.
Fort Worth, TX 76103

Block 16, Lot 5
White Lake Hills Addition .2654 acres
Tarrant County, Texas

THIS IS THE BEST COPY OF
GRANTED AND FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 8-8-05.

Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared HUNG PHI NGU

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of August, 2005



[Signature]
Notary Public in and for the State of Texas

Ngu, Hung Pi
400 Cedar Creek Ct.
Fort Worth TX 76103

BIK 16 Lot 6
. 2644 acres



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: X Richard W. Blair
Individually and as agent for the State of Texas

BY: X Georganna M. Blair
Individually and as agent for the State of Texas

Date: 7-11-05

Date: 7-11-05

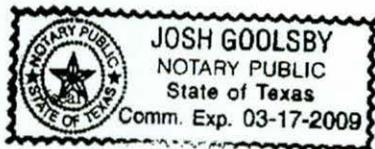
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Richard & Georganna Blair

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Blair, Richard W & Georganna
316 Cedar Creek Ct
Fort Worth, Texas 76103

Block 16, Lot 7
White Lake Hills Addition .2882 acres
Tarrant County, Texas

THIS IS A CORRECT COPY OF
ORIGINAL AND FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARDIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

BY: Stanley Mancil Jr.
Individually and as agent for the State of Texas

Date: 8/16/05

STATE OF TEXAS

BY: Jean J. Mancil
Individually and as agent for the State of Texas

Date: 8/16/05

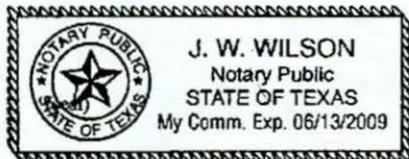
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Stanley Jr. & Jean J. Mancil

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16 day of August, 2005



J. W. Wilson
Notary Public in and for the State of Texas

Mancil, Stanley Jr & Jean J.
312 Cedar Creek Ct
Fort Worth, TX 76103

Block 16, Lot 8
White Lake Hills Addition .2955 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 7-26-05

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas

Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Damon Dockstader

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of 2005, 2005

[Signature]
Notary Public in and for the State of Texas



Dockstader, Damon Eugene
308 Cedar Creek Ct
Fort Worth, Texas 76103

Block 16, Lot 9
White Lake Hills Addition .2992 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 7-22-05

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas

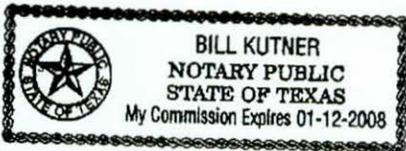
Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Constantine Triantaphilides known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Triantaphilides, Constantine
304 Cedar Creek Ct
Fort Worth, TX 76103

Block 16, Lot 10
White Lake Hills Addition 0.3210 acres
Tarrant County, Texas • 285 acres

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: M. Techt
Individually and as agent for the State of Texas

BY: Gisela Techt
Individually and as agent for the State of Texas

Date: 10.17.05

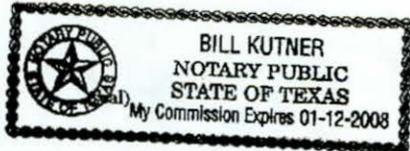
Date: 10-17-05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Manfred Techt and wife Gisela Techt known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of October, 2005



B. Kutner
Notary Public in and for the State of Texas

Techt, Manfred & Gisela
300 Cedar Creek Ct
Fort Worth, TX 76103

Block 16, Lot 11
White Lake Hills Addition 0.3305 acres
Tarrant County, Texas

.3205

THIS IS A CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: *Allen W. Wilkerson*
Individually and as agent for the State of Texas
Date: 7/12/05

BY: _____
Individually and as agent for the State of Texas
Date: _____

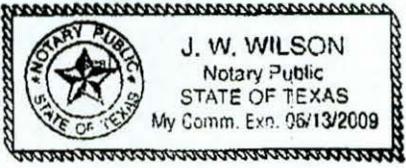
STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Allen W. Wilkerson

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12TH day of July, 2005

J. W. Wilson
Notary Public in and for the State of Texas



Wilkerson, Allen W.
301 Cedar Creek Ct
Fort Worth, TX 76103

Block 16, Lot 12
White Lake Hills Addition .3663 acres
Tarrant County, Texas



SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Gertrude L. Sanborn
Individually and as agent for the State of Texas
Date: 7-28-05

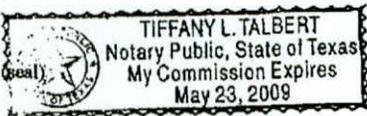
BY: _____
Individually and as agent for the State of Texas
Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared GERTRUDE L. SANBORN

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28 day of July, 2005



Tiffany Talbert
Notary Public in and for the State of Texas

Sanborn, Gertrude Lindsay
305 Cedar Creek Ct
Fort Worth, TX 76103

Block 16, Lot 13R
White Lake Hills Addition .2409 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Bobby C & Markoleta Wilson
Individually and as agent for the State of Texas

BY: Markoleta Wilson
Individually and as agent for the State of Texas

Date: Sept 23, 2005

Date: 9/23/05

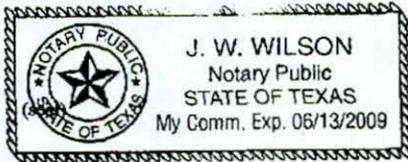
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby C & Markoleta Wilson

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of September, 2005



J. W. Wilson
Notary Public in and for the State of Texas

Wilson, Bobby C & Markoleta
309 Cedar Creek Ct
Fort Worth, TX 76103

Block 16, Lot 14
White Lake Hills Addition .2836 acres
Tarrant County, Texas

THIS IS A CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Coletta Conrad
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 9-9-05

Date: _____

STATE OF TEXAS §

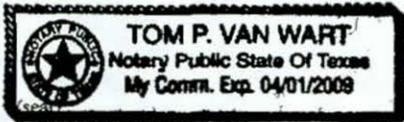
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____

CONRAD, COLETTA

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9 day of Sept., 2005



[Signature]
Notary Public in and for the State of Texas

Conrad, Edward & Coletta
313 Cedar Creek Ct
Fort Worth, Texas 76103

Block 16, Lot 15
White Lake Hills Addition .2838 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas
Date: 6/25/05

BY: [Signature]
Individually and as agent for the State of Texas
Date: 6/25/05

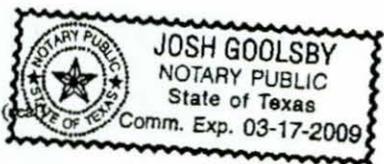
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Melissa & Kevin Neece

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of June, 2005



[Signature]
Notary Public in and for the State of Texas

Neece, Melissa Lee & Kevin
317 Cedar Creek Ct.
Fort Worth, TX 76103

Block 16, Lot 16
White Lake Hills Addition .296 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL FLOWING FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Karen C Teague
Individually and as agent for the State of Texas

BY: William L. Teague
Individually and as agent for the State of Texas

Date: July 20, 2005

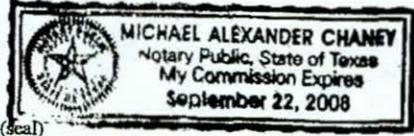
Date: 7/20/05

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Karen C Teague
& William L. Teague

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of July, 2005



Michael Alexander Chaney
Notary Public in and for the State of Texas

Karen C. William L. Teague

~~Chaney, Stephen R.~~
401 Cedar Creek Ct
Fort Worth, Texas 76103

Block 16, Lot 17
White Lake Hills Addition .2926 acres
Tarrant County, Texas

THIS IS A TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Jean M. Spicer
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 7-12-05

Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Jean M. Spicer

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of July, 2005

(seal)



Tiffany Talbert
Notary Public in and for the State of Texas

Spicer, Jean Marie
405 Cedar Creek Ct
Fort Worth, TX 76103

Block 16, Lot 18
White Lake Hills Addition .2926 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Ray P. Wofford
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 8/2/05

Date: _____

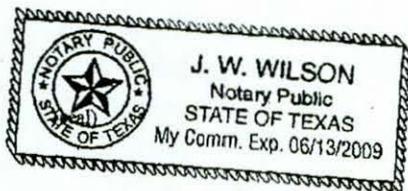
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Ray P. Wofford

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

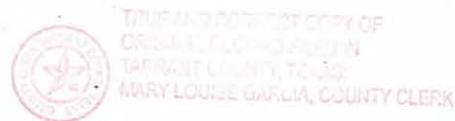
Given under my hand and seal of office this 2nd day of August, 2005



J. W. Wilson
Notary Public in and for the State of Texas

Woffard, Ray P
409 Cedar Creek Ct
Fort Worth, TX 76103

Block 16, Lot 19
White Lake Hills Addition .229 acres
Tarrant County, Texas



SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Sara M Bruton
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: ~~6/17~~ 7/7/05

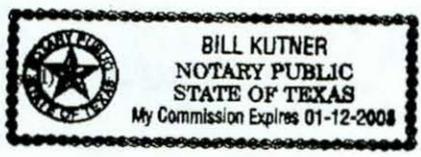
Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____

Sarah M Bruton
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of July, 2005



Bill Kutner
Notary Public in and for the State of Texas

Bruton, Sara Margaret
5021 Sugar Lake Rd.
Fort Worth, Texas 76103

Block 16, Lot 20
White Lake Hills Addition .3062 acres
Tarrant County, Texas



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Herman A. Dodson
Individually and as agent for the State of Texas

BY: [Signature]
Individually and as agent for the State of Texas

Date: July 11

Date: 7-11-05

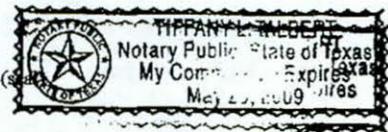
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Ms H. A. Dodson
HERMAN A DODSON

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of July, 2005



Tiffany Albert
Notary Public in and for the State of Texas

Dodson, Herman A Jr
412 Willow Ridge Rd
Fort Worth, Texas 76103

Block 16, Lot 21
White Lake Hills Addition .2334 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: John F. White
Individually and as agent for the State of Texas

BY: Mignon T. White
Individually and as agent for the State of Texas

Date: 7-12-05

Date: 7-12-05

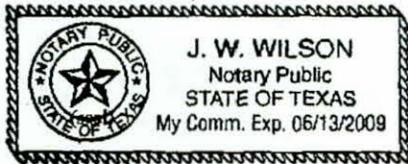
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared John & Mignon T. White

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

White, John & Mignon T
408 Willow Ridge Rd
Fort Worth, TX 76103

Block 16, Lot 22
White Lake Hills Addition .2984 acres
Tarrant County, Texas

THIS IS THE CORRECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

BY: Gary W. Cumbie
Individually and as agent for the State of Texas
Date: 7/23/2005

STATE OF TEXAS

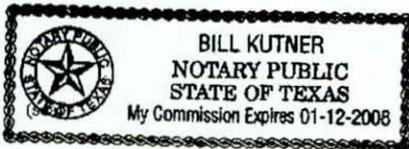
BY: Jane E. Cumbie
Individually and as agent for the State of Texas
Date: 7/23/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Gary Cumbie
and wife, Jane E. Cumbie
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of July, 2005



Bill Kutner
Notary Public in and for the State of Texas

Cumbie, Gary & Jane E
400 Willow Ridge Rd
Fort Worth, Texas 76103

Block 16, Lot 23
White Lake Hills Addition .3357 acres
Tarrant County, Texas

THIS IS THE CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Patrick J. Krick
Individually and as agent for the State of Texas
Date: 6-23-05

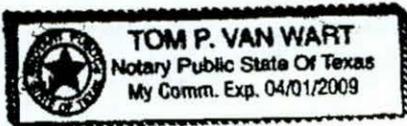
BY: Kathleen Krick
Individually and as agent for the State of Texas
Date: 6/23/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Patrick & Kathleen Krick known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of June, 2005



[Signature]
Notary Public in and for the State of Texas

Krick, Patrick J & Kathleen
312 Willow Ridge Rd.
Fort Worth, TX 76103

Block 16, Lot 24
White Lake Hills Addition .4188 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Mary E. Cantrell
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: July 8, 2005

Date: _____

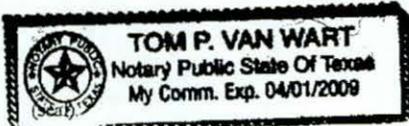
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Mary E. Cantrell

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

BIK 16 Lot 25
White Lake Hills Addition

Mary E Cantrell
P.O. Box 8775
Fort Worth, Texas
76124

THIS IS THE CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

BY: Shauna J. Embree
Individually and as agent for the State of Texas

Date: 10-7-05

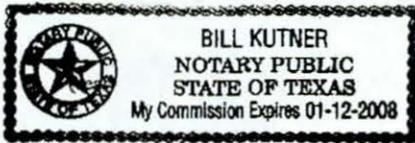
Date: 10-7-05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas J. Embree
and wife Shauna L. Embree
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of October, 2005



[Signature]
Notary Public in and for the State of Texas

Embree, Thomas J.
304 Willow Ridge Rd
Fort Worth, Texas 76103

Block 16, Lot 26
White Lake Hills Addition .4595 acres
Tarrant County, Texas

THIS IS A CORRECT COPY OF
ORIGINAL PROVIDED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 7-5-05

Date: _____

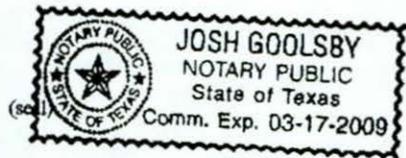
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Liu, Gwo Bin
252 Willow Ridge Rd
Fort Worth, TX 76103

Block 16, Lot 28
White Lake Hills Addition .5363 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Peter J. Mitchell
Individually and as agent for the State of Texas

BY: Jacqueline Mitchell
Individually and as agent for the State of Texas

Date: 6-25-05

Date: 06/25/05

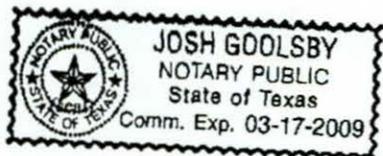
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Peter & Jacqueline Mitchell

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of June, 2005



Josh Goolsby
Notary Public in and for the State of Texas

Mitchell, Peter & Jacquelin 5th
248 Willow Ridge Rd
Fort Worth, TX 76103

Block 16, Lot 29
White Lake Hills Addition .5575 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: *Edward & Rebecca Stephan*
Individually and as agent for the State of Texas

BY: *Rebecca A. Stephan*
Individually and as agent for the State of Texas

Date: 8-13-05

Date: 8/13/05

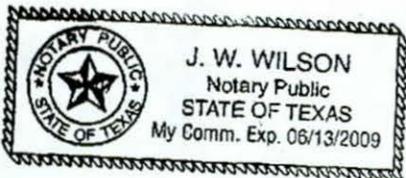
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Edward & Rebecca Stephan

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13TH day of August, 2005



J. W. Wilson
Notary Public in and for the State of Texas

Stephan, Edward & Rebecca
236 Willow Ridge Rd
Fort Worth, TX 76103

Block 16, Lot 30
White Lake Hills Addition .5051 acres
Tarrant County, Texas

THIS IS A CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
MIRY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005 FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD. AS LESSEE

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 6-6-05

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

Date: 6-6-05

STATE OF TEXAS }

COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared Subhash & Kiren Sharma

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of June, 2005.



[Signature]
Notary Public in and for the State of Texas

White Lake Hills Addition
Blk 16 Lot 32

228 Willow Ridge Rd
Fort Worth Tx 76103

THIS IS A CORRECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Willie L. Morrow
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 6/30/05

Date: _____

STATE OF TEXAS §

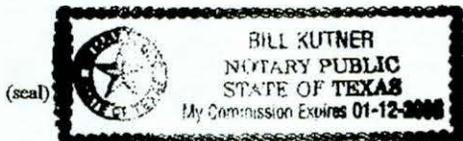
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____

Willie S Morrow

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of June, 2005



Bill Kutner
Notary Public in and for the State of Texas

Morrow, William S & Willie
224 Willow Ridge Rd
Fort Worth, TX 76103

Block 16, Lot 33
White Lake Hills Addition ~~0.528~~ acres
Tarrant County, Texas 0.324

THIS IS A CORRECT COPY OF
CASE NUMBER 050101 FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Michael Walton
Individually and as agent for the State of Texas

BY: Brandi Walton
Individually and as agent for the State of Texas

Date: 8/3/05

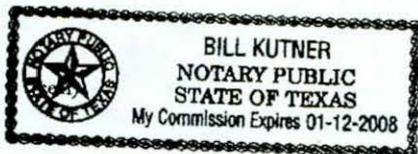
Date: 8/3/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Walton
& Brandi Walton, husband & wife
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of August, 2005



Bill Kutner
Notary Public in and for the State of Texas

Walton, Michael & Brandi
220 Willow Ridge Rd.
Fort Worth, TX 76103

Block 16, Lot 34
White Lake Hills Addition 0.502 acres
Tarrant County, Texas 0.490 ac

THIS IS A CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas
Date: 9-21-2005

BY: [Signature]
Individually and as agent for the State of Texas
Date: 8-12-05

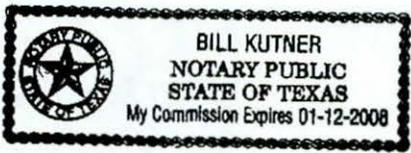
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Gary Odom and
Rorina Odom, husband and wife
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of August, 2005

[Signature]
Notary Public in and for the State of Texas



Odom, Gary
216 Willow Ridge Rd
Fort Worth, TX 76103

Block 16, Lot 35
White Lake Hills Addition 0.5159 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: John Baker
Individually and as agent for the State of Texas
Date: 21st July 2005

BY: _____
Individually and as agent for the State of Texas
Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared John Baker

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of July, 2005



Bill Kutner
Notary Public in and for the State of Texas

Baker, John
9524 Watercress Dr.
Fort Worth, TX 76135

Blk 16, Lot 40; Blk 16, Lot39
White Lake Hills Addition .7304 acres
Tarrant County, Texas
.14608 acres

THIS IS A TRUE COPY OF
ORIGINAL FILED IN
TARRANT COUNTY TEXAS
MINY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas

BY: Susan Johnson
Individually and as agent for the State of Texas

Date: 8/3/2005

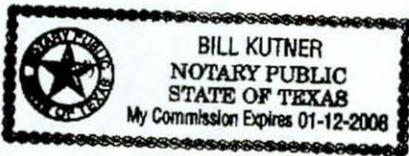
Date: 8/3/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Johnson
and Susan Johnson husband and wife
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of August, 2005



[Signature]
Notary Public in and for the State of Texas

Johnson, Mark & Susan
405 Dale Hollow Rd
Fort Worth, TX 76103

Block 16, Lot 41
White Lake Hills Addition 0.4222 acres
Tarrant County, Texas 0.1000 acres

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005 FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD. AS LESSEE

STATE OF TEXAS

BY: Milton Marshall
Individually and as agent for the State of Texas

Date: 07-28

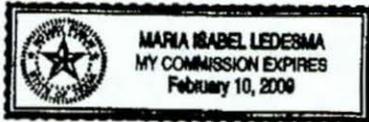
STATE OF TEXAS

BY: Maria Isabel Ledesma
Individually and as agent for the State of Texas

Date: 7/28/05

STATE OF TEXAS

COUNTY OF TARRANT



BEFORE ME, the undersigned authority, on this day personally appeared Milton Marshall
& Kathleen Marshall

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of July, 2005.

Maria Isabel Ledesma Average
Notary Public in and for the State of Texas Total 18+

Marshall, Milton & Kathleen
1000 Eagle Ridge Dr.
Apt # 1723
Ft Worth, Tx 76112

Block No, Lot 42
White Lake Hills Addition
Tarrant County, Texas

~~to 3 acres~~ .3775
State: -1775

THIS IS A CORRECT COPY OF
ORIGINAL INSTRUMENT FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Doris F. Carter
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: July 11, 2005

Date: _____

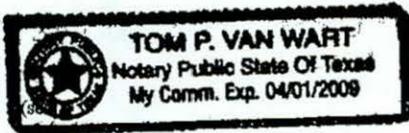
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared DORIS F. CARTER

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Carter, Doris Faye
513 Willow Ridge Rd.
Fort Worth, Texas 76103

Block 17, Lot 1
White Lake Hills Addition .3568 acres
Tarrant County, Texas



THIS IS A TRUE COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Willy E. Anderson
Individually and as agent for the State of Texas

BY: Patricia A. Anderson
Individually and as agent for the State of Texas

Date: 7-25-05

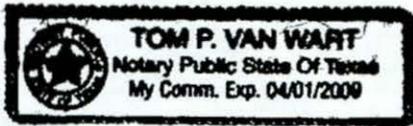
Date: 7-25-05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Willy E. Anderson
And Patricia A. Anderson
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of July, 2005



(seal)

[Signature]
Notary Public in and for the State of Texas

Anderson, Willy E.
509 Willow Ridge Road
Fort Worth, Texas 76103

Block 17, Lot 2
White Lake Hills Addition 0.3159 acres
Tarrant County, Texas

THIS IS A PERFECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Gerold F Schlager
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 2 August 2005

Date: _____

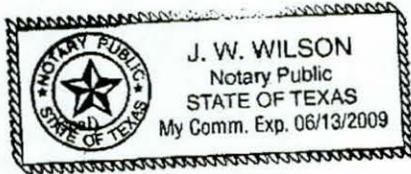
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Gerold F. Schlager

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of August, 2005



[Signature]
Notary Public in and for the State of Texas

Schlager, Gerold F
505 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 3
White Lake Hills Addition 25
~~2.25~~ acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Roberta F. Wygant
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: July 23, 2005

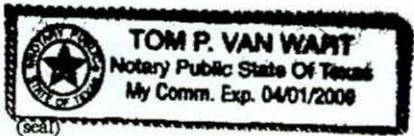
Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERTA F. WYGANT

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Wygant, Roberta F
P.O.Box 50218
Fort Worth, TX 76105

Block 17, Lot 4
White Lake Hills Addition .463 acres
Tarrant County, Texas

TRUE & CORRECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Richard M. Buell
Individually and as agent for the State of Texas

BY: Bonnie R Buell
Individually and as agent for the State of Texas

Date: 7/20/05

Date: 7/20/2005

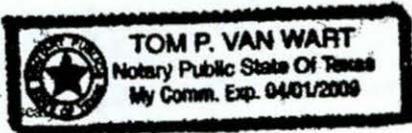
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Richard M. BUELL,
and BONNIE R. BUELL

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Richard M + Bonnie R
Buell Family Living Trust

~~Buell, Richard & Bonnie~~
405 Willow Ridge Rd.
Fort Worth, Texas 76103

Block 17, Lot 5
White Lake Hills Addition .4457 acres
Tarrant County, Texas



SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Cirino R. Marcos
Individually and as agent for the State of Texas

BY: Connie R. Marcos
Individually and as agent for the State of Texas

Date: 7-8-05

Date: 7/8/05

STATE OF TEXAS §

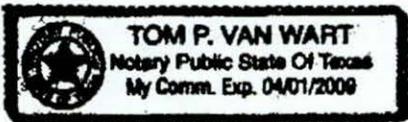
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Cirino & Connie

MARCO S

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Marcos, Cirino R & Connie
401 Willow Ridge Rd.
Fort Worth, TX 76103

Block 17, Lot 6
White Lake Hills Addition .318 acres
Tarrant County, Texas

THIS IS A CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Mary E. Cebell
Individually and as agent for the State of Texas

BY: Vere A. Cebell Jr.
Individually and as agent for the State of Texas

Date: 7-8-05

Date: 7-8-05

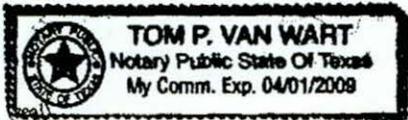
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Vere A. Cebell, Jr.

Mary Mary E Cebell
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Cebell, Vere A Jr.
P.O.Box 8527
Fort Worth, Texas 76124

Block 17, Lot 7
White Lake Hills Addition .3135 acres
Tarrant County, Texas

NOTARY PUBLIC, COUNTY OF TARRANT, TEXAS
MAY LOUISE GIBSON, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Annette M Shaw
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 06-01-05

Date: _____

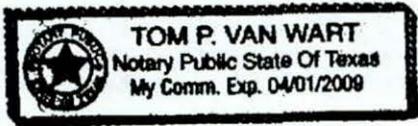
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared ANNETTE M. SHAW

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of June, 2005



[Signature]
Notary Public in and for the State of Texas

Shaw, Annette
309 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 8
White Lake Hills Addition .3337 acres
Tarrant County, Texas

THIS IS A TRUE AND CORRECT COPY OF
ORIGINAL FILED IN
THE CLERK'S OFFICE, TARRANT COUNTY, TEXAS
MAY 12 2005 MARILIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: James R. Martin
Individually and as agent for the State of Texas

BY: Rebecca Martin
Individually and as agent for the State of Texas

Date: 8/10/05

Date: 8/10/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES R MARTIN
AND REBECCA MARTIN
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10TH day of AUGUST, 2005

Forest K Naylor
Notary Public in and for the State of Texas

(seal)



Martin, James R & Rebecca
305 Willow Ridge Rd.
Fort Worth, TX 76103

Block 17, Lot 9
White Lake Hills Addition .3924 acres
Tarrant County, Texas

THIS INSTRUMENT COPY OF
FILED IN
TARRANT COUNTY, TEXAS
MIRY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: *[Signature]*
Individually and as agent for the State of Texas

BY: *Jerrye D. Sherrard*
Individually and as agent for the State of Texas

Date: 8/9/05

Date: 8/9/05

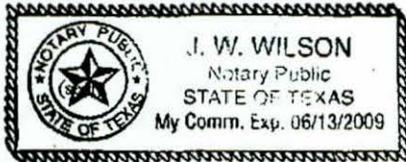
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Charles & Jerrye Sherrard

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9TH day of August, 2005



[Signature]
Notary Public in and for the State of Texas

Sherrard, Charles & Jerrye
301 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 10
White Lake Hills Addition .422 acres
Tarrant County, Texas

817-654-0009

THIS IS A TRUE AND CORRECT COPY OF
CERTAIN INSTRUMENT FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Reginald H. Denny
Individually and as agent for the State of Texas
Date: 7/12/05

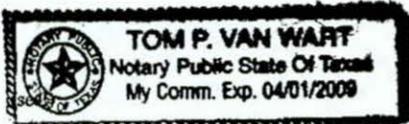
BY: Debra A. Denny
Individually and as agent for the State of Texas
Date: 7/12/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared REGINALD H. DENNY
DEBRA A. DENNY
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Denny, Reginald Hugh
257 Willow Ridge Rd
Fort Worth, Texas 76103

Block 17, Lot 11
White Lake Hills Addition .4586 acres
Tarrant County, Texas

THIS IS A TRUE AND CORRECT COPY OF
THE ORIGINAL FILED IN
THE PUBLIC RECORDS, TARRANT COUNTY, TEXAS
MARY LUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Raymond H. Angel
Individually and as agent for the State of Texas

BY: Judith C. Angel
Individually and as agent for the State of Texas

Date: 7/26/05

Date: 7/26/05

STATE OF TEXAS §

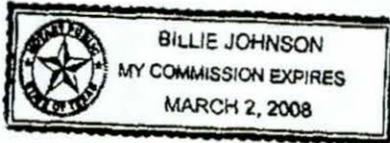
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Raymond H. & Judith C. Angel
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of July, 2005

Billie Johnson
Notary Public in and for the State of Texas

(seal)



Angel, Raymond II & Judith
253 Willow Ridge Road
Fort Worth, Texas 76103

Block 17 Lot 12
White Lake Hills Addition
Tarrant County, Texas

0.5390 acres

THIS IS A CORRECT COPY OF
CERTIFICATE FILED IN
TARRANT COUNTY, TEXAS
MARY LAURE GARZA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Nicholas & Andrea Padilla
Individually and as agent for the State of Texas

BY: Andrea Padilla
Individually and as agent for the State of Texas

Date: 7/19/05

Date: 7/19/05

STATE OF TEXAS §

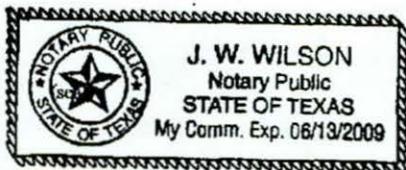
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____

Nicholas & Andrea Padilla

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19TH day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Padilla, Nicholas & Andrea
249 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 13R
White Lake Hills Addition
Tarrant County, Texas

0.8560 acres
8320

FILED IN COUNTY OF TARRANT TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: *Alex Jimenez*
Individually and as agent for the State of Texas
Date: 8/15/05

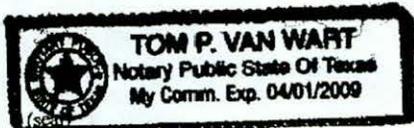
BY: *Maryellen Jimenez*
Individually and as agent for the State of Texas
Date: 8-15-05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared ALEX JIMENEZ
& Maryellen Jimenez
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of August, 2005



[Signature]
Notary Public in and for the State of Texas

Jimenez, Alex & Maryellen
245 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 14R
White Lake Hills Addition 0.7469 acres
Tarrant County, Texas .36 acres



SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Nancy Freeman
Individually and as agent for the State of Texas

BY: Leonard Freeman
Individually and as agent for the State of Texas

Date: 8-13-05

Date: 8-13-05

STATE OF TEXAS §

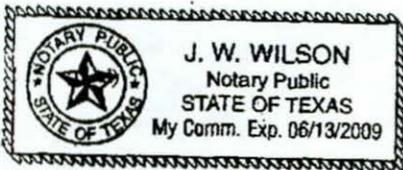
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Nancy & Leonard Freeman

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13TH day of August, 2005

J. W. Wilson
Notary Public in and for the State of Texas



Freeman, Leonard & Nancy
241 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 15
White Lake Hills Addition 0.5193 acres
Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: [Signature]
Individually and as agent for the State of Texas
Date: 08/11/05

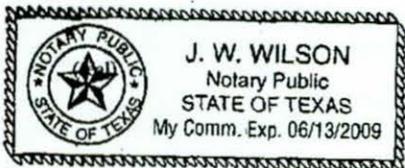
BY: [Signature]
Individually and as agent for the State of Texas
Date: 8-11-05

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Thao Phan; Nguyen Huu

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

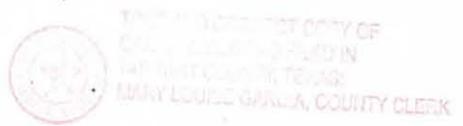
Given under my hand and seal of office this 11 day of August, 2005



[Signature]
Notary Public in and for the State of Texas

Phan, Thao
237 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 16
White Lake Hills Addition 0.4329 acres
Tarrant County, Texas



SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Eden Davis
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 7-25-05

Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Eden Davis

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of July, 2005



Josh Goolsby
Notary Public in and for the State of Texas

Davis, Eden
Swander, Stephen H
233 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 17
White Lake Hills Addition 0.414 acres
Tarrant County, Texas 0.13 acres

THIS IS A TRUE COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Monique Nicholson
Individually and as agent for the State of Texas
Date: 8/9/05

BY: _____
Individually and as agent for the State of Texas
Date: _____

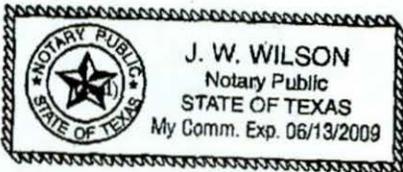
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Monique B. Nicholson

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9TH day of August, 2005



[Signature]
Notary Public in and for the State of Texas

Nicholson, Monique B
7112 Stonewall Rd
Fort Worth, TX 76140

Block 17, Lot 18
White Lake Hills Addition 0.5013 acres
Tarrant County, Texas

THIS IS A TRUE AND CORRECT COPY OF
CERTAIN INSTRUMENT FILED IN
THE PUBLIC RECORDS OF TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

BY: Bobby Sanders
Individually and as agent for the State of Texas
Date: 6-21-05

STATE OF TEXAS

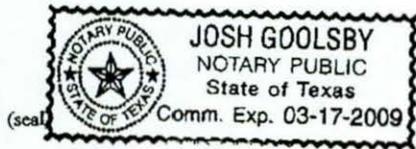
BY: Dorothy Sanders
Individually and as agent for the State of Texas
Date: 6-21-05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Bob Ray Sanders & Dorothy Sanders
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of June, 2005



Josh Goolsby
Notary Public in and for the State of Texas

Sanders, Bob R & Dorothy
225 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 19
White Lake Hills Addition ~~0.5711~~ acres
Tarrant County, Texas .14 acres

THIS INSTRUMENT COPY OF
ORIGINALLY FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Doris Campbell
Individually and as agent for the State of Texas

BY: [Signature]
Individually and as agent for the State of Texas

Date: 7-14-05

Date: 7-14-05

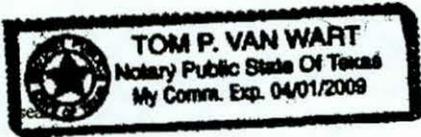
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared DORIS CAMPBELL #

DONALD R. CAMPBELL, JR
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

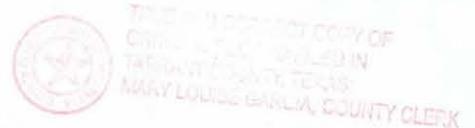
Given under my hand and seal of office this 14th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Campbell, Donald Jr & Doris
221 Willow Ridge Rd
Fort Worth, TX 76103

Block 17, Lot 20,21
White Lake Hills Addition 1.2402 acres
Tarrant County, Texas



SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Myra Lynn Atkins
Individually and as agent for the State of Texas
Date: 8-19-2005

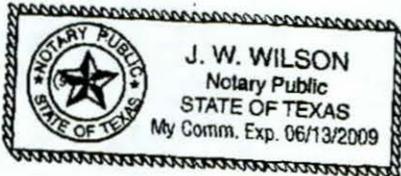
BY: _____
Individually and as agent for the State of Texas
Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Myra Lynn Atkins

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of August, 2005



[Signature]
Notary Public in and for the State of Texas

Akins, Myra Lynn
5025 Boulder Lake Road
Fort Worth, Texas 76103

Block 19, Lot 1
White Lake Hills Addition 0.2864 acres
Tarrant County, Texas

THIS IS A TRUE AND CORRECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

BY: Timothy T Slavik
Individually and as agent for the State of Texas
Date: 8/16/05

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas
Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16 day of August, 2005



Tiffany Talbert
Notary Public in and for the State of Texas

Slavik, Timothy T
5021 Boulder Lake Rd
Fort Worth, TX 76103

Block 19, Lot 2
White Lake Hills Addition .2545 acres
Tarrant County, Texas

THIS INSTRUMENT COPY OF
FILED IN
TARRANT COUNTY, TEXAS
MARYLOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Joseph E. Langloys
Individually and as agent for the State of Texas

BY: Marcine Langloys
Individually and as agent for the State of Texas

Date: 9-20-05

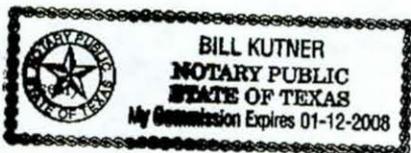
Date: 9-20-05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Joseph E. Langloys
and wife, Marcine Langloys
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of September 2005



Bill Kutner
Notary Public in and for the State of Texas

Langloys, Joseph & Marcine
5017 Boulder Lake Rd
Fort Worth, TX 76103

Block 19, Lot 3
White Lake Hills Addition .2447 acres
Tarrant County, Texas

THIS IS A CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Mary K. Clayton
Individually and as agent for the State of Texas

BY: _____
Individually and as agent for the State of Texas

Date: 6-20-05

Date: _____

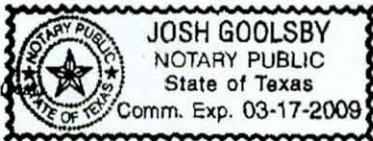
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Mary K. Clayton

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of June, 2005



[Signature]
Notary Public and for the State of Texas

Clayton, Mary K
5013 Boulder Lake Rd.
Fort Worth, TX 76103

Block 19, Lot 4
White Lake Hills Addition .2388 acres
Tarrant County, Texas .237 acres

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Lavinia W. Swanberg
Individually and as agent for the State of Texas

BY: Richard A. Swanberg
Individually and as agent for the State of Texas

Date: 7/19/05

Date: 7/19/2005

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared LAVINIA W. SWANBERG

RICHARD A. SWANBERG

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of July, 2005

Tiffany L. Talbert
Notary Public in and for the State of Texas



Swanberg, Richard & Lavinia
5009 Boulder Lake Rd.
Fort Worth, TX 76103

Block 19, Lot 5
White Lake Hills Addition ~~0.2341~~ acres
Tarrant County, Texas
.1675

THIS IS A TRUE AND CORRECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Jean M Baker
Individually and as agent for the State of Texas

BY: Robert D Baker
Individually and as agent for the State of Texas

Date: 7/7/05

Date: 7/7/05

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT D. BAKER
and Jean M. Baker

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of July, 2005



Tiffany Talbert
Notary Public in and for the State of Texas

Baker, Robert & Jean
5005 Boulder Lake Rd
Fort Worth, TX 76103

Block 19 E'83, Lot 6
White Lake Hills Addition ~~2313~~ acres
Tarrant County, Texas .1713

THIS IS A CERTIFIED COPY OF
CERTIFICATE FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Roscoe C Ham Jr
Individually and as agent for the State of Texas

BY: JoAnn Ham
Individually and as agent for the State of Texas

Date: 7-26-05

Date: 7-26-05

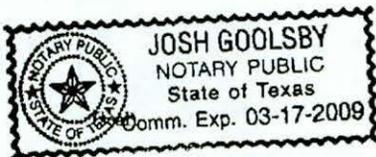
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Roscoe C Jr & JoAnn Ham

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of July, 2005



[Signature]
Notary Public in and for the State of Texas

JoAnn
Ham, Roscoe C Jr & ~~JoAnn~~
5004 Sugar Lake Rd.
Fort Worth, Texas 76103

Block 19, Lot 18
White Lake Hills Addition .2349 acres
Tarrant County, Texas

THIS IS A CORRECT COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005,
FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Wilford B. Carlisle
Individually and as agent for the State of Texas

BY: Llano C. Carlisle
Individually and as agent for the State of Texas

Date: July 12, 2005

Date: July 12, 2005

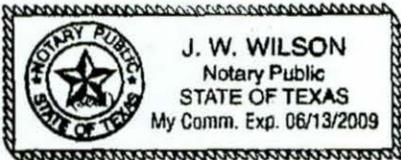
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Wilford B & Llano Carlisle

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12TH day of July, 2005



[Signature]
Notary Public in and for the State of Texas

Carlisle, Wilford B
5008 Sugar Lake Rd.
Fort Worth, Texas 76103

Block 19, Lot 19
White Lake Hills Addition .2321 acres
Tarrant County, Texas

THIS IS A TRUE AND CORRECT COPY OF
THE ORIGINAL FILED IN
THE PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
MARY LOUIS GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Charles Jones as POA for
Individually and as agent for the State of Texas

BY: Amy Jeral Ballinger
Individually and as agent for the State of Texas

Date: 10-17-05

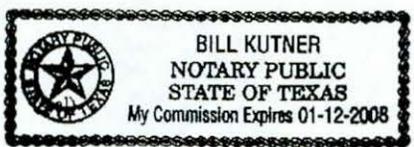
Date: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Charles Jones as
Power of Attorney for Amy Jeral Ballinger
known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of October 2005



Bill Kutner
Notary Public in and for the State of Texas

Ballinger, Amy Jeral
4415 Bellaire Dr S. Apt 102
Fort Worth, Texas 76109

Block 19, Lot 20
White Lake Hills Addition .2444 acres
Tarrant County, Texas

600 Independence Pkwy # 112
Plano, TEXAS
75075

THIS IS A TRUE COPY OF
CERTIFICATE FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005 FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD. AS LESSEE

STATE OF TEXAS

BY: Nellie J. Michael
Individually and as agent for the State of Texas

Date: 6-6-05

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas

Date: _____

STATE OF TEXAS)

COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Nellie J. Michael

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of June, 2005.



Josh Goolsby
Notary Public in and for the State of Texas

5016 Sugar Lake Rd
Fort Worth, Tx 76103

Blk 19 Lot 2
White Lake Hills Addition
.2882 AC

THIS IS THE BEST COPY OF
ORIGINAL FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: Gerald G. Payne
Individually and as agent for the State of Texas

BY: Debra F. Payne
Individually and as agent for the State of Texas

Date: June 30, 2005

Date: 7-11-05

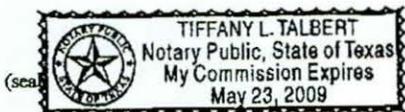
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Gerald G. Payne
Debra F. Payne

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of July, 2005



Tiffany Talbert
Notary Public in and for the State of Texas

Payne, Gerald & Debra F
5020 Sugar Lake Rd
Fort Worth, TX 76103

Block 19, Lot 22
White Lake Hills Addition .304 acres
Tarrant County, Texas

THIS INSTRUMENT WAS FILED IN
COUNTY CLERK'S OFFICE IN
TARRANT COUNTY, TEXAS
MAY 10 2005
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 6, 2005, FROM THE STATE OF TEXAS AS LESSOR TO FOUR SEVENS OIL COMPANY, LTD, AS LESSEE.

STATE OF TEXAS

STATE OF TEXAS

BY: John L. Satterwhite
Individually and as agent for the State of Texas

BY: Glenda Satterwhite
Individually and as agent for the State of Texas

Date: 7/9/05

Date: 7/9/05

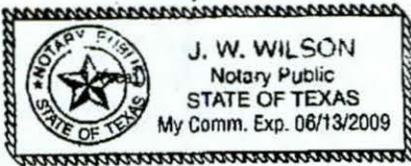
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared John & Glenda Satterwhite

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of July, 2005



J. W. Wilson
Notary Public in and for the State of Texas

Satterwhite, John & Glenda
504 Willow Ridge Rd
Fort Worth, TX 76103

Block 19, Lot 23
White Lake Hills Addition .2571 acres
Tarrant County, Texas



THIS IS A CORRECT COPY OF
THE INSTRUMENT FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK



FOUR SEVENS OIL CO LTD
777 TAYLOR STREET
SUITE 1090
FORT WORTH TX 76102

Submitter: JUDY DEWINE

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/15/2005 12:04 PM
Instrument #: D205343921
OPR 102 \$416.00
PGS



D205343921

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



A CERTIFIED COPY,

ATTEST: Jan. 26th, 2012
MARY LOUISE GIBSON, County Clerk
Tarrant County, Texas

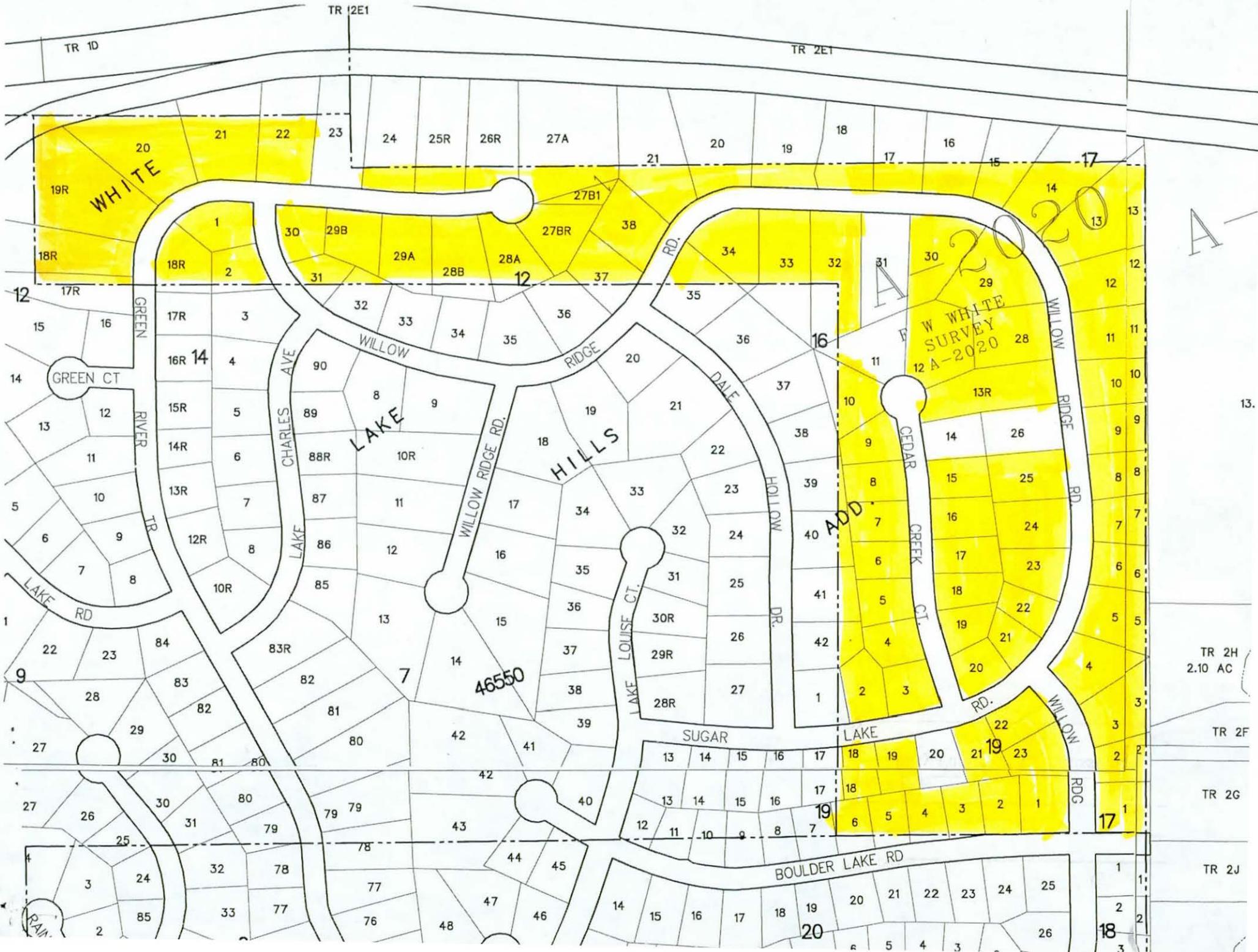
BY: [Signature] Deputy

3.

File No. MF 105814
Certified true

Date Filed: 4-6-05
Jerry E. Patterson, Commissioner
By: [Signature]

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TR 2H
2.10 AC
TR 2F
TR 2G
TR 2J

W WHITE
SURVEY
12 A-2020

ADD

46550

2020

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13.

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RAM

J.

File No. WF 105814

Map

Date Filed: 7/25/05
Jerry Patterson, Commissioner

By [Signature]



18

FILED
TARRANT COUNTY TEXAS

2007 JUN 21 P 2:07

DECLARATION OF POOLED UNIT
WHITE LAKE HILLS UNIT

STATE OF TEXAS
COUNTY OF TARRANT
JAS. ANNE HENDERSON
COUNTY CLERK

KNOW ALL PERSONS BY THESE PRESENTS:

BY _____
This Declaration of Pooled Unit is executed to be effective as of April 1, 2007, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **298.323 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.
3. Unit Name. The pooled unit created hereby shall be known as the **"White Lake Hills Unit."**
4. Additional Interest; Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.
5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the pooled unit described herein, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the respective owner of such full or undivided interests.
6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in

Tarrant County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

[Signature Page follows.]

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

**Chesapeake Exploration Limited Partnership,
An Oklahoma limited partnership**

By: _____
Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel
Chesapeake Operating, Inc, General Partner

By: H. Michael Reese
H. Michael Reese, President, Charitable Properties, Inc.

By: Phil Elmore, President/CEO
Phil Elmore, President,
The Lakewood Retirement Community Homeowners Association, Inc.

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2007, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Operating, Inc.**, acting as General Partner for **Chesapeake Exploration Limited Partnership**, an Oklahoma limited partnership, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

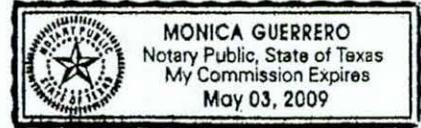
COUNTY OF DALLAS

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 18th day of June, 2007, personally appeared H. Michael Reese, President of Charitable Properties, Inc., a Texas non-profit corporation, on behalf of said corporation.

Given under my hand and seal the day and year last above written.

MONICA GUERRERO
Notary Public

My Commission Expires: 05/03/09
My Commission Number: 00644731-1



ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 18 day of June, 2007, personally appeared Phil Elmore, President of The Lakewood Retirement Community Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Given under my hand and seal the day and year last above written.

Kari E Ekberg
Notary Public

My Commission Expires: Oct 19, 2007
My Commission Number: 0045307-1

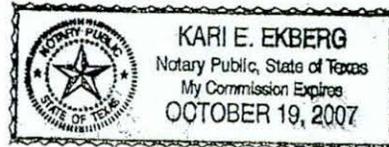


EXHIBIT "A"

Attached to and made a part of that Declaration of Pooled Unit for the White Lake Hills Unit effective as of April 1, 2007.

LEASE NUMBER: TX2203486-000
LESSOR: Charitable Properties, Inc.
LESSEE: Four Sevens Oil Company, Ltd.
LEASE DATE: September 5, 2003
RECORDING: D204124885
DESCRIPTION: 42.904 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2203497-000
LESSOR: Lakewood Retirement Community Homeowners Association, Inc.
LESSEE: Four Sevens Oil Company, Ltd.
LEASE DATE: September 5, 2003
RECORDING: D204124886
DESCRIPTION: 7.496 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2200051-000
LESSOR: Gerold F. Schlager
LESSEE: Four Sevens Oil Company, Ltd.
LEASE DATE: November 14, 2003
RECORDING: D204124884
DESCRIPTION: 2.43 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2203718-000
LESSOR: Willy E. & Patricia Ann Anderson
LESSEE: Four Sevens Oil Company, Ltd.
LEASE DATE: October 31, 2003
RECORDING: D204124883
DESCRIPTION: 1.5 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2204217-000
LESSOR: The State of Texas, White Lake Hills
LESSEE: Four Sevens Oil Company, Ltd.
LEASE DATE: April 6, 2005
RECORDING: D205343921
DESCRIPTION: 31.47 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206118-000
LESSOR: Charles & Jeanne Jourdan
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 5, 2005
RECORDING: D205144949
DESCRIPTION: 0.410 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206119-000
LESSOR: Morris & Victoria Stringer
LESSEE: Dale Resources, L.L.C.
LEASE DATE: June 22, 2005
RECORDING: D205208962
DESCRIPTION: 0.581 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206120-000
LESSOR: Robert E. Curtis
LESSEE: Dale Resources, L.L.C.
LEASE DATE: June 22, 2005
RECORDING: D205208963
DESCRIPTION: 0.478 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206121-000
LESSOR: William & Sue Daily
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 18, 2005
RECORDING: D205171545
DESCRIPTION: 0.317 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206122-000
LESSOR: Karam & Amandip Dhillon
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 20, 2005
RECORDING: D205133780
DESCRIPTION: 0.309 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206123-000
LESSOR: East Fort Worth Montessori School
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 13, 2005
RECORDING: D205208973
DESCRIPTION: 5.309 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206124-000
LESSOR: Tommy & Margaret Farquhar
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 20, 2005
RECORDING: D205193097
DESCRIPTION: 0.836 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206125-000
LESSOR: Phillip Gamble
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 21, 2005
RECORDING: D205133781
DESCRIPTION: 0.315 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206126-000
LESSOR: William Hanna
LESSEE: Dale Resources, L.L.C.
LEASE DATE: June 20, 2005
RECORDING: D205208964
DESCRIPTION: 1.53 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206127-000
LESSOR: Stacy Harris
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 28, 2005
RECORDING: D205144963
DESCRIPTION: 0.344 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206128-000
LESSOR: Randal & Susan Howard
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 13, 2005
RECORDING: D205144940
DESCRIPTION: 0.729 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206129-000
LESSOR: Jimmie White
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 3, 2005
RECORDING: D205144946
DESCRIPTION: 0.373 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206130-000
LESSOR: Andy Don & Susan Kitchens
LESSEE: Dale Resources, L.L.C.
LEASE DATE: June 22, 2005
RECORDING: D206191721
DESCRIPTION: 0.405 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206131-000
LESSOR: Jack & Patricia Keuhn
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 31, 2005
RECORDING: D205208961
DESCRIPTION: 0.343 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206132-000
LESSOR: J. Russell Mackey
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 6, 2005
RECORDING: D205144947
DESCRIPTION: 0.324 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206133-000
LESSOR: Binh Duc & Marian Nguyen
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 3, 2005
RECORDING: D205144943
DESCRIPTION: 0.264 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206134-000
LESSOR: Margaret Louise Ponder
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 18, 2005
RECORDING: D205133784
DESCRIPTION: 0.358 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206135-000
LESSOR: William Schwennsen
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 17, 2005
RECORDING: D205171546
DESCRIPTION: 0.385 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206136-000
LESSOR: Kim Shah
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 26, 2005
RECORDING: D205193098
DESCRIPTION: 0.344 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206137-000
LESSOR: Terry & Cindy Snider
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 15, 2005
RECORDING: D205144941
DESCRIPTION: 0.441 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206138-000
LESSOR: Hubert & Mary Storm
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 12, 2005
RECORDING: D205144938
DESCRIPTION: 0.464 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206139-000
LESSOR: Don Albanesi
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 18, 2005
RECORDING: D205133779
DESCRIPTION: 0.462 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206140-000
LESSOR: Patrick & Sara Green
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 17, 2005
RECORDING: D205171547
DESCRIPTION: 0.399 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206141-000
LESSOR: David & Corinne McDonald
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 20, 2005
RECORDING: D205133782
DESCRIPTION: 0.341 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206142-000
LESSOR: Joseph & Virginia Myers
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 25, 2005
RECORDING: D205144966
DESCRIPTION: 0.332 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206143-000
LESSOR: Doris H. Plowman
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 2, 2005
RECORDING: D205144944
DESCRIPTION: 0.275 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206144-000
LESSOR: Christopher & Ofelia Schultz
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 15, 2005
RECORDING: D205144942
DESCRIPTION: 0.462 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206367-000
LESSOR: Robert & Imogene Burns, Jr.
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 28, 2005
RECORDING: D205144965
DESCRIPTION: 0.383 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206429-000
LESSOR: Timothy & Diane Mills
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 11, 2005
RECORDING: D205144939
DESCRIPTION: 0.226 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206430-000
LESSOR: John P. Neidhardt
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 20, 2005
RECORDING: D205133783
DESCRIPTION: 0.226 acres, more or less; as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206431-000
LESSOR: Betty Peters Scott & Ted Peters, Jr.
LESSEE: Dale Resources, L.L.C.
LEASE DATE: August 15, 2005
RECORDING: D205266981
DESCRIPTION: 0.193 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206432-000
LESSOR: Charles & Andrea Smith
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 18, 2005
RECORDING: D205133785
DESCRIPTION: 0.257 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206433-000
LESSOR: Michael & Jane Goodenough
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 25, 2005
RECORDING: D205144967
DESCRIPTION: 0.234 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206434-000
LESSOR: Howard & Erica Robinson
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 17, 2005
RECORDING: D205171548
DESCRIPTION: 0.399 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206465-000
LESSOR: Robert M. Burns, Jr.
LESSEE: Dale Resources, L.L.C.
LEASE DATE: April 28, 2005
RECORDING: D205144964
DESCRIPTION: 0.213 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206472-000
LESSOR: Patrick Dolan
LESSEE: Dale Resources, L.L.C.
LEASE DATE: June 1, 2005
RECORDING: D205193106
DESCRIPTION: 0.252 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206489-000
LESSOR: Tommie E. Roddy, Jr.
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 3, 2005
RECORDING: D205144948
DESCRIPTION: 0.292 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206464-000
LESSOR: Barbara J. Brittain & M. Christine Kalish
LESSEE: Dale Resources, L.L.C.
LEASE DATE: May 5, 2005
RECORDING: D205144952
DESCRIPTION: 0.387 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2206478-000
LESSOR: Es Investments
LESSEE: Dale Resources, L.L.C.
LEASE DATE: June 27, 2005
RECORDING: D205355044
DESCRIPTION: 0.618 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Virgil & Bobby Jeter
LESSEE: Dale Resources, L.L.C.
LEASE DATE: February 28, 2007
RECORDING: D207092513
DESCRIPTION: 0.347 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Baird & Johnnie Walker
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 13, 2007
RECORDING: D207104779
DESCRIPTION: 0.37 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Jacqueline Latimer, Susan Wagner, POA
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 16, 2007
RECORDING: D207104783
DESCRIPTION: 0.39 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: James Ester Nathan
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 13, 2007
RECORDING: D207104782
DESCRIPTION: 0.56 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Luther & Laurene Pharr
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 10, 2007
RECORDING: D207104776
DESCRIPTION: 0.30 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Patrick & Evelyn Hayden
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 9, 2007
RECORDING: D207104780
DESCRIPTION: 0.29 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Christie Lynn Butler
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 19, 2007
RECORDING: D207108538
DESCRIPTION: 0.42 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Miles H. Wilson, II
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 22, 2007
RECORDING: D207108537
DESCRIPTION: 0.40 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Truman O. Terrell
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 21, 2007
RECORDING: D207108534
DESCRIPTION: 0.25 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Erika E. Pinkoczi
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 21, 2007
RECORDING: D207108535
DESCRIPTION: 0.27 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Rudolph H. & Ricky Green
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 14, 2007
RECORDING: D207108536
DESCRIPTION: 0.22 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Tara S. White
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 17, 2007
RECORDING: D207104781
DESCRIPTION: 0.39 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Stuart & Sharon Adams
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 10, 2007
RECORDING: D207104778
DESCRIPTION: 0.34 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Trung D. & Tructhith Nguyen
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 9, 2007
RECORDING: D207104777
DESCRIPTION: 0.43 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Richard J. & Barbara P. Kazda
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 13, 2007
RECORDING: D207104775
DESCRIPTION: 0.33 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Edward & Elizabeth G. Petersen
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 29, 2007
RECORDING: Unavailable
DESCRIPTION: 0.29 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

End of Exhibit "A"

EXHIBIT "B"

Attached to and made a part of that Declaration of Pooled Unit for the White Lake Hills Unit effective as of April 1, 2007.

White Lake Hills Unit

Being 294.948 acres of land located in the J. Brockman Survey, Abstract No. 102, the J. Haynes Survey, Abstract No. 764, the E. Jones Survey, Abstract No. 841, the Wm. Tandy Survey, Abstract No. 1538, the A.C. Warren Survey, Abstract No. 1687, the Consolidated El Paso Irrigation and Manufacturing Company Survey, Abstract No. 1783, the W.F. White Survey, Abstract No. 2019, and the W.F. White Survey, Abstract No. 2020, Tarrant County, Texas, and being the Oil and Gas Mineral Leases to Four Sevens Oil Company, Ltd., recorded in CC#D204124885, CC#D204124886, CC#D204124884, CC#D204124883 and CC#D205343921, the Oil and Gas Mineral Leases to Dale Resources, L.L.C., recorded in CC#D205144949, CC#D205208962, CC#D205208963, CC#D205171545, CC#D205133780, CC#D205208973, CC#D205193097, CC#D205133781, CC#D205208964, CC#D205144963, CC#D205144940, CC#D205144946, CC#D206191721, CC#D205208961, CC#D205144947, CC#D205144943, CC#D205133784, CC#D205171546, CC#D205193098, CC#D205144941, CC#D205144938, CC#D205133779, CC#D205171547, CC#D205133782, CC#D205144966, CC#D205144944, CC#D205144942, CC#D205144965, CC#D205144939, CC#D205133783, CC#D205266981, CC#D205133785, CC#D205144967, CC#D205171548, CC#D205144964, CC#D205193106, CC#D205144948, CC#D205144952, CC#D205355044, CC#D207092513 and the Oil and Gas Mineral Leases to Chesapeake Exploration, Limited Partnership, recorded in CC#D207104779, CC#D207104783, CC#D207104782, CC#D207104776, CC#D207104780, CC#D207108538, CC#D207108537, CC#D207108534, CC#D207108535, CC#D207108536, CC#D207104781, CC#D207104778, CC#D207104777, CC#D207104775, Deed Records, Tarrant County, Texas. Said 294.948 acres of land being more particularly described as follows:

BEGINNING at a point at the southeast corner of a tract of land described in the deed to Charitable Properties, Inc., recorded in Volume 17233, Page 6, Deed Records, Tarrant County, Texas;

THENCE S89°42'52"W, along the south line of said Charitable tract, a distance of 1,018.63 feet to a point lying in the east line of White Lake Hills, Unit No. 4, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet B, Slide 775, Plat Records, Tarrant County, Texas;

THENCE along the east and south lines of said White Lake Hills, Unit No. 4 as follows:

1. S00°01'46"E, a distance of 29.18 feet to a 5/8" iron rod found;
2. N87°46'33"W, a distance of 202.67 feet to a 5/8" iron rod found;
3. N74°54'08"W, at 129.60 feet passing 5/8" iron rod found at the southwest corner of Lot 5, Block D of said White Lake Hills, Unit No. 4, in all a distance of 159.83 feet to a point lying in the centerline of Willow Ridge Road, White Lake Hills, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-37, Page 7, Plat Records, Tarrant County, Texas;

THENCE along said Willow Ridge Road centerline as follows:

1. southerly, 466.00 feet along a non tangent curve to the left, having a radius of 1,138.36 feet, a central angle of 23°27'17" and a chord bearing S03°18'50"W, 462.75 feet to a point;
2. S08°19'53"E, a distance of 733.02 feet to a point lying in the south line of said White Lake Hills, Unit No. 4, recorded in Volume 388-37, Page 7;

THENCE S81°41'07"W, along said south line, a distance of 736.43 feet to a point;

THENCE S87°50'48"W, continuing along said south line, a distance of 301.01 feet to a point at the southeast corner of White Lake Hills, Unit No. 1, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-25, Page 85, Plat Records, Tarrant County, Texas;

THENCE along the south and west lines of said White Lake Hills, Unit No. 1 as follows:

1. S88°04'30"W, a distance of 282.00 feet to a point;
2. N08°12'30"W, a distance of 288.85 feet to a point;
3. S81°47'30"W, a distance of 350.30 feet to a point;
4. S08°12'30"E, a distance of 250.35 feet to a point;
5. S88°04'30"W, a distance of 75.00 feet to a point;
6. S76°57'30"W, a distance of 55.65 feet to a 5/8" iron rod found;
7. N08°12'30"W, a distance of 276.36 feet to a point lying in the centerline of Saint Lawrence Road;
8. S38°03'30"W, along said centerline, a distance of 62.98 feet to a point;
9. N32°39'01"W, a distance of 427.57 feet to a point;
10. N81°06'01"W, a distance of 215.00 feet to a point;
11. N37°16'01"W, a distance of 195.00 feet to a 5/8" iron rod stamped "Brooks-Baker" found;
12. N48°26'01"W, a distance of 180.00 feet to a 5/8" iron rod stamped "Brooks-Baker" found;
13. N04°33'59"E, a distance of 215.00 feet to a point;
14. N44°36'11"W, a distance of 405.93 feet to a 1" pipe found;
15. N28°32'04"E, a distance of 168.91 feet to a point;
16. N66°45'31"E, a distance of 175.45 feet to a point;
17. N41°31'16"W, a distance of 62.52 feet to a point at the south corner of Lot 29, Block 11, White Lake Hills, Unit No. 3, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-35, Page 33, Plat Records, Tarrant County, Texas;

THENCE along the west line of said White Lake Hills, Unit No. 3 as follows:

1. N27°59'15"W, a distance of 123.32 feet to a point;
2. N14°55'56"W, a distance of 178.16 feet to a 2" pipe found;
3. N03°23'29"W, a distance of 83.83 feet to a point at the southeast corner of Lot 1, Block C, White Lake Hill Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-84, Page 44, Plat Records, Tarrant County, Texas;

THENCE N75°52'07"W, along the south line of said Lot 1, Block C, a distance of 468.97 feet to a point;

THENCE S86°40'54"W, continuing along said south line, a distance of 261.77 feet to a point lying in the centerline of Randol Mill Road, described in the deed to the City of Fort Worth, recorded in Volume 10489, Page 464, Deed Records, Tarrant County, Texas;

THENCE along the centerline of said Randol Mill Road, recorded in Volume 10489, Page 464 as follows:

1. N17°19'21"E, a distance of 66.29 feet to a point;
2. N18°28'35"E, a distance of 150.00 feet to a point;
3. N18°38'06"E, a distance of 126.79 feet to a point at the southeast corner of a tract of land described as the South Tract, in the deed to the City of Fort Worth, recorded in Volume 12871, Page 510, Deed Records, Tarrant County, Texas;

THENCE along the east line of said City of Fort Worth tract as follows:

1. N39°13'40"E, a distance of 504.08 feet to a point;
2. N39°48'37"E, a distance of 460.66 feet to a point;
3. N40°22'21"E, a distance of 429.95 feet to a point;
4. N39°49'22"E, a distance of 22.25 feet to a point lying in the apparent west line of said W.F. White Survey, Abstract No. 2020;

THENCE N00°11'23"W, along said apparent west survey line, a distance of 190.99 feet to a point;

THENCE S89°22'55"E, along the apparent north survey line of said W.F. White Survey, Abstract No. 2020, a distance of 201.40 feet to a point lying in said east line of said City of Fort Worth tract recorded in Volume 12871, Page 510;

THENCE continuing along said east line of said City of Fort Worth tract as follows:

1. N68°27'47"E, a distance of 50.00 feet to a point;
2. N72°35'11"E, a distance of 49.98 feet to a point;
3. N74°26'47"E, a distance of 49.97 feet to a point;
4. N77°22'56"E, a distance of 199.94 feet to a 5/8" iron rod found;
5. N78°25'40"E, a distance of 50.00 feet to a point;
6. N78°26'53"E, a distance of 50.01 feet to a point;
7. N79°24'57"E, a distance of 49.98 feet to a point;
8. N82°07'06"E, a distance of 50.00 feet to a point;
9. N83°17'38"E, a distance of 49.98 feet to a point;
10. N84°18'59"E, a distance of 49.97 feet to a point;
11. N87°50'32"E, a distance of 50.00 feet to a point;
12. N89°11'48"E, a distance of 49.63 feet to a 7/8" iron rod bent found at the most northerly southeast

corner of said City of Fort Worth tract, said 7/8" iron rod found being the 60.00 foot wide Randol Mill Right-Of-Way dedication according to White Lake Hills, Section Nine, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-65, Page 47, Plat Records, Tarrant County, Texas;

THENCE along said 60.00 foot wide Randol Mill Right-Of-Way dedication as follows:

1. S87°07'04"E, a distance of 696.80 feet to a point;
2. easterly, 209.83 feet, along a curve to the right, having a radius of 4,393.44 feet, a central angle of 02°44'11" and a chord bearing S85°44'59"E 209.81 feet to a point;
3. S84°22'53"E, a distance of 886.31 feet to a point at the northwest corner of said Charitable Properties tract, recorded in Volume 17233, Page 6;

THENCE along the north line of said Charitable Properties as follows:

1. S83°44'40"E, a distance of 97.35 feet to a point;
2. S82°47'40"E, a distance of 100.00 feet to a point;
3. S80°33'40"E, a distance of 100.00 feet to a point;
4. S78°16'40"E, a distance of 100.00 feet to a point;
5. S77°05'40"E, a distance of 113.75 feet to a point;
6. S74°58'08"E, a distance of 85.74 feet to a point at the northeast corner of said Charitable Properties, said point being the northwest corner of a tract of land described in the deed to Charitable Properties, Inc., recorded in Volume 17178, Page 188, Deed Records, Tarrant County, Texas;

THENCE along the north and east lines of said Charitable Properties recorded in Volume 17178, Page 188 as follows:

1. S70°42'08"E, a distance of 100.00 feet to a point;
2. S67°06'08"E, a distance of 100.00 feet to a point;
3. S65°14'08"E, a distance of 100.00 feet to a point;
4. S73°16'08"E, a distance of 100.00 feet to a point;
5. S82°52'08"E, a distance of 53.40 feet to a point;
6. S00°12'08"E, a distance of 2,146.59 feet to the point of beginning, containing 294.948 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

End of Exhibit "B"

CHESAPEAKE ENERGY CORP
P O BOX 18496
VALERIE BURNS
OKLAHOMA CITY OK 73154

Submitter: TERRY HARRIS



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/21/2007 02:05 PM
Instrument #: D207217440
OPR 19 PGS \$84.00

By: _____



D207217440

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

5.

File No. MF705814

Declaration of Corbett Unit

Date Filed: 5/29/05
Jerry Patterson, Commissioner

By 

06004269

017722

TX0025296 Payee Code: STAT01
09/21/05 Payment of: Bonus

Check Date: 09/21/05
Bank Fee ~~X~~ 15,735.00
0.00

Well:
Prospect: PARROT PROSPECT
Net Acres: 31.4700
State: TX County: TARRANT
Tax ID #:
For the credit of:
STATE OF TEXAS

121

RECEIVED
SEP 26 2005
RECEIVER'S OFFICE



017723

025296 Payee Code: STAT01 Check Date: 09/21/05
09/21/05 Payment of: Administrative 125.00
Bank Fee 0.00

Well:
Prospect: PARROT PROSPECT
Net Acres: 31.4700
State: TX County: TARRANT
Tax ID #:
For the credit of:
STATE OF TEXAS

FOUR SEVENS OPERATING CO., LTD.
FORT WORTH, TEXAS 76102

THE FACE OF THIS DOCUMENT HAS A VOID FEATURE, MICRO PRINTING AND AN ARTIFICIAL WATERMARK ON THE BACK.

FOUR SEVENS OPERATING CO., LTD.
777 TAYLOR ST. SUITE 1090
FORT WORTH, TEXAS 76102
(817) 870-9088

TEXAS BANK
300 WEST 7TH ST.
FORT WORTH, TX 76102

017723

CHECK NO.

17723

VOID AFTER 90 DAYS

DATE

AMOUNT

Pay *****125 Dollars and 00 Cents

09/21/05

***\$125.00

TO THE STATE OF TEXAS
ORDER OF: GENERAL LAND OFFICE
STEVEN F. AUSTIN BUILDING
AUSTIN TX 78701

Steve Austin

MP

MP

AUTHORIZED SIGNATURE

⑈017723⑈

017722

X0025296 Payee Code: STAT01
09/21/05 Payment of: Bonus

Check Date: 09/21/05
15,735.00
Bank Fee 0.00

Well:
Prospect: PARROT PROSPECT
Net Acres: 31.4700
State: TX County: TARRANT
Tax ID #:
For the credit of:
STATE OF TEXAS

FOUR SEVENS OPERATING CO., LTD.
FORT WORTH, TEXAS 76102

THE FACE OF THIS DOCUMENT HAS A VOID FEATURE, MICRO PRINTING AND AN ARTIFICIAL WATERMARK ON THE BACK.

FOUR SEVENS OPERATING CO., LTD.
777 TAYLOR ST. SUITE 1090
FORT WORTH, TEXAS 76102
(817) 870-9088

TEXAS BANK
300 WEST 7TH ST.
FORT WORTH, TX 76102

017722

CHECK NO.

17722

VOID AFTER 90 DAYS

DATE

AMOUNT

Pay *****15,735 Dollars and 00 Cents

09/21/05

\$15,735.00

STATE OF TEXAS
TO THE GENERAL LAND OFFICE
ORDER OF: STEVEN F. AUSTIN BUILDING
AUSTIN TX 78701

Dir. Lane

MP

MP

AUTHORIZED SIGNATURE

⑈017722⑈

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

Receiver Payment Form

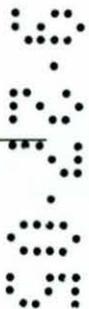
Date: 9-22-05

Mail Code: 121

Check: 121

Cash: _____

Amount of Payment _____



Account Holder Name Form SEABENS Operation

For PARROT PROSPECT

Return Distribution Slip To DRILLER

Received By: [Signature]

00000000

File No.

MF705814

Donna J. Lee

Date Filed:

9/27/05

Jerry Patterson, Commissioner

By

[Signature]

00000000

00000000

00000000

00000000

6.

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

September 13, 2006

Catherine Stairs
Chesapeake Energy Corp.
PO Box 18496
Oklahoma City, OK 73154-0496

Jarrett Co.

Re: GLO Assignment ID # 5643

Dear Ms. Stairs,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

Assignment, Bill of Sale, and Conveyance, executed July 28th, from Four Sevens Oil Co., Ltd., etal as Assignor to Chesapeake Exploration LP, as Assignee. **MF105814**.

Filing fees of \$1,975.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

Exhibit "A"

GLO ID

County

Lease

5643 Tarrant

MF105814

↙
State Lease #

Wednesday, September 13, 2006

5643

ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

STATE OF TEXAS §
COUNTY OF TARRANT §

[Handwritten signature]

KNOW ALL MEN BY THESE PRESENTS

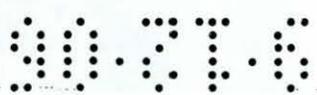
FILED
TARRANT COUNTY TEXAS
06 JUL 20 10:30
SUZANNE HENDERSON
COUNTY CLERK

This Assignment, Bill of Sale, and Conveyance (this "Assignment") is from Four Sevens Oil Co., Ltd., a Texas limited partnership, FSOC Gas Co., Ltd., a Texas limited partnership, Parrot Gas Co., Ltd., a Texas Limited partnership, Four Sevens Operating Co., Ltd., a Texas limited partnership, Sinclair Barnett Shale LP, a Texas limited partnership, BSG Pipeline, Ltd., a Texas limited partnership, 777 Taylor Street, Suite 1090, Fort Worth, Texas 76102 (hereinafter collectively called "Assignor"), and Chesapeake Exploration Limited Partnership, an Oklahoma limited partnership, 6100 North Western Avenue, Oklahoma City, Oklahoma 73118, (hereinafter called "Assignee").

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, transfer, assign and convey unto Assignee all of Assignor's interests in and to the following:

- (a) The oil, gas and mineral leases and the leasehold estates created thereby, described in Exhibit A attached hereto (the "Leases"), covering the lands described in the Leases (the "Lands"), together with corresponding interests in and to all the property and rights incident thereto, including all rights in any pooled or unitized acreage by virtue of the Lands being a part thereof, all production from the pool, co-op, or unit allocated to any such Lands, and all interests in any wells within the pool, co-op, or unit associated with the Lands or other interests, if any, to be acquired by Assignor by operation of law or under the terms of any agreements, in and to the Lands and the Leases;
- (b) All producing, non-producing, shut-in and abandoned oil and gas wells, salt water disposal wells, injection wells, service wells, and water wells located on the Leases or Lands pooled or unitized therewith (singly a "Well" and collectively the "Wells");
- (c) To the extent transferable by Assignor without material restriction under applicable law or third-party agreements (without the payment of any funds or consideration), all contracts and contractual rights, obligations, and interests, including all farmout and farming agreements, area of mutual interest agreements, operating agreements, co-op agreements, surface use agreements, pad site agreements, production sales and purchase contracts, saltwater disposal agreements, surface leases, surface fee interests, seismic licenses, division and transfer orders, and other contracts or agreements covering or affecting any or all of the interests described or referred to above (the "Contracts");

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Tarrant Co



(d) All easements, rights-of-way, licenses, authorizations, permits, and similar rights and interests applicable to, or used or useful in connection with any or all of the above-described interests;

(e) All oil, condensate, natural gas, natural gas liquids, and other minerals produced after the Effective Time attributable to Assignor's interest in the Lease and Lands;

(f) All equipment currently installed on or at the site of, or otherwise used in the operation of, the foregoing Wells, including but not limited to, wellhead equipment, flowlines, tanks, injection facilities, saltwater disposal facilities, compression facilities, gathering systems and other equipment;

(g) All pipelines, gathering lines, fixtures, fittings, meters and related equipment located in or on the Leases and Lands, or any surface leases or fee interests, as well as all pipelines, and rights-of-way associated therewith, utilized in gathering and transporting production from the Properties owned by Assignor, or any related or affiliated companies; and

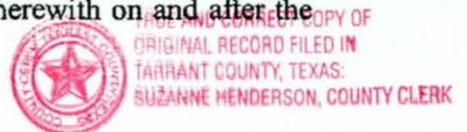
(h) All Records as defined in the Purchase and Sale Agreement dated May 25, 2006, between Assignor, as Sellers, and Assignee, as Buyer (referred to herein as the "Agreement").

All of the above real and personal properties, rights, titles, and interests described in subparagraphs (a) through (h) above, subject to the limitations and terms expressly set forth in the Agreement and in the Exhibit A attached hereto, are hereinafter collectively called the "Properties" or, individually, a "Property."

This Assignment shall be effective as of June 1, 2006, at 7:00 a.m. local time where the Properties are located ("Effective Time").

Assignee hereby agrees that all merchantable oil or other liquids in storage above the pipeline connection in tanks attributable to the Properties as of the Effective Time are excluded from this sale and are reserved by and remain the property of Assignor. Further, Assignee agrees that all gas produced and the proceeds of gas produced prior to the Effective Time shall likewise remain the property of Assignor.

ASSIGNEE HEREBY AGREES THAT IT HAS INSPECTED OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTIES, INCLUDING THE LEASES AND ASSOCIATED AGREEMENTS, WELLS, PERSONAL PROPERTY, AND EQUIPMENT ASSIGNED AND CONVEYED HEREIN AND THAT, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, IT ACCEPTS THE SAME "AS IS" AND "WITH ALL FAULTS". Assignee agrees to assume all responsibility for the Leases, Wells, the casing and all other leasehold equipment in and on the Wells, and all other personal property and fixtures used on or in connection therewith on and after the Effective Time.



Assignee shall properly plug and abandon at Assignee's expense all Wells herein assigned or located on the Properties and shall clean and restore the surface at Assignee's expense and in accordance with the applicable lease provisions and local, state and federal rules and regulations pertaining to the plugging and abandoning of such wells and the restoration of such surface. Assignee shall indemnify, defend and hold Assignor harmless from and against all Losses as a result of Assignee's failure to comply with the provisions of this paragraph and this Assignment.

All taxes, including but not limited to ad valorem, property and severance taxes, shall be prorated between Assignor and Assignee as of the Effective Time, with Assignor responsible for all such taxes accruing prior thereto and Assignee responsible for all such taxes accruing thereafter. Assignee shall bear and pay any recording fees associated with the transfer of the Properties. Assignee agrees to be solely responsible for any and all sales taxes, if any, due on equipment, material and property hereby assigned and sold, and Assignee shall remit such sales taxes to the proper taxing authority.

Assignee agrees to perform all operations in compliance with all applicable local, state, and federal laws, orders, rules and regulations, and to observe, perform and abide by all of the lease terms and provisions, express and implied, applicable to Assignor's interest in the Properties. Assignee further agrees to secure the bonds, permits and other documents as required by the appropriate regulatory authority which are necessary to effectuate the transfer of interests hereby and to cause the release of Assignor's continued liability as lessee or operator. The parties hereto agree to execute such additional documents or instruments as necessary to transfer Assignor's interest in the Properties.

This Assignment, Bill of Sale and Conveyance is made pursuant and subject to the terms of that certain unrecorded Purchase and Sale Agreement between Sellers and Buyer, dated May 25, 2006 (the "Agreement"). The Agreement and all of the terms and conditions thereof are hereby incorporated by reference for all purposes. In the event of a conflict between the terms and provisions of this Assignment, Bill of Sale and Conveyance, and the Agreement, the terms and provisions of the Agreement shall control to the extent of such conflict.

Assignee accepts this transfer of the Properties subject to any and all covenants in instruments in the chain of title and to any outstanding agreements, whether recorded or not, which may include, but are not limited to, agreements for options, leases, permits, rights-of-way, easements, water disposal systems, licenses, operating agreements and production sales agreements; and in this regard, Assignee assumes all duties and obligations associated with the outstanding agreements, including, but not limited to, all of Assignor's rights and obligations in and for any gas sales, production or transportation imbalances, whether as a result of overproduction or underproduction by Assignor.

EXCEPT FOR (i) THE TITLE WARRANTY IN ARTICLE 6.1 OF THE AGREEMENT, OR (ii) BREACH OF THE ENVIRONMENTAL REPRESENTATION SET FORTH IN ARTICLE 7.1 OF THE AGREEMENT, CONVEYANCE OF THE



NO ORIGINAL COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
SUZANNE HENDERSON, COUNTY CLERK



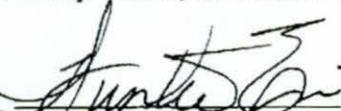
PROPERTIES WILL BE MADE AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED IN FACT OR IN LAW, AS TO MERCHANTABILITY, DURABILITY, USE, TITLE, OPERATION, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, OR SAFETY OF THE PROPERTIES, COMPLIANCE WITH REGULATORY AND ENVIRONMENTAL REQUIREMENTS OR OTHERWISE. ASSIGNOR DOES NOT IN ANY WAY REPRESENT OR WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR EXCEPT AS SET OUT IN THE AGREEMENT.

This Assignment is binding upon and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

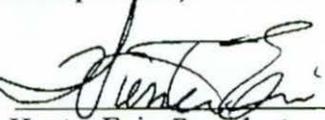
EXECUTED this 28th day of July, 2006, but effective as of the Effective Time.

ASSIGNOR:

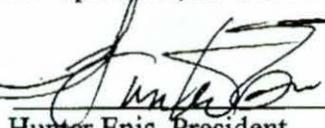
FOUR SEVENS OIL CO., LTD., a Texas limited partnership by Hunter Production Co., a Texas corporation, its General Partner

By: 
Hunter Enis, President

FSOC GAS CO., LTD., a Texas limited partnership by Hunter Production Co., a Texas corporation, its General Partner

By: 
Hunter Enis, President

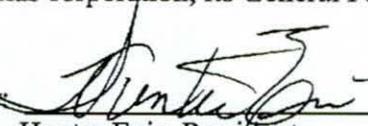
PARROT GAS CO., LTD., a Texas limited partnership by Hunter Production Co., a Texas corporation, its General Partner

By: 
Hunter Enis, President



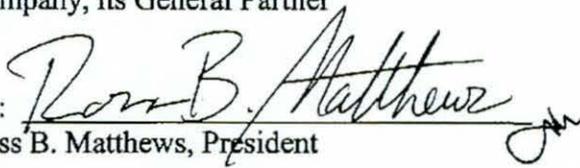
TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
SUZANNE HENDERSON, COUNTY CLERK

FOUR SEVENS OPERATING CO., LTD., a Texas limited partnership by Hunter Production Co., a Texas corporation, its General Partner

By: 

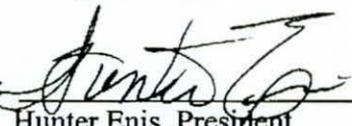
Hunter Enis, President

SINCLAIR BARNETT SHALE LP, a Texas limited partnership by Sinclair Oil & Gas Company, its General Partner

By: 

Ross B. Matthews, President

BSG PIPELINE, LTD., a Texas limited Partnership by Hunter Production Co., a Texas corporation, its General Partner

By: 

Hunter Enis, President

ASSIGNEE:

CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, an Oklahoma limited partnership by Chesapeake Operating, Inc., its General Partner

By: 

Douglas J. Jacobson
Executive Vice President



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
SUZANNE HENDERSON, COUNTY CLERK

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on July 28, 2006, by Hunter Enis, President of Hunter Production Co., a Texas corporation, on behalf of said corporation, said corporation acting in the capacity of General Partner of Four Sevens Oil Co., Ltd., a Texas limited partnership.



Carolyn A. Phillips
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on July 28, 2006, by Hunter Enis, President of Hunter Production Co., a Texas corporation, on behalf of said corporation, said corporation acting in the capacity of General Partner of FSOC Gas Co., Ltd., a Texas limited partnership.



Carolyn A. Phillips
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on July 28, 2006, by Hunter Enis, President of Hunter Production Co., a Texas corporation, on behalf of said corporation, said corporation acting in the capacity of General Partner of Parrot Gas Co., Ltd., a Texas limited partnership.



Carolyn A. Phillips
Notary Public, State of Texas

 TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS.
SUZANNE HENDERSON, COUNTY CLERK

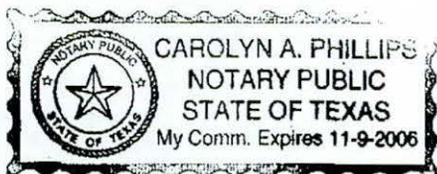


STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on July 28, 2006, by Hunter Enis, President of Hunter Production Co., a Texas corporation, on behalf of said corporation, said corporation acting in the capacity of General Partner of Four Sevens Operating Co., Ltd., a Texas limited partnership.

Carolyn A. Phillips

Notary Public, State of Texas

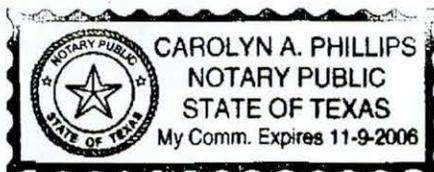


STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the July 28, 2006, by Ross B. Matthews, President of Sinclair Oil & Gas Company, said company acting in the capacity of General Partner of Sinclair Barnett Shale LP, a Texas limited partnership.

Carolyn A. Phillips

Notary Public, State of Texas

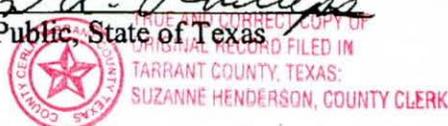
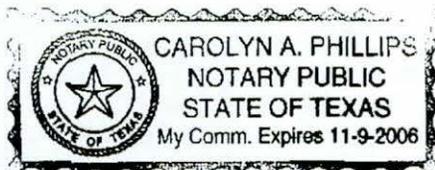


STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on July 28, 2006, by Hunter Enis, President of Hunter Production Co., a Texas corporation, on behalf of said corporation, said corporation acting in the capacity of General Partner of BSG Pipeline, Ltd., a Texas limited partnership.

Carolyn A. Phillips

Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on July 28, 2006, by Douglas J. Jacobson, as Executive Vice President of Chesapeake Operating, Inc., acting in the capacity of General Partner of Chesapeake Exploration Limited Partnership, an Oklahoma limited partnership.



Carolyn A. Phillips

Notary Public, State of Texas

4709.09000/260186



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
SUZANNE HENDERSON, COUNTY CLERK

LEASE NUMBER: TX-4217-000
 LESSOR: THE STATE OF TEXAS
 LESSEE: FOUR SEVENS OIL COMPANY, LTD. MF105814
 LEASE DATE: 04/06/2005
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

 D205343921 TEXAS TARRANT

LEASE NUMBER: TX-4219-000
 LESSOR: 1201WOODHAVEN L.L.C
 LESSEE: FOUR SEVENS OIL CO., LTD.
 LEASE DATE: 06/28/2005
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

 D205295008 TEXAS TARRANT

LEASE NUMBER: TX-4221-000
 LESSOR: MIGUEL & MARIA GALLEGOS
 LESSEE: KEYSTONE EXPLORATION, LTD.
 LEASE DATE: 04/01/2005
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

 D205312856 TEXAS TARRANT

LEASE NUMBER: TX-4222-000
 LESSOR: FERNANDO LOPEZ & GRACIELA LOPEZ
 LESSEE: KEYSTONE EXPLORATION, LTD.
 LEASE DATE: 04/01/2005
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

 D205312857 TEXAS TARRANT

LEASE NUMBER: TX-4223-000
 LESSOR: CONNIE M. SIEBERT
 LESSEE: KEYSTONE EXPLORATION, LTD.
 LEASE DATE: 04/01/2005
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

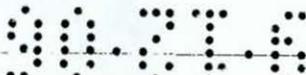
 D205312858 TEXAS TARRANT

LEASE NUMBER: TX-4224-000
 LESSOR: JESSE C. & MARY E. REYNA
 LESSEE: KEYSTONE EXPLORATION, LTD.
 LEASE DATE: 04/01/2005
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

 D205312859 TEXAS TARRANT



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 TARRANT COUNTY, TEXAS:
 SUZANNE HENDERSON, COUNTY CLERK





TS DUDLEY LAND CO
ATTN: MIKE BRUNSMAN
5925 NORTH ROBINSON
OKLAHOMA CITY OK 73118

Submitter: T.S. DUDLEY LAND COMPANY INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/31/2006 10:30 AM
Instrument #: D206231936
U 189 \$764.00
PGS



D206231936

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
SUZANNE HENDERSON, COUNTY CLERK

90.21.6

7.

File No. MF 105814
ASSIGNMENT FILED IN MF.
 Date Filed: 9/13/06
 Jerry B. Patterson, Commissioner
 By: [Signature]



A CERTIFIED COPY,

ATTEST: 8-9, 2006

SUZANNE HENDERSON, County Clerk
 Tarrant County, Texas

BY: [Signature] Deputy





April 2, 2007

I, Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas, do hereby certify that the papers, records, and documents of said office show;

That on July 2, 1926, C.B. COLLARD, Licensed Land Surveyor of Texas, surveyed 31.47 acres in Tarrant County for W.F. WHITE, by virtue of his application filed with C.B. Collard, Licensed Land Surveyor, under Section 7 of an Act approved April 3, 1919 providing for the sale of the unsurveyed school land appropriated to the public Free School Fund by an Act approved February 23, 1900, and compiled field notes thereon, which field notes were recorded in Book Pre. C, Page 426, Surveyor's Records, Tarrant County, and were filed in the Texas General Land Office on July 3, 1926, in SCRAP FILE SF-12932, marked correct on map for 31.47 acres on July 3, 1926, and are endorsed as patented on July 22, 1926;

That on July 21, 1926, W.F. White Survey, 31.47 acres in Tarrant County was awarded to W.F. WHITE on his application filed in the Texas General Land Office on July 21, 1926, in SCRAP FILE SF-12932, and which application was filed to purchase said land under the provisions of the Act of April 3, 1919, Chapter 163, relating to the sale of school land and asylum land, without settlement, said tract applied for having been classified as MINERAL & GRAZING;

That on July 21, 1926, payment in full for 31.47 acres, W.F. White Survey, Tarrant County, was received in the Texas General Land Office, and said land, having been classified MINERAL & GRAZING, with minerals reserved to the State, was patented on July 22, 1926, to W.F. White, his heirs, and assigns, by Patent Number 260, Volume 30A, under Abstract 2020 and SCRAP FILE SF-12932;

That the File Wrapper for Scrap File SF-12932 was endorsed: "Abst 2020," "M & G," "9 3/4 Mi N. 63E.," "See affidavits in S.F. 12931 as to value," "Fieldnotes correct according to surveyor's sketch and statement. 7-3-26," "Approved Min & Graz. At \$100.00 7/7/26, JH Walker, actg. Com'r," "Paid in full for 31.47 acres, 7/21/26," "Patent orig with Min Res, 7/22/1926," "Patented July 22, 1926, No. 260, Vol. 30A,

That on April 6, 2005, WHITE LAKE HILLS SUBDIVISION, FT. WORTH, TEXAS, individually, and as agent for the State of Texas, executed and delivered a Paid-Up State Relinquishment Act Oil & Gas Lease M-105814, covering "31.47 acres of land, more or less, being all of the W. F. White Survey, Abstract No. 2020, Tarrant County, Texas, and also being the same land described in that certain Deed dated July 22, 1926 from Miriam A. Ferguson, Governor of the

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

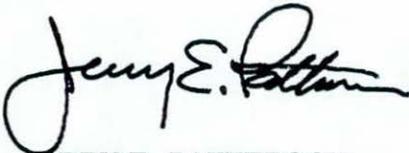
512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

State of Texas to W. F. White and recorded in Volume 28, Page 569 of the Deed Records of Tarrant County, Texas," to FOUR SEVENS OIL COMPANY, LTD, for a primary term of Two (2) years, with a cash bonus of \$31,470.00, and a royalty of One-Fourth (1/4), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office in Mineral File M-105814;

That on July 28, 2006, FOUR SEVENS OIL CO., LTD., FSOC GAS CO., LTD., PARROT GAS CO., LTD., FOUR SEVENS OPERATING CO., LTD., and SINCLAIR BARNETT SHALE LP., assigned to CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, all their interests in lease M-105814, and a copy of said assignment was filed in the Texas General Land Office on September 3, 2006, in Mineral File M-105814;

IN TESTIMONY WHEREOF, I hereto set my hand and seal of said office the first date above written.



JERRY E. PATTERSON
COMMISSIONER OF THE GENERAL LAND OFFICE

JEI/ra

Name	William A. Kutner
Street Address	6908 Kirkwood Drive
City and State	Fort Worth, TX 76116-9421
Fee:	\$100.00
Register No.	21781
Dicta No.	2007-44
Files:	MINERAL FILE M-105814

8.

File No. M-105814

Case of Fact 2007-44

Date Filed: 4-5-07

Jerry E. Patterson, Commissioner

By: [Signature]



Angela Boulware
Division Order Analyst

January 29, 2008

RE: White Lake Hills Unit

Dear Interest Owner:

Enclosed you will find your division order for the White Lake Hills 1H. Please sign and return by February 15 to ensure we receive it in time to place your account in a pay status for our February deadline.

Thank you for your continued patience while waiting to receive your division orders. It is very much appreciated.

Should you have any questions, please do not hesitate to contact us at (405) 875-9335.

Sincerely,

A handwritten signature in cursive script that reads "Angela Boulware".

Angela Boulware

9.

File No. MF105814
Letter
Date Filed: 1/29/08
Jerry Patterson, Commissioner
By [Signature]

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 612669
 EFFECTIVE: 5/31/2007
 PREPARED BY: ANGELA BOULWARE
 DATE PREPARED: 2/7/2008
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on February 7, 2008.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 2 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 1H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: J BROCKMAN A-102, WM TANDY A-1538 UNIT ACRES: 330.235000
 TARRANT COUNTY, TEXAS COMMENTS: N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA	20.550006	0.25000000	0.01555711	n/a	n/a	n/a	n/a	n/a	n/a

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()		HOME PHONE NUMBER: ()	FAX NUMBER: ()

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS



DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR P.O. BOX 18496 OKLAHOMA CITY, OK 73154	PROPERTY NO: 612669 EFFECTIVE: 5/31/2007 PREPARED BY: ANGELA BOULWARE DATE PREPARED: 2/7/2008 PRODUCT/ZONE: OIL & GAS
--	---

This agreement is made and entered into on February 7, 2008.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	CHESAPEAKE OPERATING, INC.	OWNER NO:	646157	INT TYPE:	2 (1 = WI, 2 = RI, 3 = ORI)
PROPERTY:	WHITE LAKE HILLS 1H	OWNER:	STATE OF TEXAS		
LEGAL DESCRIPTION:	J BROCKMAN A-102, WM TANDY A-1538	UNIT ACRES:	330.235000		
	TARRANT COUNTY, TEXAS	COMMENTS	N/A		

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA	20.550006	0.25000000	0.01555711	n/a	n/a	n/a	n/a	n/a	n/a

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			<u>CORRESPONDENCE ADDRESS</u>
WORK PHONE NUMBER: ()		HOME PHONE NUMBER: ()	FAX NUMBER: ()

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

PLEASE RETURN THIS COPY



10.

File No. WF 105814

B. Division Order

Date Filed: 2/13/08

Jerry Paterson, Commissioner

By [Signature]

57.00

GLOBase Main
Menu

Business Entity
Search

Energy Paper
Search

PSF Land
Search

SRP Facility
Search

SRP Land
Search

Counties

Lease/Unit/Permit: MF105814

2 Counties Found

County Code	County Name	Acres
220	TARRANT	31.470
220	TARRANT	14.140



*For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000*

GLOBase Main Menu | Business Entity Search | Energy Paper Search | PSF Land Search | SRP Facility Search | SRP Land Search

Energy Paper Details

Paper Type: OIL AND/OR GAS LEASE

Lease/Unit/Permit: MF105814

[Related Business Entities](#) | [Related Counties](#) | [Related Leases](#) | [Related PSF Land](#)
[View Oil/Gas Lease Details](#) | [Search DocuShare](#)

General Information

Lease Date	04/06/2005	Total Leased Acres	0.00
Status	EXPIRED	Land Part in Lease	
Status Date	04/06/2007	Limited Term	
Non-Unit Status		Term	
Non-Unit Status Date		Primary Term	2 yrs

Payment Information

Original Payment \$0.00

Payment Cycle ANNUAL

Rental Payments

Comments

RAL LEASE

Updated On	06/11/2007	By	landerso
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Business Entity Information

Lessee FOUR SEVENS OIL COMPANY, LTD.

Lessor WHITE LAKE HILLS SUBDIVISION

Operator No operators recorded



*For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000*

11.

File No. MF 105814
20/10/88
Date Filed: 12/21/08
Jerry Patterson, Commissioner
By [Signature]

DRILLING PERMIT MASTER DATA INQUIRY

PERMIT # =====> 636041	FICHE SET ==>
PERMIT TYPE => DRILL	SIDE/DIR/HORZ> HORIZONTAL
OPERATOR =====> CHESAPEAKE OPERATING, INC.	OPERATOR # ==> 147715
ADDR 1 =====>	UNIQUE # =====>
ADDR 2 =====>	RESTRICTIONS > Y
CITY/STATE ==> OKLAHOMA CITY OK 73154	REMARKS =====> N
LEASE =====> WHITE LAKE HILLS	WELL # =====> 1H
DISTRICT =====> 09	TOTAL DEPTH => 9000
COUNTY =====> TARRANT	ACRES =====> 294.95
ONSHORE CNTY >	API # =====> 439 32100
	OFFSHORE =====> N
RECEIVED =====> 08 31 2007 WELL STAT ==> FINAL COMPL	P-12 =====> N
ISSUED =====> 04 02 2007 STAT DATE ==> 04 24 2007	W-1A =====> N
AMENDED =====> 09 05 2007 CANCELLED ==>	RULE 36 =====> N
EXTENDED =====> REASON =====>	H-9 =====> N
EXPIRATION ==>	RULE 37 # ==>
SURF CASING => 04 06 2007 SPUD =====> 04 05 2007	RULE 38 # ==>

PF1=DAPI PF2=P-5 PF3=WELL BORE PF4=CURRENT FILING PF5=SCROLL FILINGS
 _ MENU _ SURF LOC _ BH LOC _ RESTRICTIONS _ REMARKS _ DAOI _ HELP

PRESS ENTER FOR FIELD SCREEN; PF5 TO SCROLL FILINGS

DRILLING PERMIT MASTER DATA INQUIRY

PERMIT # ==>> 640891	FICHE SET ==>
PERMIT TYPE => DRILL	SIDE/DIR/HORZ> HORIZONTAL
OPERATOR ==>> CHESAPEAKE OPERATING, INC.	OPERATOR # ==> 147715
ADDR 1 ==>>>>>	UNIQUE # ==>>
ADDR 2 ==>>>>>	RESTRICTIONS > Y
CITY/STATE ==> OKLAHOMA CITY OK 73154	REMARKS ==>>>> N
LEASE ==>>>>> WHITE LAKE HILLS	WELL # ==>>>>> 2H
DISTRICT ==>>>> 09	TOTAL DEPTH => 9000
COUNTY ==>>>>> TARRANT	ACRES ==>>>>>> 318.48
ONSHORE CNTY >	API # ==>>>>>>> 439 32344
RECEIVED ==>>>> 07 31 2007 WELL STAT ==>	OFFSHORE ==>>>> N
ISSUED ==>>>>>> 06 28 2007 STAT DATE ==>	P-12 ==>>>>>>> N
AMENDED ==>>>>> 08 08 2007 CANCELLED ==>	W-1A ==>>>>>>> N
EXTENDED ==>>>>> REASON ==>>>>>	RULE 36 ==>>>>> N
EXPIRATION ==>	H-9 ==>>>>>>> N
SURF CASING => 08 02 2007 SPUD ==>>>>>>> 08 01 2007	RULE 37 # ==>
	RULE 38 # ==>

PF1=DAPI PF2=P-5 PF3=WELL BORE PF4=CURRENT FILING PF5=SCROLL FILINGS
 _ MENU _ SURF LOC _ BH LOC _ RESTRICTIONS _ REMARKS _ DAOI _ HELP

PRESS ENTER FOR FIELD SCREEN; PF5 TO SCROLL FILINGS

*** OIL AND GAS W-2/G-1 RECORD ***

INQUIRY

API #: 439 32100 SOURCE: RRC
DIST: 09 LSE/ID: 231097 WELL#: 1 H TYPE: GAS CNTY: TARRANT
FLD: NEWARK, EAST (BARNETT SHALE) LSE: WHITE LAKE HILLS
OPER: CHESAPEAKE OPERATING, INC.

COMPLETION: 05 31 2007 DRILLING PERMIT #: 636041
W2-G1: 07 31 2007 BUILT: 12 21 2007 R-37 EXCEP CASE #:
ATTACHMENTS: ON FILE WATER INJECT PERM #:
KEY 'S' TO VIEW ATTACH: _ SALT WATER DISP #:
DOCKET NUMBER:

DRILL COMPLETED: 04 24 2007
ELEVATION: 600 GL
TOTAL DEPTH: 7394 WELLBORE PLUGGED:
PLUGBACK DEPTH:

LOCATION SEC: BLK: ABST: 841
SUR: JONES, E

SUR/SECT: 000112 FT FROM N'LY N AND 000569 FT FROM N'LY W

NOTE=> REMARKS ON FILE FOR THIS DATE

* SCREEN OPTIONS: 12=FORM/SQZE 13=REMARKS 14=WATER 19=PERMITS/WELLIDS

* SELECT OPTION: ___ (01=RETURN TO MENU, 00= HELP AND OTHER OPTIONS)

PRESS 'ENTER' FOR NEXT SCREEN

12.

File No. MF 105814

Dwelling Exempts

Date Filed: 7/27/08

Jerry Patterson, Commissioner

By: 



SUPPLEMENTAL
DECLARATION OF POOLED UNIT
WHITE LAKE HILLS UNIT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TARRANT §

This Supplemental Declaration of Pooled Unit is executed to be effective as of April 1, 2007, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

WHEREAS, the purpose and intent of this Supplemental Declaration of Pooled Unit is to add Leases to the original Declaration of Pooled Unit which was filed of record in Tarrant County, Texas as Document number D207118309. The unit description on the original Declaration of Pooled Unit included the acreage from these leases and this document shall have the same effect as if they were listed on the first pooled unit.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **294.948 acres**, more or less, being the lands more particularly described on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the top of the Barnett Shale formation to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Supplemental Declaration of Pooled Unit – White Lake Hills Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Additional Interest; Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.

4. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written consent of all the undersigned parties hereto. This Supplemental Declaration of Pooled

Unit – White Lake Hills Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

5. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective April 1, 2007.

Chesapeake Exploration Limited Partnership,
An Oklahoma limited partnership

By: [Signature] *JAH*
Henry J. Hood, Senior Vice President
Land and Legal & General Counsel
Chesapeake Operating, Inc., General Partner
CSM

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 13th day of JUNE, 2007, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Operating, Inc.**, General Partner of **Chesapeake Exploration Limited Partnership**, an Oklahoma limited partnership, as successor operator, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Valerie Burns
Notary Public

My Commission Expires: _____
My Commission Number: _____


EXHIBIT "A"

Attached to and made a part of that Supplemental Declaration of Pooled Unit for the White Lake Hills Unit effective as of April 1, 2007.

LESSOR: White Lake Hills Community
LESSEE: Four Sevens Oil Company, Ltd.
LEASE DATE: April 6, 2005
RECORDING: D205273813, D206039148, D206154875 – Amendments:
D207104795, D207153159, D207165739 & D207181104

LESSOR: White Lake Hills Community
LESSEE: Four Sevens Oil Company, Ltd.
LEASE DATE: May 6, 2005
RECORDING: D205295009

LESSOR: Edward & Elizabeth G. Petersen
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 29, 2007
RECORDING: D207165734
DESCRIPTION: 0.29 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Veda F. Green
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: March 14, 2007
RECORDING: D207165735
DESCRIPTION: 0.22 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Linda Atkins
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 6, 2007
RECORDING: D207131812
DESCRIPTION: 0.21 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Roland & Veronica Montalvo
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 9, 2007
RECORDING: D207131815
DESCRIPTION: 0.36 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: James Clem Ellis
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207131813
DESCRIPTION: 0.193 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Bernardo & Maria Ramirez
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207131814
DESCRIPTION: 0.184 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Victor G. Walters
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207131816
DESCRIPTION: 0.227 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Devon & Hilary Wilson
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207153153
DESCRIPTION: 0.184 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Billie Swackhamer
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207153155
DESCRIPTION: 0.255 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Arnel A & Laura A Bulaoro
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207153154
DESCRIPTION: 0.225 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: VOA Texas Pamela Marble Falls Community Homes
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 17, 2007
RECORDING: D207153158
DESCRIPTION: 0.22 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Bernadette Sagadraca
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207153157
DESCRIPTION: 0.208 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: G. Alfred Brown, Jr.
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207153156
DESCRIPTION: 0.258 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Barry Dorsey
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 26, 2007
RECORDING: D207160198
DESCRIPTION: 0.184 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Bethelmy Kambuyaya & Rose Nyirawimfura
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207160197
DESCRIPTION: 0.268 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: John & Wilma Lane
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207165738
DESCRIPTION: 0.211 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Louverture Scott
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: May 4, 2007
RECORDING: D207165737
DESCRIPTION: 0.307 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Henry Wilder
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207165736
DESCRIPTION: 0.191 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: William & Ann Christianson
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 11, 2007
RECORDING: D207165733
DESCRIPTION: 0.211 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Florence Virsam-Ross & Louis Scott
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: May 4, 2007
RECORDING: D207165732
DESCRIPTION: 0.549 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Juanita Dalton Koch Trust, Rick Wilshire Trustee
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 27, 2007
RECORDING: D207181103
DESCRIPTION: 0.38 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Owen K. & Priscilla Collins
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 5, 2007
RECORDING: D207203038
DESCRIPTION: 0.464 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Erika Davis, Elbert Davis and Aros D. Davis
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 12, 2007
RECORDING: D207198297
DESCRIPTION: 0.278 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Dee Potter
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 30, 2007
RECORDING: D207192857
DESCRIPTION: 0.268 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Earl T. and Lucy Middlebrook
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 30, 2007
RECORDING: D207192856
DESCRIPTION: 0.215 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Leslie B. O'Neill
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: May 10, 2007
RECORDING: Unavailable
DESCRIPTION: 0.242 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: Jonathon Richard and Angela Jean Gallaway
LESSEE: Chesapeake Exploration, Limited Partnership
LEASE DATE: April 30, 2007
RECORDING: D207209101
DESCRIPTION: 0.221 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

End of Exhibit "A"

EXHIBIT "B"

Attached to and made a part of that Supplemental Declaration of Pooled Unit for the White Lake Hills Unit effective as of April 1, 2007.

White Lake Hills Unit

Being 294.948 acres of land located in the J. Brockman Survey, Abstract No. 102, the J. Haynes Survey, Abstract No. 764, the E. Jones Survey, Abstract No. 841, the Wm. Tandy Survey, Abstract No. 1538, the A.C. Warren Survey, Abstract No. 1687, the Consolidated El Paso Irrigation and Manufacturing Company Survey, Abstract No. 1783, the W.F. White Survey, Abstract No. 2019, and the W.F. White Survey, Abstract No. 2020, Tarrant County, Texas, and being the Oil and Gas Mineral Leases to Four Sevens Oil Company, Ltd., recorded in CC#D204124885, CC#D204124886, CC#D204124884, CC#D204124883, CC#D205343921, CC#D205273813, CC#D206039148, CC#D206154875, CC#D207104795, CC#D207153159, CC#D207165739, CC# D207181104, CC#D207192828 and CC#D205295009, the Oil and Gas Mineral Leases to Dale Resources, L.L.C., recorded in CC#D205144949, CC#D205208962, CC#D205208963, CC#D205171545, CC#D205133780, CC#D205208973, CC#D205193097, CC#D205133781, CC#D205208964, CC#D205144963, CC#D205144940, CC#D205144946, CC#D206191721, CC#D205208961, CC#D205144947, CC#D205144943, CC#D205133784, CC#D205171546, CC#D205193098, CC#D205144941, CC#D205144938, CC#D205133779, CC#D205171547, CC#D205133782, CC#D205144966, CC#D205144944, CC#D205144942, CC#D205144965, CC#D205144939, CC#D205133783, CC#D205266981, CC#D205133785, CC#D205144967, CC#D205171548, CC#D205144964, CC#D205193106, CC#D205144948, CC#D205144952, CC#D205355044, CC#D207092513 and the Oil and Gas Mineral Leases to Chesapeake Exploration, Limited Partnership, recorded in CC#D207104775, CC#D207104776, CC#D207104777, CC#D207104778, CC#D207104779, CC#D207104780, CC#D207104781, CC#D207104782, CC#D207104783, CC#D207108534, CC#D207108535, CC#D207108536, CC#D207108537, CC#D207108538, CC#D207131812, C#D207131813, CC#D207131814, CC#D207131815, CC#D207131816, CC#D207153153, CC#D207153154, CC#D207153155, CC#D207153156, CC#D207153157, CC#D207153158, CC#D207160197, CC#D207160198, CC#D207165732, CC#D207165733, CC#D207165734, CC#D207165735, CC#D207165736, CC#D207165737, CC#D207165738, CC#D207198297, CC#D207192857, CC#D207192856, CC#D207203038, CC#D207209101 and CC#D207181103, Deed Records, Tarrant County, Texas. Said 294.948 acres of land being more particularly described as follows:

BEGINNING at a point at the southeast corner of a tract of land described in the deed to Charitable Properties, Inc., recorded in Volume 17233, Page 6, Deed Records, Tarrant County, Texas;

THENCE S89°42'52"W, along the south line of said Charitable tract, a distance of 1,018.63 feet to a point lying in the east line of White Lake Hills, Unit No. 4, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet B, Slide 775, Plat Records, Tarrant County, Texas;

THENCE along the east and south lines of said White Lake Hills, Unit No. 4 as follows:

1. S00°01'46"E, a distance of 29.18 feet to a 5/8" iron rod found;
2. N87°46'33"W, a distance of 202.67 feet to a 5/8" iron rod found;
3. N74°54'08"W, at 129.60 feet passing 5/8" iron rod found at the southwest corner of Lot 5, Block D of said White Lake Hills, Unit No. 4, in all a distance of 159.83 feet to a point lying in the centerline of Willow Ridge Road, White Lake Hills, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-37, Page 7, Plat Records, Tarrant County, Texas;

THENCE along said Willow Ridge Road centerline as follows:

1. southerly, 466.00 feet along a non tangent curve to the left, having a radius of 1,138.36 feet, a central angle of 23°27'17" and a chord bearing S03°18'50"W, 462.75 feet to a point;

2. S08°19'53"E, a distance of 733.02 feet to a point lying in the south line of said White Lake Hills, Unit No. 4, recorded in Volume 388-37, Page 7;

THENCE S81°41'07"W, along said south line, a distance of 736.43 feet to a point;

THENCE S87°50'48"W, continuing along said south line, a distance of 301.01 feet to a point at the southeast corner of White Lake Hills, Unit No. 1, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-25, Page 85, Plat Records, Tarrant County, Texas;

THENCE along the south and west lines of said White Lake Hills, Unit No. 1 as follows:

1. S88°04'30"W, a distance of 282.00 feet to a point;
2. N08°12'30"W, a distance of 288.85 feet to a point;
3. S81°47'30"W, a distance of 350.30 feet to a point;
4. S08°12'30"E, a distance of 250.35 feet to a point;
5. S88°04'30"W, a distance of 75.00 feet to a point;
6. S76°57'30"W, a distance of 55.65 feet to a 5/8" iron rod found;
7. N08°12'30"W, a distance of 276.36 feet to a point lying in the centerline of Saint Lawrence Road;
8. S38°03'30"W, along said centerline, a distance of 62.98 feet to a point;
9. N32°39'01"W, a distance of 427.57 feet to a point;
10. N81°06'01"W, a distance of 215.00 feet to a point;
11. N37°16'01"W, a distance of 195.00 feet to a 5/8" iron rod stamped "Brooks-Baker" found;
12. N48°26'01"W, a distance of 180.00 feet to a 5/8" iron rod stamped "Brooks-Baker" found;
13. N04°33'59"E, a distance of 215.00 feet to a point;
14. N44°36'11"W, a distance of 405.93 feet to a 1" pipe found;
15. N28°32'04"E, a distance of 168.91 feet to a point;
16. N66°45'31"E, a distance of 175.45 feet to a point;
17. N41°31'16"W, a distance of 62.52 feet to a point at the south corner of Lot 29, Block 11, White Lake Hills, Unit No. 3, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-35, Page 33, Plat Records, Tarrant County, Texas;

THENCE along the west line of said White Lake Hills, Unit No. 3 as follows:

1. N27°59'15"W, a distance of 123.32 feet to a point;

2. N14°55'56"W, a distance of 178.16 feet to a 2" pipe found;

3. N03°23'29"W, a distance of 83.83 feet to a point at the southeast corner of Lot 1, Block C, White Lake Hill Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-84, Page 44, Plat Records, Tarrant County, Texas;

THENCE N75°52'07"W, along the south line of said Lot 1, Block C, a distance of 468.97 feet to a point;

THENCE S86°40'54"W, continuing along said south line, a distance of 261.77 feet to a point lying in the centerline of Randol Mill Road, described in the deed to the City of Fort Worth, recorded in Volume 10489, Page 464, Deed Records, Tarrant County, Texas;

THENCE along the centerline of said Randol Mill Road, recorded in Volume 10489, Page 464 as follows:

1. N17°19'21"E, a distance of 66.29 feet to a point;

2. N18°28'35"E, a distance of 150.00 feet to a point;

3. N18°38'06"E, a distance of 126.79 feet to a point at the southeast corner of a tract of land described as the South Tract, in the deed to the City of Fort Worth, recorded in Volume 12871, Page 510, Deed Records, Tarrant County, Texas;

THENCE along the east line of said City of Fort Worth tract as follows:

1. N39°13'40"E, a distance of 504.08 feet to a point;

2. N39°48'37"E, a distance of 460.66 feet to a point;

3. N40°22'21"E, a distance of 429.95 feet to a point;

4. N39°49'22"E, a distance of 22.25 feet to a point lying in the apparent west line of said W.F. White Survey, Abstract No. 2020;

THENCE N00°11'23"W, along said apparent west survey line, a distance of 190.99 feet to a point;

THENCE S89°22'55"E, along the apparent north survey line of said W.F. White Survey, Abstract No. 2020, a distance of 201.40 feet to a point lying in said east line of said City of Fort Worth tract recorded in Volume 12871, Page 510;

THENCE continuing along said east line of said City of Fort Worth tract as follows:

1. N68°27'47"E, a distance of 50.00 feet to a point;

2. N72°35'11"E, a distance of 49.98 feet to a point;

3. N74°26'47"E, a distance of 49.97 feet to a point;

4. N77°22'56"E, a distance of 199.94 feet to a 5/8" iron rod found;

5. N78°25'40"E, a distance of 50.00 feet to a point;

6. N78°26'53"E, a distance of 50.01 feet to a point;

7. N79°24'57"E, a distance of 49.98 feet to a point;

8. N82°07'06"E, a distance of 50.00 feet to a point;

9. N83°17'38"E, a distance of 49.98 feet to a point;
10. N84°18'59"E, a distance of 49.97 feet to a point;
11. N87°50'32"E, a distance of 50.00 feet to a point;

12. N89°11'48"E, a distance of 49.63 feet to a 7/8" iron rod bent found at the most northerly southeast corner of said City of Fort Worth tract, said 7/8" iron rod found being the 60.00 foot wide Randol Mill Right-Of-Way dedication according to White Lake Hills, Section Nine, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-65, Page 47, Plat Records, Tarrant County, Texas;

THENCE along said 60.00 foot wide Randol Mill Right-Of-Way dedication as follows:

1. S87°07'04"E, a distance of 696.80 feet to a point;
2. easterly, 209.83 feet, along a curve to the right, having a radius of 4,393.44 feet, a central angle of 02°44'11" and a chord bearing S85°44'59"E 209.81 feet to a point;
3. S84°22'53"E, a distance of 886.31 feet to a point at the northwest corner of said Charitable Properties tract, recorded in Volume 17233, Page 6;

THENCE along the north line of said Charitable Properties as follows:

1. S83°44'40"E, a distance of 97.35 feet to a point;
2. S82°47'40"E, a distance of 100.00 feet to a point;
3. S80°33'40"E, a distance of 100.00 feet to a point;
4. S78°16'40"E, a distance of 100.00 feet to a point;
5. S77°05'40"E, a distance of 113.75 feet to a point;
6. S74°58'08"E, a distance of 85.74 feet to a point at the northeast corner of said Charitable Properties, said point being the northwest corner of a tract of land described in the deed to Charitable Properties, Inc., recorded in Volume 17178, Page 188, Deed Records, Tarrant County, Texas;

THENCE along the north and east lines of said Charitable Properties recorded in Volume 17178, Page 188 as follows:

1. S70°42'08"E, a distance of 100.00 feet to a point;
2. S67°06'08"E, a distance of 100.00 feet to a point;
3. S65°14'08"E, a distance of 100.00 feet to a point;
4. S73°16'08"E, a distance of 100.00 feet to a point;
5. S82°52'08"E, a distance of 53.40 feet to a point;
6. S00°12'08"E, a distance of 2,146.59 feet to the point of beginning, containing 294.948 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

End of Exhibit "B"



VALERIE BURNS
CHESAPEAKE ENERGY CORP
POB 18496
OKC OK 731540496
Submitter: TERRY HARRIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/20/2007 10:08 AM
Instrument #: D207214692
LSE 12 PGS \$56.00

By: _____



D207214692

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

File No. MF10584 13.

Declaration of Proposed Unit

Date Filed: 7/22/08

Jerry Patterson, Commissioner

By: 

7

FIRST AMEMDMENT TO
DECLARATION OF POOLED UNIT
WHITE LAKE HILLS UNIT

STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit – White Lake Hills Unit dated April 1, 2007, recorded as Document No. D207214692, D207217440 & D207118309 of the Official Public records of Tarrant County, Texas. Such Declaration is incorporated herein for all purposes.

Whereas, the undersigned desires to amend said Declaration by replacing the Exhibit "B" describing the unit boundaries, adding additional leases to the Exhibit "A" and revise the unit size.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

DESCRIPTION OF UNIT. The Unit shall consist of **318.481 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the top of the Barnett Shale formation to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

The April 2007 Declaration of Pooled Unit recorded as document number D207214692, D207217440 & D207118309 for the White Lake Hills Unit is hereby amended to replace the Exhibit "B", to add additional leases to the Exhibit "A" and to revise the unit size.

Except as amended hereby, said Declaration remains in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

Chesapeake Exploration L.L.C., an Oklahoma limited liability company, and successor by merger to Chesapeake Exploration Limited Partnership

By: [Signature] JAN
Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel CSM

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 5th day of SEPTEMBER, 2007, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., and successor by merger to Chesapeake Exploration Limited Partners, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Number:
My Commission Expires:



EXHIBIT "A"

Attached to and made a part of that First Amendment of the Declaration of Pooled Unit for the White Lake Hills Unit effective date of April 1, 2007.

LESSOR: BURGESS, JAMES, QUINLAVEN
LESSEE: CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP
LEASE DATE: APRIL 11, 2007
RECORDING: D207222900
DESCRIPTION: 0.224 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7150629-001
LESSOR: CLARK, ROMEKA
LESSEE: CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP
LEASE DATE: JUNE 25, 2007
RECORDING: D207230416
DESCRIPTION: 0.196 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: CBS STATIONS GROUP OF TEXAS, L.P.
LESSEE: CHESAPEAKE EXPLORATION, LLC
LEASE DATE: JULY 13, 2007
RECORDING: D207254965
DESCRIPTION: 27.4621 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LESSOR: BRADLEY R. BATES, TRUSTEE OF THE WARREN HARDING BATES GST
NON-EXEMP MARITAL TRUST
LESSEE: CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP
LEASE DATE: AUGUST 3, 2007
RECORDING: D207314815
DESCRIPTION: 0.235 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

End of Exhibit "A"

Exhibit "B"

Attached to and made a part of that First Amendment of the Declaration of Pooled Unit for the White Lake Hills Unit effective date of April 1, 2007.

White Lake Hills Unit – Metes and Bounds Description

Being 318.481 acres of land located in the J. Brockman Survey, Abstract No. 102, the J. Haynes Survey, Abstract No. 764, the E. Jones Survey, Abstract No. 841, the Wm. Tandy Survey, Abstract No. 1538, the A.C. Warren Survey, Abstract No. 1687, the Consolidated El Paso Irrigation and Manufacturing Company Survey, Abstract No. 1783, the W.F. White Survey, Abstract No. 2019, and the W.F. White Survey, Abstract No. 2020, Tarrant County, Texas, and being the Oil and Gas Mineral Leases to Four Sevens Oil Company, Ltd., recorded in CC#D204124885, CC#D204124886, CC#D204124884, CC#D204124883, CC#D205343921, CC#D205273813, CC#D206039148, CC#D206154875, CC#D207104795, CC#D207153159, CC#D207165739, CC#D205295009 and CC#D207181104, the Oil and Gas Mineral Leases to Dale Resources, L.L.C., recorded in CC#D205144949, CC#D205208962, CC#D205208963, CC#D205171545, CC#D205133780, CC#D205208973, CC#D205193097, CC#D205133781, CC#D205208964, CC#D205144963, CC#D205144940, CC#D205144946, CC#D206191721, CC#D205208961, CC#D205144947, CC#D205144943, CC#D205133784, CC#D205171546, CC#D205193098, CC#D205144941, CC#D205144938, CC#D205133779, CC#D205171547, CC#D205133782, CC#D205144966, CC#D205144944, CC#D205144942, CC#D205144965, CC#D205144939, CC#D205133783, CC#D205266981, CC#D205133785, CC#D205144967, CC#D205171548, CC#D205144964, CC#D205193106, CC#D205144948, CC#D205144952, CC#D205355044, CC#D207092513 and the Oil and Gas Mineral Leases to Chesapeake Exploration, Limited Partnership, recorded in CC#D207104775, CC#D207104776, CC#D207104777, CC#D207104778, CC#D207104779, CC#D207104780, CC#D207104781, CC#D207104782, CC#D207104783, CC#D207108534, CC#D207108535, CC#D207108536, CC#D207108537, CC#D207108538, CC#D207131812, CC#D207131813, CC#D207131814, CC#D207131815, CC#D207131816, CC#D207153153, CC#D207153154, CC#D207153155, CC#D207153156, CC#D207153157, CC#D207153158, CC#D207160197, CC#D207160198, CC#D207165732, CC#D207165733, CC#D207165734, CC#D207165735, CC#D207165736, CC#D207165737, CC#D207165738, CC#D207181103 and D207254965, Deed Records, Tarrant County, Texas. Said 318.481 acres of land being more particularly described as follows:

BEGINNING at a point at the southeast corner of a tract of land described in the deed to Charitable Properties, Inc., recorded in Volume 17233, Page 6, Deed Records, Tarrant County, Texas, said point being the northeast corner of a tract of land described in the deed to Gaylord Broadcasting Company, recorded in Volume 5878, Page 686, Deed Records, Tarrant County, Texas, from which a 60d nail found bears S21°50'51"W 4.33 feet;

THENCE along the east, south and west lines of said Gaylord tract as follows:

1. S00°12'08"E, a distance of 1,004.29 feet, from which a 5/8" iron rod found bears N89°40'01"E 2.07 feet;

2. S89°40'01"W, a distance of 1,021.92 feet to a 5/8" iron rod found;

3. N00°00'52"W, a distance of 975.96 feet to a 5/8" iron rod found at the southeast corner of White Lake Hills, Unit No. 4, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet B, Slide 775, Plat Records, Tarrant County, Texas;

THENCE along the south lines of said White Lake Hills, Unit No. 4 as follows:

1. N87°46'33"W, a distance of 202.67 feet to a 5/8" iron rod found;

2. N74°54'08"W, at 129.60 feet passing 5/8" iron rod found at the southwest corner of Lot 5, Block D of said White Lake Hills, Unit No. 4, in all a distance of 159.83 feet to a point lying in the centerline of Willow Ridge Road, White Lake Hills, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-37, Page 7, Plat Records, Tarrant County, Texas;

THENCE along said Willow Ridge Road centerline as follows:

1. southerly, 466.00 feet along a non tangent curve to the left, having a radius of 1,138.36 feet, a central angle of 23°27'17" and a chord bearing S03°18'50"W, 462.75 feet to a point;

2. S08°19'53"E, a distance of 733.02 feet to a point lying in the south line of said White Lake Hills, Unit No. 4, recorded in Volume 388-37, Page 7;

THENCE S81°41'07"W, along said south line, a distance of 736.43 feet to a point;

THENCE S87°50'48"W, continuing along said south line, a distance of 301.01 feet to a point at the southeast corner of White Lake Hills, Unit No. 1, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-25, Page 85, Plat Records, Tarrant County, Texas;

THENCE along the south and west lines of said White Lake Hills, Unit No. 1 as follows:

1. S88°04'30"W, a distance of 282.00 feet to a point;

2. N08°12'30"W, a distance of 288.85 feet to a point;

3. S81°47'30"W, a distance of 350.30 feet to a point;

4. S08°12'30"E, a distance of 250.35 feet to a point;

5. S88°04'30"W, a distance of 75.00 feet to a point;

6. S76°57'30"W, a distance of 55.65 feet to a 5/8" iron rod found;

7. N08°12'30"W, a distance of 276.36 feet to a point lying in the centerline of Saint Lawrence Road;

8. S38°03'30"W, along said centerline, a distance of 62.98 feet to a point;

9. N32°39'01"W, a distance of 427.57 feet to a point;

10. N81°06'01"W, a distance of 215.00 feet to a point;

11. N37°16'01"W, a distance of 195.00 feet to a 5/8" iron rod stamped "Brooks-Baker" found;

12. N48°26'01"W, a distance of 180.00 feet to a 5/8" iron rod stamped "Brooks-Baker" found;

13. N04°33'59"E, a distance of 215.00 feet to a point;

14. N44°36'11"W, a distance of 405.93 feet to a 1" pipe found;
15. N28°32'04"E, a distance of 168.91 feet to a point;
16. N66°45'31"E, a distance of 175.45 feet to a point;
17. N41°31'16"W, a distance of 62.52 feet to a point at the south corner of Lot 29, Block 11, White Lake Hills, Unit No. 3, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-35, Page 33, Plat Records, Tarrant County, Texas;

THENCE along the west line of said White Lake Hills, Unit No. 3 as follows:

1. N27°59'15"W, a distance of 123.32 feet to a point;
2. N14°55'56"W, a distance of 178.16 feet to a 2" pipe found;
3. N03°23'29"W, a distance of 83.83 feet to a point at the southeast corner of Lot 1, Block C, White Lake Hill Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-84, Page 44, Plat Records, Tarrant County, Texas;

THENCE N75°52'07"W, along the south line of said Lot 1, Block C, a distance of 468.97 feet to a point;
THENCE S86°40'54"W, continuing along said south line, a distance of 261.77 feet to a point lying in the centerline of Randol Mill Road, described in the deed to the City of Fort Worth, recorded in Volume 10489, Page 464, Deed Records, Tarrant County, Texas;

THENCE along the centerline of said Randol Mill Road, recorded in Volume 10489, Page 464 as follows:

1. N17°19'21"E, a distance of 66.29 feet to a point;
2. N18°28'35"E, a distance of 150.00 feet to a point;
3. N18°38'06"E, a distance of 126.79 feet to a point at the southeast corner of a tract of land described as the South Tract, in the deed to the City of Fort Worth, recorded in Volume 12871, Page 510, Deed Records, Tarrant County, Texas;

THENCE along the east line of said City of Fort Worth tract as follows:

1. N39°13'40"E, a distance of 504.08 feet to a point;
2. N39°48'37"E, a distance of 460.66 feet to a point;
3. N40°22'21"E, a distance of 429.95 feet to a point;
4. N39°49'22"E, a distance of 22.25 feet to a point lying in the apparent west line of said W.F. White Survey, Abstract No. 2020;

THENCE N00°11'23"W, along said apparent west survey line, a distance of 190.99 feet to a point;

THENCE S89°22'55"E, along the apparent north survey line of said W.F. White Survey, Abstract No. 2020, a distance of 201.40 feet to a point lying in said east line of said City of Fort Worth tract recorded in Volume 12871, Page 510;

THENCE continuing along said east line of said City of Fort Worth tract as follows:

1. N68°27'47"E, a distance of 50.00 feet to a point;
2. N72°35'11"E, a distance of 49.98 feet to a point;
3. N74°26'47"E, a distance of 49.97 feet to a point;
4. N77°22'56"E, a distance of 199.94 feet to a 5/8" iron rod found;
5. N78°25'40"E, a distance of 50.00 feet to a point;
6. N78°26'53"E, a distance of 50.01 feet to a point;
7. N79°24'57"E, a distance of 49.98 feet to a point;
8. N82°07'06"E, a distance of 50.00 feet to a point;
9. N83°17'38"E, a distance of 49.98 feet to a point;
10. N84°18'59"E, a distance of 49.97 feet to a point;
11. N87°50'32"E, a distance of 50.00 feet to a point;
12. N89°11'48"E, a distance of 49.63 feet to a 7/8" iron rod bent found at the most northerly southeast corner of said City of Fort Worth tract, said 7/8" iron rod found being the 60.00 foot wide Randol Mill Right-Of-Way dedication according to White Lake Hills, Section Nine, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-65, Page 47, Plat Records, Tarrant County, Texas;

THENCE along said 60.00 foot wide Randol Mill Right-Of-Way dedication as follows:

1. S87°07'04"E, a distance of 696.80 feet to a point;
2. easterly, 209.83 feet, along a curve to the right, having a radius of 4,393.44 feet, a central angle of 02°44'11" and a chord bearing S85°44'59"E 209.81 feet to a point;
3. S84°22'53"E, a distance of 886.31 feet to a point at the northwest corner of said Charitable Properties tract, recorded in Volume 17233, Page 6;

THENCE along the north line of said Charitable Properties as follows:

1. S83°44'40"E, a distance of 97.35 feet to a point;
2. S82°47'40"E, a distance of 100.00 feet to a point;
3. S80°33'40"E, a distance of 100.00 feet to a point;
4. S78°16'40"E, a distance of 100.00 feet to a point;
5. S77°05'40"E, a distance of 113.75 feet to a point;
6. S74°58'08"E, a distance of 85.74 feet to a point at the northeast corner of said Charitable Properties, said point being the northwest corner of a tract of land described in the deed to Charitable Properties, Inc., recorded in Volume 17178, Page 188, Deed Records, Tarrant County, Texas;

THENCE along the north and east lines of said Charitable Properties recorded in Volume 17178, Page 188 as follows:

1. S70°42'08"E, a distance of 100.00 feet to a point;
2. S67°06'08"E, a distance of 100.00 feet to a point;
3. S65°14'08"E, a distance of 100.00 feet to a point;
4. S73°16'08"E, a distance of 100.00 feet to a point;
5. S82°52'08"E, a distance of 53.40 feet to a point;
6. S00°12'08"E, a distance of 2,146.59 feet to the point of beginning, containing 318.481 acres of land.
The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. BEASLEY

LAND SURVEYORS L.P.

- LAND • TOPOGRAPHIC
- CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817-429-0194
FAX 817-446-5488

White Lake Hills Unit

1. Charitable Properties - 42.765 ac.
2. Lakewood Retirement Center - 7.698 ac.
3. State of Texas - 39.856 ac.
4. Anderson et al - 1.122 ac.
5. Schlager et al - 2.026 ac.
6. Brown et al - 4.058 ac.
7. White Lake Hills Community - 197.625 ac.
8. CBS Stations Group of Texas - 23.533 ac.

Total Acres - 318.481 acres

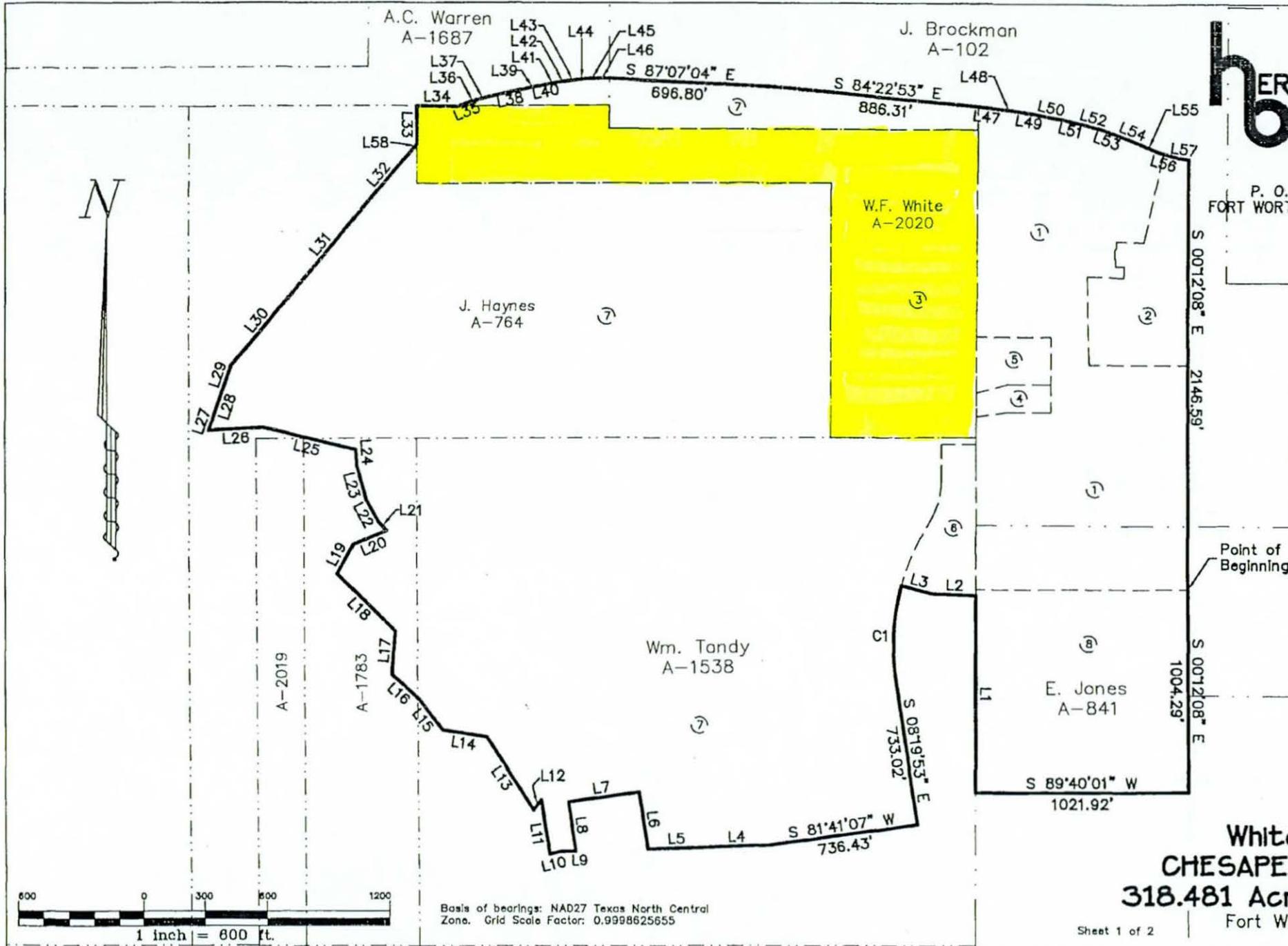


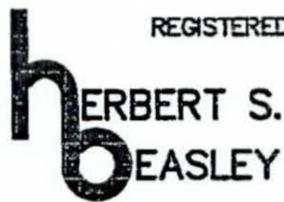
Prepared 4 April 2007
Prepared 28 August 2007

EXHIBIT B
White Lake Hills Unit
CHESAPEAKE OPERATING, INC.
318.481 Acre White Lake Hills Unit
 Fort Worth, Tarrant County, Texas.

Sheet 1 of 2

CHK-WhiteLakeHills UNIT.dwg





REGISTERED PROFESSIONAL SURVEYORS

LAND SURVEYORS L.P.

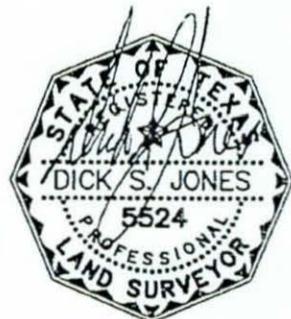
- LAND
- TOPOGRAPHIC
- CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817-429-0194
FAX 817-448-5488

UNIT CURVE TABLE					
Curve	Delta	Radius	Length	Chord-Dir	Chord
C1	23°27'17"	1138.36	466.00	S03°18'50"W	462.75
C2	2°44'11"	4393.44	209.83	S85°44'58"E	209.81

UNIT LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°00'52"W	975.96
L2	N87°46'33"W	202.67
L3	N74°54'08"W	159.83
L4	S87°50'48"W	301.01
L5	S88°04'30"W	282.00
L6	N08°12'30"W	288.85
L7	S81°47'30"W	350.30
L8	S08°12'30"E	250.35
L9	S88°04'30"W	75.00
L10	S76°57'30"W	55.65
L11	N08°12'30"W	276.36
L12	S38°03'30"W	62.98
L13	N32°39'01"W	427.57
L14	N81°06'01"W	215.00
L15	N37°16'01"W	195.00
L16	N48°26'01"W	180.00
L17	N04°33'59"E	215.00
L18	N44°36'11"W	405.93
L19	N28°32'04"E	168.91
L20	N66°45'31"E	175.45
L21	N41°31'16"W	62.52
L22	N27°59'15"W	123.32
L23	N14°55'56"W	178.16
L24	N03°23'29"W	83.83
L25	N75°52'07"W	468.97
L26	S86°40'54"W	261.77
L27	N17°19'21"E	66.29
L28	N18°28'35"E	150.00
L29	N18°38'06"E	126.79
L30	N39°13'40"E	504.08
L31	N39°48'37"E	460.66
L32	N40°22'21"E	429.95
L33	N00°11'23"W	190.99
L34	S89°22'55"E	201.40
L35	N68°27'47"E	50.00
L36	N72°35'11"E	49.98
L37	N74°26'47"E	49.97
L38	N77°22'56"E	199.94
L39	N78°25'40"E	50.00
L40	N78°26'53"E	50.01
L41	N79°24'57"E	49.98
L42	N82°07'06"E	50.00
L43	N83°17'38"E	49.98
L44	N84°18'59"E	49.97
L45	N87°50'32"E	50.00
L46	N89°11'48"E	49.63
L47	S83°44'40"E	97.35
L48	S82°47'40"E	100.00
L49	S80°33'40"E	100.00
L50	S78°16'40"E	100.00
L51	S77°05'40"E	113.75
L52	S74°58'08"E	85.74
L53	S70°42'08"E	100.00
L54	S67°06'08"E	100.00
L55	S65°14'08"E	100.00
L56	S73°16'08"E	100.00
L57	S82°52'08"E	53.40
L58	N39°49'22"E	22.25



Prepared 4 April 2007
Prepared 28 August 2007

EXHIBIT B
White Lake Hills Unit
CHESAPEAKE OPERATING, INC.
318.481 Acre White Lake Hills Unit
Fort Worth, Tarrant County, Texas.

THE MITCHELL COMPANY
2412 E 70TH ST

SHREVEPORT LA 71105

Submitter: THE MITCHELL COMPANY



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 09/07/2007 09:52 AM
Instrument #: D207318458
OPR 8 PGS \$40.00

By: _____

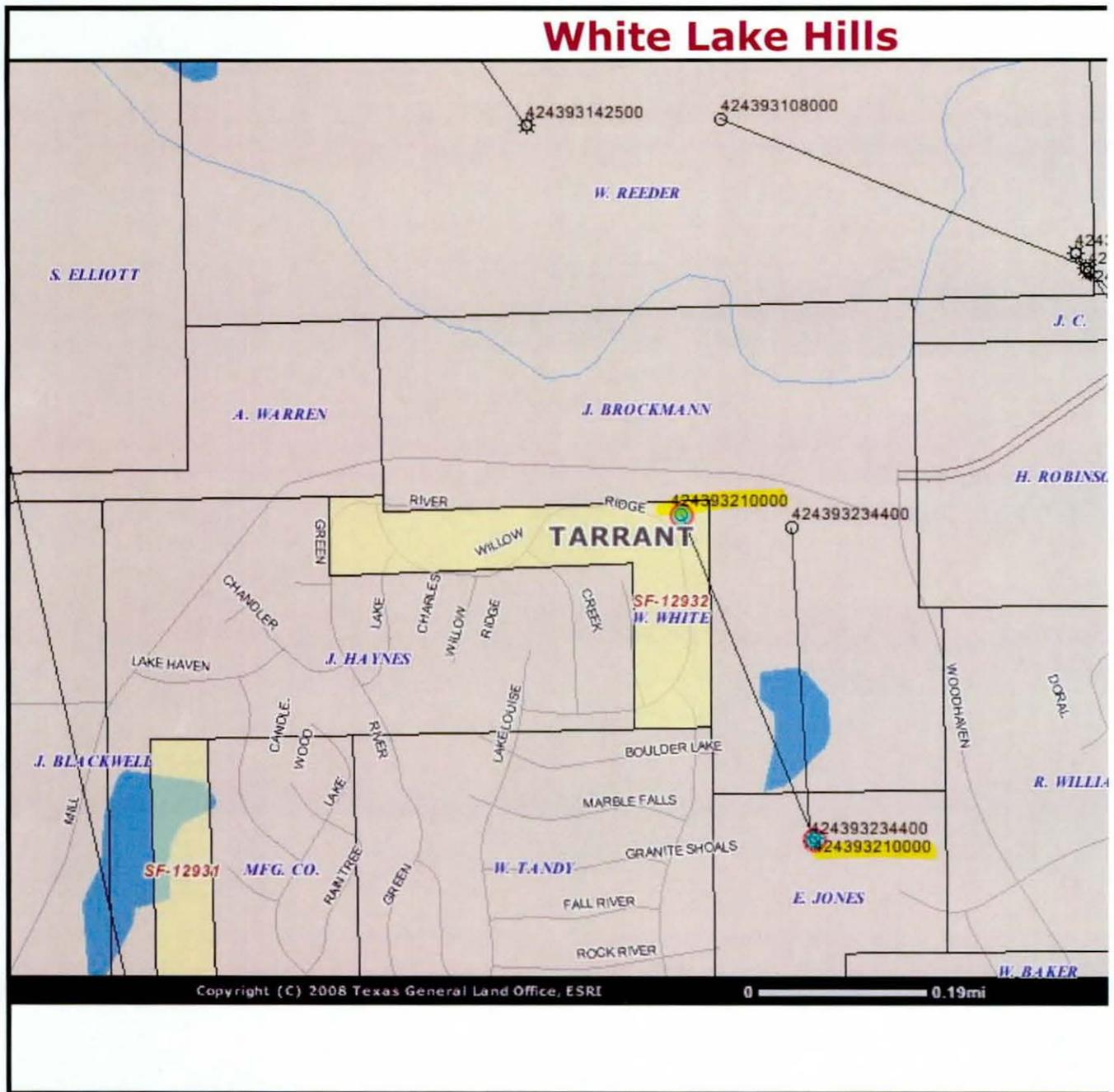


D207318458

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

14.

File No. MF105814
First Amendment
Date Filed: 7-22-08
By Jerry Patterson, Commissioner



*Shaw - Do you have a pending lease
on this SF12932*

Beverly

*Lead
~~the~~ Lease # 105814)*

TARRANT TX
 WHITE LAKE HILLS 1H
 CHESAPEAKE OPERATING INCORPORATED
 ACTIVE

Detailed Production Report

Lease Name:	WHITE LAKE HILLS	Well Number:	1H
Lease Number:	231097	Cum Oil:	
Operator Name:	CHESAPEAKE OPERATING INC	Cum Gas:	220,506
State:	TEXAS	Cum Water:	18,054
County:	TARRANT	First Production Date:	MAY 2007
Field:	NEWARK EAST	Last Production Date:	DEC 2007
TX Railroad Dist	TEXAS DISTRICT 09	Spot	
Survey Name	JONES ELIZABETH	Abstract Number	841
Block		Section	
League, Spot code		Labor	
Township		Lot	
Latitude/Longitude:	32.76396 -97.24424	Lat/Long Source:	TS
Regulatory #:	231097	Completion Date:	MAY 31, 2007
API:	42439321000000	Total Depth:	9384
Production ID:	242090231097	Upper Perforation:	7587
Reservoir Name:	BARNETT SHALE	Lower Perforation:	9263
Prod Zone:	BARNETT /SH/	Gas Gravity:	0.59
Prod Zone Code:	354BRNT	Oil Gravity:	
Basin Name:	STRAWN BASIN	Temp Gradient:	1.69
Gas Gatherer:	CHEMK	N Factor:	1.0
Liquid Gatherer:		GOR:	
Status:	ACTIVE		GAS

Annual Production	(1 years)		
Year	Oil BBLS	Gas MCF	Water BBLS

Beginning			
Cum:			
2007		220,506	18,054
Totals:		220,506	18,054

Monthly Production

Date	Oil BBLS	Gas MCF	Water BBLS	Cond Yld STB/MMCF	% Water	# of Wells	Days on
MO/YR							
MAY 2007		6,305	516			1	
JUN 2007		63,602	5,208			1	
JUL 2007		44,386	3,634			1	
AUG 2007		52,138	4,269			1	

SEP 2007	0	0	0
OCT 2007	653	53	1
NOV 2007	26,325	2,155	1
DEC 2007	27,097	2,219	1
Totals:			
2007	<u>220,506</u>	<u>18,054</u>	

Gas Tests		Total count: 1								
API	Well	Test	WHSIP	WHFP	BHP	BHP/Z	Water	Cond	Gas	AOF
Number	Number	Date					B/D	B/D	MCFD	MCFD
<hr/>										
First Test										
42439321000000	1H	20070531	1014	474	1186	1263	536		2808	6546

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 612670
 EFFECTIVE: _____
 PREPARED BY: ANGELA BOULWARE
 DATE PREPARED: 4/1/2008
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on April 1, 2008.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 2 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 2H A-102 OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: JACOB BROCKMAN SVY, A-841 UNIT ACRES: 330.235000
 E. JONES - 841 TARRANT COUNTY, TEXAS COMMENTS: N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA	20.550006	0.25000000	0.01555711	n/a	n/a	n/a	n/a	n/a	n/a

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()	HOME PHONE NUMBER: ()	FAX NUMBER: ()	

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

PLEASE RETURN THIS COPY

15,

File No. MF10584
Division Order
Date Filed: 4/8/08
Jerry E. Patterson, Commissioner
By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 20, 2008

Catherine Stairs
Chesapeake Energy Corp.
PO Box 18496.
Oklahoma City, OK 73154-0496

RE: GLO Assignment ID # 6423

Dear Ms. Stairs,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

Assignment, Bill of Sale and Conveyance, executed March 6th, 2008, from Four Sevens Resources Co., Ltd. ETAL, as Assignor, to Chesapeake Exploration, LLC, as Assignee. Tarrant Co. Doc. # D208089162.

Filing fees of \$75.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

*M-105814
see mal page*

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
6423	<i>Tarrant - Expired</i>	MF105814 - D.P.
6423	<i>Tarrant</i>	MF106201
6423	<i>Tarrant</i>	MF106600

Tuesday, May 20, 2008



Acquisitions and Divestitures

May 15, 2008

CERTIFIED MAIL 7004 2510 0000 3914 3762

Ms. Beverly Boyd
Commissioner of the Texas General Land Office
Stephen F. Austin Building
1700 N. Congress Ave
Austin, TX 78701-1495

Re: Consent to assign
Four Sevens Resources Co.

Dear Ms. Boyd:

Enclosed is a certified copy of a recorded county Assignment of Oil and Gas Leases for the State of Texas Leases Tarrant County, Texas.

Also enclosed is Chesapeake's check number 971355, in the amount of \$75.00 for the Consent to Assign from the Commissioner of the Texas General Land Office. Please return the Consent to Assign to my attention.

If you have any questions, or additional information, please do not hesitate to call me at 405-810-2626, or catherine.stairs@chk.com.

Thank you for your assistance.

Yours truly,

A handwritten signature in blue ink that reads "Catherine Stairs".

Catherine Stairs

Enclosure

cs

Chesapeake Operating, Inc. ✓

08017690

008019 TX GENERAL LAND OFFICE

No. 971355

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
535032	05/13/08	051308	REC FEE	X 75.00 129
			Total for check	\$75.00

3301044



7

MF 105814 - Expired
106201 -
106600

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS)
) §
COUNTY OF TARRANT)

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

This Assignment, Bill of Sale and Conveyance (this "Assignment"), dated effective as of October 1, 2007, at 7:00 a.m. Central Standard Time (the "Effective Time"), is made by **Four Sevens Resources Co., Ltd.**, a Texas limited partnership, and **Four Sevens Resources Operating Co., Ltd.**, a Texas limited partnership, and **FSOC Gas Co., Ltd.**, a Texas limited partnership, and **Sinclair Oil & Gas Company**, a Wyoming corporation, with a notice address of 777 Taylor Street, Suite 1090, Fort Worth, Texas 76102 (hereinafter collectively called "Assignor") to **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, with a notice address of P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, ("Assignee").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignee, subject to the terms and reservations hereof, all of Assignor's right, title and interest in and to the following (the "Properties"):

- (1) All of the Oil and Gas Leases described in Exhibit "A" attached hereto and made a part hereof, as extended or amended and the lands covered thereby (the "Leases");
- (2) All working interests, net revenue interests, farmout or farmin rights, royalty, overriding royalty or other non-working or carried interests, operating rights and other mineral rights of every nature in and to the Leases;
- (3) All presently existing unitization and pooling agreements and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases, and all of Assignor's interest in and to the Properties covered or units created thereby which are attributable to the Leases;
- (4) All presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments which pertain to the Leases or any interests pooled or unitized therewith;
- (5) All oil and gas and associated hydrocarbons produced from the Leases or any interests pooled or unitized therewith from and after the Effective Time;
- (6) All easements, permits, licenses, servitudes, rights of way, pipelines, power lines, telephone and telegraph lines, communications facilities and all other rights and appurtenances situated on or used in connection with the Leases or any interests pooled or unitized therewith;



TRUE AND CORRECT COPY OF
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TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK
ASN 000-2712

- (7) All rights and obligations as to gas imbalances, if any, attributable to the Properties as of the Effective Time;
- (8) All tangible personal property, equipment, fixtures and improvements, including, but not by way of limitation, all oil and gas wells, injection wells, salt water, disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, gas processing and compression facilities (specifically including the existing processing and compression facility), water lines, vessels, tanks, boilers, separators, fixtures, platforms, machinery, tools, treating equipment, compressors and other equipment, pipelines, powerlines, telephone and telegraph lines, transportation and communication facilities, and other appurtenances situated upon the lands covered by the Leases or any land or lands pooled or unitized therewith or used or obtained in connection with the production, treating, storing, transportation or marketing of oil, gas and other hydrocarbons or minerals therefrom.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, all of Assignor's right, title, and interest, from and after the Effective Time, in and to the Properties, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references.

TO HAVE AND TO HOLD all and singular such Properties together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject to the following matters:

- (1) All Lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record;
- (2) All easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;
- (3) The terms and conditions of the Leases and other agreements affecting the Properties;
- (4) All rights reserved to or vested in any municipality or governmental, tribal, statutory or public authority to control or regulate any of the Properties in any manner, and all applicable laws, rules and orders of governmental and tribal authority.

Assignor does hereby bind itself, its heirs, successors and assigns, to warrant and forever defend all and singular title to the Properties unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Assignor, but not otherwise. Assignor conveys the Properties free and clear of any outstanding mortgage, deed of trust, lien or encumbrance created by Assignor, but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of, and the right to enforce, the covenants and warranties, if any, which Assignor is entitled to enforce with respect to Assignor's predecessors in title to the Properties.

Assignor retains liability and shall be responsible for, and shall defend, indemnify and hold Assignee harmless from, any and all claims arising, asserted or due prior to the Effective Time with respect to the Properties. Assignee hereby assumes and shall be responsible for and comply with all duties and obligations, express or implied, arising on or after the Effective Time with respect to the Properties and shall defend, indemnify and hold Assignor harmless from, any and all claims arising, asserted or due on or after the Effective Time.



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TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

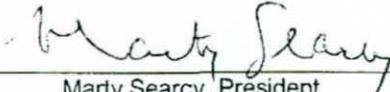
In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds and consents to further evidence the assignment and conveyance of the Properties by Assignor to Assignee.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but effective for all purposes as of the Effective Time. **This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute one and the same Assignment.**

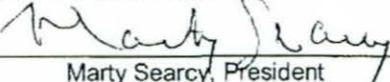
ASSIGNOR:

Four Sevens Resources Co., Ltd.,
a Texas limited partnership
BY: MB&N LLC, General Partner

By: 
Marty Searcy, President

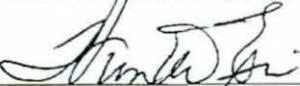
ASSIGNOR:

Four Sevens Resources Operating Co., Ltd.,
a Texas limited partnership
BY: MB&N LLC, General Partner

By: 
Marty Searcy, President

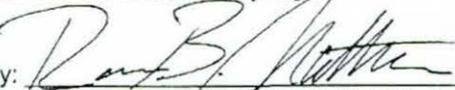
ASSIGNOR:

FSOC Gas Co., Ltd.,
a Texas limited partnership
BY: Hunter Production Company, General Partner

By: 
Hunter Enis, President

ASSIGNOR:

Sinclair Oil & Gas Company

By: 
Ross B. Matthews, President

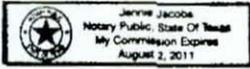


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TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

ACKNOWLEDGMENT

STATE OF Texas)
) §
COUNTY OF Tarrant)

This instrument was acknowledged before me on this 6th day of March, 2008, by Hunter Enis, as President, of FSOC Gas Co., Ltd., by Hunter Production Company, General Partner.



Jayne Jacobs
Notary Public

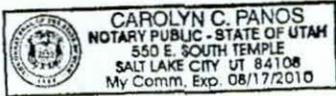
My Commission No. 01025590-2

My Commission Expires: 8-02-2011

ACKNOWLEDGMENT

STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 5th day of March, 2008, by Ross B. Matthews, as President, of Sinclair Oil & Gas Company.



Carolyn C. Panos
Notary Public

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 7 day of March, 2008, by Douglas J. Jacobson, as Executive Vice President - Acquisitions and Divestitures, of Chesapeake Exploration, L.L.C.



Lynn D. Long
Notary Public

My Commission No. 03008405

My Commission Expires: 6-11-11



TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS SUZANNE HENDERSON, COUNTY CLERK

EXHIBIT "A"

Attached to and made a part of that certain Assignment,
Bill of Sale and Conveyance from Four Sevens Resources Co., Ltd., and Four
Sevens Resources Operating Co., Ltd., and FSOC Gas Co., Ltd., and Sinclair Oil &
Gas Company to Chesapeake Exploration, L.L.C., dated effective October 1, 2007.

Lease No.	State	County	Well
	TX	TARRANT	INDUS STATE 1H INDUS CAMPUS DRIVE 1H INDUS CAMPUS 2H INDUS CAMPUS 3H
TX2202597-000			
Lessor:			AHC BRECKENRIDGE ASSOCIATES, L.L.C.
Lessee:			DALE RESOURCES, L.L.C.
Lease Date:			9/7/2005
Recorded:	Book	Page	Entry D205355093
Legal Desc:			38.802 ACRES, MORE OR LESS, LOTS 1-R, 2 AND 3, BLOCK A, REGALRIDGE SQUARE ADDITION, CITY OF FORT WORTH, TARRANT COUNTY, TX, AS MORE FULLY DESCRIBED IN SAID LEASE
TX2202741-000			
Lessor:			CAMPUS DRIVE UNITED METHODIST CHURCH, INC.
Lessee:			DALE RESOURCES, L.L.C.
Lease Date:			1/4/2006
Recorded:	Book	Page	Entry D206051104
Legal Desc:			5.0 ACRES, MORE OR LESS, BEING DESCRIBED AS 1.5 ACRES, MORE OR LESS, LOT 1, BLOCK 1, SEMINARY CAMPUS ADDITION AND 3.5 ACRES, MORE OR LESS, WILLIAM HICKS SURVEY, A-694, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS MORE FULLY DESCRIBED IN SAID LEASE
TX2203157-000			
Lessor:			INDUS JOINT VENTURE
Lessee:			DALE RESOURCES, L.L.C.
Lease Date:			1/19/2006
Recorded:	Book	Page	Entry D206019531
Legal Desc:			43.081 ACRES, MORE OR LESS, WILLIAM HICKS SURVEY, A-694, THE J ARMENDARIS SURVEY, A-1768, THE L WETMORE SURVEY, A-1649, AND THE W R LOVING SURVEY, A-948, TARRANT COUNTY, TEXAS, AS MORE FULLY DESCRIBED IN SAID LEASE
TX2204217-000			
Lessor:			STATE OF TEXAS - WHITE LAKE ✓
Lessee:			FOUR SEVENS OIL COMPANY, LTD.
Lease Date:			4/6/2005
Recorded:	Book	Page	Entry D205343921
Legal Desc:			31.47 ACRES OF LAND, MORE OR, LESS, BEING ALL OF THE W. F. WHITE SURVEY, A-2020, ALSO BEING THE SAME LAND DESCRIBED IN THAT CERTAIN DEED DATED JULY 22, 1926 FROM MIRIAM A. FERGUSON, GOVERNOR OF THE STATE OF TEXAS TO W.F. WHITE AND RECORDED IN VOLUME 28, PAGE 569 OF THE DEED RECORDS, WHITE, W F, ABS 2020:
TX2205442-000			
Lessor:			TEACHING WORD FAITH CENTER
Lessee:			DALE RESOURCES, L.L.C.
Lease Date:			12/22/2005
Recorded:	Book	Page	Entry D206051004
Legal Desc:			6.415 ACRES MORE OR LESS, BEING IN THE WILLIAM HICKS SURVEY, A- 694, TARRANT COUNTY, TEXAS AS MORE FULLY DESCRIBED IN SAID LEASE
TX2206667-000			
Lessor:			STATE OF TEXAS - M-106201
Lessee:			DALE RESOURCES, L.L.C.
Lease Date:			1/17/2006
Recorded:	Book	Page	Entry D206136170

105814 - Expired 7/6/07

106201



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TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

Legal Desc: 159.839 ACRES, MORE OR LESS, IN THE L. CAHEN SURVEY, A-290, E. ROGERS SURVEY, A-1292, L. WETMORE SURVEY, A-1649, J. ARMENDARIS SURVEY, A-1768 AND J. COLLET SURVEY, A-260, AS MORE PARTICULARLY DESCRIBED IN LEASE

TX2206706-000

Lessor: STATE OF TEXAS - M-106600
Lessee: DALE RESOURCES, L.L.C.
Lease Date: 7/25/2006
Recorded: Book Page Entry D206329657
Legal Desc: 6.64 ACRES, MORE OR LESS, SITUATED IN THE J. COLLETT SURVEY, A-260 AND THE W. HICKS SURVEY, A-694 IN TARRANT COUNTY AS MORE PARTICULARLY DESCRIBED IN THE DEED FROM BOOTH B. STRANGE TO THE CITY OF FORT WORTH DATED 5/25/76 AND RECORDED IN VOL. 6105, P. 261 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS

106600

TX2206708-000

Lessor: FT WORTH INDEPENDENT SCHOOL DISTRICT
Lessee: DALE RESOURCES, L.L.C.
Lease Date: 8/1/2006
Recorded: Book Page Entry D206281868
Legal Desc: 162.33 ACRES, MORE OR LESS, COVERING 6 TRACTS OF LAND MORE COMMONLY KNOWN AS FWISD ATHLETIC COMPLEX, O.D. WYATT HIGH SCHOOL TRACTS AND L. CLIFFORD DAVIS ELEMENTARY SCHOOL TRACTS OUT OF THE E. ROGERS SURVEY, A-1292, THE NATHAN ATTERBERRY SURVEY, A-23, THE W. L. CROW SURVEY, A-340, THE J.M. MANN SURVEY, A-1031, THE W. HICKS SURVEY, A-694 AND THE J. COLLET SURVEY, A-260

END OF EXHIBIT "A"

Return to:
T.S. Dudley Land Co.
5925 N. Robinson
OKC, OK 73118
Attn: Mike Brunsmann



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ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK



MIKE BRUNSMAN
TS DUDLEY LAND CO
5925 N ROBINSON
OKC OK 73118

Submitter: RANDY FIFE

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 03/12/2008 03:02 PM
Instrument #: D208089162
U 8 PGS \$40.00

By: _____



D208089162

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

16.

File No. MF705814

Assignment

Date Filed: 5-6-08

By: [Signature] E. Patterson, Commissioner

By: [Signature]



A CERTIFIED COPY,

ATTEST: 5-6, 2008
SUZANNE HENDERSON, County Clerk
Tarrant County, Texas

BY: [Signature] Deputy



DIVISION ORDER

Dead Lease - EXPIRED

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 612670
EFFECTIVE: MF 105814
PREPARED BY: ANGELA BOULWARE
DATE PREPARED: 4/1/2008
PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on April 1, 2008.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 2 (1 = WI, 2 = RI, 3 = ORI)
PROPERTY: WHITE LAKE HILLS 2H OWNER: STATE OF TEXAS
LEGAL DESCRIPTION: JACOB BROCKMAN SVY, A-841 UNIT ACRES: 330.235000
TARRANT COUNTY, TEXAS COMMENTS: N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA	20.550006	0.25000000	0.01555711	n/a	n/a	n/a	n/a	n/a	n/a

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()	HOME PHONE NUMBER: ()	FAX NUMBER: ()	

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 612670
 EFFECTIVE: _____
 PREPARED BY: ANGELA BOULWARE
 DATE PREPARED: 4/1/2008
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on April 1, 2008.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 2 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 2H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: JACOB BROCKMAN SVY, A-841 UNIT ACRES: 330.235000
 TARRANT COUNTY, TEXAS COMMENTS: N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA	20.550006	0.25000000	0.01555711	n/a	n/a	n/a	n/a	n/a	n/a

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

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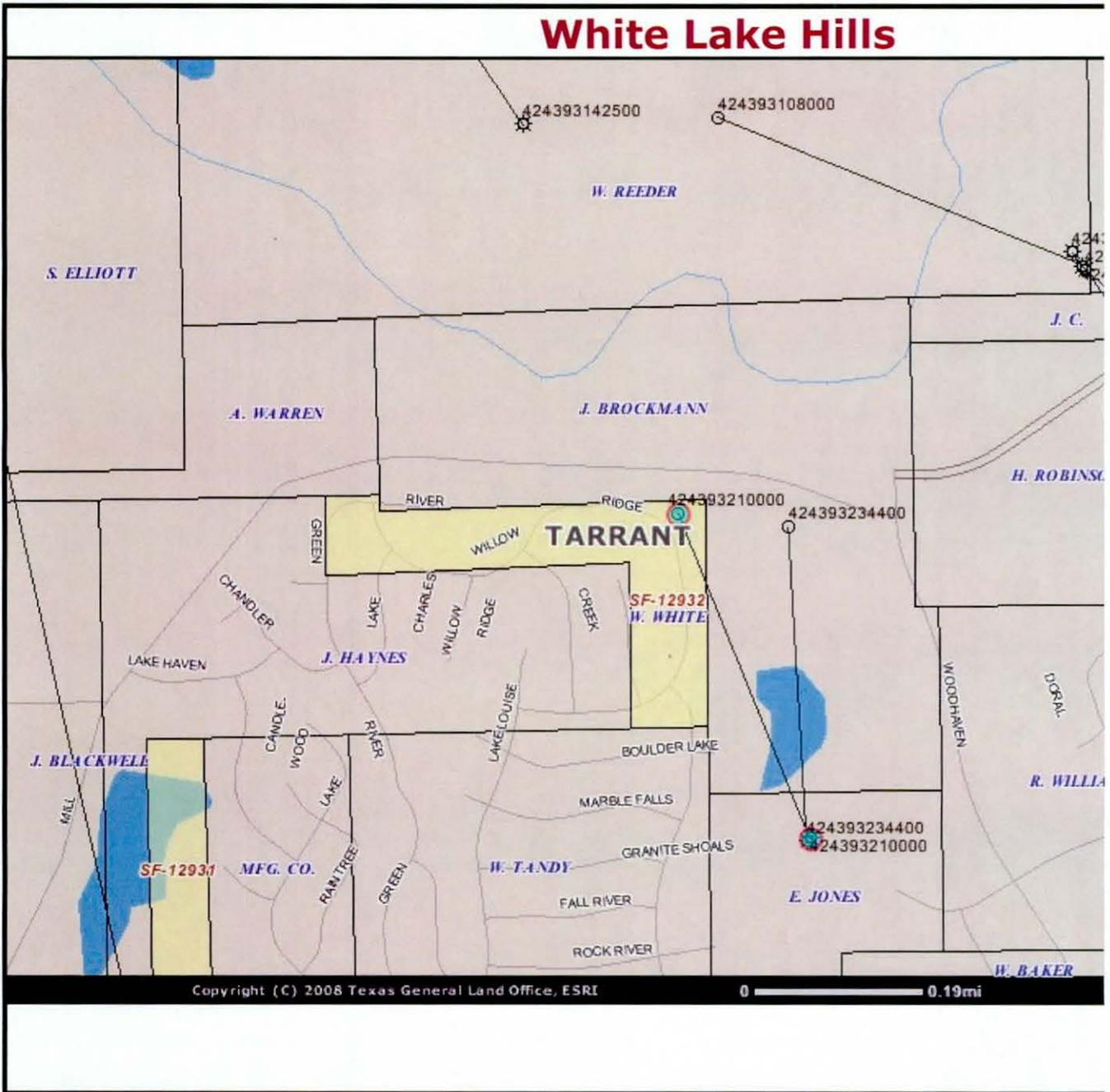
WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			<u>CORRESPONDENCE ADDRESS</u>

WORK PHONE NUMBER: () HOME PHONE NUMBER: () FAX NUMBER: ()

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

PLEASE RETURN THIS COPY

White Lake Hills



MF 105814 - Dead Lease #
 Chesapeake / Jim Irwin / Hatter / Red
 filed in old file - P+A

TARRANT TX
 WHITE LAKE HILLS 1H
 CHESAPEAKE OPERATING INCORPORATED
 ACTIVE

Detailed Production Report

Lease Name:	WHITE LAKE HILLS	Well Number:	1H
Lease Number:	231097	Cum Oil:	
Operator Name:	CHESAPEAKE OPERATING INC	Cum Gas:	220,506
State:	TEXAS	Cum Water:	18,054
County:	TARRANT	First Production Date:	MAY 2007
Field:	NEWARK EAST	Last Production Date:	DEC 2007 ✓
TX Railroad Dist	TEXAS DISTRICT 09	Spot	
Survey Name	JONES ELIZABETH	Abstract Number	841
Block		Section	
League, Spot code		Labor	
Township		Lot	
Latitude/Longitude:	32.76396 -97.24424	Lat/Long Source:	TS
Regulatory #:	231097	Completion Date:	MAY 31, 2007
API:	42439321000000	Total Depth:	9384
Production ID:	242090231097	Upper Perforation:	7587
Reservoir Name:	BARNETT SHALE	Lower Perforation:	9263
Prod Zone:	BARNETT /SH/	Gas Gravity:	0.59
Prod Zone Code:	354BRNT	Oil Gravity:	
Basin Name:	STRAWN BASIN	Temp Gradient:	1.69
Gas Gatherer:	CHEMK	N Factor:	1.0
Liquid Gatherer:		GOR:	
Status:	ACTIVE		GAS

RKA

Annual Production	(1 years)		
Year	Oil BCLS	Gas MCF	Water BCLS
Beginning			
Cum:			
2007		220,506	18,054
Totals:		220,506	18,054

Monthly Production							
Date MO/YR	Oil BCLS	Gas MCF	Water BCLS	Cond Yld STB/MMCF	% Water	# of Wells	Days on
MAY 2007		6,305	516			1	
JUN 2007		63,602	5,208			1	
JUL 2007		44,386	3,634			1	
AUG 2007		52,138	4,269			1	

SEP 2007	0	0	0
OCT 2007	653	53	1
NOV 2007	26,325	2,155	1
DEC 2007	27,097	2,219	1
Totals:			
2007	220,506	18,054	

Gas Tests

Total count: 1

API Number	Well Number	Test Date	WHSIP	WHFP	BHP	BHP/Z	Water B/D	Cond B/D	Gas MCFD	AOF MCFD
42439321000000	1H	20070531	1014	474	1186	1263	536		2808	6546

17

File No. MF105814

DO

DIVISION ORDER

Date Filed: 4/28/09

Jerry E. Patterson, Commissioner

By: 



July 27, 2010

Chesapeake Exploration, LLC
PO Box 18496
Oklahoma City, OK 73154

Re: State Lease MF105814 - **Please refer to this lease number with all correspondence**
White Lake Hills
730750

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,

Beverly Boyd, Lease Analyst
Mineral Leasing Division


DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 618504
EFFECTIVE: 12/30/2009
PREPARED BY: RENNER JANTZ/DEBBIE MCKEE
DATE PREPARED: 3/10/2010
PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on March 10, 2010.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)
PROPERTY: WHITE LAKE HILLS 6H OWNER: STATE OF TEXAS
LEGAL DESCRIPTION: J BROCKMAN SVY, A-102, WM TANDY SVY, A-1538 UNIT ACRES: 330.235000
TARRANT COUNTY, TX COMMENTS: N/A

MF105814
Unit 4749

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SM	0.000000	0.00000000	0.01555711	N/A	N/A	N/A	0.000000	0.00000000	0.01555711

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/TAX I.D. NO.	REVENUE ADDRESS
			<u>CORRESPONDENCE ADDRESS</u>
WORK PHONE NUMBER: ()		HOME PHONE NUMBER: ()	FAX NUMBER: ()

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 730750
 EFFECTIVE: 11/10/2009
 PREPARED BY: RENNER JANTZ/DEBBIE MCKEE
 DATE PREPARED: 3/8/2010
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on March 8, 2010.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 5H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: J BROCKMAN SVY, A-102, WM TANDY SVY, A-1538 UNIT ACRES: 330.235000
 TARRANT COUNTY, TX COMMENTS: N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SM			0.01555711	N/A	N/A	N/A			0.01555711

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

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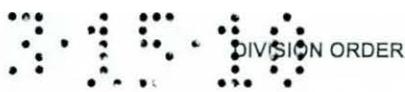
TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()	HOME PHONE NUMBER: ()	FAX NUMBER: ()	

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS



TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 618505
 EFFECTIVE: 12/30/2009
 PREPARED BY: RENNER JANTZ/DEBBIE MCKEE
 DATE PREPARED: 3/10/2010
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on March 10, 2010.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 7H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: J BROCKMAN SVY, A-102, WM TANDY SVY, A-1538 UNIT ACRES: 330.235000
 TARRANT COUNTY, TX COMMENTS: N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SM	0.000000	0.00000000	0.01555711	N/A	N/A	N/A	0.000000	0.00000000	0.01555711

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

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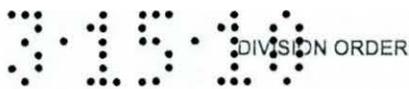
TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

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WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()	HOME PHONE NUMBER: ()	FAX NUMBER: ()	

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THIS COPY CAN BE RETAINED FOR YOUR RECORDS



TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 618506
 EFFECTIVE: 12/30/2009
 PREPARED BY: RENNER JANTZ/DEBBIE MCKEE
 DATE PREPARED: 3/10/2010
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on March 10, 2010.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 8H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: J BROCKMAN SVY, A-102, WM TANDY UNIT ACRES: 330.235000
 SVY, A-1538
 TARRANT COUNTY, TX COMMENTS N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SM	0.000000	0.00000000	0.01555711	N/A	N/A	N/A	0.000000	0.00000000	0.01555711

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

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WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()	HOME PHONE NUMBER: ()	FAX NUMBER: ()	

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DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 618504
 EFFECTIVE: 12/30/2009
 PREPARED BY: RENNER JANTZ/DEBBIE MCKEE
 DATE PREPARED: 5/21/2010
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on May 21, 2010.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 595091 INT TYPE: 2 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 6H OWNER: VICKI SAUNDERS
 LEGAL DESCRIPTION: J BROCKMAN SVY, A-102, WM TANDY SVY, A-1538 UNIT ACRES: 330.235000
 TARRANT COUNTY, TX COMMENTS: N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
ST	0.000000	0.00000000	0.00016988	N/A	N/A	N/A	0.000000	0.00000000	0.00016988

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

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WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()	HOME PHONE NUMBER: ()	FAX NUMBER: ()	

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OWNER NO: 595091

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 618505
 EFFECTIVE: 12/30/2009
 PREPARED BY: RENNER JANTZ/DEBBIE MCKEE
 DATE PREPARED: 5/21/2010
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on May 21, 2010.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 7H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: J BROCKMAN SVY, A-102, WM TANDY SVY, A-1538 UNIT ACRES: 330.235000
 TARRANT COUNTY, TX COMMENTS: N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SM	0.000000	0.00000000	0.01555711	N/A	N/A	N/A	0.000000	0.00000000	0.01555711

DIVISION OF INTEREST

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PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

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WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()	HOME PHONE NUMBER: ()	FAX NUMBER: ()	

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OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 618506
 EFFECTIVE: 12/30/2009
 PREPARED BY: RENNER JANTZ/DEBBIE MCKEE
 DATE PREPARED: 5/21/2010
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on May 21, 2010.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 8H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: J BROCKMAN SVY, A-102, WM TANDY SVY, A-1538 UNIT ACRES: 330.235000
 TARRANT COUNTY, TX COMMENTS N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SM	0.000000	0.00000000	0.01555711	N/A	N/A	N/A	0.000000	0.00000000	0.01555711

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DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()	HOME PHONE NUMBER: ()	FAX NUMBER: ()	

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS



OWNER NO: 646157

DIVISION ORDER



TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 730750
 EFFECTIVE: 11/10/2009
 PREPARED BY: RENNER JANTZ/DEBBIE MCKEE
 DATE PREPARED: 5/14/2010
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on May 14, 2010.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR CHESAPEAKE OPERATING, INC. OWNER NO: 646157 INT TYPE: 5 (1 = WI, 2 = RI, 3 = ORI)
 PROPERTY: WHITE LAKE HILLS 5H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: J BROCKMAN SVY, A-102, WM TANDY SVY, A-1538 UNIT ACRES: 330.235000
 TARRANT COUNTY, TX COMMENTS N/A

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SM			0.01555711	N/A	N/A	N/A			0.01555711

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX I.D. NO.	REVENUE ADDRESS
			CORRESPONDENCE ADDRESS
WORK PHONE NUMBER: ()	HOME PHONE NUMBER: ()	FAX NUMBER: ()	

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

18.

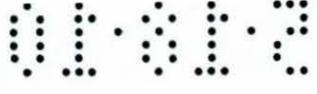
File No. ME 105 814
DIVISION ORDER

DO White Lake Hills

Date Filed: 7/27/10

Jerry E. Patterson, Commissioner





DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA10-87

Unit Number 4749
 Operator Name CHESAPEAKE OPERATING INC Effective Date 4/1/2007
 Customer ID C000025243 Unitized For Gas
 Unit Name White Lake Hills Unit Unit Term 0 Months
 County1 Tarrant
 County2 0
 County3 0
 RRC District: 05 0
 Unit Type: Permanent 0
 State Royalty Interest: 0.0150105228095 0
 State Part in Unit: 0.1200841824761
 Unit Depth Well:
 Below Depth 0 Formation: Barnett Shale
 Above Depth 0 Participation Basis: Surface Acreage
 [If Exclusions Apply: See Remarks]

MF Number MF105814 Tract Number 1
 Lease Acres 39.656 / Total Unit Acres 330.235 =
 Tract Participation: 0.1200842 X
 Lease Royalty 0.125 = Manual Tract Participation: 0 See Remark
 Tract Royalty Participation 0.0150105 Manual Tract Royalty: 0

Tract Royalty Reduction No
 Tract Royalty Rate 0
 Tract On-Line Date:

07-114419

API Number

RRC Number

Remarks:

Prepared By:

LC

Prepared Date:

6-2-10

GLO Base Updated By:

LC

GLOBase Date:

6-2-10

RAM Approval By:

SKG

RAM Approval Date:

6-4-2010

GIS By:

ZS

GIS Date:

11-12-2010

Pooling Committee Report

To: School Land Board PA10-87
Date of Board Meeting: June 1, 2010 Unit Number: 4749
Effective Date: 4/1/2007
Unit Expiration Date: Permanent
Applicant: CHESAPEAKE OPERATING INC
Attorney Rep:
Operator: CHESAPEAKE OPERATING INC
County 1: Tarrant
County 2:
County 3:
Unit Name: White Lake Hills Unit
Field Name: Newark, East (Barnett Shale)

<u>Lease Type</u>	<u>MF Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres in Unit</u>	<u>Royalty Participation</u>
RAL	MF105814	0.125	4/6/2007	HBP	39.656	39.656	0.0150105

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	290.579
State Acres:	39.656
Total Unit Acres:	330.235

<u>Participation Basis:</u>	
Surface Acreage	
<u>State Acreage:</u>	12.01%
<u>State Unit Royalty:</u>	1.50%

<u>Unit Type:</u>	<u>Unitized for:</u>
Permanent	Gas
<u>Term:</u>	0 Months

<u>Well Location:</u>
Private Land

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Special Field Rule	520 acres

REMARKS:

- Chesapeake Operating Inc is requesting permanent gas pooling from the surface to the base of the Barnett Shale and this unit to be effective April 1, 2007.

- The applicant has six horizontal unit wells currently producing approximately 8.3 MMCFPD.

- With approval of the unit the State's unit royalty participation will be 1.5011%.

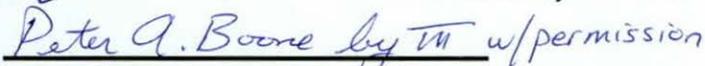
- Approval by the School Land Board in no way ratifies the State lease included in the proposed unit.

POOLING COMMITTEE RECOMMENDATION:

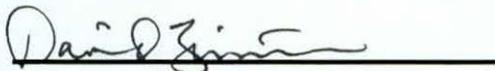
- The Pooling Committee recommends Board approval of a permanent gas unit under the above-stated provisions.



Jeffrey L. Palmer - Office of the Attorney General



Peter A. Boone - General Land Office



David Zimmerman - Office of the Governor

5-25-10

Date:

5/19/10

Date:

5/19/10

Date:

WILLIAM R REEDER
A- 1303

JACOB BROCKMANN
A- 102

MF105814

1H

2H

6H

8H

7H

5H

CEPI&M CO
A- 1783

WILLIAM J BAKER

TARRANT

ELIZABETH JONES
A- 841

WILLIAM EDWARDS
A- 471

JOHN H COLE
A- 317

Chesapeake Operating Inc.
White Lake Hills Unit
Newark, East (Barnett Shale) Field
Tarrant County
Unit #4749
PA10-87

0 270 540 1,080 Feet



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Compiled By: Zeke Guillen
May 18, 2010

POOLING AGREEMENT
CHESAPEAKE EXPLORATION, L.L.C.
WHITE LAKE HILLS UNIT
TARRANT COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Chesapeake Exploration, L.L.C., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be gas including all hydrocarbons that may be produced from a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the surface to the base of the Barnett Shale ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.
- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area

inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 330 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.
- (j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE:

7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

- (a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;
- (b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE:

8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of April 1, 2007.

TERM:

9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural

Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Tarrant County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 10/21/10

STATE OF TEXAS

Legal
Content
Geology
Executive

Handwritten initials and signatures in blue ink over the list of roles.

By: *Jerry E. Patterson*
Jerry E. Patterson, Commissioner
General Land Office

Date Executed _____

CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma limited liability company

By: *[Signature]*
Henry J. Hood, Senior Vice President - Land and
Legal & General Counsel

Handwritten initials in blue ink: CSM, EPP, QCB

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 1st day of June, 2010, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 29th day of October, 2010.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on June 21st, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.



Keasha Hobbs
Notary Public in and for the
State of Oklahoma

My Commission Expires: _____

Commission Number: _____

Parallel Petroleum LLC, a Delaware limited liability company

By: _____
John Rutherford, Vice President

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010 by John Rutherford on behalf of Parallel Petroleum Corporation.

Notary Public

My Commission Expires: _____

WES-TEX Drilling Co., L.P.

By: WES-TEX Holdings, LLC, General Partner

By: _____
David Morris, Executive Vice President

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010 by David Morris, Executive Vice President of WES-TEX Holdings, LLC, General Partner for Wes-Tex Drilling Company, L.P.

Notary Public

My Commission Expires: _____

Zoraida Castillo

By: _____
Zoraida Castillo

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010 by Zoraida Castillo.

Notary Public

My Commission Expires: _____

TOTAL E&P USA, INC., a Delaware corporation

By: _____
Eric Bonnin, Vice President- Business Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public in and for the State of Texas



Parallel Petroleum LLC, a Delaware limited liability company

By: _____
John Rutherford, Vice President

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010 by John Rutherford on behalf of Parallel Petroleum Corporation.

Notary Public

My Commission Expires: _____

WES-TEX Drilling Co., L.P.
By: WES-TEX Holdings, LLC, General Partner

By: _____
David Morris, Executive Vice President

Date: _____

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 12th day of August, 2010 by David Morris, Executive Vice President of WES-TEX Holdings, LLC, General Partner for Wes-Tex Drilling Company, L.P.

Notary Public

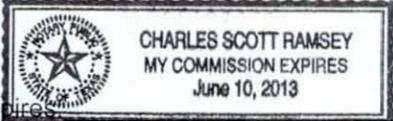
My Commission Expires: _____

Zoraida Castillo
By: Zoraida Castillo
Date: 8-12-2010

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 12th day of August, 2010 by Zoraida Castillo.



Charles Scott Ramsey
Notary Public

My Commission Expires: _____



Parallel Petroleum LLC, a Delaware limited liability company

By: _____
John Rutherford, Vice President

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010 by John Rutherford on behalf of Parallel Petroleum Corporation.

Notary Public

My Commission Expires: _____

WES-TEX Drilling Co., L.P.
By: WES-TEX Holdings, LLC, General Partner

By: _____
David Morris, Executive Vice President

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010 by David Morris, Executive Vice President of WES-TEX Holdings, LLC, General Partner for Wes-Tex Drilling Company, L.P.

Notary Public

My Commission Expires: _____

Zoraida Castillo

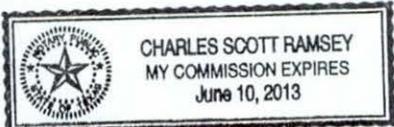
By: Zoraida Castillo
Zoraida Castillo

Date: 8-12-2010

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 12th day of August, 2010 by Zoraida Castillo.



Charles Scott Ramsey
Notary Public

My Commission Expires: _____



Parallel Petroleum LLC, a Delaware limited liability company

By: [Signature]
John Rutherford, Vice President

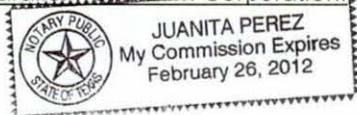
Date: 8-10-10

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Midland

§
§
§

This instrument was acknowledged before me on the 10th day of August, 2010 by John Rutherford on behalf of Parallel Petroleum Corporation LLC



[Signature]
Notary Public

My Commission Expires: _____

WES-TEX Drilling Co., L.P.
By: WES-TEX Holdings, LLC, General Partner

By: _____
David Morris, Executive Vice President

Date: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

§
§
§

This instrument was acknowledged before me on the ____ day of _____, 2010 by David Morris, Executive Vice President of WES-TEX Holdings, LLC, General Partner for Wes-Tex Drilling Company, L.P.

Notary Public

My Commission Expires: _____

Zoraida Castillo

By: _____
Zoraida Castillo

Date: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

§
§
§

This instrument was acknowledged before me on the ____ day of _____, 2010 by Zoraida Castillo.

Notary Public

My Commission Expires: _____



Parallel Petroleum LLC, a Delaware limited liability company

By: _____
John Rutherford, Vice President

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the _____ day of _____, 2010 by John Rutherford on behalf of Parallel Petroleum Corporation.

Notary Public

My Commission Expires: _____

WES-TEX Drilling Co., L.P.
By: WES-TEX Holdings, LLC, General Partner

By: David Morris
David Morris, Executive Vice President

Date: August 10, 2010

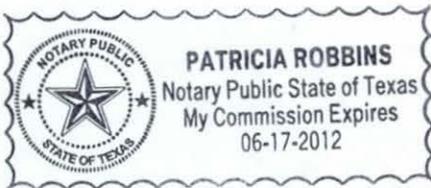
ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Taylor §
§

This instrument was acknowledged before me on the 10th day of August, 2010 by David Morris, Executive Vice President of WES-TEX Holdings, LLC, General Partner for Wes-Tex Drilling Company, L.P.

Patricia Robbins
Notary Public

My Commission Expires: 06-17-2012



Zoraida Castillo
By: _____
Zoraida Castillo

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the _____ day of _____, 2010 by Zoraida Castillo.

Notary Public

My Commission Expires: _____

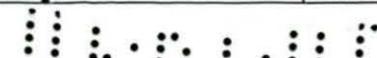
Exhibit "A"

Attached to and made a part of that Pooling Agreement for the WHITE LAKE HILLS UNIT. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

LEASE NUMBER	LESSOR	LEGAL DESCRIPTION	LESSEE	ENTRY
TX2206130-000	ANDY DON & SUSAN KITCHENS	0.405 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D206191721
TX2204895-000	ARNEL & LAURA BULAORO	W L TANDY SVY, A-1538	CHESAPEAKE EXPLORATION LP	D207153154
TX2209931-000	BAIRD W & JOHNNIE WALKER	LOT 85, BLOCK 7, WHITE LAKE HILLS	CHESAPEAKE EXPLORATION LP	D207104779
TX2206464-000	BARBAR J BRITTAIN	0.387 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144952
TX7151254-000	BARRY DORSEY	LOT 7, BLOCK 2, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207160198
TX7151255-000	BARTHELEMY KAMBUYAYA, ET AL	LOT 1, BLOCK 1, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207160197
TX7151191-000	BERNADETTE SAGADRACA	LOT 13, BLOCK 2, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207153157
TX2204923-000	BERNARDO & MARIA RAMIREZ	LOT 10, BLK 2, WHITE LAKE HILLS	CHESAPEAKE EXPLORATION LP	D207131814
TX2206431-000	BETTY PETERS SCOTT & TED PETER	0.193 AC, W L TANDY SVY, A-1538	DALE RESOURCES LLC	D205266981
TX7151256-000	BILLIE SWACKHAMER	LOT 11, BLOCK 4, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207153155
TX2206133-000	BINH DUC & MARIAN NGUYEN	0.264 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144943
TX7150663-000	CBS STATIONS GROUP OF TX, LP	LOT 6, BLOCK 34, WOODHAVEN COUNTRY CLUB ESTATES	CHESAPEAKE EXPLORATION LLC	D207254965
TX2203486-000	CHARITABLE PROPERTIES, INC.	JACOB BROCKMAN SURVEY, A-102	FOUR SEVENS OIL CO., LTD.	D204124885
TX2206118-000	CHARLES A & JEANNE JOURDAN	0.41 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144949
TX2206432-000	CHARLES C & ANDREA S SMITH	0.257 AC, W L TANDY SVY, A-1538	DALE RESOURCES LLC	D205133785
TX2204909-000	CHRISTIE LYNN BUTLER	.42 AC, W F WHITE SVY, A-2020	CHESAPEAKE EXPLORATION LP	D207108538
TX2206144-000	CHRISTOPHER & OFELIA SCHULZ	0.462 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144942
TX2206141-000	DAVID R & CORINNE MCDONALD	0.341 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205133782
TX2205505-000	DEVEN & HILARY WILSON	LOT 8, BLOCK 2, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207153153
TX2206139-000	DON A ALBANESI	0.462 AC, J W HAYNES SVY, A-764	DALE RESOURCES, LLC	D205133779
TX2206143-000	DORIS H PLOWMAN	0.275 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144944
TX2206123-000	E FORT WORTH MONTESSORI SCHOOL	1.769667 AC, W F WHITE SVY, A-2019	DALE RESOURCES LLC	D205208973
TX2204920-000	EDWARD & ELIZABETH G PETERSEN	LOT 14A, BLOCK 19, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207165734
TX2204922-000	ERIKA E PINKOCZI	.27 AC, W L TANDY SVY, A-1538	CHESAPEAKE EXPLORATION LP	D207108535
TX2206478-000	ES INVESTMENTS	.618 AC, WL TANDY SVY, A-1538	DALE RESOURCES LLC	D205355044
TX7154264-000	FLORENCE VISRAM-ROSS & L SCOTT	N/2 LOT 29 & LOT 30, BLK 11, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LLC	D207165732
TX2200051-000	GEROLD F SCHLAGER	.25 ACS, LOT 3, BLK 17, WHITELAKE HILLS ADDITION	FOUR SEVENS OIL CO., LTD	D204124884
TX7150399-000	HENRY F WILDER	LOT 4, BLK 3, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207165736
TX2206434-000	HOWARD A & ERICA ROBINSON	0.399 AC, W L TANDY SVY, A-1538	DALE RESOURCES LLC	D205171548
TX2206138-000	HUBERT H & MARY STROM	0.464 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144938
TX2206132-000	J RUSSELL MACKAY	0.324 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144947
TX2206131-000	JACK P & PATRICIA M KUEHN	0.343 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205208961
TX2204906-000	JACQUELINE LATIMER	LOT2, BLOCK 13, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207104783
TX2204898-000	JAMES CLEM ELLIS	LOT 23, BLOCK 3, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207131813
TX2206129-000	JIMMIE C WHITE	0.373 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144946
TX2206430-000	JOHN P NEIDHARDT	0.226 AC, W L TANDY SVY, A-1538	DALE RESOURCES LLC	D205133783
TX2206142-000	JOSEPH M & VIRGINIA MYERS	0.332 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144966
TX7150150-000	JUANITA DALTON KOCH TRUST	LOT 50, BLK 7, WHITE LAKE HILLS	CHESAPEAKE EXPLORATION LP	D207181103
TX2206122-000	KARAM & AMANDIP DHILLON	0.309 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205133780
TX2206136-000	KIM SHAH	0.344 AC, J W HAYNES SVY, A-764	DALE RESOURCES, LLC	D205193098



LEASE NUMBER	LESSOR	LEGAL DESCRIPTION	LESSEE	ENTRY
TX2203497-000	LAKESWOOD RETIREMENT COMMUNITY HOMEOWNERS	JACOB BROCKMAN SURVEY, A-102	FOUR SEVENS OIL CO., LTD.	D204124886
TX2204889-000	LINDA L ATKINS	LOT 85, BLOCK 9, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207131812
TX7154265-000	LOUOVERTURE SCOTT	LOT 33, BLK 11, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LLC	D207165737
TX2204921-000	LUTHER A & LAURENE PHARR	LOT 44, BLOCK 7, WHITE LAKE HILLS	CHESAPEAKE EXPLORATION LP	D207104776
TX2206134-000	MARGARET LOUISE PONDER	0.358 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205133784
TX2206433-000	MICHAEL & JANE GOODENOUGH	0.234 AC, W L TANDY SVY, A-1538	DALE RESOURCES LLC	D205144967
TX2205507-000	MILES H WILSON, II	.40 AC, JOHN HAYNES SVY, A-764	CHESAPEAKE EXPLORATION LP	D207108537
TX2206119-000	MORRIS & VICTORIA STRINGER	0.581 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205208962
TX2206472-000	PATRICK L DOLAN	0.252 AC, W L TANDY SVY	DALE RESOURCES LLC	D205193106
TX2204901-000	PATRICK M & EVELYN HAYDEN	LOT 17, BLOCK 9, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207104780
TX2206140-000	PATRICK S & SARA GREEN	0.399 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205171547
TX2206125-000	PHILLIP R GAMBLE	0.315 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205133781
TX2206128-000	RANDAL L & SUSAN JAN HOWARD	0.729 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144940
TX2204904-000	RICHARD J & BARBARA P KAZDA	LOT 7, BLOCK 14, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207104775
TX2206120-000	ROBERT E CURTIS	0.478 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205208963
TX2206367-000	ROBERT JR & IMOGENE BURNS	0.383 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144965
TX2206465-000	ROBERT M BURNS JR	.213 AC, WL TANDY SVY, A1538	DALE RESOURCES LLC	D205144964
TX2209937-000	ROLAND & VERONICA MONTALVO	LOT 26, BLOCK 7, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207131815
TX7153441-000	RUDOLPH H & RICKY D GREEN	LOT 12, BLOCK 20, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207108536
TX2206127-000	STACY P HARRIS	0.344 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144963
TX2204217-000	STATE OF TEXAS - WHITE LAKE	VARIOUS LOTS AND BLOCKS IN WHITE LAKE HILLS ADDITION	FOUR SEVENS OIL COMPANY, LTD.	D205343921
TX2205503-000	TARA S WHITE	LOT 37, BLOCK 12, WHITE LAKE HILLS	CHESAPEAKE EXPLORATION LP	D207104781
TX2206137-000	TERRY N & CINDY SNIDER	0.441 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205144941
TX2206429-000	TIMOTHY & DIANE MILLS	0.226 AC, W L TANDY SVY, A-1538	DALE RESOURCES LLC	D205144939
TX2206489-000	TOMMIE E RODDY, JR	0.146 AC, C E P I & M SVY	DALE RESOURCES LLC	D205144948
TX2206124-000	TOMMY & MARGARET FARQUHAR	0.836 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205193097
TX2204942-000	TRUMAN O TERRELL	LOT 1, BLOCK 20, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207108534
TX2204917-000	TRUNG D & TRUETHITH NGUYEN	.43 AC, J W HAYNES SVY, A-764	CHESAPEAKE EXPLORATION LP	D207104777
TX2204947-000	VICTOR G WALTERS	.227 AC, LOT 2, BLOCK 3, W L TANDY, A-1538	CHESAPEAKE EXPLORATION LP	D207131816
TX0064232-000	VIRGIL & BOBBY JETER	B7 L33, WHITE LAKE HILLS ADDITION	DALE PROPERTY SERVICES, LLC	D207092513
TX2204367-000	WHITE LAKE HILLS LANDOWNERS	VARIOUS LOTS AND BLOCKS IN WHITE LAKE HILLS ADDITION	FOUR SEVENS OIL CO., LTD.	D206154875
TX2203718-000	WILLEY E. ANDERSON AND WIFE, PATRICIA	WHITE LAKE HILLS SUBDIVISION- LOT 2, BLOCK 17	FOUR SEVENS OIL CO., LTD.	D204124883
TX2206121-000	WILLIAM & SUE DAILY	0.317 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205171545
TX7150397-000	WILLIAM K & ANN M CHRISTENSON	LOT 15, BLK 3, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207165733
TX2206135-000	WILLIAM P & P J SCHWENNSEN	0.385 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205171546
TX2206126-000	WILLIAM R HANNA	1.53 AC, J W HAYNES SVY, A-764	DALE RESOURCES LLC	D205208964
TX2204367-000	MICHAEL ALFORD, ET AL	VARIOUS LOTS AND BLOCKS IN WHITE LAKE HILLS ADDITION	FOUR SEVENS OIL CO., LTD.	D205273813
TX2205699-000	STATE OF TEXAS - M-105545	VARIOUS LOTS AND BLOCKS IN WHITE LAKE HILLS ADDITION	DALE RESOURCES LLC	D206045583
TX7153595-000	CITY OF FORT WORTH	2.57 AC, W L TANDY SVY, A-1538	CHESAPEAKE EXPLORATION LLC	D208045526
TX2203713-000	OWEN K & PRISCILLA COLLINS	LOT 7, BLOCK 12, WHITE LAKE HILLS ADDITION	CHESAPEAKE EXPLORATION LP	D207203038
TX7152554-001	KIRPAL S & MANJIT K BHOGAL	LOT 34, BLK 12, WHITE LAKE HILLS, UNIT 9	CHESAPEAKE EXPLORATION LLC	D207440194
TX7154262-000	ERIKA & ELBERT E DAVIS, ET AL	LOT 15A, BLK 9, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LLC	D207198297



LEASE NUMBER	LESSOR	LEGAL DESCRIPTION	LESSEE	ENTRY
TX7155106-000	HARRY V BATES ESTATE	LOT 13, BLK 4, WHITE LAKE HILLS	CHESAPEAKE EXPLORATION LLC	D208082370
TX7155069-000	TESHAY DEON FLOWERS	LOT 13R, BLOCK 11, WHITE LAKE HILLS, UNIT 1	CHESAPEAKE EXPLORATION LLC	D208071444
TX7151124-000	DEE POTTER	LOT 12, BLK 11, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207192857
TX0130184-000	LINDA L ATKINS	LOT 85, BLK 9, WHITE LAKE HILLS ADDN	DALE PROPERTY SERVICES, LLC	D207343988
TX7154263-000	LESLIE B O'NEILL	LOT 6, BLOCK 8, WHITE LAKE HILLS ADD	CHESAPEAKE EXPLORATION LP	D207222899
TX7151149-000	RUBY W GOLLEHER	LOT 9, BLOCK 4, WHITE LAKE HILLS ADDITION UNIT 6	CHESAPEAKE EXPLORATION LLC	D207314826
TX7152100-000	WARREN H BATES GST MARITAL TRUST	LOT 23, BLK 11, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207314815
TX7151190-000	J J & H P BURGESS FAM TRUST	LOT 4, BLOCK 4, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207222900
TX7151331-000	MOHAMED & SOUAD MHANNA	LOT 55, BLK 7, WHITE LAKE HILLS, UNIT #6	CHESAPEAKE EXPLORATION LLC	D207335580
TX2209930-000	VOA TX PAMELA/M F C HOMES INC	LOT 5, BLOCK 20, WHITE LAKE HILLS	CHESAPEAKE EXPLORATION LP	L0126188
TX7151252-000	EARL T & LUCY MIDDLEBROOK	LOT 39, BLOCK 8, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207192856
TX7151253-000	JOHN & WILMA LANE	LOT 16, BLOCK 2, WHITE LAKE HILLS SUBDIVISION	CHESAPEAKE EXPLORATION LP	D207165739
TX7150629-001	ROMEKA CLARK	LOT 6, BLOCK 3, WHITE LAKE HILLS	CHESAPEAKE EXPLORATION LP	D207230416
TX7154405-001	JOHN MEADOWS	LOT 5, BLK 3, WHITE LAKE HILLS, UNIT NO 2	CHESAPEAKE EXPLORATION LLC	D207341952
TX0108617-000	RBROWN CONSTRUCTION LLC	B11 L4, WHITE LAKE HILLS ADDITION	DALE PROPERTY SERVICES, LLC	D208043842
TX7155557-001	JAMES THOMAS HANNAN	.2086 AC, WHITE LAKE ADD	CHESAPEAKE ROYALTY, L.L.C.	D208285290
TX7154405-002	RONALD MEADOWS	LOT 5, BLK 3, WHITE LAKE HILLS, UNIT NO 2	CHESAPEAKE EXPLORATION LLC	D207314823
N/A	TIFTON ANDERSON, ET AL	VARIOUS LOTS AND BLOCKS IN WHITE LAKE HILLS ADDITION	FOUR SEVENS OIL CO., LTD.	D206039148
N/A	JOHN C. BALL, ET AL	VARIOUS LOTS AND BLOCKS IN WHITE LAKE HILLS ADDITION	FSOC GAS CO, LTD.	D207104795
N/A	EASTERN HILLS METHODIST CHURCH	Lot 6, block 4 White Lake Hills Subdivision	FSOC GAS CO, LTD.	D207153159
N/A	LANDOWNERS OF WHITE LAKE HILLS, ET AL	VARIOUS LOTS AND BLOCKS IN WHITE LAKE HILLS ADDITION	FOUR SEVENS OIL CO., LTD.	D205295009
N/A	PAUL SHASTLD	Lot 12, Block 4 White Lake Hills Subdivision	FSOC GAS CO, LTD.	D207181104
TX2204887-000	STUART ADAMS AND WIFE SHARON ADAMS	Lot 29R, Block 7 White Lake Hills Subdivision	CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP	D207104778
TX2204916-000	JAMES ESTER NATHAN	Lot 83R, Block 7 White Lake Hills Subdivision	CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP	D207104782
TX2204894-000	G. ALFRED BROWN JR.	Lot 28, Block 3 White Lake Hills Subdivision	CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP	D207153156
TX2209930-000	VOA TEXAS, PAMELA/MARBLE FALLS COMMUNITY HOMES, INC. BY MIKE KING, CEO	Lot 5, Block 20 White Lake Hills Subdivision	CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP	D207153158
N/A	VEDA F. GREEN	Lot 12, Block 20 White Lake Hills Subdivision	CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP	D207165735
N/A	JOHN LANE AND WIFE WILMA LANE	Lot 16, Block 2 White Lake Hills Subdivision	CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP	D207165738
		End of Exhibit "A"		

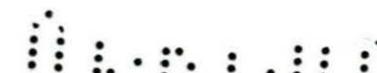


EXHIBIT B

White Lake Hills Unit

Being 330.235 acres of land located in the J. Brockman Survey, Abstract No. 102, the J. Haynes Survey, Abstract No. 764, the E. Jones Survey, Abstract No. 841, the Wm. Tandy Survey, Abstract No. 1538, the A.C. Warren Survey, Abstract No. 1687, the Consolidated El Paso Irrigation and Manufacturing Company Survey, Abstract No. 1783, the W.F. White Survey, Abstract No. 2019, and the W.F. White Survey, Abstract No. 2020, Tarrant County, Texas, and being the Oil and Gas Mineral Leases to Four Sevens Oil Company, Ltd., recorded in CC#D204124885, CC#D204124886, CC#D204124884, CC#D204124883, CC#D205343921, CC#D205273813, CC#D206039148, CC#D206154875, CC#D207104795, CC#D207153159, CC#D207165739, CC#D205295009 and CC#D207181104, the Oil and Gas Mineral Leases to Dale Resources, L.L.C., recorded in CC#D205144949, CC#D205208962, CC#D205208963, CC#D205171545, CC#D205133780, CC#D205208973, CC#D205193097, CC#D205133781, CC#D205208964, CC#D205144963, CC#D205144940, CC#D205144946, CC#D206191721, CC#D205208961, CC#D205144947, CC#D205144943, CC#D205133784, CC#D205171546, CC#D205193098, CC#D205144941, CC#D205144938, CC#D205133779, CC#D205171547, CC#D205133782, CC#D205144966, CC#D205144944, CC#D205144942, CC#D205144965, CC#D205144939, CC#D205133783, CC#D205266981, CC#D205133785, CC#D205144967, CC#D205171548, CC#D205144964, CC#D205193106, CC#D205144948, CC#D205144952, CC#D205355044, CC#D207092513 and the Oil and Gas Mineral Leases to Chesapeake Exploration, Limited Partnership, recorded in CC#D207104775, CC#D207104776, CC#D207104777, CC#D207104778, CC#D207104779, CC#D207104780, CC#D207104781, CC#D207104782, CC#D207104783, CC#D207108534, CC#D207108535, CC#D207108536, CC#D207108537, CC#D207108538, CC#D207131812, C#D207131813, CC#D207131814, CC#D207131815, CC#D207131816, CC#D207153153, CC#D207153154, CC#D207153155, CC#D207153156, CC#D207153157, CC#D207153158, CC#D207160197, CC#D207160198, CC#D207165732, CC#D207165733, CC#D207165734, CC#D207165735, CC#D207165736, CC#D207165737, CC#D207165738, CC#D207181103 and D207254965, Deed Records, Tarrant County, Texas. Said 330.235 acres of land being more particularly described as follows:

BEGINNING at a point at the southeast corner of a tract of land described in the deed to Charitable Properties, Inc., recorded in Volume 17233, Page 6, Deed Records, Tarrant County, Texas, said point being the northeast corner of a tract of land described in the deed to Gaylord Broadcasting Company, recorded in Volume 5878, Page 686, Deed Records, Tarrant County, Texas, from which a 60d nail found bears S21°50'51"W 4.33 feet;

THENCE S00°12'08"E, along the east line of said Gaylord tract, a distance of 1,004.29 feet, from which a 5/8" iron rod found bears N89°40'01"E 2.07 feet;

THENCE S89°40'01"W, along the south line of said Gaylord tract, a distance of 1,021.92 feet to a 5/8" iron rod found in the east line of Lot 1, Block E, White Lake Hills, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-37, Page 7, Plat Records, Tarrant County, Texas;

THENCE S00°00'52"E, along the east line of said Block E, a distance of 121.22 feet to a point at the southeast corner of said Block E;

THENCE S81°41'07"W, along the south line of said Block E, at 250.52 feet passing a 1" iron rod found at the southwest corner of said Block E, in all a distance of 1,017.02 feet to a point;

THENCE S87°50'48"W, continuing along said south line, a distance of 301.01 feet to a point at the southeast corner of White Lake Hills, Unit No. 1, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-25, Page 85, Plat Records, Tarrant County, Texas;

THENCE along the south and west lines of said White Lake Hills, Unit No. 1 as follows:

1. S88°04'30"W, a distance of 282.00 feet to a point lying in the east line of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 1919, Page 211;
2. S08°12'30"E, along said east line, a distance of 49.72 feet to a point at the southeast corner of said City of Fort Worth tract;
3. S88°04'30"W, a distance of 352.42 feet to a point at the southwest corner of said City of Fort Worth tract;
4. N08°12'30"W, along the west line of said City of Fort Worth tract, a distance of 49.65 feet;
5. S88°04'30"W, a distance of 75.00 feet to a point;
6. S76°57'30"W, a distance of 55.65 feet to a 5/8" iron rod found;

7. N08°12'30"W, a distance of 276.36 feet to a point lying in the centerline of Saint Lawrence Road;

8. S38°03'30"W, along said centerline, a distance of 62.98 feet to a point;

9. N32°39'01"W, a distance of 427.57 feet to a point;

10. N81°06'01"W, a distance of 215.00 feet to a point;

11. N37°16'01"W, a distance of 195.00 feet to a 5/8" iron rod stamped "Brooks-Baker" found;

12. N48°26'01"W, a distance of 180.00 feet to a 5/8" iron rod stamped "Brooks-Baker" found;

13. N04°33'59"E, a distance of 215.00 feet to a point;

14. N44°36'11"W, a distance of 405.93 feet to a 1" pipe found;

15. N28°32'04"E, a distance of 168.91 feet to a point;

16. N66°45'31"E, a distance of 175.45 feet to a point;

17. N41°31'16"W, a distance of 62.52 feet to a point at the south corner of Lot 29, Block 11, White Lake Hills, Unit No. 3, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-35, Page 33, Plat Records, Tarrant County, Texas;

THENCE along the west line of said White Lake Hills, Unit No. 3 as follows:

1. N27°59'15"W, a distance of 123.32 feet to a point;

2. N14°55'56"W, a distance of 178.16 feet to a 2" pipe found;

3. N03°23'29"W, a distance of 83.83 feet to a point at the southeast corner of Lot 1, Block C, White Lake Hill Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-84, Page 44, Plat Records, Tarrant County, Texas;

THENCE N75°52'07"W, along the south line of said Lot 1, Block C, a distance of 468.97 feet to a point;

THENCE S86°40'54"W, continuing along said south line, a distance of 261.77 feet to a point lying in the centerline of Randol Mill Road, described in the deed to the City of Fort Worth, recorded in Volume 10489, Page 464, Deed Records, Tarrant County, Texas;

THENCE along the centerline of said Randol Mill Road, recorded in Volume 10489, Page 464 as follows:

1. N17°19'21"E, a distance of 66.29 feet to a point;

2. N18°28'35"E, a distance of 150.00 feet to a point;

3. N18°38'06"E, a distance of 126.79 feet to a point at the southeast corner of a tract of land described as the South Tract, in the deed to the City of Fort Worth, recorded in Volume 12871, Page 510, Deed Records, Tarrant County, Texas;

THENCE along the east line of said City of Fort Worth tract as follows:

1. N39°13'40"E, a distance of 504.08 feet to a point;

2. N39°48'37"E, a distance of 460.66 feet to a point;

3. N40°22'21"E, a distance of 429.95 feet to a point;

4. N39°49'22"E, a distance of 22.25 feet to a point lying in the apparent west line of said W.F. White Survey, Abstract No. 2020;

THENCE N00°11'23"W, along said apparent west survey line, a distance of 190.99 feet to a point;

THENCE S89°22'55"E, along the apparent north survey line of said W.F. White Survey, Abstract No. 2020, a distance of 201.40 feet to a point lying in said east line of said City of Fort Worth tract recorded in Volume 12871, Page 510;

THENCE continuing along said east line of said City of Fort Worth tract as follows:

1. N68°27'47"E, a distance of 50.00 feet to a point;

2. N72°35'11"E, a distance of 49.98 feet to a point;
3. N74°26'47"E, a distance of 49.97 feet to a point;
4. N77°22'56"E, a distance of 199.94 feet to a 5/8" iron rod found;
5. N78°25'40"E, a distance of 50.00 feet to a point;
6. N78°26'53"E, a distance of 50.01 feet to a point;
7. N79°24'57"E, a distance of 49.98 feet to a point;
8. N82°07'06"E, a distance of 50.00 feet to a point;
9. N83°17'38"E, a distance of 49.98 feet to a point;
10. N84°18'59"E, a distance of 49.97 feet to a point;
11. N87°50'32"E, a distance of 50.00 feet to a point;

12. N89°11'48"E, a distance of 49.63 feet to a 7/8" iron rod bent found at the most northerly southeast corner of said City of Fort Worth tract, said 7/8" iron rod found being the 60.00 foot wide Randol Mill Right-Of-Way dedication according to White Lake Hills, Section Nine, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-65, Page 47, Plat Records, Tarrant County, Texas;

THENCE along said 60.00 foot wide Randol Mill Right-Of-Way dedication as follows:

1. S87°07'04"E, a distance of 696.80 feet to a point;
2. easterly, 209.83 feet, along a curve to the right, having a radius of 4,393.44 feet, a central angle of 02°44'11" and a chord bearing S85°44'59"E 209.81 feet to a point;
3. S84°22'53"E, a distance of 886.31 feet to a point at the northwest corner of said Charitable Properties tract, recorded in Volume 17233, Page 6;

THENCE along the north line of said Charitable Properties as follows:

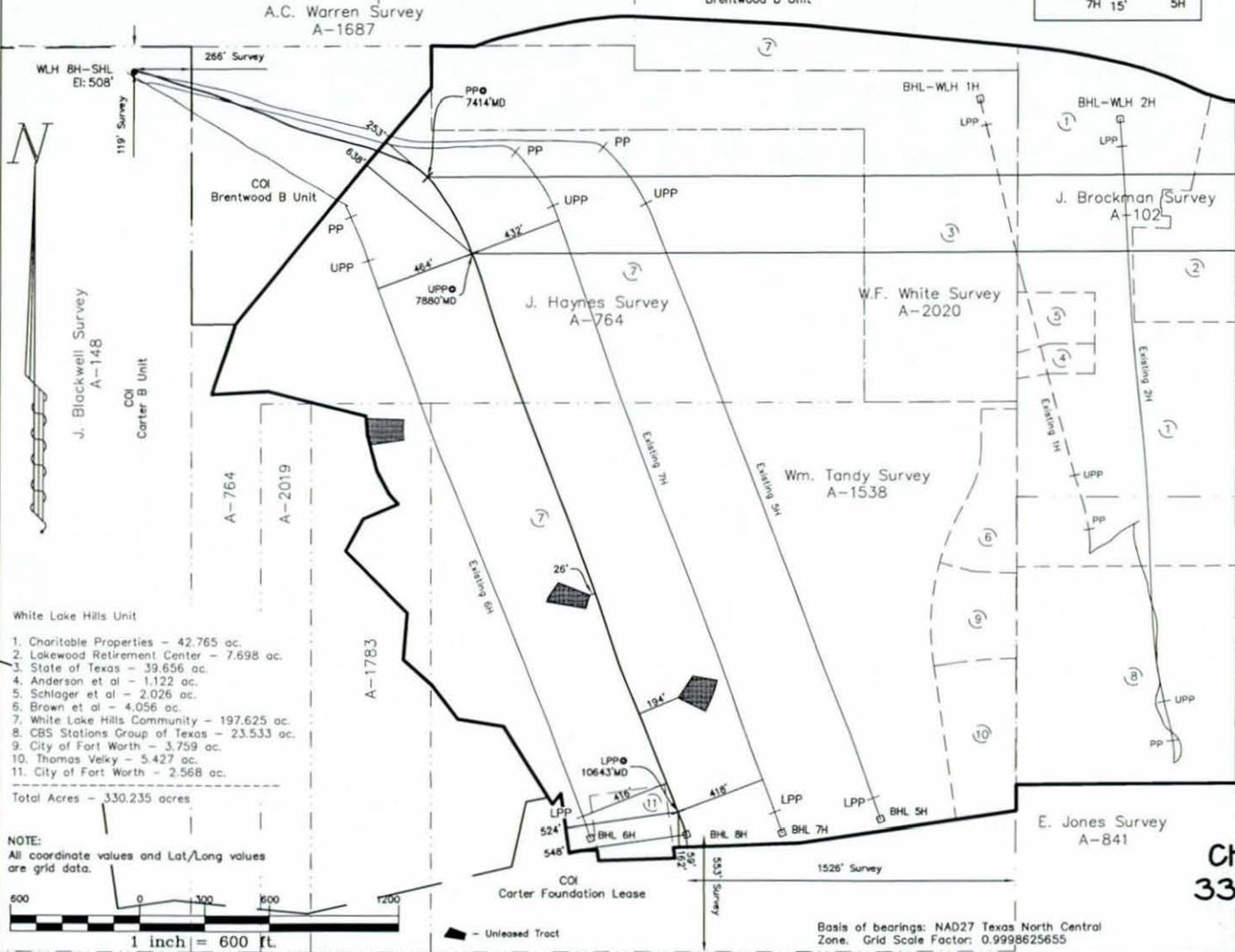
1. S83°44'40"E, a distance of 97.35 feet to a point;
2. S82°47'40"E, a distance of 100.00 feet to a point;
3. S80°33'40"E, a distance of 100.00 feet to a point;
4. S78°16'40"E, a distance of 100.00 feet to a point;
5. S77°05'40"E, a distance of 113.75 feet to a point;
6. S74°58'08"E, a distance of 85.74 feet to a point at the northeast corner of said Charitable Properties, said point being the northwest corner of a tract of land described in the deed to Charitable Properties, Inc., recorded in Volume 17178, Page 188, Deed Records, Tarrant County, Texas;

THENCE along the north and east lines of said Charitable Properties recorded in Volume 17178, Page 188 as follows:

1. S70°42'08"E, a distance of 100.00 feet to a point;
2. S67°06'08"E, a distance of 100.00 feet to a point;
3. S65°14'08"E, a distance of 100.00 feet to a point;
4. S73°16'08"E, a distance of 100.00 feet to a point;
5. S82°52'08"E, a distance of 53.40 feet to a point;
6. S00°12'08"E, a distance of 2,146.59 feet to the point of beginning, containing 330.235 acres of land.

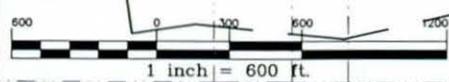
The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

Chesapeake Operating, Inc., White Lake Hills, Well 8H, SHL is located 119' FNL and 266' FEL of the J. Blackwell Survey, Abstract No. 148, Fort Worth, Tarrant County, Texas.



- White Lake Hills Unit
1. Charitable Properties - 42,765 ac.
 2. Lakewood Retirement Center - 7,698 ac.
 3. State of Texas - 39,656 ac.
 4. Anderson et al - 1,122 ac.
 5. Schlager et al - 2,026 ac.
 6. Brown et al - 4,056 ac.
 7. White Lake Hills Community - 197,625 ac.
 8. CBS Stations Group of Texas - 23,533 ac.
 9. City of Fort Worth - 3,759 ac.
 10. Thomas Veiky - 5,427 ac.
 11. City of Fort Worth - 2,568 ac.
- Total Acres - 330,235 acres

NOTE:
All coordinate values and Lat/Long values are grid data.



REGISTERED PROFESSIONAL SURVEYORS
HERBERT S. BEASLEY
LAND SURVEYORS L.P.
• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
P. O. BOX 8873
FORT WORTH, TEXAS 76124
METRO 817-429-0194
FAX 817-446-5488

- NAD27 TxNC Zone-SHL 8H
X: 2073949.237
Y: 401362.226
LAT: 32.769686'
LON: -97.259414'
- NAD27 TxNC Zone-PP
X: 2075312.817
Y: 400883.493
LAT: 32.768361'
LON: -97.254981'
- NAD27 TxNC Zone-UPP
X: 2075520.248
Y: 400531.948
LAT: 32.767392'
LON: -97.254308'
- NAD27 TxNC Zone-LPP
X: 2076483.227
Y: 397945.033
LAT: 32.760275'
LON: -97.251194'
- NAD27 TxNC Zone-BHL
X: 2076522.690
Y: 397843.445
LAT: 32.759997'
LON: -97.251067'



Prepared 17 November 2009

As-Drilled Plat
White Lake Hills 8H
CHESAPEAKE OPERATING, INC.
330.235 Acre White Lake Hills
Fort Worth, Tarrant County, Texas.

CHK-WhiteLakeHills 8H asb.dwg



19.

File No. MF105814
 Policy Committee Report X
 Policy Agreement 07/27/99
 Date 8/2/07
 By [Signature]
 Perry Patterson, Commissioner

CHESAPEAKE OPERATING, INC. P.O. BOX 18496 OKLAHOMA CITY, OK 73154

LEASE OBLIGATION DEPOSIT RECEIPT

WE HAVE THIS DAY **FEBRUARY 25, 2011** TENDERED TO **COMMISSIONER OF THE GENERAL LAND**
THE SUM OF **\$2,400.00** DOLLARS FOR THE CREDIT OF PARTY OR PARTIES NAMED BELOW IN AMOUNT STATED
PURSUANT TO THE TERMS OF THE LEASE IDENTIFIED HEREIN, FOR THE PERIOD FROM **12/28/2010** TO **12/28/2011**
COVERING LESSOR'S INTEREST IN LAND DESCRIBED AS:

SURVEY: W F WHITE ABSTRACT: 2020 COUNTY: TARRANT

MF
105814

11706588

COPY

PAYMENT: SHUT-IN ROYALTY

LEASE NUMBER: TX2204217-000

LEASE DATE: 4/06/2005

PROSPECT: BARNETT CORE - TARRA

RECORDED BOOK: PAGE:

ENTRY NUMBER: D205343921

COUNTY/PARISH: TARRANT

STATE: TX

FOR CREDIT OF:

ACCT:

AMOUNT

017397

COMMISSIONER OF THE GENERAL LAND

OF THE STATE OF TEXAS

1700 N CONGRESS, STE 600

STEPHEN F AUSTIN BUILDING

AUSTIN TX 78701

1/2/\$1,200/WELL FOR SI RO

Y - WHITE LAKE HILLS UNIT

\$2,400.00

X
121

PLEASE SIGN
AND RETURN

IMPORTANT

The attached check is for the person(s) named above. Please date, sign and return the attached receipts on the day you receive it. If directed to a bank, please deposit the amount to the credit of the person(s) named above and date, sign and return the receipt on the day you receive it. If correspondence required, please make reference to lease number.

Date Received

MAR 01 2011

Sign Here

RENTAL PAYMENT

By

fo

Title

Subtotal \$2,400.00

BANK SERVICE CHARGE \$.00

Grand Total \$2,400.00

Check No. 345782

CHESAPEAKE OPERATING, INC. P.O. BOX 18496 OKLAHOMA CITY, OK 73154

LEASE OBLIGATION DEPOSIT RECEIPT

WE HAVE THIS DAY **FEBRUARY 25, 2011** TENDERED TO COMMISSIONER OF THE GENERAL LAND THE SUM OF **\$2,400.00** DOLLARS FOR THE CREDIT OF PARTY OR PARTIES NAMED BELOW IN AMOUNT STATED PURSUANT TO THE TERMS OF THE LEASE IDENTIFIED HEREIN, FOR THE PERIOD FROM **12/28/2010** TO **12/28/2011** COVERING LESSOR'S INTEREST IN LAND DESCRIBED AS:

SURVEY: W F WHITE ABSTRACT: 2020 COUNTY: TARRANT

PAYMENT: SHUT-IN ROYALTY

LEASE NUMBER: TX2204217-000	LEASE DATE: 4/06/2005	PROSPECT: BARNETT CORE - TARRA
RECORDED BOOK:	PAGE:	ENTRY NUMBER: D205343921
FOR CREDIT OF:	ACCT:	STATE: TX
017397	COMMISSIONER OF THE GENERAL LAND	AMOUNT
	OF THE STATE OF TEXAS	1/2/\$1,200/WELL FOR SI RO
	1700 N CONGRESS, STE 600	Y - WHITE LAKE HILLS UNIT
	STEPHEN F AUSTIN BUILDING	\$2,400.00
	AUSTIN TX 78701	

COPY FOR YOUR RECORDS

IMPORTANT

The attached check is for the person(s) named above. Please date, sign and return the attached receipts on the day you receive it. If directed to a bank, please deposit the amount to the credit of the person(s) named above and date, sign and return the receipt on the day you receive it. If correspondence required, please make reference to lease number.

Date Received _____

Sign Here _____

By _____
Title

Subtotal	\$2,400.00
BANK SERVICE CHARGE	\$.00
Grand Total	\$2,400.00
Check No.	345782

CHESAPEAKE OPERATING, INC.
DELAY RENTAL ACCOUNT
P.O. Box 18496
Oklahoma City, OK 73154

Bank of Oklahoma, N.A.
Oklahoma City, OK
86-105/1031

345782

Date
FEBRUARY 25, 2011

Amount
\$2,400.00

TWO THOUSAND FOUR HUNDRED AND 00 /100 Dollars *****

Pay to
The
Order
of

COMMISSIONER OF THE GENERAL LAND
OF THE STATE OF TEXAS
1700 N CONGRESS, STE 600
STEPHEN F AUSTIN BUILDING
AUSTIN TX 78701

VOID AFTER 120 DAYS
NO THIRD PARTY ENDORSEMENTS

Non-Negotiable

⑈0000345782⑈

File No. MF 105814 20.
Shut in Royalty Payment

Date Filed: 3-7-11
Jerry E. Patterson, Commissioner
By: [Signature]

885 732

4 3 7

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

03111

MF

105814

Harriet Dunne

Texas General Land Office

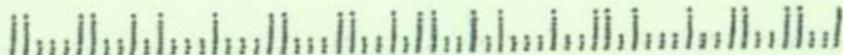
PO Box 12873

Austin TX 78711-2873

RECEIVED

APR 11 2011

General Land Office



SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

DAVID BROOKS
 CHESAPEAKE OPERATING INC
 PO BOX 18496
 OKLAHOMA CITY OK 73154

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

RECEIVED

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

APR 06 2011

D. Is delivery address different from item 1? Yes

Yes

If YES, enter delivery address below: No

No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

Article Number

7007 0710 0000 5380 4190

(Transfer from service label)

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent to

Chesapeake

Street, Apt. No.;
or PO Box No.

City, State, ZIP+4

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

Certified Mail may **ONLY** be combined with First-Class Mail[®] or Priority Mail[®]. Certified Mail is *not* available for any class of international mail.

NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.

For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS[®] postmark on your Certified Mail receipt is required.

For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".

If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

CERTIFIED MAIL 70070710000053804190

April 4, 2011

David Brooks, Coordinator Barnett Shale
Chesapeake Operating, Inc.
PO Box 18496
Oklahoma City, OK 73154

Re: **State Lease No. MF 105814** Relinquishment Act Lease dated April 6, 2005 (no recording data available)
White Lake Hills Subdivision, Fort Worth, TX, Your #TX2204217-000
W. F. White Survey, A-2020, Tarrant County, TX
Shut-in Royalty Payment (copy deposit receipt enclosed)

Dear Mr. Brooks:

This acknowledges receipt of your check in the amount of \$2400.00 on March 1, 2011 as a shut-in royalty payment. We believe it is for the referenced State lease but we don't have recording data on the lease or on the payment to be sure. We need you to confirm this assumption is correct.

Acceptance of this payment does not ensure that lease obligations have been met. Our shut-in affidavit (copy enclosed) must be completed, notarized and returned to the General Land Office within 30 days of receipt of this letter.

If you would like to access the affidavit form online, you may find it here:
<http://www.glo.state.tx.us/energy/leasesales/shut-in/index.html>

Please note that the Texas Administrative Code contains the following provision at Title 31, Part I, Chapter 9, Subchapter C, Rule 9.36, (e).

(e) Affidavit required. Upon receipt of a shut-in royalty, the GLO will send a shut-in affidavit to the party paying the shut-in royalty. The affidavit must be completed and returned to the GLO. Failure to complete and return the affidavit as required may result in a penalty under §9.32(c)(3)(B)(iii), and/or forfeiture of the lease.

This is a link to the above quoted provision:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=31&pt=1&ch=9&rl=36](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=31&pt=1&ch=9&rl=36)

Scroll to (e) on that web page.

Please confirm we have identified the correct State Lease number.

Yours truly,

Harriet Dunne, CPL
Mineral Leasing, Energy Resources
512-475-1579
512-475-1543 (fax)
harriet.dunne@glo.state.tx.us

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

21.

File No. MF 105814

Request for Austin
affidavit

Date Filed: 4-4-11

Jerry E. Patterson, Commissioner

By [Signature]



Shut-In Affidavit

Texas General Land Office
 Jerry E. Patterson Commissioner
 PO Box 12873
 Austin, TX 78711-2873

Please respond fully to all applicable questions on this affidavit. Shut-in may be denied for failure to provide information establishing the validity of this request for shut-in status. For shut-in leases contained within units, separate affidavits must be submitted for each state lease within the unit.

Land Office lease no. M- F105814		Operator Chesapeake Operating, Inc.		
Lease name White Lake Hills		Field name Newark, East (Barnett Shale)		
Area White Lake Hills Subdivision		Tract	Part	Acres 31.47
Section	Block	Grantee Four Sevens Oil Company, Ltd.	County Tarrant	

SHUT-IN PAYMENTS

Wells must be capable of producing in paying quantities. Attach an extra sheet to list additional gas wells.

GAS			
Well # 5H	RRC ID # 439-32867	Date shut-in December 28, 2010	Produced in past? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Reason shut-in <u>Needed to Shut-In for a Pipeline Tie-In</u>			
Well capable of producing @ <u>1400</u> MCF/D + <u>0</u> Bbls condensate + <u>50</u> BBlS Water			
Well #	RRC ID #	Date shut-in	Produced in past? <input type="checkbox"/> Yes <input type="checkbox"/> No
Reason shut-in <u>Needed to Shut-In for a Pipeline Tie-In</u>			
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ BBlS Water			
Well #	RRC ID #	Date shut-in	Produced in past? <input type="checkbox"/> Yes <input type="checkbox"/> No
Reason shut-in <u>Needed to Shut-In for a Pipeline Tie-In</u>			
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ BBlS Water			

Please list additional oil wells in the additional information section below

RRC Lease ID #	No. of wells for ID #	Date shut-in	OIL		
			TOTAL DAILY POTENTIAL RATE FOR ID #		
			Bbls oil	MCF gas	Bbls water

Reason oil wells are shut-in _____

Method of water disposal for above gas and oil leases Salt water disposal well

Total shut-in payment due for this lease \$ 2,400.00

Indicate which one of these is applicable payment is being made at the rate of twice the annual rental
 payment is being made at the rate of \$ 600.00 for each well/completion

Are gas wells connected to a pipeline?

YES NO

Will purchaser take gas? Name of nearest purchaser Chesapeake Energy Marketing,

yes-price per MCF offered \$ _____ Distance At the wellhead

no Price offered \$ _____

List all producing wells within 1,000 feet of this lease. If there are wells more than 1,000 feet from the lease which are draining the lease, list these also.

Operator	Lease Name	Well #	RRC ID #	Distance	Completion Interval	Status

Please provide any additional information here:
All wells are now producing. Wells were temporarily shut-in from a period of 12/28-2011 to 2/24/2011 for a pipeline tie-in.

Contact Elizabeth Prykryl Phone 405-935-3136
Operator's representative

I certify that this statement is true and correct.

By: Elizabeth Prykryl Title: District Landman

Sworn and subscribed to before me, the undersigned authority
this 13th day of April, 20 11

Notary Public in and for
_____ County, State of _____

GLO Use Only

Receiving Stamp

From: Elizabeth Prykryl <elizabeth.prykryl@chk.com>
To: "harriet.dunne@glo.state.tx.us" <harriet.dunne@glo.state.tx.us>
Date: 4/26/2011 1:50 PM
Subject: White Lake Hills Unit Shut-In Affidavit
Attachments: White Lake Hills GLO Shut-In Affidavit.pdf

Ms. Dunne-

I am in receipt of your letter dated April 4, 2011. In response to that letter, attached please find a completed Shut-In Affidavit for State Lease No. MF 105814. Please advise if you have any additional questions.

Thank you.

Beth Prykryl, RPL
District Landman - Barnett Shale
Chesapeake Energy Corporation
6100 N. Western Avenue
Oklahoma City, OK 73118
Office: (405) 935-3136
Fax: (405) 849-3136
E-mail: elizabeth.prykryl@chk.com<<mailto:elizabeth.prykryl@chk.com>>
[<cid:image001.jpg@01CC0418.C23AA050>]<<http://www.chk.com/>>

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File No. MF105814
Shut-in affidavit 22.

Date Filed: 4-26-11
Jerry E. Patterson, Commissioner
By: JEP

DISTRICT > 09 GAS LEDGER INQUIRY
 FIELD > NEWARK, EAST (BARNETT SHALE) # 65280 200
 OPERATOR > CHESAPEAKE OPERATING, INC. # 147715
 LEASE > WHITE LAKE HILLS # 256210 WELL # 5H

MM/YYYY	ALLOW	GAS PROD	GAS LIFT	* AMT	* DISPOSITIONS CODE	* AMT	* CODE	CUMU STAT	G/C RATIO (MCF/BBL)
11/2010	58680 X	45979	0	45979	2			0	0
12/2010	40055 X	40055	0	40055	2			0	0
01/2011	55149 X	0	0					0	0
02/2011	46732 X	9651	0	9651	2			0	0
03/2011	49228 X	47128	0	47128	2			0	0
04/2011	45990 X	43690	0	43690	2			0	0
05/2011	44198 X	44198	0	44198	2			0	0
06/2011	45600 X	NO RPT						0	0

GO TO DIST > GAS RRC ID # >
 PF1=HELP PF2=COND PF3=MENU PF4=PROD RMKS PF6=PROD PF7=SCHEDULE PF8=P4 PF9=LDGR
 PF10=G10 PF11=STATUS PF12=G-1 _ PF17=P-17 PMT _ PF18=T-1 _ PF19=HIST LDG
 ** PRESS ENTER TO SCROLL **

DISTRICT > 09 GAS LEDGER INQUIRY
 FIELD > NEWARK, EAST (BARNETT SHALE) # 65280 200
 OPERATOR > CHESAPEAKE OPERATING, INC. # 147715
 LEASE > WHITE LAKE HILLS # 256210 WELL # 5H

MM/YYYY	ALLOW	GAS PROD	GAS LIFT	* AMT	* CODE	* AMT	* CODE	CUMU G/C RATIO STAT (MCF/BBL)
11/2009	0	124204	0	124204	2			124204
12/2009	0	169997	0	169997	2			294201
01/2010	423990 X	129789	0	129789	2			0
02/2010	166516 X	107954	0	107954	2			0
03/2010	184357 X	97623	0	97623	2			0
04/2010	178410 X	59426	0	59426	2			0
05/2010	184357 X	63738	0	63738	2			0
06/2010	178410 X	58667	0	58667	2			0
07/2010	119536 X	58805	0	58805	2			0
08/2010	97619 X	55145	0	55145	2			0
09/2010	61680 X	50062	0	50062	2			0
10/2010	63736 X	49227	0	49227	2			0

GO TO DIST > GAS RRC ID # >
 PF1=HELP PF2=COND PF3=MENU PF4=PROD RMKS PF6=PROD PF7=SCHEDULE PF8=P4 PF9=LDGR
 PF10=G10 PF11=STATUS PF12=G-1 _ PF17=P-17 PMT _ PF18=T-1 _ PF19=HIST LDG
 ** PRESS ENTER TO SCROLL **

23

File No. MF 105814
Production info

Date Filed: 8-1-11

Jerry E. Patterson, Commissioner

By [Signature]

SHUT-IN ROYALTY COMMITTEE Meeting, Mineral Leasing
August 23, 2011, 10:00 a.m.
[with decisions]

Well Name	White Lake Hills #5H
------------------	----------------------

State Lease No.	Mf105814	Operator	Chesapeake Operating
------------------------	----------	-----------------	----------------------

Field	Newark, East (Barnett Shale)	County	Tarrant
--------------	------------------------------	---------------	---------

Lease Date	04/06/2005	Lease Term	2 yr	Lessee	Four Sevens Oil Co
-------------------	------------	-------------------	------	---------------	--------------------

Shut-in Royalty	\$2400.00	Date Received	03/01/2011
------------------------	-----------	----------------------	------------

Affidavit received	04/26/2011	Date Well shut in	12/28/2010
---------------------------	------------	--------------------------	------------

Reason for shut-in:

Needed to shut-in for a pipeline tie-in

Additional Comments:

All wells are now producing (as of 04/13/2011). Wells were temporarily shut-in from a period of 12/28/2010 to 02/24/2011 for a pipeline tie-in.

Capable of producing:	Oil		Gas 1400 mcf/d	Water 50 bbls/d
------------------------------	------------	--	-----------------------	------------------------

History:

Well completed	11/10/2009
-----------------------	------------

Prior Shut-ins	
-----------------------	--

Additional Comments:

RAL lease (not HROW) – 3.656 ac

Decision of Committee:

Committee agreed to accept the shut-in royalty payment.

2A.

File No. MF 105814

SIR Comm Agenda
& Decision

Date Filed: 8-23-11

Jerry E. Patterson, Commissioner

By JEP

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

September 13, 2011

Beth Prykryl
Chesapeake Energy Corporation
6100 N Western Avenue
Oklahoma City, OK 73118

Re: State Lease No. MF105814 RAL lease dated April 6, 2005, your #TX2204217-000
White Lake Hills Subdivision, Fort Worth TX
W F White Survey, A-2020, Tarrant Co TX
Shut-in royalty

Dear Ms Prykryl:

We received your shut-in royalty payment of \$2400.00 on March 1, 2011 paid under the referenced lease and a shut-in affidavit on April 26, 2011 for the referenced lease.

The General Land Office Shut-in Royalty Committee has determined that the shut-in royalty payment has been paid in accordance with the provision of the lease and is accepted by the GLO.

Please let me know if you have any questions in this regard or if I may be of further assistance.

Yours very truly,

Harriet Dunne, CPL
Manager, Mineral Leasing, Energy Resources
512-475-1579
512-475-1543 (fax)
harriet.dunne@glo.state.tx.us

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. MF 105814 25.

for accepting
short-in-prog

Date Filed: 9-13-11

Jerry E. Patterson, Commissioner

By JEP

CHESAPEAKE OPERATING, INC. P.O. BOX 18496 OKLAHOMA CITY, OK 73154

LEASE OBLIGATION DEPOSIT RECEIPT

12704893

WE HAVE THIS DAY **DECEMBER 21, 2011** TENDERED TO **COMMISSIONER OF THE GENERAL LAND**
THE SUM OF **\$1,200.00** DOLLARS FOR THE CREDIT OF PARTY OR PARTIES NAMED BELOW IN AMOUNT STATED
PURSUANT TO THE TERMS OF THE LEASE IDENTIFIED HEREIN, FOR THE PERIOD FROM **11/30/2011** TO **11/30/2012**
COVERING LESSOR'S INTEREST IN LAND DESCRIBED AS:

SURVEY: W F WHITE ABSTRACT: 2020 COUNTY: TARRANT

2011 Shut in Royalty

MF105814

COPY

PAYMENT: SHUT-IN ROYALTY

LEASE NUMBER: TX2204217-000

LEASE DATE: 4/06/2005

PROSPECT: BARNETT CORE - TARRA

RECORDED BOOK: PAGE:

ENTRY NUMBER: D205343921

COUNTY/PARISH: TARRANT

STATE: TX

FOR CREDIT OF:

ACCT:

AMOUNT

017397

COMMISSIONER OF THE GENERAL LAND
OF THE STATE OF TEXAS
1700 N CONGRESS, STE 600
STEPHEN F AUSTIN BUILDING
AUSTIN TX 78701

1/2/\$1,200/WELL SI-WHITE
LAKE HILLS 1H/2H

\$1,200.00

X
121

PLEASE SIGN
AND RETURN

IMPORTANT

DEC 27 2011

Date Received

Sign Here

RENTAL PAYMENT

By

JS

Title

Subtotal	\$1,200.00
BANK SERVICE CHARGE	\$.00
Grand Total	\$1,200.00
Check No.	440188

The attached check is for the person(s) named above. Please date, sign and return the attached receipts on the day you receive it. If directed to a bank, please deposit the amount to the credit of the person(s) named above and date, sign and return the receipt on the day you receive it. If correspondence required, please make reference to lease number.

LEASE OBLIGATION DEPOSIT RECEIPT

WE HAVE THIS DAY **DECEMBER 21, 2011** TENDERED TO **COMMISSIONER OF THE GENERAL LAND**
 THE SUM OF **\$1,200.00** DOLLARS FOR THE CREDIT OF PARTY OR PARTIES NAMED BELOW IN AMOUNT STATED
 PURSUANT TO THE TERMS OF THE LEASE IDENTIFIED HEREIN, FOR THE PERIOD FROM **11/30/2011** TO **11/30/2012**
 COVERING LESSOR'S INTEREST IN LAND DESCRIBED AS:

SURVEY: W F WHITE ABSTRACT: 2020 COUNTY: TARRANT

PAYMENT: SHUT-IN ROYALTY

LEASE NUMBER: TX2204217-000

LEASE DATE: 4/06/2005

PROSPECT: BARNETT CORE - TARRA

RECORDED BOOK: PAGE:

ENTRY NUMBER: D205343921

COUNTY/PARISH: TARRANT

STATE: TX

FOR CREDIT OF:

ACCT:

AMOUNT

017397	COMMISSIONER OF THE GENERAL LAND OF THE STATE OF TEXAS 1700 N CONGRESS, STE 600 STEPHEN F AUSTIN BUILDING AUSTIN TX 78701	1/2/\$1,200/WELL SI-WHITE LAKE HILLS 1H/2H	\$1,200.00
--------	---	---	------------

**COPY FOR
YOUR RECORDS**

IMPORTANT

The attached check is for the person(s) named above. Please date, sign and return the attached receipts on the day you receive it. If directed to a bank, please deposit the amount to the credit of the person(s) named above and date, sign and return the receipt on the day you receive it. If correspondence required, please make reference to lease number.

Date Received

DEC 27 2011

Sign Here

RENTAL PAYMENT

By

[Signature]

Title

Subtotal	\$1,200.00
BANK SERVICE CHARGE	\$.00
Grand Total	\$1,200.00
Check No.	440188

CHESAPEAKE OPERATING, INC.
 DELAY RENTAL ACCOUNT
 P.O. Box 18496
 Oklahoma City, OK 73154

Comerica Bank

440188

DECEMBER 21, 2011

ONE THOUSAND TWO HUNDRED AND 00 /100 Dollars *****

\$1,200.00

PAY TO THE ORDER OF

COMMISSIONER OF THE GENERAL LAND
 OF THE STATE OF TEXAS
 1700 N CONGRESS, STE 600
 STEPHEN F AUSTIN BUILDING
 AUSTIN TX 78701

VOID AFTER 120 DAYS
 NO THIRD PARTY ENDORSEMENTS

Non-Negotiable



Wells in Unit 4749

439 32100
32344
32861
32864
32862
32867

Brenda Stremble
Manager – Land Documents

December 2011

Re: Status of your lease

Dear Chesapeake Mineral Owner:

We are pleased to give you an update about your mineral lease with Chesapeake. Your lease has been assigned to a production unit, and at least one well has been drilled and is capable of producing natural gas. This means conditions of the primary term of your lease have been met and your lease remains active and in effect.

However, the well or wells are either not yet hooked up to a sales line or have had production interrupted and therefore you are entitled to receive a shut-in payment to maintain your lease. The amount and frequency of the shut-in payment are set forth in your individual lease, so please look there to confirm the specifics. Basically, a shut-in payment allows the well operator a specified time period to get the well into sales or back into sales, as the case may be. When a shut-in payment is made, the lease is deemed to be producing and therefore it will not expire during that time period. If your well has been shut in before first sales commenced, we will send you a division order when the gas goes to market. After you sign and return the division order to us, royalty payments can begin.

There are several reasons a particular well may be shut in – including the need to temporarily “close” a well to protect it while drilling others nearby, the lack of a pipeline, or market conditions – and we cannot always speculate about when it will come online. We do invite you to check the “Neighborhood Center” on our consumer website for details we may have about your particular padsite. Please click on www.AskCheapeake.com/Barnett to find it.

If you have questions or need additional information regarding the attached shut-in payment, our contact information is below.

Thank you. We look forward to safely and responsibly producing clean-burning natural gas and providing many decades of royalty payments to our mineral owners.

Sincerely,

Brenda Stremble

Brenda Stremble

Enclosure – shut-in payment

26.

File No. MF 105814

Shut in Roy Payment

Date Filed: 12-27-11

Jerry E. Patterson Commissioner

By: *JEP*

15201803

2011.12.27

Harriet Dunne - Shut-in affidavit - MF105814

From: Harriet Dunne
To: Victoria Adams
Date: 1/9/2012 8:33 AM
Subject: Shut-in affidavit - MF105814
Attachments: Chesapeake-shut-in affidavit-MF105814.pdf

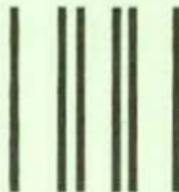
Vicki,

Attached is a request for a shut-in affidavit. Since there is a deadline in the letter, it is also being sent certified.

Thank you,

Harriet Dunne, CPL
Manager, Mineral Leasing, Energy Resources
Texas General Land Office
512-475-1579
harriet.dunne@glo.state.tx.us

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

03111

MF 105814

HARRIET DUNNE

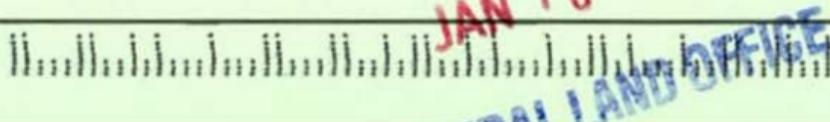
TEXAS GENERAL LAND OFFICE

PO BOX 12873

AUSTIN TX 78711-2873

RECEIVED

JAN 16 2012



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VICTORIA ADAMS
 CHESAPEAKE EXPLORATION LP
 PO BOX 18496
 OKLAHOMA CITY OK 73154-0496

2. Article Number

(Transfer from service label)

7007 0710 0000 5380 4466

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Agent AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

RECEIVED**JAN 11 2012**D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No**MAILROOM 3**

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.4. Restricted Delivery? (*Extra Fee*) Yes

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Postmark
Here

Sent To

Street, Apt. No.;
or PO Box No.

City, State, ZIP+4

Chesapeake

Certified Mail Provides:

- ! A mailing receipt
- ! A unique identifier for your mailpiece
- ! A record of delivery kept by the Postal Service for two years

Important Reminders:

- ! Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail
- ! Certified Mail is *not* available for any class of international mail.
- ! **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- ! For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- ! For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- ! If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

CERTIFIED MAIL 70070710000053804466

January 9, 2012
(sent e-mail and certified mail)

Victoria Adams
Chesapeake Operating, Inc.
PO Box 18496
Oklahoma City, OK 73154

Re: **State Lease No. MF 105814** Relinquishment Act Lease dated April 6, 2005 (no recording data available)
31.47 ac in White Lake Hills Subdivision, Fort Worth, TX, Your #TX2204217-000
W.F. White Survey, A-2020, Tarrant Co TX
Shut-in Royalty Payment (copy deposit receipt enclosed)

Dear Victoria:

This acknowledges receipt of your check no. 440188 in the amount of \$1200.00 on Dec 27, 2011 as a shut-in royalty payment. Acceptance of this payment does not ensure that lease obligations have been met. Our shut-in affidavit (copy enclosed) must be completed, notarized and returned to the General Land Office within 30 days of receipt of this letter.

If you would like to access the affidavit form online, you may find it here:
<http://www.glo.state.tx.us/energy/leasesales/shut-in/index.html>

Please note that the Texas Administrative Code contains the following provision at Title 31, Part I, Chapter 9, Subchapter C, Rule 9.36, (e).

(e) Affidavit required. Upon receipt of a shut-in royalty, the GLO will send a shut-in affidavit to the party paying the shut-in royalty. The affidavit must be completed and returned to the GLO. Failure to complete and return the affidavit as required may result in a penalty under §9.32(c)(3)(B)(iii), and/or forfeiture of the lease.

The reasons set out in your lease for a shut-in are "oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market." Note that the well must be capable of producing in paying quantities. Please be sure your reason(s) in the affidavit address those set out in the lease.

We were never furnished a certified copy of this lease; that is why we have no recording data available. Please furnish us a certified copy of this lease which is required by statute.

I look forward to receiving the executed affidavit within the prescribed 30 days.

Yours truly,

Harriet Dunne, CPL
Mineral Leasing, Energy Resources
512-475-1579
512-475-1543 (fax)
harriet.dunne@glo.texas.gov

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

27.

File No. MF 105814

Request for shut-in
Royalty

Date Filed: 1-9-12

Jerry E. Patterson, Commissioner

By: 



Shut-In Affidavit

Texas General Land Office
 Jerry E. Patterson Commissioner
 PO Box 12873
 Austin, TX 78711-2873

Please respond fully to all applicable questions on this affidavit. Shut-in may be denied for failure to provide information establishing the validity of this request for shut-in status. For shut-in leases contained within units, separate affidavits must be submitted for each state lease within the unit.

Land Office lease no. M- F105814		Operator Chesapeake Operating, Inc.		
Lease name White Lake Hills		Field name Newark, East (Barnett Shale)		
Area White Lake Hills Subdivision		Tract	Part	Acres 31.47
Section	Block	Grantee Four Sevens Oil Company, Ltd.	County Tarrant	

SHUT-IN PAYMENTS

Wells must be capable of producing in paying quantities. Attach an extra sheet to list additional gas wells.

GAS				
Well # 1H	RRC ID # 439-32100	Date shut-in November 30, 2011	Produced in past? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Reason shut-in <u>Shut-in to drill the White Lake Hills 3H and 4H</u>				
Well capable of producing @ <u>300</u> MCF/D + <u>0</u> Bbls condensate + <u>10</u> BBlS Water				
Well # 2H	RRC ID # 439-32344	Date shut-in November 30, 2011	Produced in past? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Reason shut-in <u>Shut-in to drill the White Lake Hills 3H and 4H</u>				
Well capable of producing @ <u>300</u> MCF/D + <u>0</u> Bbls condensate + <u>15</u> BBlS Water				

Please list additional oil wells in the additional information section below

OIL					
RRC Lease ID #	No. of wells for ID #	Date shut-in	TOTAL DAILY POTENTIAL RATE FOR ID #		
			Bbls oil	MCF gas	Bbls water

Reason oil wells are shut-in _____

Method of water disposal for above gas and oil leases Salt water disposal well

Total shut-in payment due for this lease \$ 2,400.00

Indicate which one of these is applicable payment is being made at the rate of twice the annual rental
 payment is being made at the rate of \$ 1,200.00 for each well/completion

Are gas wells connected to a pipeline?

YES NO

Will purchaser take gas?

Name of nearest purchaser Chesapeake Energy Marketing,

yes-price per MCF offered \$ _____

Distance At the wellhead

no

Price offered \$ _____

List all producing wells within 1,000 feet of this lease. If there are wells more than 1,000 feet from the lease which are draining the lease, list these also.

Operator	Lease Name	Well #	RRC ID #	Distance	Completion Interval	Status

Please provide any additional information here:

All wells are now producing. Wells were temporarily shut-in from a period of 12/28-2011 to 2/24/2011 for a pipeline tie-in.

Contact Elizabeth Prykryl Phone 405-935-3136
Operator's representative

I certify that this statement is true and correct.

By: Elizabeth Prykryl Title: District Landman

Sworn and subscribed to before me, the undersigned authority
this 13th day of April, 20 11

Notary Public in and for
_____ County, State of _____

GLO Use Only
Receiving Stamp

File No. MF 105814 28.
Unexecuted sheet in
Affidavit
Date Filed: 12-27-11
Jerry E. Patterson, Commissioner
By JEP

2011



Catie Coppage
Sr. Lease Analyst

January 26, 2012

Ms. Harriet Dunne, CPL
Mineral Leasing, Energy Resources
Stephen F. Austin Building
1700 North Congress Avenue
Austin, TX 78701-1495

Re: Certified Copy of Lease
Recording #D205343921

Dear Ms. Dunne:

Enclosed is a certified copy of the Oil and Gas Lease dated April 6th, 2005 between the State of Texas, acting by and through its agent, and Four Sevens Oil Company, Ltd. recorded in Tarrant County Texas. This copy was requested in your letter to Victoria Adams dated January 9th of which a copy I have also enclosed for your convenience. Please call me if I can be of further assistance.

Sincerely,


Catie Coppage
Sr. Lease Analyst
Barnett Shale
Chesapeake Energy

File No. MF 105814 29.

Transmittal of
Certified Copy of Lease

Date Filed: 2-26-12

Jerry E. Patterson, Commissioner

By: *JEP*

2012

**SHUT-IN ROYALTY COMMITTEE Meeting, Mineral Leasing
March 30, 2012, 10:00 a.m.**

Well Name	White Lake Hills Well # 1H API 439-32100 White Lake Hills Well # 2H API 439-32344
------------------	--

State Lease No.	MF105841	Operator	Chesapeake Operating
------------------------	----------	-----------------	----------------------

Field	Newark, East (Barnett Shale)	County	Tarrant
--------------	------------------------------	---------------	---------

Lease Date	04/06/05	Lease Term	2 yr	Lessee	Four Sevens Oil Company
-------------------	----------	-------------------	------	---------------	-------------------------

Shut-in Royalty	\$600/well-\$1200.00	Date Received	12/27/2011
------------------------	----------------------	----------------------	------------

Affidavit received	12/27/11 not signed	Date Well shut in	11/30/2011
---------------------------	---------------------	--------------------------	------------

Reason for shut-in:

"Shut-in to drill the White Lake Hills 3H and 4H."

Additional Comments:

"???"

Capable of producing:	Oil	0	Gas	300mcf/d/well	Water 10 bbl/d & 15 bbl/d
------------------------------	------------	---	------------	---------------	-------------------------------------

History:

Well completed	11/10/2009
-----------------------	------------

Prior Shut-ins	12/28/10 for pipeline tie-in; producing again 2/24/11
-----------------------	---

Additional Comments:

Decision of Committee:

Accept shut-in royalty. [why are wells shut-in to drill two new wells?]

File No. MF105841

30.

S/R Comm agenda
& decision

Date Filed: 3-30-12

Jerry E. Patterson, Commissioner

By

JEP

Untitled Search

API#	P	Operator	Lease	Well#	County	Prac. IP (BO/D)	Prac. IP (MCF/D)	First Prod.	Avg. (BO/D)	Avg. (MCF/D)	Avg. (BW/D)	Last Prod.	Cumulative Oil	Cumulative Gas	Cumulative Water
42-439-32100	N	CHESAPEAKE OPERATING, INC.	WHITE LAKE HILLS	1H	Tarrant	0.00	2,022.13	May 2007	0.00	389.81		Oct 2012	0	893,600	
42-439-32344	N	CHESAPEAKE OPERATING, INC.	WHITE LAKE HILLS	2H	Tarrant	0.00	1,964.19	Dec 2007	0.00	391.87		Oct 2012	0	1,007,196	
42-439-32867	N	CHESAPEAKE OPERATING, INC.	WHITE LAKE HILLS	5H	Tarrant	0.00	5,483.77	Nov 2009	0.00	930.16		Oct 2012	0	1,708,404	
42-439-32862	N	CHESAPEAKE OPERATING, INC.	WHITE LAKE HILLS	7H	Tarrant	0.00	3,229.71	Dec 2009	0.00	928.65		Oct 2012	0	1,344,550	
42-439-32861	N	CHESAPEAKE OPERATING, INC.	WHITE LAKE HILLS	6H	Tarrant	0.00	3,588.68	Dec 2009	0.00	1,114.16		Oct 2012	0	1,666,254	
42-439-32864	N	CHESAPEAKE OPERATING, INC.	WHITE LAKE HILLS	8H	Tarrant	0.00	3,038.48	Dec 2009	0.00	943.32		Oct 2012	0	1,441,391	

White Lake Hills subdivision

File No. MF105814 31.

Production from
Unit 4749

Date Filed: 12-20-12

Jerry E. Patterson, Commissioner

By: *JEP*



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

June 26, 2017

Vicki Otey
Chesapeake Exploration, LLC
PO Box 18496
Oklahoma City, OK 73154-0496

RE: Assignment ID 10291 - MF105814 et al
Tarrant County, Texas

Dear Ms. Otey:

The General Land Office received the following instrument covering the referenced lands and filed it in the appropriate files.

Assignment of Oil, Gas and Mineral Lease, effective November 1, 2016, from Chesapeake Exploration, LLC, MC Mineral Company, LLC, Chesapeake Land Development Company, LLC and Chesapeake Royalty, LLC, Assignor's to Total E&P USA Barnett, LLC, Assignee. Filed for record in Tarrant County.

Filing fees in the amount of \$9,650.00 were received covering the above assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources

105814	109304	110221	110553	111105	111959
106002	109305	110243	110567	111149	111966
106201	109332	110244	110590	111167	111967
106587	109414	110246	110637	111258	111968
106600	109415	110250	110638	111350	112013
106958	109870	110326	110639 cancelled	111380	112065
107524	109909	110331	110646	111388	112074
107711	109942	110401	110819	111391	112139
108217	109952	110402	110822 Terminated	111392	112140
108666	109964	110403	110839	111393	112141
108678	109965	110404	110841	111394	112142
108788	109966	110409	110842	111764	112143
108881 Terminated	110034	110413	110847	111766	112144
108882	110037	110414	110848	111770	112145
108893	110038	110417	110880 Expired	111784	112160
109146	110075	110535	110882	111794	112578
109267	110077	110549	110893	111955	112585 Expired
	110078	110551	111103	111956	112589

112590	113074	113697	114106	114821
112591	113135	113698	114107	114876
112606	113136	113699	114108	115292
112701	113569	113700	114165 Expired	115293
112704 Expired	113570	113701	114166	115351 Expired
112706	113571	113719	114167	115352 Expired
112708	113572	113820	114225	115439
112737	113573	113821	114226	115440
112755	113574	113852 Expired	114227	115596 Expired
112757	113575	113901	114228	115893
112892	113576	113902	114229	115938
112893	113580	113903	114230	115939
112894	113689 Expired	113904	114427	117405
112895	113691	114100	114622	117634
113002	113692	114102	114623	
113004 Expired	113694	114103	114661	
113048	113695 Expired	114104	114752 Expired	
113073	113696	114105	114753	



*ETL Land Exploration &
Business Development*

February 23, 2017

Texas General Land Office
Attention: Leasing Section
1700 Congress Avenue
Austin, Texas 78701

Re: Chesapeake Exploration, L.L.C., et al to Total E&P USA Barnett, LLC.

Dear Sir or Madam:

Chesapeake Exploration, L.L.C. ("Chesapeake") recently closed a purchase and sale agreement with Total E&P USA Barnett, LLC ("Total"), which consisted of all interest currently held by Chesapeake in Johnson, Tarrant, Dallas, Hood and Ellis Counties in Texas, totaling 250 State Leases.

Enclosed you will find a spreadsheet listing all State Leases Chesapeake sold to Total. The mineral file numbers have been sorted numerically, and I have inserted status notes, and the page number on the county assignment exhibit where a State Lease appears. I am happy to send this to you electronically if it would assist you.

I have enclosed certified copies of the following conveyance documents for your review and reference. I have tabbed the pages of the assignment exhibits to indicate where a State Lease(s) appears. These page numbers should correspond with the tabs I have placed on the exhibit pages.

- Assignment, Bill of Sale and Conveyance #201600326567, Dallas County;
- Assignment, Bill of Sale and Conveyance #1631142, Ellis County;
- Assignment, Bill of Sale and Conveyance #2016-0013783, Hood County;
- Assignment, Bill of Sale and Conveyance #2016-27987, Johnson County; &
- Assignment, Bill of Sale and Conveyance #D216266566, Tarrant County.

Since the Tarrant County Assignment and Exhibits numbered 2,950 pages in length, Mr. Carl Bonn gave me permission to only send those pages listing a State Lease. I have enclosed our email correspondence for your review. However, in the event you want the additional pages, please let me know.

Texas General Land Office
Attention: Leasing Section
Page 2

Also enclosed is Chesapeake's check in the amount of \$12,500.00 to cover the costs of transferring the State Leases from Chesapeake to Total.

If you should have any questions, please feel free to contact me.

Thank you for your assistance.

Chesapeake Exploration, L.L.C.


Vicki Otey

Enclosures

CHESAPEAKE OPERATING LLC.
P.O Box 18496, Oklahoma City, Ok 73154-0496
(877)245-1427

17708634

DATE ISSUE: February 23, 2017
CHECK NUMBER: 6010210
AMOUNT PAID: \$12,500.00
INQUIRIES: www.chk.com/suppliers

TEXAS GENERAL LAND OFFICE LEASING
PO BOX 12873
AUSTIN TX 78711-2873

VENDOR NO: 30000902

DATE	INVOICE NUMBER	DOCUMENT NUMBER	DESCRIPTION	GROSS AMOUNT	BACKUP W/H	NET AMOUNT
02/15/2017	021517	1900053933	BARNETT SALE - STATE LEAS	12,500.00	0.00	12,500.00

Assignment 10291 →
-9650
12500
\$2850

121

TOTAL FOR CHECK: X \$12,500.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND WITH VOID PANTOGRAPH

CHESAPEAKE OPERATING, LLC
PO Box 18496, Oklahoma City, OK 73154-0496
(877)245-1427

CHECK NUMBER 17708634
6010210
February 23, 2017
VOID AFTER 90 DAYS
88-88
1113

PAY TO THE ORDER OF TEXAS GENERAL LAND OFFICE LEASING
PO BOX 12873
AUSTIN TX 78711-2873

CHECK AMOUNT
\$12,500.00

*** TWELVE THOUSAND FIVE HUNDRED Dollars ***

JP Morgan Chase Bank, N.A.

Eil J
NO THIRD PARTY ENDORSEMENTS

THIS DOCUMENT HAS A THERMOCHROMIC INK WITH A TRUE WATERMARK. HOLD TO LIGHT TO VIEW

0006010210

ID 10291
MF=105814
et al

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS §
COUNTY OF TARRANT §

alt

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), effective as of the Effective Time, is made and executed by and among **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, having as its address 6100 North Western Avenue, Oklahoma City, Oklahoma 73118 ("CELLC"), **MC MINERAL COMPANY, L.L.C.**, an Oklahoma limited liability company, having as its address 6100 North Western Avenue, Oklahoma City, Oklahoma 73118 ("MC MINERAL"), **CHESAPEAKE LAND DEVELOPMENT COMPANY, L.L.C.**, an Oklahoma limited liability company, having as its address 6100 North Western Avenue, Oklahoma City, Oklahoma 73118 ("CLDC"), and **CHESAPEAKE ROYALTY, L.L.C.**, an Oklahoma limited liability company, having as its address 6100 North Western Avenue, Oklahoma City, Oklahoma 73118 ("CRLLC", together with CELLC, MC MINERAL, and CLDC, each, an "Assignor" and, collectively, "Assignors"), and **TOTAL E&P USA Barnett, LLC**, a Delaware limited liability company, having as its address 1201 Louisiana Street, Suite 1800, Houston, Texas 77002 ("Assignee").

CH-11-1-16

ARTICLE I

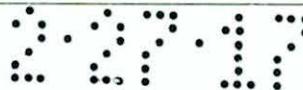
ASSIGNMENT AND CONVEYANCE

Section 1.1 **Assignment and Conveyance.** Each Assignor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby, as of the Effective Time, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER, unto Assignee and its successors and assigns, all of such Assignor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following, subject to the terms and reservations hereof and specifically LESS AND EXCEPT the Excluded Assets (collectively, the "Properties"):

(a) all oil and gas leases, oil, gas and mineral leases, subleases, record title, operating rights, other leaseholds, working interests and net revenue interests covering lands, or pooled or unitized with lands, located in Tarrant County, Texas, including, but not limited to, those described in **Exhibit A-1 (Leases)** attached hereto and made a part hereof, whether producing or non-producing, together with all top leases, amendments, renewals, extensions or ratifications thereof (the "Real Property Interests");

(b) all oil and gas wells located on or within the geographical boundaries of the Lands whether producing, shut-in, plugged or abandoned, including those wells described in **Exhibit A-1 (Wells)** (the "Wells") and all tangible personal property, equipment, fixtures and improvements, in each case to the extent located upstream of any applicable receipt point under the pertinent gathering agreement (or in the case of liquids, the outlet flange of the tanks) at each Well site, including, but not by way of limitation, all injection wells, well heads, casing, tubing,

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK



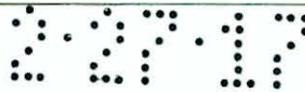
pumps, motors, gauges, rolling stock, valves, heaters, treaters, water lines, vessels, tanks, boilers, separators, treating equipment, other equipment, automation systems including meters and related telemetry on wells, supervisory control and data acquisition (SCADA) systems, wellhead communication systems, power lines, telephone and communication lines, and other appurtenances owned in connection with the production, treating or storing of Hydrocarbons from the Wells;

(c) all presently existing unitization, pooling and/or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Real Property Interests or Wells, or in which any of the Real Property Interests or the Wells are included in, covered by, or a part of, and all of each Assignor's interest in and to the properties covered or units created thereby which are attributable to the Real Property Interests or Wells;

(d) all presently existing and valid Hydrocarbon sales agreements to the extent applicable to the Properties, operating agreements, gathering agreements, transportation agreements, marketing, disposal or injection agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, purchase agreements, exploration agreements, development agreements, participation agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments, in each case, only to the extent the above agreements (i) cover, are attributable to or relate to the Real Property Interests, Wells or any interests pooled, communitized or unitized therewith and (ii) relate to operations upstream of any applicable receipt point under the pertinent gathering agreement (or, in the case of liquids, the outlet flange of the tanks), including, without limitation, where within the scope of this Assignment those contracts and agreements described on Exhibit C to the Purchase and Sale Agreement (collectively, the "**Contracts**"); *provided* that "Contracts" shall exclude (i) any master service agreements, (ii) any contracts, agreements and instruments to the extent transfer is (A) restricted by their respective terms or Third-Party agreement and the necessary consents to transfer are not obtained pursuant to the Purchase and Sale Agreement, or (B) subject to payment of a fee or other consideration under any license agreement or other agreement with a Person other than an Affiliate of Assignors, and for which no consent to transfer has been received or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable, and (iii) the instruments constituting the Real Property Interests and the assignments or conveyances in Assignors' chain of title to the Real Property Interests;

(e) to the extent (i) relating to the Properties and owned by Assignors and their Affiliates, (ii) transferrable without payment of a fee or other additional consideration (or, to the extent that Assignee agrees in writing to pay such fee or other additional consideration) if such additional consideration is required, (iii) a change in ownership or transfer is not prohibited by an agreement with a Third Party or applicable Law, or for which consent to such change in ownership or transfer has been received, *provided*, *however*, that Assignors shall use commercially reasonable efforts to obtain such consent (*provided further* that "commercially reasonable efforts" shall not require Assignors to incur any liability, costs or expenses that Assignee does not agree in writing to pay) or (iv) not subject to a confidentiality arrangement prohibiting disclosure to Assignee, *provided, however*, that Assignors shall use commercially





reasonable efforts to obtain a waiver of such confidentiality arrangement (*provided further* that “commercially reasonable efforts” shall not require Assignors to incur any liability, costs or expenses that Assignee does not agree in writing to pay):

(i) easements, surface leases, subsurface leases, permits, licenses, servitudes, rights-of-way and all other rights and appurtenances situated on or used in connection with the operation of the Properties (“**Easements**”);

(ii) the original (or electronic paper copies where originals do not exist) title-related files, records and data (including electronic data) including title-related orders, contracts, opinions and lease and land files, well files, abstracts of title, leases, division of interest statements, maps, and similar title information, engineering and/or production files, regulatory filings, and environmental, legal and accounting records, in each case, to the extent related to the Properties; *provided, however*, that Assignors may retain the originals of such records as Assignors have reasonably determined may be required for litigation, Tax, accounting and auditing purposes (in which case Assignors shall provide Assignee with copies of such records) (“**Records**”);

in each case excluding Easements or Records relating to operations at or downstream of the applicable receipt point under the pertinent gathering agreement (or, in the case of liquids, downstream from the outlet flange of the tanks);

(f) the Well pads and other surface properties described on Exhibit A-1 (Well Pads) (“**Well Pads**”);

(g) all G & G Data (for the avoidance of doubt, subject to sub-clause (a) of the definition of Excluded Assets) (“**Included G & G Data**”);

(h) all Hydrocarbons in, on, under or produced from, allocated, or attributable to, the Real Property Interests or Wells or any interests pooled or unitized therewith from and after the Effective Time and the proceeds therefrom;

(i) all rights, benefits and obligations arising from or in connection with any Gas Imbalances as of the Effective Time only to the extent that a Purchase Price adjustment has been made with respect to such Gas Imbalances pursuant to the Purchase and Sale Agreement;

(j) all trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, other receivables and all audit rights to the extent arising under any of the applicable contracts or otherwise with respect to the Properties for any period from and after the Effective Time; and all accounts receivable for unleased mineral interest holders attributable to any period before or after the Effective Time;

(k) to the extent transferable (with consent, if applicable), all rights to claims against, warranties made by, insurance proceeds held by, and indemnities and releases from, Third Parties to the extent relating to the Properties on or after the Effective Time or, if relating to any Assumed Obligations for which Assignee is providing an indemnity under the Purchase and Sale Agreement, prior to, on or after the Effective Time;





(l) All mineral interests of Assignors described on Exhibit A-1 (Mineral Interests), and any other mineral interests, overriding royalty interests, and lessor royalties located in Tarrant County, Texas, and owned by Assignors and their Affiliates and relating to properties operated by Sellers, including, without limitation, any and all mineral interests burdened by or relating to any of the Real Property Interests or burdened by other oil, gas and mineral leases (the “**Mineral Interests**”); and

(m) the Permits, except to the extent relating to properties not covered by this Assignment.

TO HAVE AND TO HOLD to Assignee, its successors and assigns, forever, subject to (i) the terms and provisions of this Assignment and of the Purchase and Sale Agreement and (ii) the Permitted Encumbrances.

Section 1.2 **Special Warranty.** This Assignment is made without any warranty of title, express, implied, statutory or otherwise, except that (a) each Assignor, as to the Wells applicable to such Assignor, warrants Defensible Title to such Wells unto Assignee, its successors and assigns, against every Person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under such Assignor, but not otherwise, subject to the express limitations set forth in the Purchase and Sale Agreement; and (b) each Assignor as to the Mineral Interests described on Exhibit A-1 (Mineral Interests) applicable to such Assignor, warrants title to such Mineral Interests, subject to (i) the Permitted Encumbrances, (ii) any and all valid and subsisting leases for oil, gas, or other minerals (or any other kind of leases) previously executed by Assignor, Assignor’s co-owners, or predecessors-in-interest, and (iii) any and all restrictions; conditions, easements, prescriptive rights, reservations, rights-of-ways, and all other matters of record in the county in which the Mineral Interest is located, unto Assignee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through, or under such Assignor, but not otherwise.

Section 1.3 **Subrogation.** To the extent permitted by Law, Assignee will be subrogated to Assignors’ rights in and to representations, warranties and covenants given with respect to the applicable Property. Each Assignor hereby grants and transfers to Assignee, to the extent so transferable and permitted by Law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which such Assignor is entitled to enforce with respect to the Properties.

Section 1.4 **Exclusions and Reservations.** Notwithstanding any other provision of this Assignment to the contrary, the Properties shall not include and Assignors hereby RESERVE, EXCEPT and EXCLUDE from this Assignment the following (collectively, the “**Excluded Assets**”):

(a) (i) any contracts, books, records, files, maps, information, data, G & G Data, software, permits, licenses (including radio licenses), or similar information (or copies thereof): (1) whose change in ownership or transfer is prohibited by an agreement with a Third Party or by applicable Law, and for which no consent to such change in ownership or transfer has been received, *provided, however*, that Assignors shall use commercially reasonable efforts to obtain such consents (*provided further* that “commercially reasonable efforts” shall not require



Assignors to incur any liability, costs or expenses that Assignee does not agree in writing to pay), (2) that cannot be disclosed to Assignee as a result of confidentiality arrangements, *provided, however,* that Assignors shall use commercially reasonable efforts to obtain waivers to such confidentiality arrangements (*provided further* that “commercially reasonable efforts” shall not require Assignors to incur any liability, costs or expenses that Assignee does not agree in writing to pay), or (3) whose change in ownership or transfer is subject to payment of a fee or other consideration by an agreement with a Third Party or by applicable Law (which Assignee has not agreed in writing to pay or exchange to or with such Third Party); (ii) any contracts, books, records, files, maps, information, data, software, licenses (including radio licenses), or similar information (or copies thereof) not relating to the Properties; (iii) any records or information relating to the offer, negotiation or sale of the Properties, including bids received from and records of negotiations with Assignee or Third Parties; (iv) any original or copied records, information, data, software and licenses permitted to be retained by Assignors pursuant to the terms of the Purchase and Sale Agreement; (v) any of Assignors’ (or their Affiliates’) reserve, engineering, seismic, economic or marketing evaluations or interpretations, interpretive maps, or correspondence related thereto; (vi) master service contracts, software or licenses used for both the Properties and other assets of Assignors (or their Affiliates); (vii) subject to the other exclusions set forth in this definition of Excluded Assets, all corporate, limited liability company, partnership or financial, tax and legal records of Assignors relating to each Assignor’s business generally (other than title records, records related to Asset Taxes or except for copies of records subject to this clause (vii) to the extent substantially related to any of the Assumed Obligations and not otherwise excluded by clauses (i), (v), (ix), (x), (xi) or (xii) hereof); (viii) Assignors’ area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignors’ business generally; (ix) any environmental studies, evaluations, reports or interpretations thereof, which were generated solely for Assignors’ (or their Affiliates’) internal use; (x) all “virtual courthouses” or physical or virtual “data rooms” of Assignors, each Assignor’s exclusive use arrangements with title abstract facilities, all legal records and files of Assignors constituting work product of, and attorney-client communications with, Assignors’ legal counsel including documents and instruments of Assignors that may be protected by an attorney-client privilege (excluding the title documents), except as set forth on Schedule 1.1-C to the Purchase and Sale Agreement; (xi) all of Assignors’ (and their Affiliates’) proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; and (xii) any contracts, books, records, files, maps, information, data, software, permits, or licenses (including radio licenses), or similar information (or copies thereof), to the extent relating to any other Excluded Assets;

(b) all trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable and all other proceeds, income or revenues (including refunds other than Tax Refunds) and other receivables attributable to the Properties with respect to any period of time prior to the Effective Time, as determined in accordance with GAAP; but excluding accounts receivable for unleased mineral interest holders attributable to the period prior to the Effective Time;

(c) all Hydrocarbons produced from the Properties or any interests pooled or unitized therewith and any and all proceeds from production or disposition of Hydrocarbons or byproducts from the Properties, including, without limitation, settlement of take-or-pay disputes (except to the extent such disputes relate to Gas Imbalances for which a Purchase Price



adjustment has been made pursuant to the Purchase and Sale Agreement), with respect to all periods prior to the Effective Time;

(d) all rights of Assignors under the Contracts attributable to periods before the Effective Time insofar as such rights relate to Assignors' indemnity obligations or other liabilities of Assignors retained under the Purchase and Sale Agreement;

(e) subject to the Purchase and Sale Agreement, all rights and interests of Assignors (i) under any policy or agreement of insurance (other than as provided in clause (k) of the definition of Properties), (ii) to the extent they do not relate to the Assumed Obligations for which Assignee is providing an indemnity under the Purchase and Sale Agreement, under any agreement of indemnity with respect to periods prior to the Effective Time (including, without limitation, any rights, claims or causes of action of Assignors against Third Parties under any indemnity or hold harmless agreements and any indemnities received in connection with Assignors' prior acquisition of any of the Properties) arising, in each case, from acts, omissions, or events, or damage to or destruction of property, prior to the Effective Time, (iii) under any bond, letter of credit or guarantee, or (iv) relating to existing claims and causes of action that may be asserted against a Third Party, except to the extent such rights and claims arise from obligations or liabilities assumed by Assignee and for which Assignee indemnifies Assignors under the Purchase and Sale Agreement;

(f) except with respect to any Gas Imbalances for which the Purchase Price is adjusted pursuant to the Purchase and Sale Agreement, all audit rights arising under any of the Contracts or otherwise with respect to the Properties for any period prior to the Effective Time (insofar as such rights relate to Assignors' indemnity obligations or other liabilities of Assignors retained under the Purchase and Sale Agreement) or to any of the Excluded Assets;

(g) all (i) desktop computers, laptop computers and tablets, (ii) external hard drives, (iii) software licenses, (iv) email, (v) servers, and (vi) all artwork and personal effects whether located on or among the Properties;

(h) Properties retained by Assignors or excluded from the Properties at Closing pursuant to the Purchase and Sale Agreement, subject to the terms thereof;

(i) the leased personal property described in Exhibit A-2 to the Purchase and Sale Agreement;

(j) the gathering lines, pipelines, transmission lines, flow lines, gas lines, gas processing and gathering line compression facilities, tubing, pumps, motors, gauges, valves and other systems, machinery and equipment constituting part of or comprising gas gathering systems or assets described in Exhibit A-2 to the Purchase and Sale Agreement, and all rights of way, easements and other contracts relating to the ownership, operation or maintenance of any of the foregoing described in Exhibit A-2 to the Purchase and Sale Agreement;

(k) all claims of Assignors or any of their Affiliates for refunds of or credits against (i) any Asset Taxes allocated to an Assignor pursuant to the Purchase and Sale Agreement or Transfer Taxes for which Assignors are responsible pursuant to the Purchase and Sale Agreement, (ii) Income Taxes or (iii) any Taxes attributable to the Excluded Assets;



(l) the surface fee interests, surface leasehold and other surface property interests described in Exhibit A-2 attached hereto and all buildings, offices, improvements, appurtenances, field offices and yards described in Exhibit A-2 attached hereto, and all personal property located thereon or therein;

(m) the compressors on the wellheads of the Wells operated by an Assignor or its Affiliates (which are owned by or leased from Third Parties) and automation systems (consisting of meters and related telemetry, licensed radio frequencies and associated communications infrastructure including towers, antennas, data links and network circuits), all as described in Exhibit A-2 to the Purchase and Sale Agreement;

(n) all assets of MidCon Compression, L.L.C. ("MIDCON") not located in Tarrant County, Texas together with those assets of MIDCON described on Exhibit A-3 attached hereto;

(o) all drilling rigs and related equipment, work over rigs and related equipment, tools and other equipment brought onto a well site temporarily for purposes of drilling, reworking or maintaining a well;

(p) except as pursuant to the Employment Transfer Agreement, the vehicles or trailers (whether owned or leased) described in Exhibit A-2 to the Purchase and Sale Agreement;

(q) the salt water disposal wells, systems and related equipment and clean water wells, systems and equipment described in Exhibit A-2 to the Purchase and Sale Agreement;

(r) the mineral interests, overriding royalty interests and lessor royalties located in Tarrant County, Texas and owned by Assignors and their Affiliates described in Exhibit A-2 to the Purchase and Sale Agreement;

(s) to the extent they do not relate to any of the Assumed Obligations for which Assignee is providing an indemnity hereunder, any other rights or interests of Assignors, including claims against Third Parties, to the extent related to the ownership of the Properties prior to the Effective Time or to the other properties or interests of Assignors not located in Tarrant County, Texas;

(t) the contracts described in Exhibit A-2 to the Purchase and Sale Agreement;

(u) the contracts described on Exhibit A-4 attached hereto; and

(v) for purposes of this Assignment, all assets owned by Chesapeake Operating, L.L.C. or MIDCON, and all assets owned by CLDC other than the Well Pads.

Section 1.5 **Subject to Agreements.** This Assignment is expressly made subject to that certain Purchase and Sale Agreement dated as of September 14, 2016 but made effective as of November 1, 2016 between Assignors and TOTAL E&P USA, Inc. (the "**Purchase and Sale Agreement**"), the terms of which shall survive the delivery of this Assignment as provided therein. In the event of a conflict between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control to the extent of such conflict; *provided, however*, that Third Parties may conclusively rely on this Assignment to vest title to





the Properties in Assignee. By executing, delivering and accepting this Assignment, Assignors and Assignee do not intend to cause a merger of the terms of the Purchase and Sale Agreement into this Assignment and all covenants, indemnities and other terms and provisions set forth in the Purchase and Sale Agreement shall remain in full force and effect on and after the date hereof to the extent set forth in the Purchase and Sale Agreement.

ARTICLE II MISCELLANEOUS PROVISIONS

Section 2.1 Disclaimers.

(a) EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF ASSIGNORS IN ARTICLE 3 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE OF EACH ASSIGNOR IN SECTION 1.2 HEREOF, ASSIGNEE ACKNOWLEDGES THAT ASSIGNORS HAVE NOT MADE, AND ASSIGNORS HEREBY EXPRESSLY DISCLAIM AND NEGATE ANY OTHER REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE), AND ASSIGNEE HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON AND EXPRESSLY WAIVES, ANY SUCH OTHER REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE), OR ANY STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY EMPLOYEE, AGENT, OFFICER, DIRECTOR, MEMBER, MANAGER, EQUITY OWNER, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNORS OR ANY OF THEIR AFFILIATES).

(b) FURTHER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF ASSIGNORS IN ARTICLE 3 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE OF EACH ASSIGNOR IN SECTION 1.2 HEREOF, ASSIGNORS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE) AS TO (I) TITLE OF THE PROPERTIES, (II) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE PROPERTIES OR ASSIGNORS' INTEREST THEREIN, (III) THE CONTENTS, CHARACTER, NATURE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY RECORDS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNORS, INCLUDING (1) ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR



2017

INTERPRETATION, RELATING TO THE PROPERTIES, (2) ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, AND (3) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AND SALE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (IV) THE ENVIRONMENTAL OR OTHER CONDITION OF THE PROPERTIES, AND (V) ANY ESTIMATES OF THE VALUE OF THE PROPERTIES OR FUTURE REVENUES GENERATED BY THE PROPERTIES IT BEING THE EXPRESS INTENTION OF ASSIGNORS AND ASSIGNEE THAT, SUBJECT TO THE RIGHTS OF ASSIGNEE EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE OF EACH ASSIGNOR IN SECTION 1.2 HEREOF, THE PROPERTIES ARE BEING ACCEPTED BY ASSIGNEE, "AS IS, WHERE IS, WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION, AND ASSIGNEE REPRESENTS TO EACH ASSIGNOR THAT ASSIGNEE WILL MAKE OR CAUSE TO BE MADE SUCH INSPECTIONS WITH RESPECT TO THE PROPERTIES AS ASSIGNEE DEEMS APPROPRIATE.

(c) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNORS IN ARTICLE 3 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE OF EACH ASSIGNOR IN SECTION 1.2 HEREOF, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE, AND ASSIGNEE, SUBJECT TO THE RIGHTS OF ASSIGNEE EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE PROPERTIES (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 RIGHTS OF ASSIGNEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (V) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (VI) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (VII) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES OR MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNORS THAT, SUBJECT TO THE RIGHTS OF ASSIGNEE EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE IN SECTION 1.2 HEREOF, THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES IN WHICH ASSIGNORS HAVE ANY



INTEREST ARE BEING ACCEPTED BY ASSIGNEE, "AS IS, WHERE IS, WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND ASSIGNEE REPRESENTS TO ASSIGNORS THAT ASSIGNEE WILL MAKE OR CAUSE TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND OTHER PROPERTIES AS ASSIGNEE DEEMS APPROPRIATE.

(d) ASSIGNORS AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 2.1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY LAW, RULE OR ORDER.

Section 2.2 **Cooperation.** Assignors and Assignee each agree to execute and deliver, or cause to be executed and delivered, such documents and do, or cause to be done, such other acts and things as might reasonably be requested by the other to assure that the benefits of this Assignment are realized by the parties hereto, including the execution and delivery of any corrective amendments to this Assignment.

Section 2.3 **Other Forms.** Separate governmental form assignments of the Properties may be executed on officially approved forms by Assignors and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same as, and not in addition to, the Properties conveyed herein.

Section 2.4 **Exhibits.** All Exhibits and Schedules that are referred to herein are hereby made part of this Assignment and incorporated herein by such reference. References in such Exhibits and Schedules 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 and Schedules are to the appropriate records of the counties in which the Properties are located. References in this Assignment to articles, sections, Exhibits and Schedules are to articles, sections, Exhibits and Schedules of this Assignment unless otherwise specified.

Section 2.5 **Choice of Law; Jury Trial.** This Assignment will be interpreted, construed and enforced in accordance with the Laws of the State of Texas, without giving effect to any rules or principles of conflicts of Law that might otherwise refer to the Laws of another jurisdiction. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

Section 2.6 **Counterparts; Facsimiles; Electronic Transmission.** This Assignment may be executed in multiple counterparts, except that, to facilitate recordation, certain counterparts hereof may include only that portion of the exhibits which contain descriptions of the properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the Exhibits shall be included in



such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignors and Assignee.

Section 2.7 **Successors and Assigns**. This Assignment and its covenants shall inure to the benefit of, and be binding upon the successors and assigns of Assignors and Assignee. Assignee shall be and is hereby subrogated to all covenants, warranties, and indemnities by parties heretofore given or made to any Assignor or its predecessors in title in respect of any of the Properties.

Section 2.8 **Captions**. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof.

Section 2.9 **Severability**. If any clause or provision of this Assignment is illegal, invalid or unenforceable under any present or future law, the remainder of this Assignment will not be affected thereby. It is the intention of the parties hereto that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to make such provision legal, valid and enforceable.

Section 2.10 **Effective Time**. This Assignment shall be effective as of 12:01 a.m. Central Time, November 1, 2016 (the "**Effective Time**").

Section 2.11 **No Third Party Beneficiaries**. The provisions of this Assignment are for the exclusive benefit of the parties hereto and their respective successors and assigns. Except for the foregoing, this Assignment is not intended to benefit or create rights in any other Person.

Section 2.12 **Defined Terms**. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase and Sale Agreement.

[Signature Page Follows]

2017

“ASSIGNEE”

TOTAL E&P USA Barnett, LLC

By: Jean DeRidder
Name: Jean DeRidder
Title: Vice President — Onshore Assets

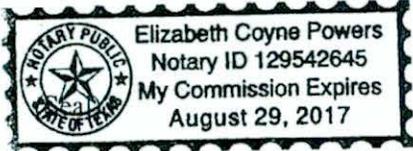
ACKNOWLEDGEMENT

THE STATE OF Texas
COUNTY OF Tarrant

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This instrument was acknowledged before me on the 21 day of October, 2016, by Jean DeRidder, Vice President — Onshore Assets of TOTAL E&P USA Barnett, LLC, a Delaware limited liability company, on behalf of said company.

Elizabeth Powers
Notary Public, State of Texas



Commission Expiration: 8/29/2017

Commission No.: 129542645

[Signature Page to Assignment]

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK



LEASE NO.	TRACT NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	BOOK	PAGE	ENTRY
TX0073726-000	001	STANLEY R & JOANN HARKINS	DALE PROPERTY SERVICES, LLC	5/1/07	TARRANT	TX			D207198851
42-0004276-000	001	STANLEY R & PATRICIA B NORTON	CHESAPEAKE EXPLORATION LLC	11/6/12	TARRANT	TX			D213030422
42-0004276-000	002	STANLEY R & PATRICIA B NORTON	CHESAPEAKE EXPLORATION LLC	11/6/12	TARRANT	TX			D213030422
TX0087955-000	001	STANLEY R & STEVEANNA STALLABY	DALE PROPERTY SERVICES, LLC	8/1/07	TARRANT	TX			D207328627
TX0113004-000	001	STANLEY R & STEVENNA R STALLBY	DALE PROPERTY SERVICES, LLC	3/3/08	TARRANT	TX			D208093319
TX0129005-000	001	STANLEY R AND CLAIRE MCILVAINE	DALE PROPERTY SERVICES, LLC	6/14/08	TARRANT	TX			D208281130
TX0092068-000	001	STANLEY R AND LINDA H FULLER	DALE PROPERTY SERVICES, LLC	8/28/07	TARRANT	TX			D207362632
TX0094125-000	001	STANLEY RIDLEY	DALE PROPERTY SERVICES, LLC	10/9/07	TARRANT	TX			D207375023
TX0152697-000	001	STANLEY ROBINSON	CHESAPEAKE EXPLORATION LLC	4/28/11	TARRANT	TX			D211105311
TX4579516-001	001	STANLEY ROWLAND	CHESAPEAKE EXPLORATION LLC	9/25/08	TARRANT	TX			D208455401
421-00197-000	001	STANLEY SCHNEIDER AND JOAN SC	PALO PETROLEUM INC	7/3/14	TARRANT	TX			D214167396
TX0062484-000	001	STANLEY SCOTT & JOE SCOTT	DALE PROPERTY SERVICES, LLC	2/13/07	TARRANT	TX			D207073516
TX7158453-000	001	STANLEY SCOTT FAGERSTROM	AXIA LAND SERVICES, LLC	8/20/08	TARRANT	TX			D208352473
TX0140515-000	001	STANLEY SHANKLE	DALE PROPERTY SERVICES, LLC	9/1/09	TARRANT	TX			D209251153
TX0148010-000	001	STANLEY T & MARGARET M TOMITA	DALE PROPERTY SERVICES, LLC	9/21/10	TARRANT	TX			D210249130
TX0148591-000	001	STANLEY T & MARGARET M TOMITA	CHESAPEAKE EXPLORATION LLC	10/19/10	TARRANT	TX			D210271447
TX0143157-000	001	STANLEY T WITULSKI	DALE PROPERTY SERVICES, LLC	3/3/10	TARRANT	TX			D210050935
TX0503209-000	001	STANLEY THOMAS WITULSKI	FOUR SEVENS ENERGY CO., L.L.C.	7/17/07	TARRANT	TX			D207401507
TX0480968-000	001	STANLEY V & BEVERLY J SMITH	HARDING COMPANY	8/26/06	TARRANT	TX			D206394771
TX0480555-001	001	STANLEY V & LINDA D MCSWANE	PALOMA BARNETT, LLC	2/27/08	TARRANT	TX			D208130659
TX0466992-000	001	STANLEY VAUN & LINDA DIAN MCSW	PALOMA BARNETT, LLC	2/27/08	TARRANT	TX			D208130648
TX0506435-000	001	STANLEY W & ALETAM LIVINGSTON	FOUR SEVENS ENERGY CO LLC	2/13/08	TARRANT	TX			D208100739
TX7154822-000	001	STANLEY W & BARBARA E DAVIS	CHESAPEAKE EXPLORATION LLC	10/22/07	TARRANT	TX			D208100787
TX2205426-000	001	STANLEY W & BETTY LYNN JACOBS	DALE RESOURCES LLC	8/30/05	TARRANT	TX			D205280964
TX7154848-000	001	STANLEY W & ELIZABETH N COUFAL	CHESAPEAKE EXPLORATION LLC	11/23/07	TARRANT	TX			D208088816
TX7150543-000	001	STANLEY W & ELKE L FITZER	CHESAPEAKE EXPLORATION LP	6/14/07	TARRANT	TX			D207314704
42-003417-000	001	STANLEY W & JANET L HOWARD	CHESAPEAKE EXPLORATION LLC	8/15/11	TARRANT	TX			D211198989
42-011008-000	001	STANLEY W & JOSEPHINA GEISLER	CHESAPEAKE EXPLORATION LLC	11/7/11	TARRANT	TX			D211283548
TX2209124-000	001	STANLEY W & PATRICIA L WRIGHT	CHESAPEAKE EXPLORATION LP	3/6/07	TARRANT	TX			D207211078
TX0492047-000	001	STANLEY W & TAMMY E HOWELL	CHESAPEAKE EXPLORATION LLC	8/4/08	TARRANT	TX			D208418802
TX0009996-000	001	STANLEY W & VERA J DAVIS	PALOMA BARNETT, LLC	3/25/08	TARRANT	TX			D208153595
TX0094588-000	001	STANLEY W AND SUSAN J HIMES	DALE PROPERTY SERVICES, LLC	10/10/07	TARRANT	TX			D207379919
TX0097053-000	001	STANLEY W ZAGORSKI	DALE PROPERTY SERVICES, LLC	8/17/07	TARRANT	TX			D207397982
42-044570-000	001	STANLEY WENDE	CHESAPEAKE EXPLORATION LLC	12/17/11	TARRANT	TX			D211308997
42-044570-000	002	STANLEY WENDE	CHESAPEAKE EXPLORATION LLC	12/17/11	TARRANT	TX			D211308997
42-044570-000	003	STANLEY WENDE	CHESAPEAKE EXPLORATION LLC	12/17/11	TARRANT	TX			D211308997
42-045157-005	001	STANLEY WILLIAMS	CHESAPEAKE EXPLORATION, L.L.C.	1/25/12	TARRANT	TX			D212039812
42-006544-000	001	STANLEY WILLIAMS & LAURA	CHESAPEAKE EXPLORATION LLC	9/12/11	TARRANT	TX			D211231004
TX0451031-000	001	STANLEY S & CHERYL C SMITH	CAFFEY GROUP, LLC	6/14/08	TARRANT	TX			D208344619
TX7150208-000	001	STANTON & ANDRIA CROW	CHESAPEAKE EXPLORATION LP	6/14/07	TARRANT	TX			D207282274
TX7152001-001	001	STANTON FREEZE	SNOW OPERATING CO, INC	3/8/07	TARRANT	TX			D207158261
TX0498576-002	001	STARACE LTD	CHESAPEAKE EXPLORATION LLC	10/20/08	TARRANT	TX			D208461800
TX0005085-000	001	STAR & JESUS CASTANEDA	CHESAPEAKE EXPLORATION LLC	6/26/08	TARRANT	TX			D208334863
TX0046114-000	001	STAR F BIRCH	LARGO ENERGY INC.	7/11/07	TARRANT	TX			D207271542
42-0005624-000	001	STAR K HASSE	CHESAPEAKE EXPLORATION LLC	11/19/12	TARRANT	TX			D214055352
TX0111254-000	001	STAR PROPERTY MANAGEMENT	DALE PROPERTY SERVICES, LLC	2/20/08	TARRANT	TX			D208075591
TX0111255-000	001	STAR PROPERTY MANAGEMENT	DALE PROPERTY SERVICES, LLC	2/20/08	TARRANT	TX			D208075590
TX7155338-000	001	STARHILL, LTD	CHESAPEAKE EXPLORATION LLC	4/30/08	TARRANT	TX			D208221706
42-045259-000	001	STARLA & R T RUSH, JR	CHESAPEAKE EXPLORATION LLC	1/5/12	TARRANT	TX			D212032055
TX0091597-000	001	STARLA EDWARDS	DALE PROPERTY SERVICES, LLC	9/14/07	TARRANT	TX			D207358018
TX0148581-000	001	STARLA T & LANCE R HOLT	CHESAPEAKE EXPLORATION LLC	10/15/10	TARRANT	TX			D210271439
TX0512028-000	001	STARLAN HERBERT SMITH, JR	FOUR SEVENS ENERGY CO, LLC	7/13/08	TARRANT	TX			D208317393
TX0075318-000	001	STARLINE, SR S & MARY T AUTREY	DALE PROPERTY SERVICES, LLC	6/12/07	TARRANT	TX			D207217532
TX0465814-000	001	STARLING WALKER	CHESAPEAKE EXPLORATION LLC	10/29/08	TARRANT	TX			D208418869
42-0002042-000	001	STARPEACH TEXAS, LP	CHESAPEAKE EXPLORATION LLC	10/30/12	TARRANT	TX			D212291625
42-0002042-000	002	STARPEACH TEXAS, LP	CHESAPEAKE EXPLORATION LLC	10/30/12	TARRANT	TX			D212291625
42-0002042-000	003	STARPEACH TEXAS, LP	CHESAPEAKE EXPLORATION LLC	10/30/12	TARRANT	TX			D212291625
42-0004169-000	001	STARR COLEMAN	CHESAPEAKE EXPLORATION LLC	10/1/12	TARRANT	TX			D213168435
TX0462931-000	001	STARR ENTERPRISE	CHESAPEAKE EXPLORATION LLC	2/14/10	TARRANT	TX			D210074595
TX0482238-000	001	STARR M & STEPHEN L SPENCE	DDJET LIMITED LLP	8/21/07	TARRANT	TX			D208008652
TX2209969-000	001	STAR-TELEGRAM OPERATING, LTD	CHESAPEAKE EXPLORATION LP	1/1/07	TARRANT	TX			D207149285
42-0008840-000	001	STAS GETMANENKO	CHESAPEAKE EXPLORATION LLC	3/10/14	TARRANT	TX			D214144368
TX0505125-000	001	STASH I & VICKI M WRZESINSKI	FOUR SEVENS ENERGY CO LLC	7/17/07	TARRANT	TX			D207436513
TX0425373-000	001	STASIE HUBBERT AND WASHA	CHESAPEAKE EXPLORATION LLC	1/26/11	TARRANT	TX			D211039548
42-047656-000	001	STATE OF TEXAS - MF 112756	CHESAPEAKE EXPLORATION LLC	1/17/12	TARRANT	TX			D212042165
42-047656-000	002	STATE OF TEXAS - MF 112756	CHESAPEAKE EXPLORATION LLC	1/17/12	TARRANT	TX			D212042165
42-047656-000	003	STATE OF TEXAS - MF 112756	CHESAPEAKE EXPLORATION LLC	1/17/12	TARRANT	TX			D212042165
TX0094260-000	001	STATE OF TEXAS - 106958	DALE RESOURCES, LLC	12/5/06	TARRANT	TX			D206410391
TX0094260-000	002	STATE OF TEXAS - 106958	DALE RESOURCES, LLC	12/5/06	TARRANT	TX			D206410391
TX2930433-000	001	STATE OF TEXAS - 108878	CHESAPEAKE EXPLORATION LLC	2/19/08	TARRANT	TX			D209126728
TX0126679-000	001	STATE OF TEXAS - 108881	DALE PROPERTY SERVICES, LLC	5/20/08	TARRANT	TX			D208231822
TX0126679-000	001	STATE OF TEXAS - 108882	DALE PROPERTY SERVICES, LLC	5/20/08	TARRANT	TX			D208233282
TX0126682-000	001	STATE OF TEXAS - 108893	DALE PROPERTY SERVICES, LLC	5/20/08	TARRANT	TX			D208231823
TX0126682-000	002	STATE OF TEXAS - 108893	DALE PROPERTY SERVICES, LLC	5/20/08	TARRANT	TX			D208231823
TX0484724-000	001	STATE OF TEXAS - 109122	DDJET LIMITED LLP	7/1/08	TARRANT	TX			D208307998
TX0484724-000	002	STATE OF TEXAS - 109122	DDJET LIMITED LLP	7/1/08	TARRANT	TX			D208307998

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LEASE NO.	TRACT NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	BOOK	PAGE	ENTRY
TX0488713-000	001	STATE OF TEXAS - 109305	DDJET LIMITED LLP	8/19/08	TARRANT	TX			D208357011
TX0488713-000	002	STATE OF TEXAS - 109305	DDJET LIMITED LLP	8/19/08	TARRANT	TX			D208357011
TX0137106-000	001	STATE OF TEXAS - 109942	DALE PROPERTY SERVICES, LLC	2/3/09	TARRANT	TX			D209040189
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TX0137106-000	005	STATE OF TEXAS - 109942	DALE PROPERTY SERVICES, LLC	2/3/09	TARRANT	TX			D209040189
TX0512665-000	001	STATE OF TEXAS - 109965	CHESAPEAKE OPERATING, INC	3/10/09	TARRANT	TX			D209078721
TX0512665-000	002	STATE OF TEXAS - 109965	CHESAPEAKE OPERATING, INC	3/10/09	TARRANT	TX			D209078721
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TX0460376-000	001	STATE OF TEXAS - 109966	CHESAPEAKE OPERATING INC	3/10/09	TARRANT	TX			D209233654
TX0137462-000	001	STATE OF TEXAS - 110037	DALE PROPERTY SERVICES, LLC	4/7/09	TARRANT	TX			D209104266
TX0137302-000	001	STATE OF TEXAS - 110038	DALE PROPERTY SERVICES, LLC	4/7/09	TARRANT	TX			D209104265
TX0512967-000	001	STATE OF TEXAS - 110077	CHESAPEAKE EXPLORATION, LLC	5/19/09	TARRANT	TX			D209161365
TX0512967-000	002	STATE OF TEXAS - 110077	CHESAPEAKE EXPLORATION, LLC	5/19/09	TARRANT	TX			D209161365
TX0512966-000	001	STATE OF TEXAS - 110078	CHESAPEAKE EXPLORATION, LLC	5/19/09	TARRANT	TX			D209161366
TX0512966-000	002	STATE OF TEXAS - 110078	CHESAPEAKE EXPLORATION, LLC	5/19/09	TARRANT	TX			D209161366
TX0133605-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208351055
TX0133605-000	002	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208351055
TX0133605-000	003	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208351055
TX0136042-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	7/1/08	TARRANT	TX			D208302833
TX0136045-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	10/7/08	TARRANT	TX			D208411377
TX0136045-000	002	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	10/7/08	TARRANT	TX			D208411377
TX0136045-000	003	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	10/7/08	TARRANT	TX			D208411377
TX0136145-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	10/7/08	TARRANT	TX			D208411376
TX0136145-000	002	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	10/7/08	TARRANT	TX			D208411376
TX0136145-000	003	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	10/7/08	TARRANT	TX			D208411376
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TX0136556-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	12/16/08	TARRANT	TX			D209004901
TX0136726-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	3/10/09	TARRANT	TX			D209079367
TX0136726-000	002	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	3/10/09	TARRANT	TX			D209079367
TX0137822-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	4/7/09	TARRANT	TX			D209104572
TX0137822-000	002	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	4/7/09	TARRANT	TX			D209104572
TX0137826-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	5/19/09	TARRANT	TX			D209142139
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TX0140146-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	7/14/09	TARRANT	TX			D209207028
TX0140147-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	7/14/09	TARRANT	TX			D209207029
TX0140153-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	7/14/09	TARRANT	TX			D209207025
TX0141549-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	11/3/09	TARRANT	TX			D209304922
TX0141551-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	11/3/09	TARRANT	TX			D209304924
TX0141551-000	002	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	11/3/09	TARRANT	TX			D209304924
TX0141623-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	11/3/09	TARRANT	TX			D209312924
TX0141623-000	002	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	11/3/09	TARRANT	TX			D209312924
TX0141623-000	003	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	11/3/09	TARRANT	TX			D209312924
TX0142808-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	2/2/10	TARRANT	TX			D210040188
TX0142808-000	002	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	2/2/10	TARRANT	TX			D210040188
TX0142808-000	003	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	2/2/10	TARRANT	TX			D210040188
TX0142808-000	004	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	2/2/10	TARRANT	TX			D210040188
TX0142808-000	005	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	2/2/10	TARRANT	TX			D210040188
TX0143863-000	001	STATE OF TEXAS - COMMISSIONER	DALE PROPERTY SERVICES, LLC	3/23/10	TARRANT	TX			D210085746
TX0515662-000	001	STATE OF TEXAS - COMMISSIONER	CHESAPEAKE EXPLORATION, LLC	10/5/10	TARRANT	TX			D210264049
TX0515663-000	001	STATE OF TEXAS - COMMISSIONER	CHESAPEAKE EXPLORATION, LLC	10/5/10	TARRANT	TX			D210264048
TX0515664-000	001	STATE OF TEXAS - COMMISSIONER	CHESAPEAKE EXPLORATION, LLC	10/5/10	TARRANT	TX			D210264047
TX2206667-000	001	STATE OF TEXAS - M - 106201	DALE RESOURCES LLC	1/17/06	TARRANT	TX			D206136170
TX2206667-000	002	STATE OF TEXAS - M - 106201	DALE RESOURCES LLC	1/17/06	TARRANT	TX			D206136170
TX2206667-000	003	STATE OF TEXAS - M - 106201	DALE RESOURCES LLC	1/17/06	TARRANT	TX			D206136170
TX2206667-000	004	STATE OF TEXAS - M - 106201	DALE RESOURCES LLC	1/17/06	TARRANT	TX			D206136170
TX2206667-000	005	STATE OF TEXAS - M - 106201	DALE RESOURCES LLC	1/17/06	TARRANT	TX			D206136170
TX2206667-000	006	STATE OF TEXAS - M - 106201	DALE RESOURCES LLC	1/17/06	TARRANT	TX			D206136170
421-00610-000	001	STATE OF TEXAS - M - 117634	CHESAPEAKE EXPLORATION LLC	12/1/15	TARRANT	TX			
TX0134910-000	001	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	002	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	003	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	004	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	005	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	006	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	007	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	008	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	009	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	010	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX0134910-000	011	STATE OF TEXAS - M - 109304	DALE PROPERTY SERVICES, LLC	8/19/08	TARRANT	TX			D208349741
TX2205699-000	001	STATE OF TEXAS - M-105545	DALE RESOURCES LLC	10/4/05	TARRANT	TX			D206045583
TX2205700-000	001	STATE OF TEXAS - M-106002	DALE RESOURCES LLC	1/17/06	TARRANT	TX			D206110834
TX2206707-000	001	STATE OF TEXAS - M-106587	DALE RESOURCES LLC	7/25/06	TARRANT	TX			D206329656

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LEASE NO.	TRACT NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	BOOK	PAGE	ENTRY
TX2206707-000	002	STATE OF TEXAS - M-106587	DALE RESOURCES LLC	7/25/06	TARRANT	TX			D206329656
TX2206707-000	003	STATE OF TEXAS - M-106587	DALE RESOURCES LLC	7/25/06	TARRANT	TX			D206329656
TX2206707-000	004	STATE OF TEXAS - M-106587	DALE RESOURCES LLC	7/25/06	TARRANT	TX			D206329656
TX2206706-000	001	STATE OF TEXAS - M-106600	DALE RESOURCES LLC	7/25/06	TARRANT	TX			D206329657
TX2206706-000	002	STATE OF TEXAS - M-106600	DALE RESOURCES LLC	7/25/06	TARRANT	TX			D206329657
TX2206706-000	003	STATE OF TEXAS - M-106600	DALE RESOURCES LLC	7/25/06	TARRANT	TX			D206329657
TX7151150-001	001	STATE OF TEXAS - M-107524	CONGLOMERATE GAS II, LP	1/16/07	TARRANT	TX			D207144779
TX7151150-001	002	STATE OF TEXAS - M-107524	CONGLOMERATE GAS II, LP	1/16/07	TARRANT	TX			D207144779
TX7151150-001	003	STATE OF TEXAS - M-107524	CONGLOMERATE GAS II, LP	1/16/07	TARRANT	TX			D207144779
TX4573642-000	001	STATE OF TEXAS - M-107814	LV OIL AND GAS CORPORATION	4/3/07	TARRANT	TX			D207206885
TX7150066-000	001	STATE OF TEXAS - M-107822	CHESAPEAKE EXPLORATION LP	4/3/07	TARRANT	TX			D207221939
TX0133402-000	001	STATE OF TEXAS - M-109267	DALE PROPERTY SERVICES, LLC	7/1/08	TARRANT	TX			D208335090
TX0463309-000	001	STATE OF TEXAS - M-110819	PALOMA BARNETT, LLC	4/6/10	TARRANT	TX			D210116960
TX0463308-000	001	STATE OF TEXAS - M-110822	PALOMA BARNETT, LLC	4/6/10	TARRANT	TX			D210116964
TX-500170-000	001	STATE OF TEXAS - M-114821	CHESAPEAKE EXPLORATION, LLC	3/5/13	TARRANT	TX			D213107704
42-0008543-000	001	STATE OF TEXAS - M-115893	CHESAPEAKE EXPLORATION LLC	10/1/13	TARRANT	TX			D214004691
421-00588-000	001	STATE OF TEXAS - M-117405	CHESAPEAKE EXPLORATION LLC	10/27/09	TARRANT	TX			D215200039
42-006373-000	001	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-006373-000	002	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-006373-000	003	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-006373-000	004	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-006373-000	005	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-006373-000	006	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-006373-000	007	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-006373-000	008	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-006373-000	009	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-006373-000	010	STATE OF TEXAS - MF - 112757	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211229378
42-003141-000	001	STATE OF TEXAS - MF - 112895	CHESAPEAKE EXPLORATION LLC	7/19/11	TARRANT	TX			D211190403
42-049066-000	001	STATE OF TEXAS - MF - 113821	CHESAPEAKE EXPLORATION LLC	2/7/12	TARRANT	TX			D212067985
TX-500167-000	001	STATE OF TEXAS - MF - 115293	CHESAPEAKE EXPLORATION LLC	5/7/13	TARRANT	TX			D213157195
42-0008676-000	001	STATE OF TEXAS - MF - 115938	CHESAPEAKE EXPLORATION LLC	11/5/13	TARRANT	TX			D214051822
TX0479410-000	001	STATE OF TEXAS - MF 110221	HARDING ENERGY PARTNERS, LLC	7/14/09	TARRANT	TX			D209205937
TX0513369-000	001	STATE OF TEXAS - MF 110250	CHESAPEAKE EXPLORATION LLC	7/14/09	TARRANT	TX			D209199755
TX0513369-000	002	STATE OF TEXAS - MF 110250	CHESAPEAKE EXPLORATION LLC	7/14/09	TARRANT	TX			D209199755
TX0513757-000	001	STATE OF TEXAS - MF 110326	CHESAPEAKE EXPLORATION LLC	10/6/09	TARRANT	TX			D209290105
TX0513757-000	002	STATE OF TEXAS - MF 110326	CHESAPEAKE EXPLORATION LLC	10/6/09	TARRANT	TX			D209290105
TX0461293-000	001	STATE OF TEXAS - MF 110331	CHESAPEAKE EXPLORATION LLC	10/6/09	TARRANT	TX			D212203791
TX0461293-000	002	STATE OF TEXAS - MF 110331	CHESAPEAKE EXPLORATION LLC	10/6/09	TARRANT	TX			D212203791
TX0141550-000	001	STATE OF TEXAS - MF 110403	DALE PROPERTY SERVICES, LLC	11/3/09	TARRANT	TX			D209304923
TX0466778-000	001	STATE OF TEXAS - MF 110413	CHESAPEAKE EXPLORATION LLC	11/3/09	TARRANT	TX			D209308932
TX0466778-000	002	STATE OF TEXAS - MF 110413	CHESAPEAKE EXPLORATION LLC	11/3/09	TARRANT	TX			D209308932
TX0466777-000	001	STATE OF TEXAS - MF 110414	CHESAPEAKE EXPLORATION LLC	11/3/09	TARRANT	TX			D209308931
TX0466777-000	002	STATE OF TEXAS - MF 110414	CHESAPEAKE EXPLORATION LLC	11/3/09	TARRANT	TX			D209308931
TX0466911-000	001	STATE OF TEXAS - MF 110535	CHESAPEAKE EXPLORATION LLC	12/1/09	TARRANT	TX			D210084613
TX2930258-000	001	STATE OF TEXAS - MF 110567	CHESAPEAKE EXPLORATION, LLC	2/2/10	TARRANT	TX			D210042001
TX0143981-000	001	STATE OF TEXAS - MF 110637	DALE PROPERTY SERVICES, LLC	3/23/10	TARRANT	TX			D210085710
TX0143981-000	002	STATE OF TEXAS - MF 110637	DALE PROPERTY SERVICES, LLC	3/23/10	TARRANT	TX			D210085710
TX0143981-000	003	STATE OF TEXAS - MF 110637	DALE PROPERTY SERVICES, LLC	3/23/10	TARRANT	TX			D210085710
TX0143980-000	001	STATE OF TEXAS - MF 110638	DALE PROPERTY SERVICES, LLC	3/23/10	TARRANT	TX			D210085709
TX0143980-000	002	STATE OF TEXAS - MF 110638	DALE PROPERTY SERVICES, LLC	3/23/10	TARRANT	TX			D210085709
TX0143980-000	003	STATE OF TEXAS - MF 110638	DALE PROPERTY SERVICES, LLC	3/23/10	TARRANT	TX			D210085709
TX0143980-000	004	STATE OF TEXAS - MF 110638	DALE PROPERTY SERVICES, LLC	3/23/10	TARRANT	TX			D210085709
TX0143980-000	005	STATE OF TEXAS - MF 110638	DALE PROPERTY SERVICES, LLC	3/23/10	TARRANT	TX			D210085709
42-050198-000	001	STATE OF TEXAS - MF 110839	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D212108204
42-050198-000	002	STATE OF TEXAS - MF 110839	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D212108204
TX0467362-000	001	STATE OF TEXAS - MF 110841	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D210117948
TX0467362-000	002	STATE OF TEXAS - MF 110841	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D210117948
TX0469657-000	001	STATE OF TEXAS - MF 110842	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D210240555
TX0469657-000	002	STATE OF TEXAS - MF 110842	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D210240555
TX0145239-000	001	STATE OF TEXAS - MF 110847	DALE PROPERTY SERVICES, LLC	5/4/10	TARRANT	TX			D210131127
42-0010759-000	001	STATE OF TEXAS - MF 110848	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D214280243
42-0010759-000	002	STATE OF TEXAS - MF 110848	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D214280243
42-0010759-000	003	STATE OF TEXAS - MF 110848	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D214280243
42-0010759-000	004	STATE OF TEXAS - MF 110848	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D214280243
TX2930273-000	001	STATE OF TEXAS - MF 110880	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D210117947
TX2930273-000	002	STATE OF TEXAS - MF 110880	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D210117947
TX2930273-000	003	STATE OF TEXAS - MF 110880	CHESAPEAKE EXPLORATION LLC	5/4/10	TARRANT	TX			D210117947
TX0422257-000	001	STATE OF TEXAS - MF 110882	CHESAPEAKE EXPLORATION, LLC	5/4/10	TARRANT	TX			D210137248
TX0422257-000	002	STATE OF TEXAS - MF 110882	CHESAPEAKE EXPLORATION, LLC	5/4/10	TARRANT	TX			D210137248
TX0422257-000	003	STATE OF TEXAS - MF 110882	CHESAPEAKE EXPLORATION, LLC	5/4/10	TARRANT	TX			D210137248
TX0422257-000	004	STATE OF TEXAS - MF 110882	CHESAPEAKE EXPLORATION, LLC	5/4/10	TARRANT	TX			D210137248
TX0422257-000	005	STATE OF TEXAS - MF 110882	CHESAPEAKE EXPLORATION, LLC	5/4/10	TARRANT	TX			D210137248
TX0145232-000	001	STATE OF TEXAS - MF 110893	DALE PROPERTY SERVICES, LLC	5/4/10	TARRANT	TX			D210131128
TX0145232-000	002	STATE OF TEXAS - MF 110893	DALE PROPERTY SERVICES, LLC	5/4/10	TARRANT	TX			D210131128
TX0515499-000	001	STATE OF TEXAS - MF 111105	CHESAPEAKE EXPLORATION LLC	6/15/10	TARRANT	TX			D210156732
42-009982-000	001	STATE OF TEXAS - MF 111167	CHESAPEAKE EXPLORATION LLC	7/20/10	TARRANT	TX			D210190502



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LEASE NO.	TRACT NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	BOOK	PAGE	ENTRY
42-051302-000	001	STATE OF TEXAS - MF 114165	CHESAPEAKE EXPLORATION LLC	6/5/12	TARRANT	TX			D212171806
42-051373-000	001	STATE OF TEXAS - MF 114166	CHESAPEAKE EXPLORATION LLC	6/5/12	TARRANT	TX			D212175121
42-051322-000	001	STATE OF TEXAS - MF 114167	CHESAPEAKE EXPLORATION LLC	6/5/12	TARRANT	TX			D212171807
42-051538-000	001	STATE OF TEXAS - MF 114225	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212198714
42-051539-000	001	STATE OF TEXAS - MF 114226	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212198739
42-051539-000	002	STATE OF TEXAS - MF 114226	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212198739
42-051539-000	003	STATE OF TEXAS - MF 114226	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212198739
42-051542-000	001	STATE OF TEXAS - MF 114227	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212198713
42-051540-000	001	STATE OF TEXAS - MF 114228	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212198740
42-051540-000	002	STATE OF TEXAS - MF 114228	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212198740
42-051536-000	001	STATE OF TEXAS - MF 114229	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212199814
42-051536-000	002	STATE OF TEXAS - MF 114229	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212199814
42-051537-000	001	STATE OF TEXAS - MF 114230	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212199813
42-051537-000	002	STATE OF TEXAS - MF 114230	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212199813
42-051537-000	003	STATE OF TEXAS - MF 114230	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212199813
42-051537-000	004	STATE OF TEXAS - MF 114230	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212199813
42-051537-000	005	STATE OF TEXAS - MF 114230	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212199813
42-051537-000	006	STATE OF TEXAS - MF 114230	CHESAPEAKE EXPLORATION LLC	7/17/12	TARRANT	TX			D212199813
TX-500142-000	001	STATE OF TEXAS - MF 114427	CHESAPEAKE EXPLORATION LLC	9/11/12	TARRANT	TX			D212253195
TX-500150-000	001	STATE OF TEXAS - MF 114661	CHESAPEAKE EXPLORATION LLC	12/4/12	TARRANT	TX			D212310420
TX-500150-000	002	STATE OF TEXAS - MF 114661	CHESAPEAKE EXPLORATION LLC	12/4/12	TARRANT	TX			D212310420
TX-500150-000	003	STATE OF TEXAS - MF 114661	CHESAPEAKE EXPLORATION LLC	12/4/12	TARRANT	TX			D212310420
42-0007637-000	001	STATE OF TEXAS - MF 114876	CHESAPEAKE EXPLORATION LLC	4/3/13	TARRANT	TX			D213113245
42-0007995-000	001	STATE OF TEXAS - MF 115351	CHESAPEAKE EXPLORATION LLC	6/4/13	TARRANT	TX			D213208867
42-0007992-000	001	STATE OF TEXAS - MF 115352	CHESAPEAKE EXPLORATION LLC	6/4/13	TARRANT	TX			D213208866
42-0008080-000	001	STATE OF TEXAS - MF 115439	CHESAPEAKE EXPLORATION LLC	7/16/13	TARRANT	TX			D213217297
TX-500175-000	001	STATE OF TEXAS - MF 115440	CHESAPEAKE EXPLORATION LLC	7/16/13	TARRANT	TX			D213221021
TX-500178-000	001	STATE OF TEXAS - MF 115596	CHESAPEAKE EXPLORATION LLC	8/20/13	TARRANT	TX			D214051821
42-0008545-000	001	STATE OF TEXAS - MF 115939	CHESAPEAKE EXPLORATION LLC	11/5/13	TARRANT	TX			D214004692
42-0010762-000	001	STATE OF TEXAS - MF 115939	CHESAPEAKE EXPLORATION LLC	11/5/13	TARRANT	TX			D214280265
42-0010762-000	002	STATE OF TEXAS - MF 115939	CHESAPEAKE EXPLORATION LLC	11/5/13	TARRANT	TX			D214280265
42-0010762-000	003	STATE OF TEXAS - MF 115939	CHESAPEAKE EXPLORATION LLC	11/5/13	TARRANT	TX			D214280265
42-0010762-000	004	STATE OF TEXAS - MF 115939	CHESAPEAKE EXPLORATION LLC	11/5/13	TARRANT	TX			D214280265
TX7159895-000	001	STATE OF TEXAS - MF 109952	CHESAPEAKE EXPLORATION LLC	2/3/09	TARRANT	TX			D209052932
TX7159895-000	002	STATE OF TEXAS - MF 109952	CHESAPEAKE EXPLORATION LLC	2/3/09	TARRANT	TX			D209052932
42-0010760-000	001	STATE OF TEXAS - MF 110549	DALE PROPERTY SERVICES, LLC	2/2/10	TARRANT	TX			D214280263
42-0010656-000	001	STATE OF TEXAS - MF 110553	CHESAPEAKE EXPLORATION LLC	2/2/10	TARRANT	TX			D214266451
TX0464442-000	001	STATE OF TEXAS - MF 110646	CHESAPEAKE EXPLORATION LLC	3/23/10	TARRANT	TX			D210132616
TX0405505-000	001	STATE OF TEXAS - MF 111149	CHESAPEAKE EXPLORATION, LLC	7/20/10	TARRANT	TX			D210191619
TX0148527-000	001	STATE OF TEXAS - MF 111381	CHESAPEAKE EXPLORATION LLC	10/5/10	TARRANT	TX			D210263992
TX0148527-000	002	STATE OF TEXAS - MF 111381	CHESAPEAKE EXPLORATION LLC	10/5/10	TARRANT	TX			D210263992
TX0150504-000	001	STATE OF TEXAS - MF 111381	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211030417
TX0515659-000	001	STATE OF TEXAS - MF 111392	CHESAPEAKE EXPLORATION, LLC	10/5/10	TARRANT	TX			D210259753
TX0150355-000	001	STATE OF TEXAS - MF 111784	CHESAPEAKE EXPLORATION LLC	11/16/10	TARRANT	TX			D211019897
TX0150503-000	001	STATE OF TEXAS - MF 111955	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211030416
TX0150503-000	002	STATE OF TEXAS - MF 111955	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211030416
TX0150503-000	003	STATE OF TEXAS - MF 111955	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211030416
TX0150503-000	004	STATE OF TEXAS - MF 111955	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211030416
TX0150503-000	005	STATE OF TEXAS - MF 111955	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211030416
TX0150259-000	001	STATE OF TEXAS - MF 111967	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211022311
TX0150259-000	002	STATE OF TEXAS - MF 111967	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211022311
TX0150437-000	001	STATE OF TEXAS - MF 111968	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211030409
TX0150437-000	002	STATE OF TEXAS - MF 111968	CHESAPEAKE EXPLORATION LLC	1/4/11	TARRANT	TX			D211030409
TX0152121-000	001	STATE OF TEXAS - MF 112065	CHESAPEAKE EXPLORATION LLC	3/1/11	TARRANT	TX			D211086713
TX0152121-000	002	STATE OF TEXAS - MF 112065	CHESAPEAKE EXPLORATION LLC	3/1/11	TARRANT	TX			D211086713
TX0152121-000	003	STATE OF TEXAS - MF 112065	CHESAPEAKE EXPLORATION LLC	3/1/11	TARRANT	TX			D211086713
TX0152121-000	004	STATE OF TEXAS - MF 112065	CHESAPEAKE EXPLORATION LLC	3/1/11	TARRANT	TX			D211086713
TX0152121-000	005	STATE OF TEXAS - MF 112065	CHESAPEAKE EXPLORATION LLC	3/1/11	TARRANT	TX			D211086713
TX0152121-000	006	STATE OF TEXAS - MF 112065	CHESAPEAKE EXPLORATION LLC	3/1/11	TARRANT	TX			D211086713
TX0151972-000	001	STATE OF TEXAS - MF 112074	CHESAPEAKE EXPLORATION LLC	3/1/11	TARRANT	TX			D211081173
TX0152560-000	001	STATE OF TEXAS - MF 112139	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101925
TX0152560-000	002	STATE OF TEXAS - MF 112139	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101925
TX0152563-000	001	STATE OF TEXAS - MF 112140	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101095
TX0152563-000	002	STATE OF TEXAS - MF 112140	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101095
TX0152563-000	003	STATE OF TEXAS - MF 112140	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101095
TX0152557-000	001	STATE OF TEXAS - MF 112144	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101922
TX0152557-000	002	STATE OF TEXAS - MF 112144	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101922
TX0152557-000	003	STATE OF TEXAS - MF 112144	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101922
TX0152559-000	001	STATE OF TEXAS - MF 112145	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101924
TX0152559-000	002	STATE OF TEXAS - MF 112145	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101924
TX0152559-000	003	STATE OF TEXAS - MF 112145	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101924
TX0152559-000	004	STATE OF TEXAS - MF 112145	CHESAPEAKE EXPLORATION LLC	4/5/11	TARRANT	TX			D211101924
TX0154115-000	001	STATE OF TEXAS - MF 112578	CHESAPEAKE EXPLORATION LLC	5/3/11	TARRANT	TX			D211158372
TX0154115-000	002	STATE OF TEXAS - MF 112578	CHESAPEAKE EXPLORATION LLC	5/3/11	TARRANT	TX			D211158372
TX0154115-000	003	STATE OF TEXAS - MF 112578	CHESAPEAKE EXPLORATION LLC	5/3/11	TARRANT	TX			D211158372
TX0154115-000	004	STATE OF TEXAS - MF 112578	CHESAPEAKE EXPLORATION LLC	5/3/11	TARRANT	TX			D211158372



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LEASE NO.	TRACT NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	BOOK	PAGE	ENTRY
TX0126887-000	001	STATE OF TEXAS NO. 108788	DALE PROPERTY SERVICES PENN LL	4/1/08	TARRANT	TX			D208144420
TX0405504-000	001	STATE OF TEXAS - PMF111103	CHESAPEAKE EXPLORATION LLC	6/15/10	TARRANT	TX			D210187918
TX2204217-000	001	STATE OF TEXAS - WHITE LAKE	FOUR SEVENS OIL COMPANY, LTD.	4/6/05	TARRANT	TX			D205343921
TX0068959-000	001	STATE OF TEXAS GLO #107711	DALE PROPERTY SERVICES, LLC	4/3/07	TARRANT	TX			D207139855
TX0068959-000	002	STATE OF TEXAS GLO #107711	DALE PROPERTY SERVICES, LLC	4/3/07	TARRANT	TX			D207139855
TX0514273-000	001	STATE OF TEXAS MF 110590	CHESAPEAKE EXPLORATION LLC	2/2/10	TARRANT	TX			D210039779
TX0423255-000	001	STATE OF TEXAS MF 112013	CHESAPEAKE EXPLORATION LLC	2/1/11	TARRANT	TX			D211059893
TX0423255-000	002	STATE OF TEXAS MF 112013	CHESAPEAKE EXPLORATION LLC	2/1/11	TARRANT	TX			D211059893
TX-500166-000	001	STATE OF TEXAS -MF -115292	CHESAPEAKE EXPLORATION LLC	5/7/13	TARRANT	TX			D213157194
TX0114815-000	001	STATE OF TEXAS NO. 108666	DALE PROPERTY SERVICES, LLC	2/19/08	TARRANT	TX			D208092439
TX0114815-000	002	STATE OF TEXAS NO. 108666	DALE PROPERTY SERVICES, LLC	2/19/08	TARRANT	TX			D208092439
TX0135995-000	001	STATE OF TEXAS NO. 109909	DALE PROPERTY SERVICES, LLC	12/16/08	TARRANT	TX			D209007204
TX0135995-000	002	STATE OF TEXAS NO. 109909	DALE PROPERTY SERVICES, LLC	12/16/08	TARRANT	TX			D209007204
TX0135995-000	003	STATE OF TEXAS NO. 109909	DALE PROPERTY SERVICES, LLC	12/16/08	TARRANT	TX			D209007204
TX0135995-000	004	STATE OF TEXAS NO. 109909	DALE PROPERTY SERVICES, LLC	12/16/08	TARRANT	TX			D209007204
TX0135995-000	005	STATE OF TEXAS NO. 109909	DALE PROPERTY SERVICES, LLC	12/16/08	TARRANT	TX			D209007204
TX0135995-000	006	STATE OF TEXAS NO. 109909	DALE PROPERTY SERVICES, LLC	12/16/08	TARRANT	TX			D209007204
TX7158784-000	001	STATE ROAD ARLINGTON, LP	MATADOR ENERGY COMPANY, LTD	2/27/07	TARRANT	TX			D207078318
42-006521-000	001	STATEWIDE CAPITAL FINANCIAL	CHESAPEAKE EXPLORATION, L.L.C.	8/31/11	TARRANT	TX			D211230011
TX2932842-000	001	STAUSSA ERVIN, A SINGLE WOMAN	THE CAFFEY GROUP LLC	5/11/09	TARRANT	TX			D209126672
TX0033784-000	001	STAYCE R BROWN	TWO ROCK, INC	3/25/07	TARRANT	TX			D207145464
TX0491862-000	001	STAYTON L & MICHELE PETTYJOHN	CHESAPEAKE EXPLORATION LLC	8/9/08	TARRANT	TX			D208415732
TX0052699-000	001	STEAGALL OIL CO OF TX, LTD	DALE RESOURCES, L.L.C.	12/1/06	TARRANT	TX			D206388745
42-0008046-000	001	STEARNS S, III & SUSAN TUCKER	CHESAPEAKE EXPLORATION LLC	8/17/13	TARRANT	TX			D213221378
TX7152748-000	001	STECEN & CATHERINE M GATZ	CIRCLE ENERGY, INC	3/16/07	TARRANT	TX			D207136137
TX0082767-000	001	STEDSON B, JR & VERNELL CARTER	DALE PROPERTY SERVICES, LLC	7/24/07	TARRANT	TX			D207286811
TX0493158-000	001	STEDWEST INVESTMENTS LLC	AXIA LAND SERVICE LLC	8/25/08	TARRANT	TX			D208354519
TX0064206-000	001	STEED INC, A TEXAS CORPORATION	DALE PROPERTY SERVICES, LLC	1/23/07	TARRANT	TX			D207090971
TX0140637-000	001	STEED INC, A TEXAS CORPORATION	DALE PROPERTY SERVICES, LLC	9/16/09	TARRANT	TX			D209253423
TX0069602-000	001	STEED, INC.	DALE PROPERTY SERVICES, LLC	1/23/07	TARRANT	TX			D207145752
TX0069604-000	001	STEED, INC.	DALE PROPERTY SERVICES, LLC	1/23/07	TARRANT	TX			D207145753
TX0422764-001	001	STEELCASE INC	CARRIZO OIL & GAS, INC	8/27/10	TARRANT	TX			D210260221
TX0422764-001	002	STEELCASE INC	CARRIZO OIL & GAS, INC	8/27/10	TARRANT	TX			D210260221
TX0015789-000	001	STEELER SNAPPER, LLC	WESTERN PRODUCTION COMPANY IN	7/31/07	TARRANT	TX			D207277095
TX0474169-000	001	STEFAN & GEORGE ATEEK	PALOMA BARNETT, LLC	4/8/08	TARRANT	TX			D208385966
42-004728-000	001	STEFAN & LAMIS ATEEK	CHESAPEAKE EXPLORATION LLC	8/23/11	TARRANT	TX			D211208425
TX0118902-000	001	STEFAN AND JENNIFER COBBS	DALE PROPERTY SERVICES, LLC	4/17/08	TARRANT	TX			D208170873
TX0407395-000	001	STEFAN B THOMAS	CHESAPEAKE EXPLORATION LLC	11/19/10	TARRANT	TX			D210289208
TX0105751-000	001	STEFAN J & NANCY H SMITH	DALE PROPERTY SERVICES, LLC	11/30/07	TARRANT	TX			D208011636
TX0119351-000	001	STEFAN M AND LAMIS ATEEK	DALE PROPERTY SERVICES, LLC	4/22/08	TARRANT	TX			D208175146
TX0023159-000	001	STEFAN P DIANO	PALOMA BARNETT, LLC	2/21/08	TARRANT	TX			D208067023
TX0146761-000	001	STEFANI J PARAMO	DALE PROPERTY SERVICES, LLC	8/5/10	TARRANT	TX			D210194375
TX0508900-000	001	STEFANIE & JOHN SLACK	FOUR SEVENS ENERGY CO LLC	7/10/08	TARRANT	TX			D208305207
TX0149405-000	001	STEFANIE A STEELE	CHESAPEAKE EXPLORATION LLC	12/3/10	TARRANT	TX			D210305006
TX2205697-004	001	STEFANIE LOIS DUTCZAK KOLPAK	CHESAPEAKE EXPLORATION LP	6/14/06	TARRANT	TX			D206369979
TX0482914-000	001	STEFANIE STRICKLER	DDJET LIMITED LLP	11/8/07	TARRANT	TX			D208119388
TX0482914-000	002	STEFANIE STRICKLER	DDJET LIMITED LLP	11/8/07	TARRANT	TX			D208119388
TX4576945-000	001	STEFFANI K GATLEY	CHESAPEAKE EXPLORATION LLC	2/5/08	TARRANT	TX			D208185771
42-050939-001	001	STEFFANIE BOOTH JONES	CHESAPEAKE EXPLORATION LLC	4/30/12	TARRANT	TX			D212127351
42-050939-001	002	STEFFANIE BOOTH JONES	CHESAPEAKE EXPLORATION LLC	4/30/12	TARRANT	TX			D212127351
TX0148907-000	001	STEFFON CLAY	CHESAPEAKE EXPLORATION LLC	11/4/10	TARRANT	TX			D210282329
TX0148912-000	001	STEFFON CLAY	CHESAPEAKE EXPLORATION LLC	11/4/10	TARRANT	TX			D210282330
TX0148913-000	001	STEFFON CLAY	CHESAPEAKE EXPLORATION LLC	11/4/10	TARRANT	TX			D210282331
TX2208832-001	001	STEGMEIER FAMILY LP	DALE RESOURCES LLC	4/11/06	TARRANT	TX			D206139714
TX0123360-000	001	STELLA & ANTONIO CRUZ	DALE PROPERTY SERVICES, LLC	5/14/08	TARRANT	TX			D208201544
42-042476-000	001	STELLA AND BEN NWANKWO	CHESAPEAKE EXPLORATION LLC	11/11/11	TARRANT	TX			D212001842
TX0063109-000	001	STELLA AND PETRA OLVERA	DALE PROPERTY SERVICES, LLC	1/18/07	TARRANT	TX			D207082755
TX0113821-000	001	STELLA B BARNES	DALE PROPERTY SERVICES, LLC	3/17/08	TARRANT	TX			D208108402
TX0124671-000	001	STELLA B ESKEW	DALE PROPERTY SERVICES, LLC	6/2/08	TARRANT	TX			D208222927
TX0062819-000	001	STELLA BARAKIS	DALE PROPERTY SERVICES, LLC	3/1/07	TARRANT	TX			D207079042
TX0511102-000	001	STELLA BENNETT BROOKS	FOUR SEVENS ENERGY CO LLC	7/13/08	TARRANT	TX			D208329052
TX2204051-006	001	STELLA BONK	DALE RESOURCES, L.L.C.	10/16/03	TARRANT	TX			D203414295
TX0082578-000	001	STELLA CREEAR & DOLANDA BARKER	DALE PROPERTY SERVICES, LLC	8/2/07	TARRANT	TX			D207283811
TX0084420-000	001	STELLA DIAZ	DALE PROPERTY SERVICES, LLC	8/15/07	TARRANT	TX			D207304041
TX0482496-000	001	STELLA DIMUZIO	DDJET LIMITED LLP	10/17/07	TARRANT	TX			D208075898
TX0068739-000	001	STELLA ESKEW	DALE PROPERTY SERVICES, LLC	4/12/07	TARRANT	TX			D207136762
TX0002380-000	001	STELLA GERTRUDE SEXTON	PALOMA BARNETT, LLC	4/16/08	TARRANT	TX			D208155321
TX0108687-000	001	STELLA GILMORE	DALE PROPERTY SERVICES, LLC	1/8/08	TARRANT	TX			D208045078
TX2207489-000	001	STELLA JANE YOUNGBLOOD	DALE RESOURCES LLC	9/27/06	TARRANT	TX			D206329787
TX0059589-000	001	STELLA JEAN WASHINGTON	DALE PROPERTY SERVICES, LLC	1/30/07	TARRANT	TX			D207054224
TX0064067-000	001	STELLA JOHNELL KELLEY	DALE PROPERTY SERVICES, LLC	2/27/07	TARRANT	TX			D207090717
TX0135140-000	001	STELLA LOUISE HARRIS HAGLER	DALE PROPERTY SERVICES, LLC	10/24/08	TARRANT	TX			D208447106
TX0460694-003	001	STELLA LOUISE NABORS	CHESAPEAKE EXPLORATION LLC	3/23/09	TARRANT	TX			D209225425
TX0126637-000	001	STELLA M & DOLANDA M BARKER	DALE PROPERTY SERVICES, LLC	6/13/08	TARRANT	TX			D208247500
TX0072709-000	001	STELLA MASHLEY	DALE PROPERTY SERVICES, LLC	4/17/07	TARRANT	TX			D207179270
TX2202881-000	001	STELLA M DEAL	DALE RESOURCES LLC	10/17/06	TARRANT	TX			D206342093

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LEASE NO.	TRACT NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	BOOK	PAGE	ENTRY
TX4573844-000	001	THE SALVATION ARMY, A GEORGIA	LV OIL AND GAS CORPORATION	5/22/07	TARRANT	TX			D207233449
TX0084991-000	001	THE SALVATION ARMY, INC	DALE PROPERTY SERVICES, LLC	7/20/07	TARRANT	TX			D207305357
TX0515583-000	001	THE SALVATION ARMY, INC	DYNAMIC PRODUCTION, INC	2/10/07	TARRANT	TX			D207210382
TX2202107-000	001	THE SALVATION ARMY, INC	DALE RESOURCES LLC	10/24/06	TARRANT	TX			D206361413
TX2205449-000	001	THE SALVATION ARMY, INC	DALE RESOURCES LLC	1/31/06	TARRANT	TX			D206068656
TX0507870-001	001	THE SCHAEFER FAMILY LV TR	FOUR SEVENS ENERGY CO, LLC	1/2/08	TARRANT	TX			D208127043
TX0125892-000	001	THE SEGOVIA FAMILY LAND TRUST	DALE PROPERTY SERVICES, LLC	6/6/08	TARRANT	TX			D208244004
TX0109276-000	001	THE SEMAAN FAMILY LP	DALE PROPERTY SERVICES, LLC	1/31/08	TARRANT	TX			D208051801
TX0109276-000	002	THE SEMAAN FAMILY LP	DALE PROPERTY SERVICES, LLC	1/31/08	TARRANT	TX			D208051801
TX0126900-000	001	THE SHARON BOSLEY REVOCABLE TR	DALE PROPERTY SERVICES, LLC	6/11/08	TARRANT	TX			D208248276
TX0126172-000	001	THE SHELLBERG FAMILY TRUST	DALE PROPERTY SERVICES, LLC	5/3/08	TARRANT	TX			D208239116
TX0025500-000	001	THE SHERER FAMILY TRUST	THE CAFFEY GROUP, LLC	10/14/08	TARRANT	TX			D209024462
TX0136033-000	001	THE SKYLAR FOSTER-GILBERT	DALE PROPERTY SERVICES, LLC	10/22/08	TARRANT	TX			D208446147
TX0136033-000	002	THE SKYLAR FOSTER-GILBERT	DALE PROPERTY SERVICES, LLC	10/22/08	TARRANT	TX			D208446147
TX0025418-000	001	THE SLOAN FAMILY TRUST	THE CAFFEY GROUP, LLC	10/14/08	TARRANT	TX			D209023677
42-004321-000	001	THE SR DAVIDSON FAMILY LIMITED	CHESAPEAKE EXPLORATION LLC	8/5/11	TARRANT	TX			D211204652
TX-002300-000	001	THE ST. BARNABAS UNITED CHURCH	CHESAPEAKE EXPLORATION LLC	4/25/11	TARRANT	TX			D211107734
TX0513843-000	001	THE STATE OF TEXAS - MF 110404	CHESAPEAKE EXPLORATION, LLC	11/3/09	TARRANT	TX			D209303816
TX0479795-000	001	THE STATE OF TEXAS - MF 110409	HARDING ENERGY PARTNERS, LLC	11/3/09	TARRANT	TX			D209312097
TX0479795-000	002	THE STATE OF TEXAS - MF 110409	HARDING ENERGY PARTNERS, LLC	11/3/09	TARRANT	TX			D209312097
TX0131997-000	001	THE STEINWEG FAMILY TRUST	DALE PROPERTY SERVICES, LLC	8/1/08	TARRANT	TX			D208322001
TX0113011-000	001	THE STEMBRIDGE FAMILY	DALE PROPERTY SERVICES, LLC	2/8/08	TARRANT	TX			D208093317
TX0461602-000	001	THE STUMBO LIVING TRUST	CHESAPEAKE EXPLORATION LLC	1/21/10	TARRANT	TX			D210053244
TX0510333-000	001	THE SUBLETT CORPORATION	FOUR SEVENS ENERGY CO, LLC	7/31/08	TARRANT	TX			D208328738
TX0509304-000	001	THE SUN FAMILY LIVING TRUST	FOUR SEVENS ENERGY CO LLC	5/15/08	TARRANT	TX			D208224770
TX0137533-000	001	THE T VO AND TUYEN LE	DALE PROPERTY SERVICES, LLC	3/6/09	TARRANT	TX			D209065430
42-0009512-000	001	THE TANGENT GROUP, LLC	CHESAPEAKE EXPLORATION LLC	6/5/14	TARRANT	TX			D214123178
42-0009512-000	002	THE TANGENT GROUP, LLC	CHESAPEAKE EXPLORATION LLC	6/5/14	TARRANT	TX			D214123178
TX0117912-000	001	THE TEXAS OAKS APARTMENTS	DALE PROPERTY SERVICES, LLC	4/24/08	TARRANT	TX			D208159174
TX0117912-000	002	THE TEXAS OAKS APARTMENTS	DALE PROPERTY SERVICES, LLC	4/24/08	TARRANT	TX			D208159174
TX0407531-000	001	THE THELMA RAE GLENN REV TRST	CHESAPEAKE EXPLORATION LLC	1/19/11	TARRANT	TX			D211018930
TX7158187-002	001	THE THI HOANG, ET AL	SNOW OPERATING CO, INC	4/20/07	TARRANT	TX			D208147308
TX0512733-000	001	THE THOMAS E. JR & RITA	FOUR SEVENS ENERGY CO, LLC	3/21/09	TARRANT	TX			D209091571
42-042532-000	001	THE TUCKER FAMILY LIVING TRUST	CHESAPEAKE EXPLORATION LLC	11/18/11	TARRANT	TX			D211288514
TX0513994-000	001	THE TYSON FAMILY TRUST	FOUR SEVENS ENERGY CO, LLC	10/12/09	TARRANT	TX			D209310176
TX0513994-000	002	THE TYSON FAMILY TRUST	FOUR SEVENS ENERGY CO, LLC	10/12/09	TARRANT	TX			D209310176
42-0005252-000	001	THE UNIVERSAL CHURCH	CHESAPEAKE EXPLORATION LLC	11/6/12	TARRANT	TX			D213251916
TX0007515-000	001	THE UNSHACKLED CHURCH	AXIA LAND SERVICES LLC	7/23/08	TARRANT	TX			D208296373
TX0076705-000	001	THE VAN NGUYEN & SAM MUI LUONG	DALE RESOURCES, LLC	11/20/06	TARRANT	TX			D206394984
TX0151471-000	001	THE VILLAS OF EASTWOOD TERRACE	CHESAPEAKE EXPLORATION LLC	2/10/11	TARRANT	TX			D211065067
TX0023241-000	001	THE VINE FELLOWSHIP	PALOMA BARNETT, LLC	2/7/08	TARRANT	TX			D208082922
TX0147771-000	001	THE VINNEDGE BUILDING LP	CHESAPEAKE EXPLORATION LLC	9/21/10	TARRANT	TX			D210235847
TX0147773-000	001	THE VINNEDGE BUILDING LP	CHESAPEAKE EXPLORATION LLC	9/21/10	TARRANT	TX			D210235848
TX0509112-000	001	THE VINNEDGE BUILDING, LP	FOUR SEVENS ENERGY CO LLC	5/7/08	TARRANT	TX			D208394674
TX0032924-000	001	THE VOICES OF REVIVAL	BOWERMAN EXPLORATION	2/6/07	TARRANT	TX			D207046985
42-044669-000	001	THE WARREN TRUST	CHESAPEAKE EXPLORATION LLC	12/12/11	TARRANT	TX			D211303746
TX-002173-000	001	THE WARREN TRUST	CHESAPEAKE EXPLORATION LLC	5/23/11	TARRANT	TX			D211123854
TX0430470-001	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210294355
TX0430471-001	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210294356
TX0430472-001	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210294357
TX0430473-001	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210294359
TX0430474-001	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210294360
TX0430475-001	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210294418
TX0435668-000	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210294358
TX0435669-000	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210298958
TX0435670-000	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210298961
TX0435671-000	001	THE WARREN TRUST	COLLINS AND YOUNG, LLC	11/6/10	TARRANT	TX			D210298962
TX0482653-000	001	THE WARREN TRUST	DDJET LIMITED LLP	10/15/07	TARRANT	TX			D208087094
TX0482654-000	001	THE WARREN TRUST	DDJET LIMITED LLP	10/15/07	TARRANT	TX			D208087095
TX0482658-000	001	THE WARREN TRUST	DDJET LIMITED LLP	10/15/07	TARRANT	TX			D208087099
TX0482662-000	001	THE WARREN TRUST	DDJET LIMITED LLP	10/15/07	TARRANT	TX			D208087103
TX0049223-001	001	THE WEBB FAMILY LIVING TRUST	PALOMA BARNETT, LLC	2/7/08	TARRANT	TX			D208052671
TX0482611-000	001	THE WEBBER LIVING TRUST	DDJET LIMITED LLP	10/10/07	TARRANT	TX			D208087104
42-0008795-000	001	THE WEST WING RACING PIGEON CL	CHESAPEAKE EXPLORATION LLC	1/29/14	TARRANT	TX			D214031848
TX0509778-000	001	THE WESTERN HILLS UNITED METHO	FOUR SEVENS ENERGY CO, LLC	6/25/08	TARRANT	TX			D208267889
42-0005508-000	001	THE WILLIAM A YEAGER REV LIV	CHESAPEAKE EXPLORATION LLC	11/6/12	TARRANT	TX			D213052689
TX0483220-000	001	THE WILLIAM AND CAMILLA ELLIOT	DDJET LIMITED LLP	1/16/08	TARRANT	TX			D208173713
TX0462472-000	001	THE WILLIAM AUGUSTUS GLADEN	AXIA LAND SERVICES, LLC	1/22/10	TARRANT	TX			D210057935
TX0462472-000	002	THE WILLIAM AUGUSTUS GLADEN	AXIA LAND SERVICES, LLC	1/22/10	TARRANT	TX			D210057935
TX0120915-000	001	THE WILLIAM D GUEST FAMILY, LP	DALE PROPERTY SERVICES, LLC	4/29/08	TARRANT	TX			D208186015
42-004453-000	001	THE WILLIAMS FAMILY TRUST	CHESAPEAKE EXPLORATION LLC	8/18/11	TARRANT	TX			D211208906
TX011632-000	001	THE WILLIAMS TRUST	DALE PROPERTY SERVICES, LLC	2/1/08	TARRANT	TX			D208078683
TX0137748-000	001	THE WILLOWS SHOPPING CENTER	DALE PROPERTY SERVICES, LLC	2/27/09	TARRANT	TX			D209068825
TX0514685-000	001	THE WILMA EDWINA WALTER ESTATE	SNOW OPERATING CO, INC	3/21/07	TARRANT	TX			D207155608
42-042334-000	001	THE WILSON FAMILY TRUST	CHESAPEAKE EXPLORATION LLC	9/22/11	TARRANT	TX			D211279134
42-042334-000	002	THE WILSON FAMILY TRUST	CHESAPEAKE EXPLORATION LLC	9/22/11	TARRANT	TX			D211279134



32.

File No. MF105814

Assign # 10291

Chesapeake et al (to) Total

Date Filed: 6-26-17

George P. Bush, Commissioner

By: 

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- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TEP Barnett USA, LLC
 777 Main St Ste 3700
 Ft. Worth, TX 76102-5304

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

JUL 12 2017

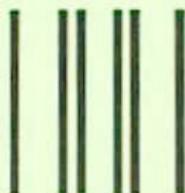
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.4. Restricted Delivery? (*Extra Fee*) Yes

7008 0150 0003 1019 9819

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



Texas General Land Office

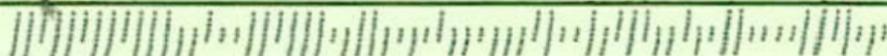
George P. Bush, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873

ATTN: Aurora Jordan 7th Energy

MF105814





Texas General Land Office

Reconciliation Billing

PO Box 12873
 Austin, TX 78711-2873
 (800) 998-4456
 8:00 - 5:00 M-F

George P. Bush, Commissioner

TEP Barnett USA, LLC
 777 MAIN ST STE 3700
 FORT WORTH, TX 76102-5304

Billing Date: 6/28/2018
Billing Due Date: 7/28/2018
 Customer Number: C000089958

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
18I00569	MF105814	\$2,941.41	\$0.00	\$294.14	\$111.39	\$3,346.94
Total Due		\$2,941.41	\$0.00	\$294.14	\$111.39	\$3,346.94

Penalty and interest have been calculated thru 6/30/2018. Payment remitted after 6/30/2018 will result in additional penalty and interest charges.

Contact Info: Thomas Kincaid (512) 463-5219 or Tom.Kincaid@GLO.TEXAS.GOV

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit <http://www.glo.texas.gov>, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

TEP Barnett USA, LLC

Billing Date: 6/28/2018

Billing Due Date: 7/28/2018

Customer Number: C000089958

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
18I00569	MF105814	\$2,941.41	\$0.00	\$294.14	\$111.39	\$3,346.94
Total Due		\$2,941.41	\$0.00	\$294.14	\$111.39	\$3,346.94
Amt. Paid						

Customer ID: C000089958
 Invoice Number:
 GLO Lease: MF105814
 GLO Review: TEP Barnett USA, LLC
 Review Period: SEP 2016 Through AUG 2017

Category Gas
 Auditor/AE: TKincaid
 Billing Date: 6/21/2018
 P&I Calculation Date: 6/30/2018
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due
May-17	09-231097	0	1.00000000	0	1	\$20,230.48	\$2,528.81	-\$412.60	\$2,941.41	350	4.75%	\$294.14	\$111.39	\$3,346.94
TOTALS		0.00				\$20,230.48	\$2,528.81	-\$412.60	\$2,941.41			\$294.14	\$111.39	\$3,346.94

ATTN: Tarra Kersh
 CERTIFIED MAIL: 7008 0150 0003 1019 9819

COMMENTS: ROYALTY DUE VS PAID ROYALTY UNDER PAYMENT TO THE GLO ON RRC LEASE #'s 09-231097, 09-236506, 09-254757, 09254974, 09-256043 & 09-256210

COLUMN (12)(13)(14): PLEASE GO TO THE BELOW WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:

<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

File No. MF 105814 (33)

Recon Billing County

Date Filed: 7/6/18

George P. Bush, Commissioner
By AT