MF109585

~~#5958~~
~~#5957~~
~~#6132 – 2.119 UNIT ACRES~~

TERMINATION
DATE 5/11/2024
LEASING
MAPS ~~JT~~
GIS MC

State Lease	*Control*	*Base File*	*County*
MF109585	56-031185		TARRANT

Survey	HIGHWAYS & PUBLIC TRANSPORTATION DE
Block	
Block Name	
Township	
Section/Tract	
Land Part	
Part Description	HIGHWAY RIGHT-OF-WAY
Acres	2.067107
Depth Below	0
Depth Above	0
Depth Other	
Name	QUICKSILVER RESOURCES, INC.
Lease Date	12/16/2008
Primary Term	3 yrs
Bonus ($)	$21,017.75
Rental ($)	$0.00
Lease Royalty	0.2500

Leasing: BB
Analyst: MS
Maps: ~~JT~~
GIS: MC



CAUTION

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Archives and Records Staff

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F1053973

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The State of Texas

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (109585)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Quicksilver Resources, Inc.**, whose address is **777 West Rosedale, Suite 300, Ft. Worth, TX 76104** hereinafter called "Lessee".

1. Lessor, in consideration of **Twenty One Thousand Seventeen 75/100 ($21,017.75)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant** State of Texas, and is described as follows:

> **2.0671072 acres** of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **2.0671072** acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three year, from December 16th, 2008** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/4** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/4** of such gas and casing head gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **$ 25.00**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

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, the 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 accruing 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. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. LESSER ESTATE CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee 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 transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to **double the shut-in royalty** and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) 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, or 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 this lease is pooled or assigned and the unit designation or 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 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. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under 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.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

Jerry E. Patterson

JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:
ML: DR
DC: CLR
CC:

Exhibit "A"
Tract 1

Re: Ownership of Mineral Estate in a portion of East Loop 820, Tarrant County, Texas **(Lake Arlington Prospect; Binder Packets covering Lots 6 through 16, Block 12, Wilkes Estates subdivision)**

This letter covers the Binder Packets containing instruments relating to the mineral ownership of Lots 6 through 16, Block 12, Wilkes Estates subdivision. Wilkes Estates subdivision is located within the J. Daniels Survey, Abstract No. 395, and is depicted on a Plat recorded in Volume 388-L, Page 58, Plat Records, Tarrant County, Texas. This letter covers mineral ownership, the application of the doctrine of strip and gore, and contains our opinion as to whether the acreage lying within East Loop 820 is leased, and provides the lease description you should include in the amendments you obtain on your Oil and Gas Lease, to ensure the mineral estate under this portion of East Loop 820 is leased.

Here, the heirs of R. J. Wilkes and wife, Ada Wilkes, the record owners of the full (8/8) surface and mineral interest in Lots 6 through 16, Block 12, and other lands located within Wilkes Estates subdivision conveyed these lands to Harry C. Trentman and Jason T. Hobbs without reservation (Volume 2839, Page 282, Deed Records).

By March 11, 1955, Harry C. Trentman and Jason T. Hobbs were the record owners of the full (8/8) surface and mineral interest in Lots 6 through 16, Block 12, and other lands lying within the Wilkes Estates subdivision (Volume 2839, Page 282, Deed Records).

By August 18, 1957, C. L. Williams was the record owner of the full (8/8) surface and mineral interest in Lot 10, Block 12 (Volume 3142, Page 550, Deed Records). On June 4, 1958, C. L. Williams conveyed a divided portion of Lot 10, Block 12, Wilkes Estates subdivision, to the State of Texas, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3223, Page 98, Deed Records; depicted in pink on Exhibit "A").

By April 9, 1957, W. S. Keller was the record owner of the full (8/8) surface and mineral interest in Lot 16, Block 12 (Volume 3105, Page 50, Deed Records). On September 26, 1958,

Exhibit "A"
Tract 1- cont.

W. S. Keller conveyed a divided portion of Lot 16, Block 12, Wilkes Estates subdivision, to the State of Texas, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3269, Page 467, Deed Records; depicted in orange on Exhibit "A").

The remainder of the lands remained owned by Harry T. Trentman and Jason T. Hobbs until portions of them were conveyed to the City of Fort Worth or the State of Texas, as detailed below.

By Deed, dated December 17, 1955, Harry C. Trentman and Jason T. Hobbs conveyed Lot 9, Block 12, Wilkes Estates subdivision to the City of Fort Worth, without reservation (Volume 2951, Page 396, Deed Records; depicted in blue on Exhibit "A"). On December 21, 1955, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed to the City of Fort Worth, Lot 8, Block 12, Wilkes Estates subdivision, without reservation (Volume 2951, Page 395, Deed Records; depicted in green on Exhibit "A"). A previous review of the City of Fort Worth's records reveals the lands acquired in the 1955 Deeds, and Deeds like it, were purchased for public road purposes, although no specific purpose was specifically stated in the Deeds. Therefore, title to Lots 8 and 9, Block 12, located within East Loop 820 are owned by the State of Texas insofar as they lie on both sides of the centerline of East Loop 820. *West v. City of Waco,* 116 Tex. 472, 294 S.W. 832 (Tex.); *Robbins v. Limestone County*, 114 Tex. 345, 268 S.W. 915 (1925). As the State of Texas owns lands in the roadway in this instance, its ownership extends towards the centerline of East Loop 820 by application of the doctrine of strip and gore, in the undersigned's opinion (a Plat depicting this acreage in green insofar as it is located east of East Loop 820's centerline, and blue insofar as it is located west of East Loop 820's centerline is attached to this Letter as Exhibit "B").

Thereafter, Harry C. Trentman and Jason T. Hobbs by Deed, dated July 1, 1958, conveyed Lot 12, Block 12, Wilkes Estates subdivision to the State of Texas, and reserved all oil, gas and sulphur, but waived the right of ingress and egress (Volume 3236, Page 176, Deed Records; depicted in purple on Exhibit "A"). On November 21, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed divided portions of Lots 6, 7 and 15, Block 12, and all of Lots 11, 13 and 14, Block 12, to the State of Texas, and reserved all oil, gas and sulphur, but waived the right of ingress and egress (Volume 3287, Page 93, Deed Records; depicted in yellow on Exhibit "A").

Lots 8 through 14, and divided portions of Lots 6, 7, 15 and 16, Block 12, Wilkes Estates subdivision are now within East Loop 820.

The record owner of the mineral estate to the divided portions of Lot 6, 7, 15 and 16, Block 12, Wilkes Estates subdivision, which lie east of East Loop 820 is Lawhon, Inc. (Tarrant County Clerk's Instrument No. D199277671, Official Public Records).

Exhibit "A"
Tract 2-5 cont.

On July 7, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed to the State of Texas, State Highway Commission, Lots 4 through 8, Block 4, Wilkes Estates subdivision, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3236, Page 174, Deed Records).

Lots 4 through 8, Block 4, and divided portions of Lots 1 through 3, Block 4, Wilkes Estates subdivision are now within East Loop 820.

The record owner of the mineral estate to Lot 11-R, Block 3, Wilkes Estates subdivision, which lies east of East Loop 820 is John H. Koslow (Tarrant County Clerk's Instrument No. D207416982, Official Public Records).

Lots 2 through 5, Block 16, Wilkes Estates subdivision

By March 11, 1955, Harry C. Trentman and Jason T. Hobbs were the record owners of the full (8/8) surface and mineral interest in Lots 2 through 5, Block 16, and other lands lying within the Wilkes Estates subdivision (Volume 2839, Page 282, Deed Records). On September 8, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed Tarrant County (State of Texas) divided portions of Lots 3 and 5, Block 16, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3258, Page 673, Deed Records). On October 24, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed Tarrant County (State of Texas) a divided portion of Lot 4, Block 16, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3278, Page 51, Deed Records).

The divided portions of Lots 3 through 5, Block 16, Wilkes Estates subdivision conveyed to the State of Texas are now within East Loop 820.

The record owner of the mineral estate to the divided portion of Lots 2 through 5, Block 16, Wilkes Estates subdivision, insofar as they lie east of East Loop 820 is Lawhon, Inc. (Tarrant County Instrument No. 199277671, Official Public Records).

Exhibit "A"
Tract 2-5

Re: Ownership of Mineral Estate in a portion of East Loop 820, Tarrant County, Texas **(Lake Arlington Prospect; Binder Packets covering Lot 11-R, Block 3, Lots 4 through 8, Block 4, and Lots 2 through 5, Block 16, Wilkes Estates subdivision)**

This letter covers the Binder Packets containing instruments relating to the mineral ownership of Lot 11-R, Block 3, Lots 4 through 8, Block 4, and Lots 2 through 5, Block 16, Wilkes Estates subdivision. Wilkes Estates subdivision is located within the J. Daniels Survey, Abstract No. 395, and is depicted on a Plat recorded in Volume 388-L, Page 58, Plat Records, Tarrant County, Texas. This letter covers mineral ownership, the application of the doctrine of strip and gore, and contains our opinion as to whether the acreage lying within East Loop 820 is leased, and provides the lease description you should include in the amendments you obtain on your Oil and Gas Leases, to ensure the mineral estate under this portion of East Loop 820 is leased.

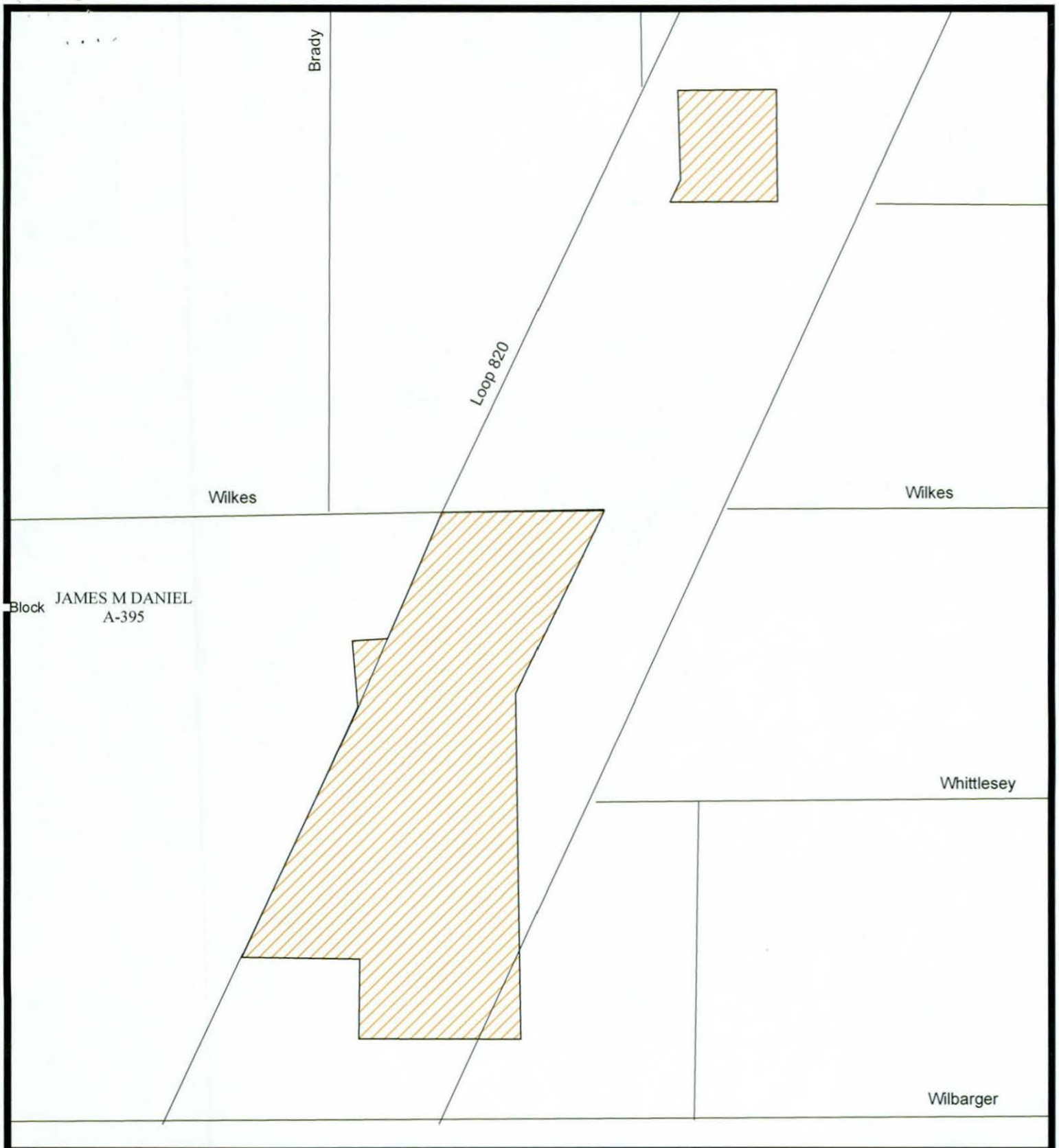
All Blocks discussed herein are located in the Wilkes Estates subdivision. Here, we begin with the heirs of R. J. Wilkes and wife, Ada Wilkes, as the record owners of the full (8/8) surface and mineral interest in the Wilkes Estates subdivision, including Lot 11-R, Block 3, Lots 4 through 8, Block 4, Lots 2 through 5, Block 16, and other lands located within Wilkes Estates subdivision. These Lots were then conveyed to Harry C. Trentman and Jason T. Hobbs in fee simple (Volume 2839, Page 282, Deed Records). After this point in time, the recent title history for each Lot (or Lots) is different. Therefore, we have separated these Lots into groups for discussion purposes to deal with the recent title history and current ownership.

Lot 11-R, Block 3, Wilkes Estates subdivision

By March 11, 1955, Harry C. Trentman and Jason T. Hobbs were the record owners of the full (8/8) surface and mineral interest in Lot 1 through 8, Block 4, and Lots 9 through 11, and other lands lying within the Wilkes Estates subdivision (Volume 2839, Page 282, Deed Records). Lots 1 through 3, Block 4, and Lots 9 through 11, Block 3, will later become Lot 11-R, Block 3.

By January 13, 1958, Otto M. Cooper was the record owner of the full (8/8) surface and mineral interest in Lots 1 and 2, Block 4 (Volume 3175, Page 263, Deed Records). On July 21, 1958, Otto M. Cooper conveyed divided portions of Lot 1 and 2, Block 4, Wilkes Estates subdivision, to Tarrant County (State of Texas), and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3235, Page 348, Deed Records).

By July 19, 1958, L. J. Jieres was the record owner of the full (8/8) surface and mineral interest in Lot 3, Block 4 (Volume 3244, Page 456, Deed Records). On September 16, 1958, L. J. Jieres conveyed a divided portion of Lot 3, Block 4, Wilkes Estates subdivision, to Tarrant County (State of Texas), and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3258, Page 665, Deed Records).



Map showing
A Buffer of Loop 820
2.0671072 ac
Tarrant County
zg 11/08

NAD_1927_Albers
Projection: Albers
False_Easting: 0.000000
False_Northing: 0.000000
Central_Meridian: -100.000000
Standard_Parallel_1: 28.000000
Standard_Parallel_2: 35.000000
Latitude_Of_Origin: 31.000000

GCS_North_American_1927

0 125 250 500 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
Information Systems - GIS
December 2, 2008

File No. NT 109585

Lease

Date Filed: 10/22/08

Jerry Patterson, Commissioner

By

KELLAM MAGEE AND COMPANY LLC
Wayne I. Norman
6198 Hickory Hollow Lane
Conroe, TX 77304
936-522-8879

October 22, 2008

No Money
MM -

10,167.71 Parc
1/4
3 yr Paid up
Rent is 25.00

Texas General Land Office
Lease Administration
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

Attention: Mr. Drew Reid

2.0671072

Regarding: Oil, Gas, and Mineral Lease
Ownership of Mineral Estate in a portion of East Loop 820
Tarrant County, Texas
Lake Arlington Prospect; Binder Packets covering Lots 6 through 16
Block 12 Wilkes Estates Subdivision

Gentlemen:

Quicksilver Resources Inc. hereby makes application to lease Texas Lake Arlington Prospect, Binder Packets covering Lots 6 through 16, Block 12 Wilkes Estates subdivision of East Loop 820, Right-of-Way located in Tarrant County, Texas. Quicksilver is an "adjacent mineral owner" to these tracts as a result of currently existing oil and gas leases.

Attached to this application are the following:

1) Plat or map of the right-of-way tracts showing the boundaries with dimensions of said tracts. Also included are references from the Department of Transportation maps with station numbers.
2) Copy of source deeds; see Title Opinion attached with source deed references.

Please feel free to contact me at 936-522-8879 or I will make myself available for a meeting at your Austin Office.

Respectfully,

Wayne I. Norman
Landman

Enclosures

2.

File No. MF109585

Letter

Date Filed: 10/22/08

Jerry Patterson, Commissioner

By

KELLAM MAGEE AND COMPANY LLC
Wayne I. Norman
6198 Hickory Hollow Lane
Conroe, TX 77304
936-522-8879

October 22, 2008

Texas General Land Office
Lease Administration
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

Attention: Mr. Drew Reid

Regarding: Oil, Gas, and Mineral Lease
Ownership of Mineral Estate in a portion of East Loop 820
Tarrant County, Texas
Lake Arlington Prospect
Binder Packets covering Lots 6 through 16, Block 12 Wilkes Estates Subdivision

Dear Mr. Reid:

Thank you for a moment of your valuable time via phone on Tuesday, October 7, 2008. Your staff has replied to my questions in a professional and expeditious manner. Your comments have been extremely helpful in the State Lease process. Attached please find the following items relating to the leasing of the above right-of-way tracts:

1) Application to lease right of way, with attachments
2) Names and Addresses of Adjacent Mineral Owners
3) Affidavit of Non-Production Within 2500 Feet
4) $100 Processing Fee
5) Written Wavier of Statutory Notice
6) Certified Copy/Copies of Adjacent Lease/Leases
7) Notarized Affidavit of Consideration Paid
8) Title Opinion
9) Is the Right-of-Way on Relinquishment Act Land

Please feel free to contact me at 936-522-8879 or I will make myself available for a meeting at your Austin Office.

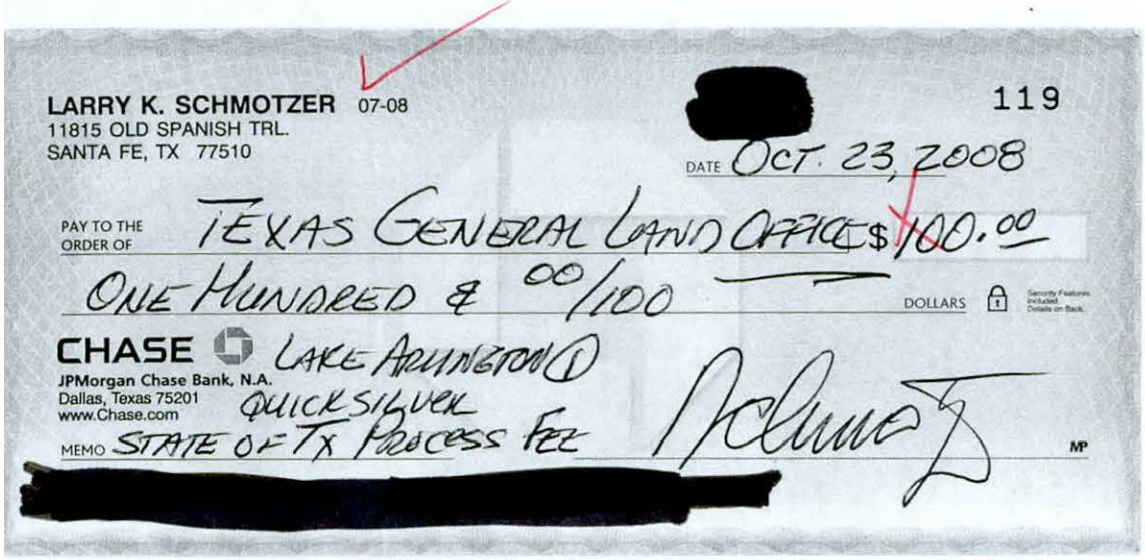
Respectfully,

Wayne I. Norman
Landman

09003674

"3301051"

121



LARRY K. SCHMOTZER 07-08
11815 OLD SPANISH TRL.
SANTA FE, TX 77510

[redacted] 119

DATE OCT. 23, 2008

PAY TO THE ORDER OF TEXAS GENERAL LAND OFFICE $100.00

ONE HUNDRED & 00/100 DOLLARS

Security Features Included. Details on Back.

CHASE
JPMorgan Chase Bank, N.A.
Dallas, Texas 75201
www.Chase.com

LAKE ARLINGTON (1)
QUICKSILVER

MEMO STATE OF TX PROCESS FEE

[redacted]

MP

08.27.01

3.

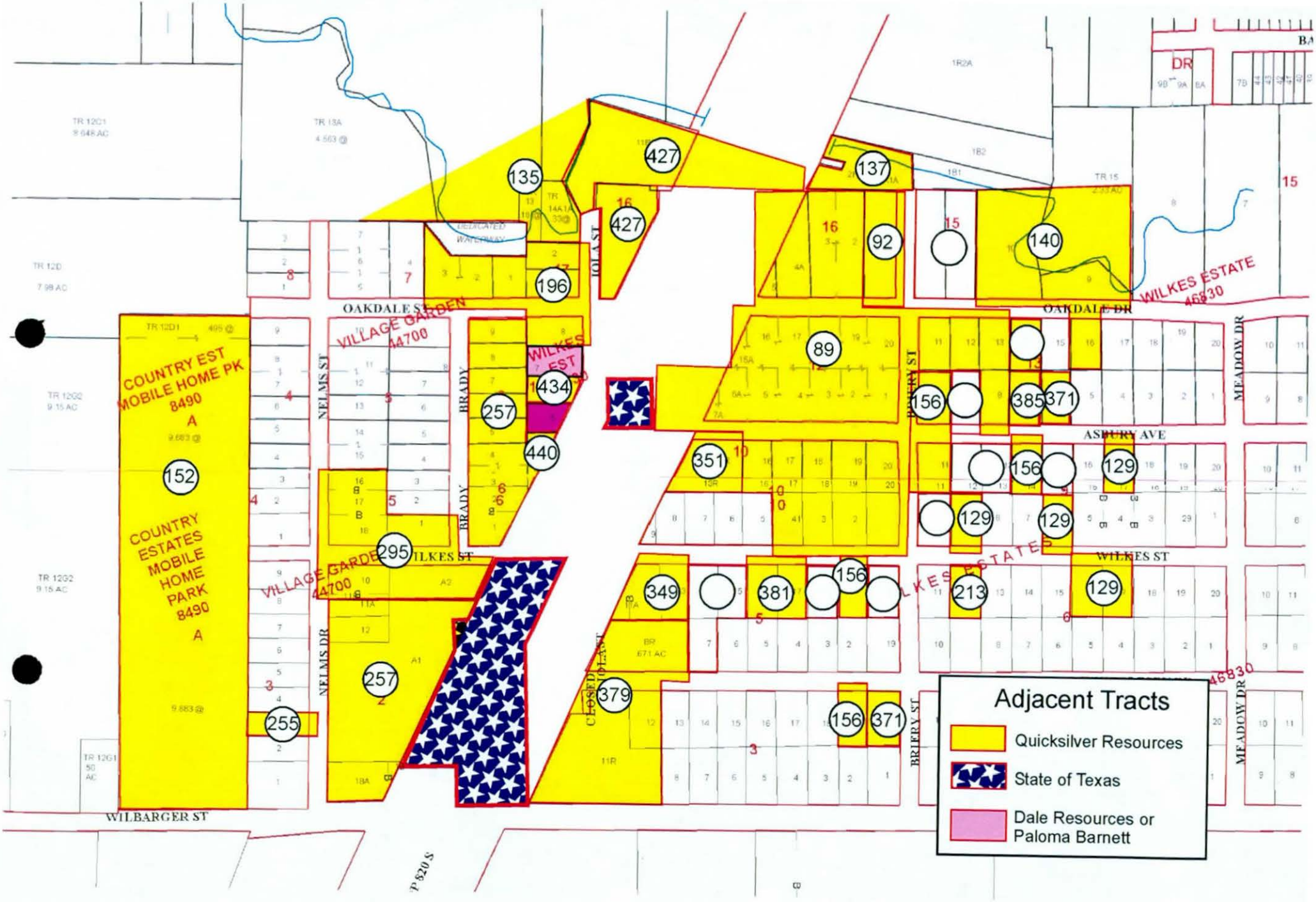
File No. MF109585

Letter + Fee

Date Filed: 10/27/08

Jerry Patterson, Commissioner

By


COUNTRY EST MOBILE HOME PK 8490 A
COUNTRY ESTATES MOBILE HOME PARK 8490 A
VILLAGE GARDEN 44700
WILKES ESTATES 46830
OAKDALE ST
OAKDALE DR
WILKES ST
ASHURY AVE
NELMS ST
NELMS DR
BRADY
BRADY ST
BRIERY ST
MEADOW DR
WILBARGER ST
CLOSED 101 AST
DEDICATED WATERWAY
TR 12D1 9.648 AC
TR 13A 4.563 @
TR 12D 7.98 AC
TR 12G2 9.15 AC
TR 12G1 50 AC
TR 14A1A 33@
TR 15 2.33 AC
1R2A
1B2
1B1
BR 67.1 AC
11R
135
427
137
92
140
196
89
156
385
371
434
257
440
351
129
295
349
381
213
379
255
Adjacent Tracts
Quicksilver Resources
State of Texas
Dale Resources or Paloma Barnett

109585

4.

File No. MF109585

Date Filed: 10/27/08

Jerry Patterson, Commissioner

By

MAP CALCULATIONS OF ACREAGE FOR EXHIBIT "A" & EXHIBIT "B" TRACTS 1 - 5

EXHIBIT "B" TRACT 1
((150'*165' = 24750 sq. ft.) + (25' * 12' = 300sq.ft. / 2 = 150 sq. ft.) = 24900 / 43,560 sq. ft. per acre = 0.5716253 acres

EXHIBIT "B" TRACT 2
157.6' * 300' = 47280 sq. ft. / 2 = 23640 sq. ft. / 43,560 sq. ft. per acre = 0.5426997 acres

EXHIBIT "B" TRACT 3
488' * 183.5842' = 89,589.089 sq. ft. / 43,560 sq. ft. per acre = 2.0566824 acres
note 183.5842' is the average of lots 1 - 7 map measurements / 7 + 25' for going to the middle of the street

EXHIBIT "B" TRACT 4
(159' * 72' = 11448 sq. ft./43,560 sq. ft. per acre = 0.2628099) + (72' * 159' = 11448 sq. ft./2 (triangle)= 5724 sq. ft./43,560 sq. ft. per acre = 0.1314049 acre) = 0.3942148 acre
note 159 is derived from 63' = 1" on the map in the majority of lots

EXHIBIT "B" TRACT 5
219.2' * 111' = 24,331.2 sq. ft. / 43,560 sq. ft. per acre = 0.5585674 acre
note 219.2 is from adding the footage written on the map for lot 8 and 9

total ac.
2.0671072

5.

File No. MP109585

Land Calculations

Date Filed: 10/27/08

Jerry Patterson, Commissioner

By

QUICKSILVER RESOURCES, INC.

LAKE ARLINGTON PROSPECT

TARRANT COUNTY, TEXAS

STATE OF TEXAS GENERAL LAND OFFICE

REQUESTED INFORMATION

TRACT NO.	LESSOR	LESSEE	BONUS CONSIDERATION PER NET MINERAL ACRE	ESTIMATED ACREAGE	DATE OF LEASE	COMMENTS
89	Lawhon, Inc. P.O. Box 40 Tolar, TX 76092	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 600.00	11.0038	7/9/2006	
92	Sherry L. Lawhon and husband, Charles W. Lawhon 3304 Hill City Highway Tolar, TX 76476	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 600.00	0.8421	11/11/2005	
96	DJK, Inc. 700 North Grant Avenue, Suite 600 Odessa, TX 79761	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 1,000.00	5.8645	11/30/2005	
129	Ernest Thomas, et ux. 5928 Baylor Street Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 600.00	6.1220	12/20/2005	
135	Eastland Real Estate Investors, LP 100 East Mason Street Fort Worth, TX 76110	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 800.00	32.8630	10/24/2005	

137	Sherry L. Lawhon and husband, Charles W. Lawhon 3304 Hill City Highway Tolar, TX 76476	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	3,043.87	1.5604	1/27/2006	
140	Joyce Ann Putman P. O. Box 7371 Fort Worth, TX76111	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	600.00	5.9860	6/10/2006	
140A	Luther D. Putman 705 Donner Street Las Vegas, Nevada 89107	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	600.00	5.9860	6/10/2006	
152	ARC18TXLP, d/b/a/, Mulberry Heights MHC 7887 Belleview Avenue, Suite 200 Englewood, CO 80111	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	4,000.00	10.1780	8/1/2006	
156	William A. Stanley, et ux., Holly P. O. Box 13187 Arlington, TX 76094	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	600.00	5.2727	7/19/2006	
196	Good Shepherd Temple of Praise, Inc. 5625 Oakdale Drive Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	1,000.00	2.0225	9/19/2006	
213	Wayne Allen Smith 5804 Wilkes Drive Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	800.00	0.3030	1/12/2007	
255	Mary Stewart a/k/a Mary L. Shero 1005 Springfield Street Mansfield, TX 76063	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	2,818.49	0.2661	7/3/2007	
257	Truck and Trailer Services, Inc. 4300 East Loop 820 South Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	2,521.75	5.1500	1/22/2007	

295	Donald K. Siewert and wife, Patricia L. Siewert 5500 Wilkes Drive Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 2,500.00	2.1928	5/1/2007	
349	Larry Riggan 9510 Ravenswood Road Granbury, TX 76049	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 1,383.00	0.5423	11/2/2007	
351	Norville Lewis Riggan, Sr. 110 North Waco Street Hillsboro, TX 76645	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 4,093.89	0.5496	11/12/2007	
371	Sunako Richey, et vir., Richey 509 South Judd Street White Settlement, TX 76108	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 2,139.80	0.7010	11/14/2007	
374	Edward J. Malone, et ux. 3906 Carey Street Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 2,475.25	0.3030	11/30/2007	
379	John J. Koslow and wife, Judy Koslow 4333 East Loop South Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 5,008.93	2.2400	11/30/2007	
381	Doris Marie Hunt, a widow 7216 Ellis Road Fort Worth, TX 76112	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 2,475.25	0.6060	12/10/2007	
385	Jose C. Cardona 5813 Asbury Avenue Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$ 2,475.25	0.3030	2/11/2008	

411	Rebel Realty, Inc., a Texas Corporation, acting by Lloyd C. Blair, President of Rebel Realty, Inc., a Texas Corporation 5617 East Rosedale Street Fort Worth, TX 76112-6929	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	10,167.71	4.9175	6/4/2008	
419	Imperial Eagle Investments, Inc., a Delaware corporation, acting by Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware Corporation 4100 East Loop 820 South Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	11,500.00	0.8705	6/30/2008	
427	Corral Fence Co., Inc., acting by Leo Mendez, President of Corral Fence Co., Inc., 4050 East Loop 820 South Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	6,000.00	2.0771	3/21/2008	
439	Sherry L. Lawhon and husband, Charles W. Lawhon 3304 Hill City Highway Tolar, TX 76476	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	28,735.63	0.0870	7/19/2008	
440	Sherry L. Lawhon and husband, Charles W. Lawhon 3304 Hill City Highway Tolar, TX 76477	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	$	28,735.63	0.0870	7/19/2008	
	Column G is Average dollar paid per net mineral acre for 27 leases listed above	**Column H is total acres for 27 leases; Column I is total DOLLARS spent for 27 leases**	**$**	**4,713.87**	**108.90**	**$ 513,325.61**	

6.

File No. MF109585

Leased Land

Date Filed: 10/27/08

Jerry Patterson, Commissioner

By

KELLAM MAGEE AND COMPANY LLC
Wayne I. Norman
6198 Hickory Hollow Lane
Conroe, TX 77304
936-522-8879

November 4, 2008

Texas General Land Office
Lease Administration
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

Attention: Mr. Drew Reid

Regarding: Oil, Gas, and Mineral Lease
Ownership of Mineral Estate in a portion of East Loop 820
Tarrant County, Texas
Lake Arlington Prospect
Binder Packets covering Lots 6 through 16, Block 12 Wilkes Estates Subdivision

Dear Mr. Reid:

Attached are the vesting deeds that are to be inserted at the back of the packet I left with you on Thursday October 23.

We will be sending you some more lease packets prior to the November 20th date you told me.

Best Regards,

Wayne I. Norman

Landman

Enclosures

7.

File No. MF 109585

Letter

Date Filed: 11/4/08

Jerry Patterson, Commissioner

By

AFFIDAVIT OF NON-PRODUCTION

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared WAYNE I. NORMAN, known to me to be a credible person above the age of twenty-one (21) years, not incapacitated in any way, who after being first duly sworn, deposes and says to wit:

Affiant states that as an independent Landman currently engaged by Quicksilver Resources, Inc. of 777 W. Rosdale, Suite 300 Ft. Worth, Texas 76104. Affiant states that from the www.drillinginfo.com web site, the State of Texas Railroad Commission website and the well location plats attached on Exhibit "A & A-1" with descriptions of said lands on Exhibit "B" through the dates of 10-22-08, the facts appear that there are no producing oil or gas wells which meet the requirement , criteria as explained in the attached "Suggested Procedures for Leasing State Highway Right-of way Tracts, Revised September, 1991". Outline II-3.

Description of Acreage Researched:

Exhibit "B"

TRACT 1: 0.5716 acres of land, more or less as shown on map

TRACT 2: 0.5427 acres of land, more or less as shown on map

TRACT 3: 2.0566 acres of land, more or less as shown on map

TRACT 4: 0.3942 acres of land, more or less as shown on map

TRACT 5: 0.0996 acres of land, more or less as shown on map

Affiant further states that said tract(s) / land(s) listed above correspond to the land listed on the attached Exhibit "B, 1-5".

Further affiant sayeth not.

Dated this 22ND day of October, 2008.

Wayne I. Norman

WAYNE I. NORMAN, Landman

SUBSCRIBED AND SWORN TO BEFORE ME this 22ND day of October, 2008.

L. KEITH SCHMOTZER
MY COMMISSION EXPIRES
September 29, 2012

Notary Public, State of Texas

Notary Printed Name

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22ND day of October, 2008, by Wayne I. Norman.

L. KEITH SCHMOTZER
MY COMMISSION EXPIRES
September 29, 2012

Notary Public in and for the State of Texas

Notary Printed Name

8.

File No. MF 109585

Affidavit

Date Filed: 1/4/08

Jerry Patterson, Commissioner

By

WAIVER OF STATUTORY NOTICE

STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS: QUICKSILVER RESOURCES, INC. of Fort Worth, Texas proposes to exercise its preferential right to lease certain lands underneath East Loop 820, Tarrant County, Texas and hereby waives the Statutory Notice of the intent of the State lease of which it is hereby entitled.

EXECUTED, this 22nd day of October, 2008.

By: _____
Wayne I. Norman, Agent

9.

File No. MF109585

Waiver

Date Filed: 11/4/08

Jerry Patterson, Commissioner

By

AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Wayne I. Norman, known to me to be a credible person above the age of twenty-one (21) years, not incapacitated in any way, who after being first duly sworn, deposes and says, to wit:

Affiant states that as an independent Landman currently engaged by Quicksilver Resources Inc., of 777 West Rosedale Street, Suite 300 Fort Worth, Texas 76104, he is aware of the consideration paid for oil and gas leases adjacent to the right-of-way tracts described below.

ACREAGE TO BE LEASED FROM STATE OF TEXAS IN TARRANT COUNTY.

The lots are Lots 6 through 16, Block 12, Wilkes Estates subdivision. Wiles Estates subdivision is located within the J. Daniels Survey, Abstract No. 395, and is depicted on a Plat recorded in Volume 388-L, Page 58, Plat Records, Tarrant County, Texas.

LEASE TRACT	LESSORS	ACRES	TERM	LEASE DATE	REFERENCE	ROYALTY RATE	BONUS PER ACRE	RENTAL
89	Lawhon, Inc.	11.0038	3 YRS	7-9-2006	D205384590	.25	$600 total $6,602.28	paid up
92	Sherry Lawhon, ET, VIR	0.8421	5 YRS	11-11-2005	D205384593	.25	$600 total $505.26	paid up
96	DJK, Inc.	5.8645	3 YRS	11-30-2005	D206067890	.25	$1,000 total $5,864.50	paid up
129	Ernest Thomas, ET, UX	6.1220	3YRS	12-20-2005	D206052095	.25	$600 total $3,673.20	paid up
135	Eastland Real Estate Investors, LP	32.8630	3YRS	10-24-2005	D205342984	.25	$800 total $26,290.40	paid up
137	Sherry Lawhon, ET, VIR	1.5604	3yrs +2	1-27-2006	D208283203	.25	$3,043.87 total $4,749.66	paid up
140	Joyce Ann Putman	5.986	3YRS	6-10-2006	D206220928	.25	$600 total $1,795.80	paid up
140A	Luther D. Putman	5.986	3YRS	6-10-2006	D206220929	.25	$600 total $1795.80	paid up
152	ARC18TXLP, DBA Mulberry Heights MHC	10.178	1.5YRS	8-1-2006	D206242435	.25	$4,000 total $40,712	paid up
156	William A. Stanley, ET UX	5.2727	5YRS	7-19-2006	D206326852	.20	$600 total $3,163.62	paid up
196	Good Shepherd Temple of Praise, Inc.	2.0225	5YRS	9-19-2006	D206390219	.20	$1,000 total $2,022.50	paid up
213	Wayne Allen Smith	0.3030	5YRS	1-12-2007	D207038209	.20	$800 total $242.40	paid up
255	Mary Stewart a/k/a Mary L. Shero	0.2661	2YRS	7-3-2007	D207264090	.25	$2818.49 total $750	paid up
257	Truck and Trailer Services, Inc.	5.1500	2YRS	1-22-2007	D204092329	.25	$2,500 total $12,987	paid up
295	Donald K. Siewert and wife, Patricia L. Siewert	2.1928	2YRS	5-1-2007	D207176508	.25	$2,500 total $5,482.00	paid up
349	Larry Riggan	0.5423	3YRS	11-2-2007	D207409033	.25	$4,149.00 total $2,250	paid up
351	Norville Lewis Riggan, Sr.	0.5496	3YRS	11-12-2007	D207432550	.25	$4,093.89 total $2,250	paid up
371	Sunako Richey, ET VIR	0.701	5YRS	11-14-2007	17371-00 lease not recorded	.25	$2,139.80 total $1,500	paid up

LEASE TRACT	LESSORS	ACRES	TERM	LEASE DATE	REFERENCE	ROYALTY RATE	BONUS PER ACRE	RENTAL
374	Edward J. Malone, ET UX	0.303	5YRS	1-30-2007	D207459984	.25	$2,475.25 total $750	paid up
379	John J. Koslow and wife, Judy Koslow	2.240	3YRS	11-30-2007	17379-00 lease not recorded	.25	$5,000 total $11,200.	paid up
381	Doris Marie Hunt, a widow	0.606	5YRS	12-10-2007	D207458156	.25	$2,475.25 total $1,500.	paid up
385	Jose C. Cardona	0.303	5YRS	2-11-08	D204243847	.25	$2,475.25 total $750	paid up
411	Rebel Realty Rebel Realty, Inc., a Texas Corporation, acting by Lloyd C. Blair, President of Rebel Realty, Inc., a Texas Corporation	4.9175	4YRS	6-30-2008	D208256953	.125	$10,167.71 total	$4,9175 paid up
419	Imperial Eagle Investments, Inc., a Delaware corporation, acting by Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware Corporation	0.8705	4YRS	6-30-2008	D208293788	.25	$11,500 total	$10,010.75 paid up
427	Corral Fence Co., Inc., acting by Leo Mendez, President of Corral Fence Co., Inc.,	2.0771	4YRS	3-21-2008	D208174274	.25	$6,000 total	$12,462.60 paid up
439	Sherry L. Lawhon and husband, Charles W. Lawhon	0.0870	3yrs +2	7-19-08	D208378506	.25	$11,961.72 total	$2,500 paid up
440	Sherry L. Lawhon and husband, Charles W. Lawhon	0.0870	3yrs +2	7-19-08	D208347986	.25	$28,735.63 total	$2,500 paid up

Affiant further states that said tracts/lands listed correspond to the lands listed as same on the attached Exhibit "A" covering the adjacent land to State of Texas, Right-of-Way, Tarrant County, Texas.

Further affiant sayeth not.

Dated this 22ND day of October, 2008

WAYNE I. NORMAN, Landman

SUBSCRIBED AND SWORN TO BEFORE ME this 22ND day of October, 2008.

L. KEITH SCHMOTZER
MY COMMISSION EXPIRES
September 29, 2012

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22ND day of October, 2008, by Wayne I. Norman.

L. KEITH SCHMOTZER
MY COMMISSION EXPIRES
September 29, 2012

Notary Public in and for the State of Texas

Notary Printed Name

Larry Schmotzer

10.

File No. WF109585

Affidavit

Date Filed: 11/4/08

Jerry Patterson, Commissioner

By

Philip C. Mani & Associates, P.C.
20726 Stone Oak Parkway, Suite 116
San Antonio, Texas 78258

Philip C. Mani
Board Certified Oil, Gas & Mineral Law,
Texas Board of Legal Specialization
Geologist (B.A. & M.S.)

Erica B. Sloan

Telephone 210.403.9461
Fax 210.403.9264
Cell 210.860.6264
email: phil@philipcmani.com
www.philipcmani.com

August 27, 2008

Quicksilver Resources Inc.
777 West Rosedale Street, Suite 300
Fort Worth, Texas 76104

Attention: Mr. Clay Blum

Re: Ownership of Mineral Estate in a portion of East Loop 820, Tarrant County, Texas **(Lake Arlington Prospect; Binder Packets covering Lot 11-R, Block 3, Lots 4 through 8, Block 4, and Lots 2 through 5, Block 16, Wilkes Estates subdivision)**

Dear Clay:

This letter covers the Binder Packets containing instruments relating to the mineral ownership of Lot 11-R, Block 3, Lots 4 through 8, Block 4, and Lots 2 through 5, Block 16, Wilkes Estates subdivision. Wilkes Estates subdivision is located within the J. Daniels Survey, Abstract No. 395, and is depicted on a Plat recorded in Volume 388-L, Page 58, Plat Records, Tarrant County, Texas. This letter covers mineral ownership, the application of the doctrine of strip and gore, and contains our opinion as to whether the acreage lying within East Loop 820 is leased, and provides the lease description you should include in the amendments you obtain on your Oil and Gas Leases, to ensure the mineral estate under this portion of East Loop 820 is leased.

All Blocks discussed herein are located in the Wilkes Estates subdivision. Here, we begin with the heirs of R. J. Wilkes and wife, Ada Wilkes, as the record owners of the full (8/8) surface and mineral interest in the Wilkes Estates subdivision, including Lot 11-R, Block 3, Lots 4 through 8, Block 4, Lots 2 through 5, Block 16, and other lands located within Wilkes Estates subdivision. These Lots were then conveyed to Harry C. Trentman and Jason T. Hobbs in fee simple (Volume 2839, Page 282, Deed Records). After this point in time, the recent title history for each Lot (or Lots) is different. Therefore, we have separated these Lots into groups for discussion purposes to deal with the recent title history and current ownership.

Lot 11-R, Block 3, Wilkes Estates subdivision

By March 11, 1955, Harry C. Trentman and Jason T. Hobbs were the record owners of the full (8/8) surface and mineral interest in Lot 1 through 8, Block 4, and Lots 9 through 11, and other lands lying within the Wilkes Estates subdivision (Volume 2839, Page 282, Deed Records). Lots 1 through 3, Block 4, and Lots 9 through 11, Block 3, will later become Lot 11-R, Block 3.

By January 13, 1958, Otto M. Cooper was the record owner of the full (8/8) surface and mineral interest in Lots 1 and 2, Block 4 (Volume 3175, Page 263, Deed Records). On July 21, 1958, Otto M. Cooper conveyed divided portions of Lot 1 and 2, Block 4, Wilkes Estates subdivision, to Tarrant County (State of Texas), and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3235, Page 348, Deed Records).

By July 19, 1958, L. J. Jieres was the record owner of the full (8/8) surface and mineral interest in Lot 3, Block 4 (Volume 3244, Page 456, Deed Records). On September 16, 1958, L. J. Jieres conveyed a divided portion of Lot 3, Block 4, Wilkes Estates subdivision, to Tarrant County (State of Texas), and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3258, Page 665, Deed Records).

On July 7, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed to the State of Texas, State Highway Commission, Lots 4 through 8, Block 4, Wilkes Estates subdivision, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3236, Page 174, Deed Records).

Lots 4 through 8, Block 4, and divided portions of Lots 1 through 3, Block 4, Wilkes Estates subdivision are now within East Loop 820.

The record owner of the mineral estate to Lot 11-R, Block 3, Wilkes Estates subdivision, which lies east of East Loop 820 is John H. Koslow (Tarrant County Clerk's Instrument No. D207416982, Official Public Records).

Lots 2 through 5, Block 16, Wilkes Estates subdivision

By March 11, 1955, Harry C. Trentman and Jason T. Hobbs were the record owners of the full (8/8) surface and mineral interest in Lots 2 through 5, Block 16, and other lands lying within the Wilkes Estates subdivision (Volume 2839, Page 282, Deed Records). On September 8, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed Tarrant County (State of Texas) divided portions of Lots 3 and 5, Block 16, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3258, Page 673, Deed Records). On October 24, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed Tarrant County (State of Texas) a divided portion of Lot 4, Block 16, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3278, Page 51, Deed Records).

The divided portions of Lots 3 through 5, Block 16, Wilkes Estates subdivision conveyed to the State of Texas are now within East Loop 820.

The record owner of the mineral estate to the divided portion of Lots 2 through 5, Block 16, Wilkes Estates subdivision, insofar as they lie east of East Loop 820 is Lawhon, Inc. (Tarrant County Instrument No. 199277671, Official Public Records).

Application of the Doctrine of Strip and Gore

Harry C. Trentman, Jason T. Hobbs, Otto M. Cooper and L. J. Jieres, conveyed all their acreage in the surrounding area away and are no longer owners of any lands adjacent to East Loop 820. Therefore a court would (i) likely hold there is no use, benefit or importance of Lots 4 through 8, Block 4, divided portions of Lots 1 through 3, Block 4, and the divided portions of Lots 3 through 5, Block 16, Wilkes Estates subdivision, which lie within East Loop 820 to Harry C. Trentman, Jason T. Hobbs, Otto M. Cooper and L. J. Jieres and (ii) apply the doctrine of strip and gore so that Lots 4 through 8, Block 4, divided portions of Lots 1 through 3, Block 4, and the divided portions of Lots 3 through 5, Block 16, Wilkes Estates subdivision within East Loop 820 are owned by the adjoining landowner on the east by extending the tract's boundary lines towards and were possible to the centerline of East Loop 820. Also, a portion of Iola Street, which the examiner has assumed is a now-abandoned prescriptive easement, traverses Lot 11-R, Block 3, Wilkes Estates subdivision, and is owned by the landowner of Lot 11-R, Block 3.

Iola Street, Whittlesy Road and Oakdale Drive

Iola Street, Whittlesy Road and Oakdale Drive traverse the acreage now located within the boundary lines of East Loop 820. The doctrine of strip and gore applies to benefit the landowners of each Lot adjacent to these streets, so that each Lot owner owns to the centerline of these streets. When the acreage now located within East Loop 820 was subsequently conveyed by the Lot owners, the Lots were conveyed (by Deeds) together with the acreage located within Iola Street, Whittlesy Road and Oakdale Drive (by the doctrine of strip and gore). The examiner has set forth ownership of the acreage located within Iola Street, Whittlesy Road and Oakdale Drive to the adjacent landowners to the centerlines of the streets by the adjoining Lot owners.

Conclusions and Recommendations

A. John J. Koslow Lease. First, John J. Koslow is the record owner of Lot 11-R, Block 3 (comprising the portion of Lots 1 through 3, Block 4, and Lots 9 through 11, Block 3, Wilkes Estates subdivision) which lie outside East Loop 820, as depicted on a plat, dated October 22, 1983, recorded in Volume 388-167, Page 40, Plat Records. It is the undersigned's opinion that John J. Koslow also owns the minerals under East Loop 820 adjacent to the portions of Lots 1 through 3, Block 4, and Lots 9 through 11, Block 3, Wilkes Estates subdivision, westward to the centerline of East Loop 820 SAVE AND EXCEPT Lots 1 through 6, Block 4, Village Gardens Subdivision which were conveyed in the Deed, dated April 6, 1956, from O. L. Nelms, Trustee, to the City of Fort Worth without mineral reservation (Volume 2979, Page 465, Deed Records; Exhibit "A" depicts all of the acreage in which John J. Koslow owns the minerals under in purple, and all the acreage which the State of Texas owns the minerals under in green). The examiner has reviewed an Oil, Gas and Mineral Lease, from John J. Koslow, as Lessor, to Marshall R. Young, as Lessee, covering the above-described lands located in the J. Daniel Survey, Abstract No. 395, Tarrant County, Texas (Tarrant County Clerk's Instrument No.

D207458155, Official Public Records). It is the examiner's opinion the Lease acquired from John J. Koslow to Marshall R. Young, Inc. is not sufficient to "pick-up" the above-described lands and the acreage owned by the Lessor within East Loop 820 acquired by application of the doctrine of strip and gore by the Lease's Mother Hubbard clause.

In addition, the Oil and Gas Lease from John J. Koslow uses a correct Plat reference, but recites an incorrect instrument number for the Source Deed. The Source Deed in the Oil and Gas Lease should be replaced with the following Source Deed reference: "Special Warranty Deed, dated July 7, 2003, from Leito's Supply, Inc. to Leito Enterprises, L.P., a Texas limited partnership, bearing County Clerk's Instrument Number D203471731 of the Official Public Records of Tarrant County, Texas."

First Requirement: You should amend the above-referenced Oil and Gas Lease from John J. Koslow. The Oil and Gas Lease should be amended to report the correct Source Deed instrument number as follows: "Special Warranty Deed, dated July 7, 2003, from Leito's Supply, Inc. to Leito Enterprises, L.P., a Texas limited partnership, bearing County Clerk's Instrument Number D203471731 of the Official Public Records of Tarrant County, Texas." The Oil and Gas Lease should also be expressly amended to include that portion of East Loop 820 to its centerline which lies adjacent to the lands described in the Lease by adding to the lands described the following: "This lease also covers the lands located within the lateral boundaries of East Loop 820, west of and contiguous to Lot 11-R, Block 3, Wilkes Estates subdivision which lie under East Loop 820 by extension of the boundary lines through to the centerline of East Loop 820, together with all strips, gores and other acreage owned or claimed by Lessor located adjacent thereto SAVE AND EXCEPT Lots 1 through 6, Block 1, Village Gardens Addition, being the lands described in a Deed, dated April 6, 1956, from O. L. Nelms, Trustee to the City of Fort Worth, recorded in Volume 2979, Page 465, Deed Records, Tarrant County, Texas." The Amendment should contain words of grant.

B. Lawhon, Inc. Lease. Lawhon, Inc. is the record owner of divided portions of Lots 3 through 5, and all of Lot 2, Block 16, Wilkes Estates subdivision which lie outside East Loop 820. It is the undersigned's opinion that Lawhon, Inc. also own the minerals under East Loop 820 adjacent to the divided portions of Lots 3 through 5, and all of Lot 2, Block 16, Wilkes Estates subdivision (conveyed to them by Deed) westward to the centerline of East Loop 820, SAVE AND EXCEPT Lot 7 which was conveyed in the Deed, dated April 5, 1956, from Harry C. Trentman and Jason T. Hobbs to the City of Fort Worth, without mineral reservation (Volume 2992, Page 225, Deed Records; Exhibit "B" depicts all of the acreage in which Lawhon, Inc. owns the minerals under in orange, and all the acreage which the State of Texas owns the minerals under in green). The examiner has reviewed an Oil, Gas and Mineral Lease, from Lawhon, Inc., as Lessor, to Marshall R. Young, as Lessee, covering the above-described lands located in the J. Daniels Survey, Abstract No. 395, Tarrant County, Texas, containing a Mother Hubbard clause (the Memorandum of which is recorded as Tarrant County Clerk's Instrument No. D205384590, Official Public Records).

It is the examiner's opinion the Lease acquired from Lawhon, Inc. to M arshall R. Young, Inc. is not sufficient to "pick-up" the above-described lands and the acreage owned by the Lessor within East Loop 820 acquired by application of the doctrine of strip and gore by the Lease's Mother Hubbard clause.

Second Requirement: You should amend the above-referenced Oil and Gas Lease from Lawhon, Inc. The Oil and Gas Lease should be amended to expressly include that portion of East Loop 820 to its centerline which lies adjacent to the lands described in the Lease by adding to the lands described the following: "This lease also covers the lands located within the lateral boundaries of East Loop 820, west of and contiguous to Lot 2, and divided portions of Lots 3 through 5, Block 16, Wilkes Estates subdivision, which lie under East Loop 820 by extension of the boundary lines through to the centerline of East Loop 820, together with all strips, gores and other acreage owned or claimed by Lessor located adjacent thereto, SAVE AND EXCEPT Lot 7, Block 16, being the lands described in a Deed, dated April 5, 1956, from Harry C. Trentman and Jason T. Hobbs to the City of Fort Worth, recorded in Volume 2992, Page 225, Deed Records, Tarrant County, Texas." The Amendment should contain words of grant.

C. West of centerline of Loop 820. The undersigned previously reviewed title to Lots 4 through 8, Block 4, Wilkes Estates subdivision and Lots 1 through 6, Block 1, Village Gardens Subdivision, which comprise the tracts lying within East Loop 820 and west of its centerline. A Letter covering those tracts was submitted June 26, 2008 (a Plat depicting the entire acreage located within Loop 820 adjacent to Block 4 of Wilkes Estates subdivision and Block 1 of Village Gardens Subdivision is attached to this Letter on its Exhibit "A").

The undersigned previously reviewed title to Lots 6 through 10, Block 16, Wilkes Estates subdivision which comprise the tracts lying west of the centerline of East Loop 820. A Revised Letter covering those tracts was submitted April 23, 2008 (a Plat depicting the entire acreage located within Loop 820 and Block 16 of Wilkes Estates subdivision is attached to this Letter on its Exhibit "B").

If you have any questions or comments, please do not hesitate to call.

Very truly yours,

Erica B. Sloan

Attachments

11.

File No. MF 109585

Mineral Ownership ltr.

Date Filed: 11/4/08

Jerry Patterson, Commissioner

By

Philip C. Mani & Associates, P.C.
20726 Stone Oak Parkway, Suite 116
San Antonio, Texas 78258

Philip C. Mani
Board Certified Oil, Gas & Mineral Law,
Texas Board of Legal Specialization
Geologist (B.A. & M.S.)

Erica B. Sloan

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www.philipcmani.com

August 27, 2008

Quicksilver Resources Inc.
777 West Rosedale Street, Suite 300
Fort Worth, Texas 76104

Attention: Mr. Clay Blum

Re: Ownership of Mineral Estate in a portion of East Loop 820, Tarrant County, Texas **(Lake Arlington Prospect; Binder Packets covering Lots 6 through 16, Block 12, Wilkes Estates subdivision)**

Dear Clay:

This letter covers the Binder Packets containing instruments relating to the mineral ownership of Lots 6 through 16, Block 12, Wilkes Estates subdivision. Wilkes Estates subdivision is located within the J. Daniels Survey, Abstract No. 395, and is depicted on a Plat recorded in Volume 388-L, Page 58, Plat Records, Tarrant County, Texas. This letter covers mineral ownership, the application of the doctrine of strip and gore, and contains our opinion as to whether the acreage lying within East Loop 820 is leased, and provides the lease description you should include in the amendments you obtain on your Oil and Gas Lease, to ensure the mineral estate under this portion of East Loop 820 is leased.

Here, the heirs of R. J. Wilkes and wife, Ada Wilkes, the record owners of the full (8/8) surface and mineral interest in Lots 6 through 16, Block 12, and other lands located within Wilkes Estates subdivision conveyed these lands to Harry C. Trentman and Jason T. Hobbs without reservation (Volume 2839, Page 282, Deed Records).

By March 11, 1955, Harry C. Trentman and Jason T. Hobbs were the record owners of the full (8/8) surface and mineral interest in Lots 6 through 16, Block 12, and other lands lying within the Wilkes Estates subdivision (Volume 2839, Page 282, Deed Records).

By August 18, 1957, C. L. Williams was the record owner of the full (8/8) surface and mineral interest in Lot 10, Block 12 (Volume 3142, Page 550, Deed Records). On June 4, 1958, C. L. Williams conveyed a divided portion of Lot 10, Block 12, Wilkes Estates subdivision, to the State of Texas, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3223, Page 98, Deed Records; depicted in pink on Exhibit "A").

By April 9, 1957, W. S. Keller was the record owner of the full (8/8) surface and mineral interest in Lot 16, Block 12 (Volume 3105, Page 50, Deed Records). On September 26, 1958,

W. S. Keller conveyed a divided portion of Lot 16, Block 12, Wilkes Estates subdivision, to the State of Texas, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3269, Page 467, Deed Records; depicted in orange on Exhibit "A").

The remainder of the lands remained owned by Harry T. Trentman and Jason T. Hobbs until portions of them were conveyed to the City of Fort Worth or the State of Texas, as detailed below.

By Deed, dated December 17, 1955, Harry C. Trentman and Jason T. Hobbs conveyed Lot 9, Block 12, Wilkes Estates subdivision to the City of Fort Worth, without reservation (Volume 2951, Page 396, Deed Records; depicted in blue on Exhibit "A"). On December 21, 1955, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed to the City of Fort Worth, Lot 8, Block 12, Wilkes Estates subdivision, without reservation (Volume 2951, Page 395, Deed Records; depicted in green on Exhibit "A"). A previous review of the City of Fort Worth's records reveals the lands acquired in the 1955 Deeds, and Deeds like it, were purchased for public road purposes, although no specific purpose was specifically stated in the Deeds. Therefore, title to Lots 8 and 9, Block 12, located within East Loop 820 are owned by the State of Texas insofar as they lie on both sides of the centerline of East Loop 820. *West v. City of Waco,* 116 Tex. 472, 294 S.W. 832 (Tex.); *Robbins v. Limestone County*, 114 Tex. 345, 268 S.W. 915 (1925). As the State of Texas owns lands in the roadway in this instance, its ownership extends towards the centerline of East Loop 820 by application of the doctrine of strip and gore, in the undersigned's opinion (a Plat depicting this acreage in green insofar as it is located east of East Loop 820's centerline, and blue insofar as it is located west of East Loop 820's centerline is attached to this Letter as Exhibit "B").

Thereafter, Harry C. Trentman and Jason T. Hobbs by Deed, dated July 1, 1958, conveyed Lot 12, Block 12, Wilkes Estates subdivision to the State of Texas, and reserved all oil, gas and sulphur, but waived the right of ingress and egress (Volume 3236, Page 176, Deed Records; depicted in purple on Exhibit "A"). On November 21, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed divided portions of Lots 6, 7 and 15, Block 12, and all of Lots 11, 13 and 14, Block 12, to the State of Texas, and reserved all oil, gas and sulphur, but waived the right of ingress and egress (Volume 3287, Page 93, Deed Records; depicted in yellow on Exhibit "A").

Lots 8 through 14, and divided portions of Lots 6, 7, 15 and 16, Block 12, Wilkes Estates subdivision are now within East Loop 820.

The record owner of the mineral estate to the divided portions of Lot 6, 7, 15 and 16, Block 12, Wilkes Estates subdivision, which lie east of East Loop 820 is Lawhon, Inc. (Tarrant County Clerk's Instrument No. D199277671, Official Public Records).

Application of the Doctrine of Strip and Gore

Harry C. Trentman, Jason T. Hobbs, C. L. Williams and W. S. Keller, conveyed all their acreage in the surrounding area away and are no longer owners of any lands adjacent to East Loop 820. Therefore a court would (i) likely hold there is no use, benefit or importance of Lots 8 through 14, and divided portions of Lots 6, 7, 15 and 16, Block 12, Wilkes Estates subdivision, which lie within East Loop 820 to Harry C. Trentman, Jason T. Hobbs, C. L. Williams and W. S. Keller and (ii) apply the doctrine of strip and gore so that Lots 6, 7, 15 and 16, Block 12, Wilkes Estates subdivision within East Loop 820 are owned by the adjoining landowner on the east by extending the tract's boundary lines towards and possibly to the centerline of East Loop 820. Also, Asbury Avenue, Oakdale Drive and Iola Street, which the examiner has assumed are prescriptive easements comprising the southern, northern and western boundary lines respectively, of Block 12, Wilkes Estates subdivision, are owned to their centerlines by the adjoining landowners.

Asbury Avenue, Oakdale Drive and Iola Street

Asbury Avenue, Oakdale Drive and Iola Street traverse the acreage now located within the boundary lines of East Loop 820. The doctrine of strip and gore applies to benefit the landowners of each Lot adjacent to these streets, so that each Lot owner owns to the centerlines of these streets. When the acreage now located within East Loop 820 was subsequently conveyed by the Lot owners, the Lots were conveyed (by Deeds) together with the acreage located within Asbury Avenue, Oakdale Drive and Iola Street (by the doctrine of strip and gore). The examiner has set forth ownership of the acreage located within Asbury Avenue, Oakdale Drive and Iola Street to the adjacent landowners to the centerlines of the streets by the adjoining landowners.

Conclusions and Recommendations

A. Lawhon, Inc. Lease. Lawhon, Inc. is the record owner of divided portions of Lots 6, 7, 15, and 16, Block 12, Wilkes Estates subdivision which lie outside East Loop 820. It is the undersigned's opinion that Lawhon, Inc. also own the minerals under East Loop 820 adjacent to the divided portions of Lots 6, 7, 15, and 16, Block 12, Wilkes Estates subdivision (conveyed to them by Deed) westward to the centerline of East Loop 820, SAVE AND EXCEPT Lots 8 and 9 which were conveyed in the Deeds, dated December 17 and 21, 1955, from Harry C. Trentman and Jason T. Hobbs to the City of Fort Worth, without mineral reservation (Volume 2951, Pages 395 and 396, Deed Records; Exhibit "B" depicts all of the acreage in which Lawhon, Inc. owns the minerals under in pink, and all the acreage which the State of Texas owns the minerals under in green). The examiner has reviewed an Oil, Gas and Mineral Lease, from Lawhon, Inc., as Lessor, to Marshall R. Young, as Lessee, covering the above-described lands located in the J.

Daniels Survey, Abstract No. 395, Tarrant County, Texas, containing a Mother Hubbard clause (the Memorandum of which is recorded as Tarrant County Clerk's Instrument No. D205384590, Official Public Records).

It is the examiner's opinion the Lease acquired from Lawhon, Inc. to Marshall R. Young, Inc. is not sufficient to "pick-up" the above-described lands and the acreage owned by the Lessor within East Loop 820 acquired by application of the doctrine of strip and gore by the Lease's Mother Hubbard clause.

First Requirement: You should amend the above-referenced Oil and Gas Lease from Lawhon, Inc. The Oil and Gas Lease should be amended to expressly include that portion of East Loop 820 to its centerline which lies adjacent to the lands described in the Lease by adding to the lands described the following: "This lease also covers the lands located within the lateral boundaries of East Loop 820, west of and contiguous to the divided portions of Lots 6, 7, 15 and 16, Block 12, Wilkes Estates subdivision, which lie under East Loop 820 by extension of the boundary lines through to the centerline of East Loop 820, together with all strips, gores and other acreage owned or claimed by Lessor located adjacent thereto, SAVE AND EXCEPT Lots 8 and 9, Block 12, Wilkes Estates subdivision conveyed in the two (2) Deeds, dated December 17 and 21, 1955, from Harry C. Trentman and Jason T. Hobbs to the City of Fort Worth, recorded in Volume 2951, Pages 395 and 396, Deed Records, Tarrant County, Texas." The Amendment should contain words of grant.

B. State of Texas Lease. The State of Texas is the owner of Lots 8 and 9, Block 12, Wilkes Estates sudivision (see discussions above). It is the undersigned's opinion that Lots 8 and 9, Block 12, insofar as they are east of the centerline of East Loop 820 are owned by the State of Texas by application of the doctrine of strip and gore. In the undersigned's opinion, Lot 9 insofar as it lies west of the centerline of East Loop 820 is also owned by the State of Texas, as discussed above (Exhibit "B" depicts all the acreage in which the State of Texas owns the minerals under east of East Loop 820's centerline in green, and west of East Loop 820's centerline in blue).

Second Requirement: You should obtain an Oil, Gas and Mineral Lease, from the State of Texas, as Lessor, to Quicksilver Resources Inc., as Lessee, covering the following-described lands located in the J. Daniels Survey, Abstract No. 395, Tarrant County, Texas: "being the lands described in the Deeds, dated December 17 and 21, 1955, from Harry C. Trentman and Jason T. Hobbs to the City of Fort Worth, recorded in Volume 2951, Pages 395 and 396, Deed Records, Tarrant County, Texas, being Lots 8 and 9, Block 12, Wilkes Estates subdivision, as depicted on a Plat recorded in Volume 388-L, Page 58, Plat Records, Tarrant County, Texas and together with all strips, gores and other acreage owned or claimed by Lessor located adjacent thereto."

C. <u>West of centerline of Loop 820</u>. Lots 10 through 13, Block 12, Wilkes Estates subdivision, insofar as they lie west of the centerline of East Loop 820, are owned "by the adjoining landowner to the west" (Exhibit "B" depicts all of the acreage in which the "adjoining landowner to the west" owns the minerals under in orange). The undersigned has not reviewed title to Lots 4 through 8, Block 11, Wilkes Estates subdivision which comprise the tracts lying outside of East Loop 820 to the west. The examiner's determination and opinion regarding the ownership of Lots 4 through 8, Block 11, Wilkes Estates subdivision, is necessary to determine ownership of Lots 10 through 13, Block 12 insofar as they are located west of East Loop 820's centerline. The undersigned has simply described the ownership of this portion of Lots 10 through 13, Block 12, Wilkes Estate subdivision, herein as being in the "adjoining landowner to the west". The "adjoining landowner on the west" of East Loop 820 will own so much of Lots 10 through 13, Block 12, Wilkes Estates subdivision, insofar as they are between the centerline of East Loop 820 and East Loop 820's eastern boundary line, with the exception of the portion of Lot 9 which lies west of the centerline to East Loop 820, which is owned by the State of Texas.

<u>Third Requirement</u>: If your proposed operations include the portion of Lots 4 through 8, Block 11, Wilkes Estates subdivision, and Lots 10 through 13, Block 12, Wilkes Estates subdivision located west of the centerline of East Loop 820, you should obtain and submit for examination the deeds and other instruments affecting title to Lots 4 through 8, Block 11, Wilkes Estates subdivision.

If you have any questions or comments, please do not hesitate to call.

Very truly yours,

Erica B. Sloan

Attachments

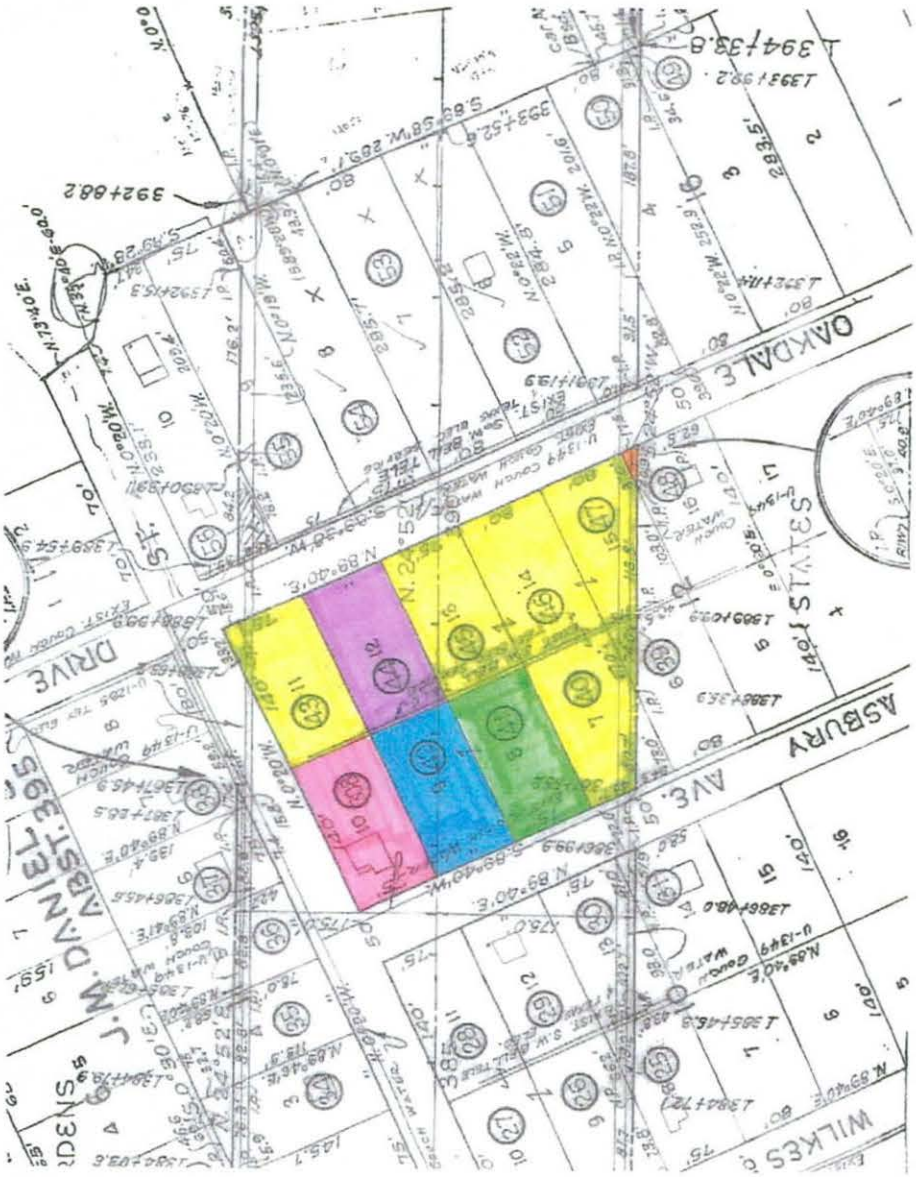


EXHIBIT "A"

Tracts Within Loop 820
Block 12, Wilkes Estates Subdivision

- Lot 8, Block 12 (Volume 2951, Page 395, Deed Records)
- Lot 9, Block 12 (Volume 2951, Page 396, Deed Records)
- Lot 10, Block 12 (Volume 3223, Page 98, Deed Records)
- Lot 11, 13 and 14, and divided portions of Lots 6, 7 and 15 (Volume 3287, Page 93, Deed Records)
- Lot 12, Block 12 (Volume 3236, Page 176, Deed Records)
- Lot 16, Page 12, (Volume 3269, Page 467, Deed Records)

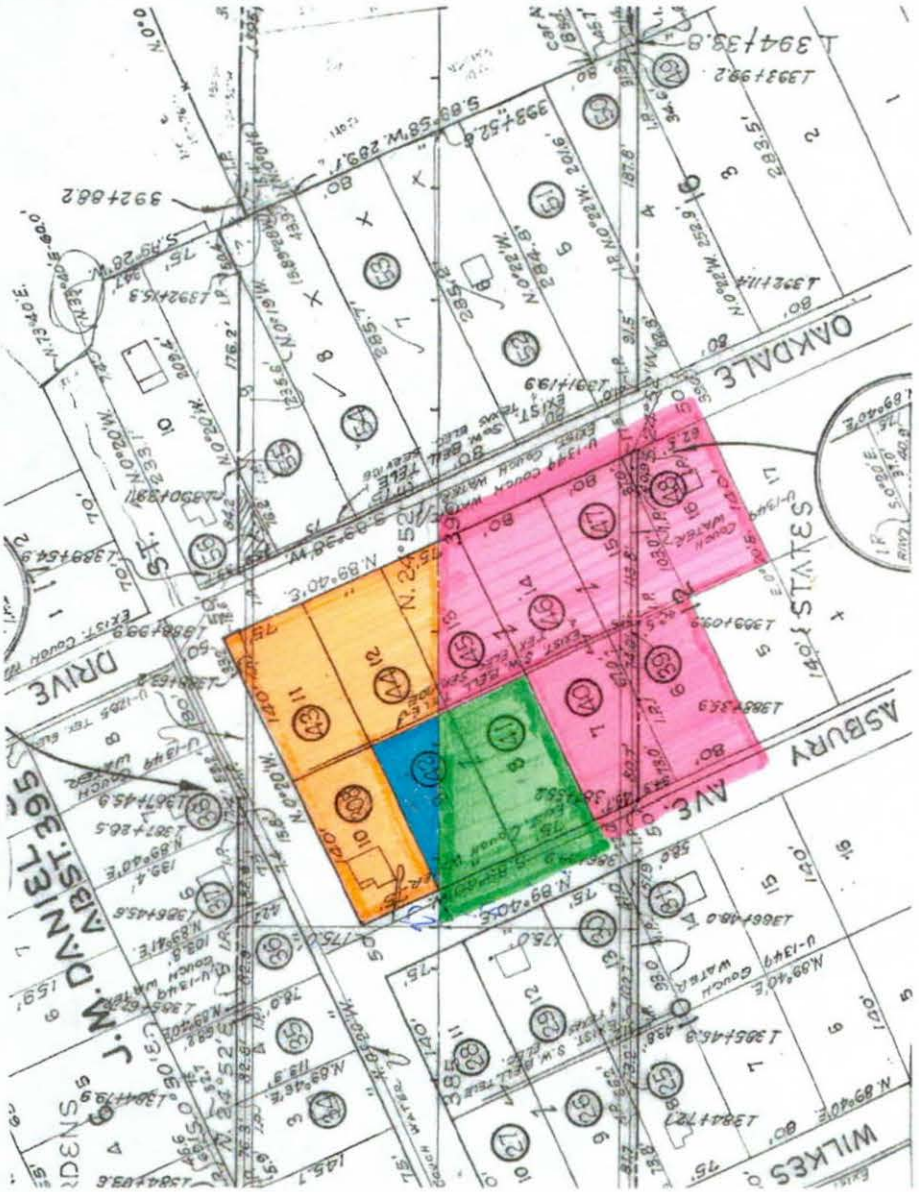


EXHIBIT "B"

Ownership Depiction
Block 12 Wilkes Estates subdivision

- Lawhon, Inc.
- State of Texas west of centerline
- State of Texas east of centerline
- "Adjoining landowner to the west"

12.

File No. MF109585

Mineral Ownership Ltr.

Date Filed: 11/4/08

Jerry Patterson, Commissioner

By

3223
98

98

Texas Highway Department
Form D-15-11

39781-200

DEED

CONTROLLED ACCESS HIGHWAY FACILITY

STATE OF TEXAS }
County of Tarrant }

WHEREAS, the State Highway Commission has been authorized under House Bill 179, Acts of the 55th Legislature, Regular Session, 1957, to purchase land and such other property rights deemed necessary for the purposes of facilitating the construction, maintenance and operation of Controlled Access Highways; and,

WHEREAS, the purchase of the hereinafter described premises has been deemed necessary by the State Highway Commission for the purposes of facilitating the construction, maintenance and operation of a Controlled Access Highway facility;

KNOW ALL MEN BY THESE PRESENTS:

That C. L. Williams and wife Faye Williams

of the County of Tarrant, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Fifty-Two Hundred Eighty & no/100 ($5280.00) DOLLARS, to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Tarrant, State of Texas, and being more particularly described as follows, to-wit:

Situated in Tarrant County, Texas, and being all of Lot 10, Block 12, WILKES ESTATES, a part of the J. M. Daniels Survey, Abst. No. 395, as recorded in Vol. 388-L, Page 58, Tarrant County Deed Records, an Addition to the City of Fort Worth, Texas.

SAVE AND EXCEPT HOWEVER, it is expressly understood and agreed that grantors are retaining title to only the following described improvements located on the above described premises, to wit:

(1) Frame residence
(2) Frame garage
(3) Fences

SUBJECT HOWEVER, to the limitation that in the event grantors fail or refuse, for any reason, to remove such above described improvements by August 1, 1958, subject, however, to such extensions of time as may be granted by the State in writing, the title to all or any part of such improvements not so removed, shall pass without further consideration to and rest in the State of Texas forever.

The Grantors reserve all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the title and rights of the State to take and use, without additional compensation, all other minerals and materials thereon, therein or thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, forever. And the Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by this instrument.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 11th day of June, 1958.

C. L. Williams

Faye Williams

DOCUMENTARY DOCUMENTAIRE

DOCUMENTARY — UNITED STATES INTERNAL REVENUE — $2.75

DOCUMENTARY — UNITED STATES INTERNAL REVENUE — $2.75

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Tarrant

Before me, C. F.Faubion, a notary public in and for said County and State, on this day personally appeared C. L. Williams, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 4th day of ~~May~~, June, 1958.

C. F. Faubion

Notary Public in and for Tarrant County, Texas

Form D-15-11

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Tarrant

Before me, C. F.Faubion, a notary public in and for said County and State, on this day personally appeared Faye Williams, wife of C. L. Williams, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Faye Williams acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 4th day of ~~May~~, June, 1958

C. F. Faubion

Notary Public in and for Tarrant County, Texas.

Filed for Record JUL 8 1958 at 1:39 P.M.

And Recorded JUL 11 1958 at 11:26 A.M.

Instrument No. 39781

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By _____ Deputy

39782 - 175

100—WARRANTY DEED (WITH VENDOR'S LIEN) TEXAS STANDARD FORM

The State of Texas,
County of TARRANT

Know All Men by These Presents:

That we, CHARLES L. BALDWIN and wife, ANNABEL BALDWIN,

of the County of Tarrant, State of Texas for and in consideration of the sum of ELEVEN THOUSAND FIVE HUNDRED AND NO/100 ($11,500.00) DOLLARS

to us paid, and secured to be paid, by LOWELL C. EPPS and wife, MILDRED S. EPPS,

3269
467

and which said note is set out and described in a certain DEED OF TRUST

executed by EARL D. LANE and wife, FRANCES J. LANE

to THOMAS M. RYAN TRUSTEE, and recorded in Volume 1421, Page 668, records of Deeds of Trust of TARRANT County, Texas, and secured by the Deed of Trust lien therein expressed, on the following described lot, or parcel of land, situated in the County of TARRANT State of Texas, to-wit:

Lot 8, Block 21, RICHLAND HILLS ADDITION, an addition to the City of Fort Worth, Tarrant County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned the payee and owner and holder of said note, for and in consideration of the sum of Ten and no/100 - - - - - - - - - - - - - - - - (10.00) - - - - - - - - Dollars and other good and valuable considerations to it in hand paid by FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation receipt of which is hereby acknowledged, have Sold, Transferred and Conveyed, and do hereby Sell, Transfer and Convey unto said FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation of Dallas, Texas, the said Note and said lien and all liens and titles held by it in and to said land.

To have and to hold the same unto the said FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation its successors and assigns forever.

EXECUTED this 25th day of November, A. D. 19 58

ATTEST: RYAN MORTGAGE COMPANY

Assistant Secretary By Vice President

THE STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared W. J. Phipps, Vice-President, Ryan Mortgage Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of said Corporation and in the capactiy therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 25th day of November A. D. 19 58

(L. S.)

Norma Adams
Notary Public, Tarrant County, Texas
Norma Adams

Filed for Record DEC 2 1958 at 11:21 AM.
And Recorded DEC 10 1958 at 8:22 A.M.
Instrument No. 76229
MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By A Cathey Deputy

Texas Highway Department
Form D-15-11

76230-n/c

9002-8-4
Parcel No. 48

DEED

CONTROLLED ACCESS HIGHWAY FACILITY

STATE OF TEXAS
County of TARRANT

WHEREAS, the State Highway Commission has been authorized under House Bill 179, Acts of the 55th Legislature, Regular Session, 1957, to purchase land and such other property rights deemed necessary for the purposes of facilitating the construction, maintenance and operation of Controlled Access Highways; and,

WHEREAS, the purchase of the hereinafter described premises has been deemed necessary by the State Highway Commission for the purposes of facilitating the construction, maintenance and operation of a Controlled Access Highway facility;

468

KNOW ALL MEN BY THESE PRESENTS:

That W. S. Keller and wife, Clettis L. Keller,

of the County of Tarrant, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TWENTY AND NO/100 (20.00)---------- DOLLARS, to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Tarrant, State of Texas, and being more particularly described as follows, to-wit:

Being a part of Lot 16, Block 12, WILKES ESTATES, an Addition to the City of Fort Worth, Tarrant County, Texas, as recorded in Volume 388-L, page 58, of the Deed Records of Tarrant County, Texas, conveyed by H. C. Trentman to W. S. Keller by deed dated April 9, 1957, and recorded in Volume 3105, Page 50, of the Tarrant County Deed Records, and being more particularly described as follows:

BEGINNING at an iron pin in the West line of said Lot 16, North 0° 20' West, 103.0 feet from the Southwest corner of said lot, and said point being in the East right of way line of Loop Highway No. 217, 175.0 feet normal from centerline station 390+64.6 on said highway;

THENCE North 0°20' West with the West line of said lot 37.0 feet to the Northwest corner of said lot;

THENCE North 89°40' East with the North line of said Lot, 17.5 feet to an iron pin on the East right of way line of said highway, said point being South 89°40' West 62.5 feet from the Northeast corner of said lot;

THENCE South 24°52' West with said right of way line 40.9 feet to the place of beginning and containing 324 square feet of land.

The Grantors reserve all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the title and rights of the State to take and use, without additional compensation, all other minerals and materials thereon, therein or thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, forever. And the Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by this instrument.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 26 day of Sept 1958

W S Keller

Clettis L. Keller

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of TARRANT

Before me, _____, a notary public in and for said County and State, on this day personally appeared W. S. Keller _____, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name IS subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 26 day of Sept. 19 58.

_____
Notary Public in and for Tarrant County, Texas

Form D-15-11

-3-

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of TARRANT

Before me, _____, a notary public in and for said County and State, on this day personally appeared Clettis L. Keller, wife of W. S. Keller, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Clettis L. Keller acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 29 day of Sept 1958

_____
Notary Public in and for Tarrant County, Texas.

Filed for Record DEC 2 1958 at 11:26 A.M.
And Recorded DEC 10 1958 at 8:23 A.M.
Instrument No. 76230
MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By _____ Deputy

TRANSFER OF LIEN 76231 -1st

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

WHEREAS, on the 12th day of November, A. D. 1958,
MICHAEL SMERICK and wife, MARY M. SMERICK,
executed one note in the amount of
- - TWELVE THOUSAND NINE HUNDRED AND NO/100 - ($12,900.00) - - - - DOLLARS,
payable to JONES-WEST MORTGAGE CORPORATION, and secured by a deed of trust, of even date therewith between the same parties, which conveyed the following property:

Situated in Tarrant County, Texas and being Lot 14, in Block 4, of SOUTHWEST HILLS ADDITION to the City of Fort Worth, in Tarrant County, Texas, according to the Plat thereof recorded in Book 388-Ten, at Page 33, of the Plat Records of said County;

Said deed of trust to be recorded immediately prior hereto (or simultaneously herewith) in the Deed of Trust Records of Tarrant County, Texas; and

WHEREAS, the said note and all title and lien securing the same have been sold to THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a New Jersey Corporation, of Newark, New Jersey, for the sum of
- - - TEN AND NO/100 - - ($10.00) - - - - - - - - - - - - - DOLLARS,
and other goodand valuable considerations;

NOW, THEREFORE, the undersigned owner and holder of said note for and in consideration of the sums stipulated above to be paid, the receipt of which is hereby acknowledged, has SOLD, TRANSFERRED and CONVEYED, and does hereby SELL, TRANSFER and

328/93

in said Deed of Trust, which is recorded in Volume 674, Page 340, Deed of Trust Records of said County:

And, WHEREAS, said indebtedness has been paid in full:

Now, THEREFORE, BANKERS LIFE COMPANY, a corporation, of Des Moines, Iowa, the holder and owner of said note, in consideration of the full and final payment thereof, the receipt of which is hereby acknowledged, does by these presents forever release and discharge the property from the above described Deed of Trust, and any and all lien or liens securing said note.

EXECUTED THIS 14th day of January, 1959.

BANKERS LIFE COMPANY

By H. R. Dean
Second Vice-President

Attest: J. E. Auner
Secretary
J. E. Auner - Farm Field Manager

THE STATE OF IOWA:

COUNTY OF POLK :

Before me, the undersigned authority, on this day personally appeared H. R. Dean - Second Vice-President of BANKERS LIFE COMPANY, a corporation, known to me to be the person whose name is signed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said BANKERS LIFE COMPANY, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of January A. D. 1959.

Notary Public, Polk County, Iowa

My Commission Expires 7-1-60

FF156

Filed for Record JAN 28 1959 at 3:46 P M;

And Recorded FEB 4 1959 at 2:56 P M.

Instrument No. 6648

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By M. Huffman Deputy

9002-8-4
Parcels No. 35, 39, 40, 43, 45, 46 & 47

Texas Highway Department
Form D-15-11

6649

Conveyance to State of Texas and Exempt from Recording Fe under Sec. 1 Art. 1918 Civil Statues of the State of Texas.

DEED

CONTROLLED ACCESS HIGHWAY FACILITY

STATE OF TEXAS }
County of Tarrant }

WHEREAS, the State Highway Commission has been authorized under House Bill 179, Acts of the 55th Legislature, Regular Session, 1957, to purchase land and such other property rights deemed necessary for the purposes of facilitating the construction, maintenance and operation of Controlled Access Highways; and,

WHEREAS, the purchase of the hereinafter described premises has been deemed necessary by the State Highway Commission for the purposes of facilitating the construction, maintenance and operation of a Controlled Access Highway facility;

KNOW ALL MEN BY THESE PRESENTS:

That Harry C. Trentman and James T. Hobbs, acting herein by and through his attorney-in-fact, Robert Hobbs

94.

of the County of Tarrant, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of THREE THOUSAND NINE HUNDRED FIFTEEN AND NO/100 (3,915.00)------ DOLLARS, to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Tarrant, State of Texas, and being more particularly described as follows, to-wit:

PARCEL NO. 35

Being a part of Lot 4, Block 11, Wilkes Estates, an addition to the City of Fort Worth, Texas as recorded in Volume 388-L, Page 58, of the Deed Records of Tarrant County, Texas, conveyed by Raymond Wilkes to H. C. Trentman by deed dated April 22, 1952, and recorded in Volume 2438, Page 376, Tarrant County Deed Records, and being more particularly described as follows:

BEGINNING at an iron pin in the south line of said Lot 4, being N 89° 46' E, 32.7 feet from the southwest corner of said lot, said point being in the west right of way line of Loop Highway No. 217, 175.0 feet normal from centerline station 384+79.9 on said highway;

THENCE N 24° 52' E with said right of way line, 82.8 ft. to an iron pin on the north line of said lot being N 89° 40' E, 68.2 ft. from the northwest corner of said lot;

THENCE N 89° 40' E with said lot line, 78.0 ft. to the northeast corner of said lot;

THENCE S 0° 20' E, 75.0 ft. to the southeast corner of said lot;

THENCE S 89° 46' W, 113.3 feet to the place of beginning and containing 7,169 square feet of land.

PARCELS NO. 39 , 40, 43, 45, 46 and 47 Being a part of Lots 6, 7, and 15, and all of Lots 11, 13, and 14, Block 12, WILKES ESTATES, an Addition to the City of Fort Worth, Texas, as recorded in Volume 388-L, Page 58, of the Deed Records of Tarrant County, Texas, conveyed by Raymond Wilkes to H. C. Trentman, et al, by deed dated March 11, 1955, and recorded in Volume 2839, Page 282, Tarrant County Deed Records, and being more particularly described as follows:

PARCEL NO. 39:
BEGINNING at an iron pin in the West line of said Lot 6, North 0°20' West 73.0 feet from the Southwest corner of said lot, and said point being in the East right-of-way line of Loop Highway No. 217, 175.0 feet normal from centerline station 388+35.9 on said highway;

THENCE North 0°20' West with the West line of said lot 67.0 feet to the Northwest corner;

THENCE North 89°40' East with the North line of said lot 31.5 feet to an iron pin in the East right-of-way line of said highway, being South 89°40' West 48.5 feet from the Northeast corner of said lot;

THENCE South 24° 52' West with said right-of-way line 74.0 feet to the place of beginning, and containing 1,055 square feet of land.

PARCEL NO. 40:
BEGINNING at an iron pin in the South line of said Lot 7, South 89°40' West 34.3 feet from the Southeast corner of said lot and said point being in the East right-of-way line of Loop Highway No. 217, 175.0 feet normal from centerline station 387+55.2 on said highway;

THENCE South 89°40' West with the South line of said lot 45.7 feet to its southwest corner;

THENCE North 0°20' West with the West line of said lot 140.0 feet to its Northwest corner;

THENCE North 89° 40' East with the North line of said lot 80.0 feet to its Northeast corner;

THENCE South 0°20' East with the East line of said lot 67.0 feet to an iron pin in the East right-of-way line of said highway, being North 0°20' West 73.0 feet from the Southeast corner of said lot;

THENCE South 24°52' West with said right-of-way line 80.7 feet to the place of beginning, and containing 9.948 square feet of land.

PARCEL NO. 43:
Being all of Lot 11, Block 12, WILKES ESTATES, an Addition to the City of Fort Worth, Texas, as recorded in Volume 388-L, Page 58, of the Deed Records of Tarrant County, Texas.

PARCEL NO. 45:
Being all of Lot 13, Block 12, WILKES ESTATES, an Addition to the City of Fort Worth, Texas, as recorded in Volume 388-L, Page 58, of the Deed Records of Tarrant County, Texas.

PARCEL NO. 46:
Being all of Lot 14, Block 12, WILKES ESTATES, an Addition to the City of Fort Worth, Texas, as recorded in Volume 388-L, Page 58, of the Deed Records of Tarrant County, Texas.

PARCEL NO. 47:
BEGINNING at an iron pin in the South line of said Lot 15, being South 89°40' West 48.5 feet from the Southeast corner of said lot, and said point being in the East right-of-way line of Loop Highway No. 217, 175.0 feet normal to centerline station 389+09.9 on said highway;

THENCE South 89°40' West with the South line of said lot 31.5 feet to the southwest corner of said lot;

THENCE North 0°20' West with the West line of said lot 140.0 feet to its Northwest corner;

THENCE North 89°40' East with the North line of said lot 80.0 feet to its Northeast corner;

THENCE South 0°20' East with the East line of said lot 37.0 feet to an iron pin in the East right-of-way line of said highway, being North 0°20' West 103.0 feet from the Southeast corner of said lot;

THENCE South 24°52' West with said right-of-way line 113.8 feet to the place of beginning, and containing 8,702 square feet of land.

The Grantors reserve all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the title and rights of the State to take and use, without additional compensation, all other minerals and materials thereon, therein or thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, forever. And the Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by this instrument.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 21 day of November, 19 58.

Harry C. Trentman

James T. Hobbs by Robert Hobbs
James T. Hobbs, acting herein by and through his attorney-in-fact, Robert Hobbs.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of TARRANT

Before me, C. F. Faubion, a notary public in and for said County and State, on this day personally appeared Robert Hobbs, attorney-infact for James T. Hobbs, _____, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 28 day of November 19 58.

Selma Brewer
Notary Public in and for Tarrant County, Texas

Form D-15-41

96

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Tarrant

Before me, the undersigned authority, on this day personally appeared Harry C. Trentman, known to me (or proved to me on the oath of , a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 24 day of November 19 58.

SELMA PRIDDY

Notary Public in and for Tarrant County, Texas.

Filed for Record JAN 28 1959 at 3:46 P M;
And Recorded FEB 4 1959 at 2:58 P M.
Instrument No. 6649

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By M. Huffman Deputy

128—WARRANTY DEED 6651 1.50 TEXAS STANDARD FORM

The State of Texas, County of Tarrant } Know All Men by These Presents:

That we, Thomas T. Hornsby and wife, Earline Hornsby

of the County of Tarrant State of Texas for and in consideration

of the sum of Ten and No/100 ----------($10.00)---------- DOLLARS
cash and other good and valuable consideration

to us in hand paid by Riverside Home Builders, Inc., the receipt of which is hereby acknowledged; and as follows:

Subject to but not assuming the balance due on a note in the original sum of $8,800.00, dated August 15, 1949, executed by grantors herein, payable to Life Insurance Company of America as provided; said note being secured by vendor's lien retained in a deed of even date therewith and additionally secured by deed of trust to Earl S. Godfrey, Trustee;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Riverside Home Builders, Inc.

of the County of Tarrant State of Texas all that certain lot, tract or parcel of land described as follows:

Lot 5, Block 10, Page Company's East Side Addition (Second Filing), to the City of Fort Worth, Tarrant County, Texas, according to plat filed in Book 309, page 3, Deed Records, Tarrant County, Texas.



TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Riverside Home Builders, Inc., its successors heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

2951/395

4366 1-00

THE STATE OF TEXAS
County of TARRANT } KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Harry C. Trentman and Jas. T. Hobbs, of Tarrant County, Texas, in consideration of the sum of - - - - - FOUR HUNDRED FORTY NINE AND NO/100THS - - - - - - - - - - - - - DOLLARS to us in hand paid by CITY OF FORT WORTH, A MUNICIPAL CORPORATION as follows:

All cash in hand paid, the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said CITY OF FORT WORTH, A MUNICIPAL CORPORATION of the County of Tarrant and State of Texas, all that certain lot, tract or parcel of land, lying and being situated in Tarrant County, Texas, and being more particularly described as follows:

Lot Number Eight (8) Block Number Twelve (12)

of WILKES ESTATES, a subdivision of a part of the J. M. Daniel Survey in Tarrant County, Texas, according to plat recorded in the County Clerk's Office at Fort Worth, Tarrant County, Texas.

RESTRICTIONS:—

No structure shall ever be erected, placed or maintained on said lot or lots except a one family residence dwelling house (and necessary usual appurtenances thereto), and same shall be used solely for family residence purposes.

No house or appurtenances thereto shall be placed or maintained on said property that does not lie wholly within the building line or lines applicable thereto as shown on the recorded addition plat thereof. All structures placed or maintained on said property shall have a gable type roof, and no flat roofs or Spanish type roofs shall be allowed. All wooden structures placed on said property shall be finished with at least two coats of paint on the outside before same are used or occupied. No shed roof or vertical siding or box type construction shall ever be allowed in any structure placed or maintained on said property. All improvements placed on said property shall be of a permanent nature, nor shall any tent or trailer or disused electric car or other temporary structure at any time be allowed on said property. Said property shall never be used for automobile wrecking or for an automotive junk yard. No trees, earth, rock, sod, sand or gravel shall be removed from said property without the consent in writing of Seller or of Seller's said Agent. Said property or the improvements thereon shall never be sold, leased or encumbered to any negro or person of African descent.

Chickens, ducks and rabbits may be kept upon any lot, provided that they be quartered upon and confined to the rear half of any such lot and not closer than five feet to any adjoining lot. No hogs, pigs or goats shall be kept upon any lot in said subdivision. This restriction does not preclude household pets of a domestic nature.

No noxious or offensive practices or activities shall be carried on upon any lot herein, nor shall anything be done on any lot which may become a public nuisance as that term is generally defined.

Nothing whatsoever in this deed or otherwise is intended, or shall ever be held or construed, to constitute or to evidence any obligation or representation on grantors' part that they will fix or have fixed any of the foregoing conditions or restrictions upon any other land whatsoever at any time owned by Grantors—it being expressly agreed that all of the aforesaid conditions and restrictions shall apply solely to the particular property conveyed by this deed.

It is understood and agreed that the Grantee herein assumes all unpaid taxes on the property herein conveyed.

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto, belonging unto the said grantors above named, their heirs and assigns forever. And we do hereby bind ourselves, our heirs, executors, administrators and successors to WARRANT AND FOREVER DEFEND the title to said property unto said grantee above named, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Harry C. Trentman and Jas. T. Hobbs are not joined herein by their wifes for reason the hereinabove described property does not now and never has constituted any part of their homesteads.

WITNESS my hand at Fort Worth, Texas, this 21st day of December, 1955.

Witness at Request of Grantor:

396

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

. . . . . HARRY C. TRENTMAN . . . . .

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of July A.D. 1955

(L. S.)

SELMA DRURY
Notary Public in and for Tarrant County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

. . . . . JAS. T. HOBBS . . . . .

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of December A.D. 1955

(L. S.)

SELMA DRURY
Notary Public in and for Tarrant County, Texas

Filed for Record JAN 23 1956 at 2:56 P M;

And Recorded JAN 27 1956 at 4:20 P M.

Instrument No. 4366

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By O Cathey Deputy

4367-100

THE STATE OF TEXAS
County of TARRANT } KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Harry C. Trentman and Jas. T. Hobbs, of Tarrant County, Texas, in consideration of the sum of

- - - - - FOUR HUNDRED FORTY NINE AND NO/100ths - ($449.00) - - - - - - - - - - - - - - - - - - -

396

2951
396

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

. . . . . HARRY C. TRENTMAN . . . . .

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of July A. D. 1955

(L. S.)

SELMA BRUERY
Notary Public in and for Tarrant County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

. . . . . JAS. T. HOBBS . . . . .

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of December A.D. 1955

(L. S.)

SELMA BRUERY
Notary Public in and for Tarrant County, Texas

Filed for Record JAN 23 1956 at 2:56 P M;

And Recorded JAN 27 1956 at 4:20 P M.

Instrument No. 4366

MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas

By O Cathey Deputy

4367-1.00

THE STATE OF TEXAS
County of TARRANT } KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Harry C. Trentman and Jas. T. Hobbs, of Tarrant County, Texas, in consideration of the sum of

FOUR HUNDRED FORTY NINE AND NO/100ths ($449.00) DOLLARS

to us in hand paid by CITY OF FORT WORTH, A MUNICIPAL CORPORATION as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said CITY OF FORT WORTH, A MUNICIPAL CORPORATION of the County of Tarrant and State of Texas, all that certain lot, tract or parcel of land, lying and being situated in Tarrant County, Texas, and being more particularly described as follows:

Lot Number Nine (9) Block Number Twelve (12)

of WILKES ESTATES, a subdivision of a part of the J. M. Daniel Survey in Tarrant County, Texas, according to plat recorded in the County Clerk's Office at Fort Worth, Tarrant County, Texas.

RESTRICTIONS:—

No structure shall ever be erected, placed or maintained on said lot or lots except a one family residence dwelling house (and necessary usual appurtenances thereto), and same shall be used solely for family residence purposes.

No house or appurtenances thereto shall be placed or maintained on said property that does not lie wholly within the building line or lines applicable thereto as shown on the recorded addition plat thereof. All structures placed or maintained on said property shall have a gable type roof, and no flat roofs or Spanish type roofs shall be allowed. All wooden structures placed on said property shall be finished with at least two coats of paint on the outside before same are used or occupied. No shed roof or vertical siding or box type construction shall ever be allowed in any structure placed or maintained on said property. All improvements placed on said property shall be of a permanent nature, nor shall any tent or trailer or disused electric car or other temporary structure at any time be allowed on said property. Said property shall never be used for automobile wrecking or for an automotive junk yard. No trees, earth, rock, sod, sand or gravel shall be removed from said property without the consent in writing of Seller or of Seller's said Agent. Said property or the improvements thereon shall never be sold, leased or encumbered to any negro or person of African descent.

Chickens, ducks and rabbits may be kept upon any lot, provided that they be quartered upon and confined to the rear half of any such lot and not closer than five feet to any adjoining lot. No hogs, pigs or goats shall be kept upon any lot in said subdivision. This restriction does not preclude household pets of a domestic nature.

No noxious or offensive practices or activities shall be carried on upon any lot herein, nor shall anything be done on any lot which may become a public nuisance as that term is generally defined.

Nothing whatsoever in this deed or otherwise is intended, or shall ever be held or construed, to constitute or to evidence any obligation or representation on grantors' part that they will fix or have fixed any of the foregoing conditions or restrictions upon any other land whatsoever at any time owned by Grantors—it being expressly agreed that all of the aforesaid conditions and restrictions shall apply solely to the particular property conveyed by this deed.

It is understood and agreed that the Grantee herein assumes all unpaid taxes on the property herein conveyed.

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto, belonging unto the said grantors above named, their heirs and assigns forever. And we do hereby bind ourselves, our heirs, executors, administrators and successors to WARRANT AND FOREVER DEFEND the title to said property unto said grantee above named, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Harry C. Trentman and Jas. T. Hobbs are not joined herein by their wifes for reason the hereinabove described property does not now and never has constituted any part of their homesteads.

WITNESS my hand at Fort Worth, Texas, this 17th day of December, 1955.

Witness at Request of Grantor:

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

. . . . . HARRY C. TRENTMAN . . . . .

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of July A. D. 1955

(L. S.)

Notary Public in and for Tarrant County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

. . . . . JAS. T. HOBBS . . . . .

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of December A.D. 1955

(L. S.)

Notary Public in and for Tarrant County, Texas

Filed for Record JAN 23 1956 at 2:36 P M;

And Recorded JAN 27 1956 at 4:21 P M.

Instrument No. 4367

MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas

By O Cathey Deputy

E 5/8—WARRANTY DEED—With Single and Wife's Separate Acknowledgments—Class 4 — FOR SALE BY STAFFORD-LOWDON CO. FORT WORTH — Texas Standard Form

1868-1.00

THE STATE OF TEXAS
County of TARRANT

Know All Men by These Presents:

THAT we, Shirley Kenneth Thompson and wife Dorthea Thompson

of the County of TARRANT and State of TEXAS, in consideration of the sum of . . . Five Hundred and no/100 ($500.00). . . . . DOLLARS to us in hand paid by the City of Fort Worth, a municipal corporation of Tarrant County, Texas

348

3235
348

Filed for Record AUG 18 1958 at 10:31 A. M.

And Recorded AUG 21 1958 at 9:00 A. M.

Instrument No. 49542 MELVIN "MEL" FAULK, County Clerk, Tarrant County, Texas

By C. Odom Deputy

Texas Highway Department
Form D-15-11

49543

9002-8-4
Parcels No. 306 & 307

DEED

CONTROLLED ACCESS HIGHWAY FACILITY

STATE OF TEXAS }
County of TARRANT }

WHEREAS, the State Highway Commission has been authorized under House Bill 179, Acts of the 55th Legislature, Regular Session, 1957, to purchase land and such other property rights deemed necessary for the purposes of facilitating the construction, maintenance and operation of Controlled Access Highways; and,

WHEREAS, the purchase of the hereinafter described premises has been deemed necessary by the State Highway Commission for the purposes of facilitating the construction, maintenance and operation of a Controlled Access Highway facility;

KNOW ALL MEN BY THESE PRESENTS:

That O. M. Cooper and wife, Zada Roberta Cooper, having been husband and wife since prior to June 27, 1956; (the said O. M. Cooper being one and the same person as Otto M. Cooper);

of the County of Tarrant, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Four Hundred Seventy and No/100 (470.00)---- DOLLARS, to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Tarrant, State of Texas, and being more particularly described as follows, to-wit:

PARCEL NO. 306:

Situated in Tarrant County, Texas, and being part of Lot 1, in Block 4, of WILKES ESTATES, a part of the J. M. Daniel Survey, Abstract No. 395 conveyed by H. C. Trentman, et al, to O. M. Cooper by deed dated 6-27-57 and recorded in Volume 3010, Page 498, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

Being a part of Lot 1, Block 4, Wilkes Estates, as recorded in Volume 388-L, Page 58, Tarrant County Deed Records, an Addition to the City of Fort Worth, Texas and being more particularly described as follows:

BEGINNING at an iron pin on the West line of said lot North 0° 29' West 13.55 feet from its Southwest corner on the North line of Bowman Springs Road, said point being on the East right of way line of proposed Loop Highway No. 217, 175.0 feet normal from centerline station 376+64.5;

THENCE N 0° 29' West with the West line of said lot, 66.45 feet to a bois d'arc stake the Northwest corner of said lot;

THENCE North 89° 45' East with the North line of said lot, 31.35 feet to an iron pin on the East line of said highway, said point being South 89° 45' West 112.67 feet from the Northeast corner of said lot;

THENCE South 24° 52' West with said Right of Way line, 73.5 feet to the place of beginning and containing 1045 square feet of land.

PARCEL NO. 307:

Situated in Tarrant County, Texas and being part of Lot 2, Block 4, Wilkes Estates, a part of the J. M. Daniel Survey, Abst. 395 conveyed by Raymond Wilkes to H. C. Trentman & J. T. Hobbs by deed dated 3-11-55 and recorded in Volume 2839, Page 282, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

Being a part of Lot 2, Block 4, Wilkes Estates, as recorded in Volume 388-L, Page 58, Tarrant County Deed Records, an Addition to the City of Fort Worth, Texas, and being more particularly described as follows:

BEGINNING at an iron pin on the South line of said lot, being South 89° 45' West 112.67 feet from a bois d'arc stake at the Southeast corner of said lot, said point being on the East right of way line of proposed Loop Highway No. 217, 175. feet normal to centerline station 377+38.0;

THENCE S 89° 45' West with said South lot line, 31.45 feet to a bois d'arc stake at the Southwest corner of said lot;

THENCE N 0° 29' West with the West line of said lot 80 feet to a bois d'arc stake at the Northwest corner of said lot;

THENCE North 89° 45' East with the North line of said lot, 69.35 feet to an iron pin on the East right of way line of said highway being South 89° 45' West 74.89 feet from a bois d'arc stake and the Northeast corner of said lot;

THENCE South 24° 52' West with the East right of way line, 88.5 feet to the place of beginning and containing 4,033 square feet of land.

The Grantors reserve all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the title and rights of the State to take and use, without additional compensation, all other minerals and materials thereon, therein or thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, forever. And the Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by this instrument.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 21 day of July, 1958.

O M Cooper

Zada Roberts Cooper

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of TARRANT

Before me, C. F. Faubion, a notary public in and for said County and State, on this day personally appeared O. M. Cooper, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 21 day of July 1958.

C F Faubion

Notary Public in and for Tarrant County, Texas

Form D-15-11

350

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of TARRANT

Before me, C. F. Faubion, a notary public in and for said County and State, on this day personally appeared Zada Roberta Cooper wife of O. M. Cooper, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Zada Roberta Cooper acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 21 day of July 1958

C. F. Faubion

Notary Public in and for Tarrant County, Texas.

Filed for Record AUG 18 1958 at 10:31 A.M.;

And Recorded AUG 21 1958 at 9:00 A. M.

Instrument No. 49543

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By C. Adom Deputy

49545 -/ 50

WARRANTY DEED—With Vendor's Lien, Single, Wife's Separate and Joint Acknowledgments.

THE STATE OF TEXAS,
COUNTY OF TARRANT

Know All Men By These Presents:

That I, Wriley C. Stark, a single man- -

of the County of ----Tarrant---------- , State of -----Texas---------- for and in consideration of the sum of-Ten ($10.00) Dollars and no/100 - - - - - - - - - - - - - - - - - - -

176

3234
176

Filed for Record AUG 19 1958 at 3:15 P. M.

And Recorded AUG 22 1958 at 3:40 P. M.

Instrument No. 50082 MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By C. Adam Deputy

Texas Highway Department
Form D-15-11

50083-200

9002-8-4
Par. 44

DEED

CONTROLLED ACCESS HIGHWAY FACILITY

STATE OF TEXAS }
County of Tarrant }

WHEREAS, the State Highway Commission has been authorized under House Bill 179, Acts of the 55th Legislature, Regular Session, 1957, to purchase land and such other property rights deemed necessary for the purposes of facilitating the construction, maintenance and operation of Controlled Access Highways; and,

WHEREAS, the purchase of the hereinafter described premises has been deemed necessary by the State Highway Commission for the purposes of facilitating the construction, maintenance and operation of a Controlled Access Highway facility;

KNOW ALL MEN BY THESE PRESENTS:

That George R. Howard and wife Florence Howard, and Harry C. Trentman and Jas. T. Hobbs, acting herein, by and through his attorney-in-fact, Robert Hobbs

of the County of Tarrant, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Six Hundred and no/100 ($600.00) DOLLARS, to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Tarrant, State of Texas, and being more particularly described as follows, to-wit:

Situated in the City of Fort Worth, Tarrant County, Texas, being Lot 12 in Block 12 of WILKES ESTATES, a SUBDIVISION of a part of the J. M. Daniel Survey in Tarrant County, Texas, according to the Plat thereof as recorded in Vol. 388-L, Page 58, of the Plat Records of Tarrant County, Texas.

This property under Contract of Sale to George R. Howard and wife Florence Howard from Harry C.Trentman and Jas. T.Hobbs by Contract of Sale dated January 16, 1952.

DOCUMENTARY

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The Grantors reserve all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the title and rights of the State to take and use, without additional compensation, all other minerals and materials thereon, therein or thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, forever. And the Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by this instrument.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 1st day of July, 1958.

George R. Howard

Florence Howard

Harry C. Trentman

Jas. T. Hobbs, acting herein, by and through his attorney-in-fact, Robert Hobbs

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Tarrant

Before me, _____, a notary public in and for said County and State, on this day personally appeared ~~Harry C. Trentman~~ Robert Hobbs, attorney-in-fact for Jas. T. Hobbs, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 3 day of July, 1958.

Selma Bruey SELMA BRUEY

Notary Public in and for Tarrant County, Texas

Form D-15-11

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared George R. Howard known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of July, A. D 1958

(L. S.)

Notary Public in and for Tarrant County, Texas.

DAB—THE DOCK COMPANY, PUBLISHERS—DALLAS

178

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Harry C. Trentman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of July, A. D 19 58

(L. S.)

Delma Green DELMA GREEN
Notary Public in and for Tarrant County, Texas.

BAG—THE DIXIE COMPANY, PUBLISHERS—DALLAS

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Tarrant

Before me, C. F. Faubion, a notary public in and for said County and State, on this day personally appeared Florence Howard, wife of George R. Howard, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Florence Howard acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 1st day of July 1958

C. F. Faubion
Notary Public in and for Tarrant County, Texas.

Filed for Record AUG 19 1958 at 3:15 P. M.
And Recorded AUG 22 1958 at 3:40 P. M.
Instrument No. 50083
MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By C. Odom Deputy

AFFIDAVIT 50084-125

THIS IS TO ACKNOWLEDGE that the Clarence Powell, last known address, 2900 Wilkirson Street, Fort Worth, Texas; born 9/28/09, according to our records, is the Clarence Powell that STANDARD INVESTMENT COMPANY, Dallas, Texas has a judgement against; suit number 9544, filed in Tarrant County, Texas, March 10, 1951, and that STANDARD INVESTMENT COMPANY, Dallas, Texas claims no lein against any property owned by any other Clarence Powell other than the one described herein.

I, I. T. Houston, Jr., President of STANDARD INVESTMENT COMPANY, swear the above to be true.

Signed I. T. Houston Jr.
President of the STANDARD INVESTMENT
COMPANY of Dallas, Texas

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned, authority on this 14th day of AUGUST, 1958, personally appeared I. T. Houston, Jr., President of STANDARD INVEXTMENT COMPANY of DALLAS, TEXAS, who signed the above and foregoing statements as president of said company, and who being by me duly sworn, stated upon oath that the facts set forth in said statements are true.

DEED RECORD VOLUME 3258

673 3258
673

Filed for Record OCT 28 1958 at 3:49 P.M.
And Recorded NOV 6 1958 at 3:06 P.M.
Instrument No. 68193
MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By M Curd Deputy

Texas Highway Department
Form D-15-11

68194 T/C

CONVEYANCE TO STATE OF TEXAS, EXEMPT FROM RECORDING FEE UNDER SEC. 1, ARTICLE 3912a CIVIL STATUTES, STATE OF TEXAS

DEED

CONTROLLED ACCESS HIGHWAY FACILITY

STATE OF TEXAS }
County of TARRANT }

WHEREAS, the State Highway Commission has been authorized under House Bill 179, Acts of the 55th Legislature, Regular Session, 1957, to purchase land and such other property rights deemed necessary for the purposes of facilitating the construction, maintenance and operation of Controlled Access Highways; and,

WHEREAS, the purchase of the hereinafter described premises has been deemed necessary by the State Highway Commission for the purposes of facilitating the construction, maintenance and operation of a Controlled Access Highway facility;

KNOW ALL MEN BY THESE PRESENTS:

That Harry C. Trentman and James T. Hobbs, "acting herein by and through his attorney-infact, Robert Hobbs",

of the County of Tarrant, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of THREE THOUSAND ONE HUNDRED FIFTY FIVE AND NO/100 (3,155.00) DOLLARS, to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Tarrant, State of Texas, and being more particularly described as follows, to-wit:

XXXXXXXXXXXXX

Being a part of Lot 9, and all of Lots 10 and 11, Block 10, WILKES ESTATES, an Addition to the City of Fort Worth, Texas, as recorded in Volume 388-L, Page 58, of the Tarrant County Deed Records, conveyed by Raymond Wilkes to H. C. Trentman, et al, by deed dated March 11,1955, and recorded in Volume 2839, Page 282 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows: PARCEL NO. 26: BEGINNING at an iron pin in the South line of said Lot 9, South 89° 40' West 34.8 feet from the Southeast corner of said lot, and said point being in the East right-of-way line of Loop Highway No. 217, 175.0 feet normal from centerline station 383+90.4 on said highway;

THENCE South 89°40' West with the South line of said lot 40.2 feet to the Southwest corner of said lot;

THENCE North 0°20' West with the West line of said lot 140.0 feet to its Northwest corner;

THENCE N 89° 40' East with the North line of said lot 75 feet to its Northeast corner;

THENCE South 0°20' East with the East line of said lot 66.2 feet to an iron pin in the East right-of-way line of said highway, being North 0° 20' West 73.8 feet from the Southeast corner of said lot;

THENCE South 24°52' West with said right-of-way line 81.7 feet to the place of beginning, and containing 9,216 square feet of land.

PARCEL NO. 27:

Being all of Lot 10, Block 10, WILKES ESTATES, an Addition to the City of Fort Worth, Texas, as recorded in Volume 388-L, Page 58, Tarrant County Deed Records.

PARCEL NO. 28:

Being all of Lot 11, Block 10, WILKES ESTATES, an Addition to the City of Fort Worth, Texas, as recorded in Volume 388-L, Page 58, Tarrant County, Deed Records.

PARCEL NO. 49:

Being a part of Lot 3, Block 16, WILKES ESTATES, an Addition to the City of Fort Worth, Tarrant County, Texas, as recorded in Volume 388-L, Page 58 of the Deed Records of Tarrant County, Texas, conveyed by Raymond Wilkes to H. C. Trentman, et al, by deed dated March 11, 1955, and recorded in Volume 2839, Page 282, Tarrant County Deed Records, and being more particularly described as follows:

BEGINNING at an iron pin in the West line of said Lot 3, being North 0°20' West 252.9 feet from the Southwest corner of said lot, and said point being in the East right-of-way line of Loop Highway No. 217, 175.0 feet normal to centerline station 393+99.2 on said highway;

THENCE North 0°20' West 31.3 feet to the Northwest corner of said lot;

THENCE North 89°58' East with the North line of said Lot 14.7 feet to an iron pin in the East right-of-way line of said highway, being South 89°58' West 65.4 feet from the Northeast corner of said lot;

THENCE South 24°52' West with said right-of-way line 34.6 feet to the place of beginning, and containing 231 square feet of land.

PARCEL NO. 51:

Being part of Lot 5, Block 16, WILKES ESTATES, an Addition to the City of Fort Worth, Texas, as recorded in Volume 388-L, Page 58, conveyed by Raymond Wilkes to H. C. Trentman, et al, by deed dated March 11, 1955, and recorded in Volume 2839, Page 282, Tarrant County Deed Records, and being more particularly described as follows:

BEGINNING at an iron pin in the South line of said Lot 5, being South 89° 38' West 39.0 feet from the Southeast corner of said lot; and said point

being in the east right-of-way line of Loop Highway No. 217, 175.0 feet normal from centerline station 391+19.9 on said highway;

THENCE South 89°38' West with the South line of said lot 41.0 feet to its Southwest corner;

THENCE North 0°22' West with the West line of said lot 284.2 feet to the Northwest corner of said lot;

THENCE North 89°58' East 80.0 feet to the Northeast corner of said lot;

THENCE South 0°22' East with the East line of said lot, 201.6 feet to a point on the East right-of-way line of said highway, being North 0°22' West 82.8 feet from the Southeast corner of said lot;

THENCE South 24°52' West with the said right-of-way line 91.5 feet to the place of beginning, andcontaining 21,154 aquare feet of land.

The Grantors reserve all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the title and rights of the State to take and use, without additional compensation, all other minerals and materials thereon, therein or thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, forever. And the Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by this instrument.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 8th day of September, 1958.



Harry C. Trentman

James T. Hobbs, "acting herein, by and through his attorney-in-fact, Robert Hobbs

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of TARRANT

Before me, _____, a notary public in and for said County and State, on this day personally appeared Robert Hobbs, attorney-in-fact for James T. Hobbs, _____, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 8 day of September 19 58.

Selma Bruey SELMA BRUEY

Notary Public in and for Tarrant County, Texas

Form D-15-11

-3-

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HARRY C. TRENTMAN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of September A. D. 1958

(L. S.)

Selma Bruey SELMA BRUEY

Notary Public in and for TARRANT County, Texas.

843—THE GOEE COMPANY, PUBLISHERS—DALLAS

Filed for Record OCT 29 1958 at 3:49 P. M.;

And Recorded NOV 6 1958 at 3:07 P. M.

Instrument No. 68194

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By M Cook Deputy

3233
174

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared E. L. Trimble known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 7th day of August, A. D. 19 58

Beatrice Gregory
Notary Public, Tarrant County, Texas

(L.S.)

Filed for Record AUG 11 1958 at 10:56 A.M.

And Recorded AUG 18 1958 at 12:45 P.M.

Instrument No. 47777

MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas

By L. Wood Deputy

132-WARRANTY DEED (BY CORPORATION) WITH VENDOR'S LIEN — TEXAS STANDARD FORM

47778 1.50

The State of Texas, } Know All Men by These Presents:
County of TARRANT

That TRIMBLE BUILDING COMPANY

a Corporation, duly organized and existing under the Laws of the State of TEXAS

for and in consideration of the sum of

TEN AND NO/100 DOLLARS

and other good and valuable considerations to it paid, and secured to be paid, by

TRUETT L. SMITH AND WIFE, DONALEA WELLS SMITH as follows:

Cash paid by the Grantees herein, the receipt of which is hereby acknowledged; and the further sum of $13,500.00 cash in hand paid by The Prudential Insurance Company of America, the receipt of which is also hereby acknowledged; said sum having been advanced by said The Prudential Insurance Company of America, at the special instance and request of the Grantees herein, as a part of the purchase price for the hereinafter described property, and to evidence which the said Grantees have this day executed and delivered their one certain promissory note for the sum of $13,500.00, payable to the order of The Prudential Insurance Company of America, due in accordance with the terms and at the interest rate therein specified; said note secured by the Vendor's lien herein retained and is also secured by Deed of Trust of even date therewith to Robert F. Inlow, Trustee;

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said

TRUETT L. SMITH AND WIFE, DONALEA WELLS SMITH

of the County of TARRANT State of TEXAS all that certain lot, tract or parcel of land situated in the County of Tarrant, State of Texas, described as follows:

Lot 3, in Block 75, of WEDGWOOD ADDITION to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Book 388-ELEVEN, page 64, Deed Records, Tarrant County, Texas.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING MATTERS, TO THE EXTENT SAME ARE IN EFFECT AT THIS TIME: Any and all restrictions, covenants, easements and reservations, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other Governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said TRUETT L. SMITH AND WIFE, DONALEA WELLS SMITH, their heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said TRUETT L. SMITH AND WIFE, DONALEA WELLS SMITH, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed

shall become absolute.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers ~~and its corporate seal to be hereunto affixed~~ at Fort Worth, Texas, this 6th day of August A. D. 19 58.

TRIMBLE BUILDING COMPANY

By E. F. Wyatt
President.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared L. F. Wyatt, President, Trimble Building Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Trimble Building Company a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of August A. D. 19 58

(L. S.)

Notary Public in and for Tarrant County, Texas

Filed for Record AUG 11 1958 at 10:56 A M.

And Recorded AUG 19 1958 at 12:46 P M.

Instrument No. 47778

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By J. Hood Deputy

47779 100

128—WARRANTY DEED Texas Standard Form

CALIFORNIA

The State of Texas } Know all Men by These Presents:
County of San Francisco

That I, ESSEX STAMPS, husband of Petrinella Stamps

of the County of San Francisco State of California for and in consideration of the sum of Ten & No/100 ($10.00) Dollars, and other good and valuable consideration

to me in hand paid by Petrinella Stamps, out of her separate estate as follows:

Ten & No/100 ($10.00) Dollars cash paid, and other good and valuable consideration, receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Petrinella Stamps, as her sole and separate property

of the County of San Francisco State of California all that certain tract, lot or parcel of land located and being situated in the City of Fort Worth, Tarrant County, Texas, consisting of a part of Block No. One (1), Evans South Addition to the City of Fort Worth, Tarrant County, Texas, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point 150 feet south from the intersection of the south line of Terrel Ave. and the west line of Evans Ave. Said point being in the west line of Evans Ave.
THENCE West parallel with the south line of Terrell Ave. 84 ft.
THENCE South parallel with the west line of Evans Ave. 50 ft.
THENCE East parallel with the south line of Terrell Ave. 84 ft. to a point in the west line of Evans Ave.
THENCE north with the west line of Evans Ave. 50 ft. to the place of beginning;

3278
51

Filed for Record DEC 31 1958 at 1:20 P.M.
And Recorded JAN 8 1959 at 10:30 A.M.
Instrument No. 82420 MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By A. Sadler Deputy

Texas Highway Department
Form D-15-11

82421-n|c

DEED

CONTROLLED ACCESS HIGHWAY FACILITY

STATE OF TEXAS }
County of Tarrant }

WHEREAS, the State Highway Commission has been authorized under House Bill 179, Acts of the 55th Legislature, Regular Session, 1957, to purchase land and such other property rights deemed necessary for the purposes of facilitating the construction, maintenance and operation of Controlled Access Highways; and,

WHEREAS, the purchase of the hereinafter described premises has been deemed necessary by the State Highway Commission for the purposes of facilitating the construction, maintenance and operation of a Controlled Access Highway facility;

KNOW ALL MEN BY THESE PRESENTS:

That Harry C. Trentman and James T. Hobbs, "acting herein, by and through his attorney-in-fact, Robert Hobbs," and Donald A. Hawkins, a single man,

of the County of Tarrant, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TWO HUNDRED AND NO/100 (200.00) DOLLARS, to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Tarrant, State of Texas, and being more particularly described as follows, to-wit:

Being a part of Lot 4, Block 16, WILKES ESTATES, an Addition to the City of Fort Worth, Texas, as recorded in Volume 388-L, Page 58, of the Deed Records of Tarrant County, Texas, conveyed by Raymond Wilkes to H. C. Trentman, et al, by deed dated March 11, 1955, and recorded in Volume 2839, Page 282, Tarrant County Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin on the West line of said Lot 4, being North 0° 20' West 82.8 feet from the Southwest corner of said lot, and said point being in the East right-of-way line of Loop Highway No. 217, 175.0 feet normal to centerline station 392+11.4 on said highway;

THENCE North 0° 22' West 201.6 feet to the Northwest corner of said lot;

THENCE North 89° 58' East 80.0 feet to the Northeast corner of said lot;

THENCE South 0° 22' East with the East line of said lot 31.3 feet to an iron pin on the East right-of-way line of said highway;

THENCE South 24° 52' West with said right-of-way line 187.8 feet to the place of beginning, and containing 9,319 square feet of land.

52

The Grantors reserve all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the title and rights of the State to take and use, without additional compensation, all other minerals and materials thereon, therein or thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, forever. And the Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by this instrument.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 24 day of Oct, 1958.

Harry C. Trentman

James T. Hobbs "acting herein by and through his attorney-in-fact Robert Hobbs"

Donald A. Hawkins

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of TARRANT

Before me, _____, a notary public in and for said County and State, on this day personally appeared Robert Hobbs, attorney-in-fact for James T. Hobbs, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 28 day of Oct 1958.

SELMA BRIERY

Notary Public in and for Tarrant County, Texas

Form D-1511

-3-

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Harry C. Trentman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of Oct., A. D 1958

SELMA BRIERY

(L. S.)

Notary Public in and for Tarrant County, Texas.

842—THE DIXIE COMPANY, PUBLISHERS—DALLAS

DEED RECORD VOLUME 3278

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Donald A. Hawkins, a single man,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of Oct., A. D 1958

(L. S.)

Notary Public in and for Tarrant County, Texas.

542—THE COLE COMPANY, PUBLISHERS—DALLAS

Filed for Record DEC 31 1958 at 1:21 P M;

And Recorded JAN 8 1959 at 10:52 A M.

Instrument No. 82421

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By A. Sadler Deputy

Texas Highway Department
Form D-15-11

82422-n/c

9002-8-5
Parcel 67-B

CONVEYANCE TO STATE OF TEXAS EXEMPT FROM RECORDING FEE UNDER SECTION 1 ARTICLE 3912e, CIVIL STATUTES STATE OF TEXAS

DEED

CONTROLLED ACCESS HIGHWAY FACILITY

STATE OF TEXAS }
County of Tarrant }

WHEREAS, the State Highway Commission has been authorized under House Bill 179, Acts of the 55th Legislature, Regular Session, 1957, to purchase land and such other property rights deemed necessary for the purposes of facilitating the construction, maintenance and operation of Controlled Access Highways; and,

WHEREAS, the purchase of the hereinafter described premises has been deemed necessary by the State Highway Commission for the purposes of facilitating the construction, maintenance and operation of a Controlled Access Highway facility;

KNOW ALL MEN BY THESE PRESENTS:

That Ann A. Faubus, Individually and as Independent Executrix of the Estate of R. K. Faubus, Deceased,

of the County of Tarrant, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Seven Thousand and no/100 ($7000.00) DOLLARS, to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Tarrant, State of Texas, and being more particularly described as follows, to-wit:

Lot 8-A, Corrected Second Revision of Blocks 1 and 2, FAUBUS AND BATES SUBDIVISION of a portion of the Isaac Caradine Survey, SAVE AND EXCEPT Lots 1 and 2, to the City of Fort Worth, Tarrant County, Texas, according to Plat of said Revision filed in Deed Records, Tarrant County, Texas, in Book 388-P, Page 44.

13.

File No. MF109585

Deed

Date Filed: 11/4/08

Jerry Patterson, Commissioner

By

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **LAWHON, INC.**, a Texas corporation, hereinafter called "Lessor", whose address is, P. O. Box 40, Tolar, Texas 76476, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

11.0038 acres, more or less, comprised of 30 (thirty) Lots which are situated in the Wilkes Addition, an addition to the City of Fort Worth **J.M. Daniel Survey**, Abstract No. 395, Tarrant County, Texas, according to the Plat recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, said lots being more particularly described as follows:

Lots 1,2,3,4,16,17,18,19, and 20, Block 10; Lots 1,2,3,4,5,6,7,15,16,17,18,19, and 20, Block 12; Lots 2,3,4, and 5, Block 16, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas; and being the same lots described in that certain deed from Charles Lawhon and wife, Sherry Lawhon to Lawhon, Inc. duly recorded at Volume 14089, Page 451of the Deed Records, Tarrant County, Texas;

Lots 8,11,12, and 13, Block 13, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas; and being the same lots described in that certain deed from Norville Lewis Riggan, also known as Lew Riggan, and wife, Darlene Riggan, d/b/a Riggan Enterprises, to Lawhon, Inc., a Texas corporation, duly recorded at Volume 15017, Page 162 of the Deed Records, Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated November 11, 2005, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of November 11, 2005.

LESSOR:

Lawhon, Inc., a Texas corporation

By: Sherry Lawhon
SHERRY LAWHON, PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 22nd day of NOV., 2005, by SHERRY LAWHON, President of Lawhon, Inc., a Texas corporation, on behalf of said corporation.

[SEAL]

VIVIAN MARTIN
MY COMMISSION EXPIRES
August 25, 2006

Vivian Martin
VIVIAN MARTIN
(Printed Name)
Notary Public in and for the State of Texas
My Commission Expires 8/25/06

12111-00

UNOFFICIAL DOCUMENT

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **LAWHON, INC.,** a Texas corporation, hereinafter called "Lessor", whose address is, P.O. Box 40, Tolar, Texas 76476, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

FILED
TARRANT COUNTY, TEXAS
2005 DEC 27 PM 4:19
SUZANNE HENDERSON
COUNTY CLERK

11.0038 acres, more or less, comprised of 30 (thirty) Lots which are situated in the Wilkes Addition, an addition to the City of Fort Worth, **J.M. Daniel Survey,** Abstract No. 395, Tarrant County, Texas, according to the Plat recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County; said lots being more particularly described as follows:

Lots 1,2,3,4,16,17,18,19, and 20, Block 10; Lots 1,2,3,4,5,6,7,15,16,17,18,19, and 20, Block 12; Lots 2,3,4, and 5, Block 16, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas; and being the same lots described in that certain deed from Charles Lawhon and wife, Sherry Lawhon to Lawhon, Inc. duly recorded at Volume 14085, Page 451of the Deed Records, Tarrant County, Texas;

Lots 8,11,12, and 13, Block 13, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas; and being the same lots described in that certain deed from Norville Lewis Riggan, also known as Lew Riggan, and wife, Darlene Riggan, d/b/a Riggan Enterprises, to Lawhon, Inc., a Texas corporation, duly recorded at Volume 15017, Page 162 of the Deed Records, Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated November 11, 2005, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of November 11, 2005.

LESSOR:

Lawhon, Inc., a Texas corporation

By: Sherry Lawhon
SHERRY LAWHON, PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 22ND day of NOV, 2005, by SHERRY LAWHON, President of Lawhon, Inc., a Texas corporation, on behalf of said corporation.

[SEAL]

VIVIAN MARTIN
MY COMMISSION EXPIRES
August 25, 2006

Vivian Martin
VIVIAN MARTIN
(Printed Name)
Notary Public in and for the State of Texas
My Commission Expires 8/25/06

17111-00

COPY

D205384590

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 11th day of November, 20 05, by and between

LAWHON, INC.,
a Texas corporation,
with mailing address at P.O. Box 40, Tolar, Texas 76476, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/l00 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

11.0038 acres, more or less, comprised of 30 (thirty) lots which are situated in the Wilkes Addition, an addition to the City of Fort Worth, **J.M. Daniel Survey,** Abstract No. 395, Tarrant County, Texas, according to the Plat recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County; said lots being more particulary described as follows:

Lots 1,2,3,4,16,17,18,19, and 20, Block 10; Lots 1,2,3,4,5,6,7,15,16,17,18,19, and 20, Block 12; Lots 2,3,4, and 5, Block 16, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas; and being the same lots described in that certain deed from Charles Lawhon and wife, Sherry Lawhon to Lawhon, Inc. duly recorded at Volume 14085, Page 451 of the Deed Records, Tarrant County, Texas;

Lots 8,11,12, and 13, Block 13, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas; and being the same lots described in that certain deed from Norville Lewis Riggan, also known as Lew Riggan, and wife, Darlene Riggan, d/b/a Riggan Enterprises, to Lawhon, Inc., a Texas corporation, duly recorded at Volume 15017, Page 162 of the Deed Records, Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of **three** (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; ©) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17111-00

LEASE NOT RECORDED -
MEMORANDUM OF LEASE
IS RECORDED

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____ _____

Social Security Number: _____ Social Security Number: _____

_____ _____

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 20____, by _____

_____.

My Commission Expires:

_____

_____
Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 11, 2005, by and between **LAWHON, INC., A TEXAS CORPORATION**, Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering **11.0038 acres**, more or less, a part of the **J.M. Daniel Survey, A-395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying _____ ***SIX HUNDRED*** and No/100 Dollars ($600.00***) per net mineral acre to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

LESSOR:

Lawhon, Inc., a Texas corporation,

By: _____
SHERRY LAWHON, PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 22nd day of NOV, 2005, by SHERRY LAWHON, President of Lawhon, Inc., a Texas corporation, on behalf of said corporation.

[SEAL]

VIVIAN MARTIN
MY COMMISSION EXPIRES
August 25, 2006

_____
VIVIAN MARTIN
(Printed Name)
Notary Public in and for the State of Texas
My Commission Expires 8/25/06

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 11th day of November, 20 05, by and between

SHERRY LAWHON AND HUSBAND, CHARLES LAWHON

with mailing address at PO Box 40,Tolar, Texas 76476, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.8421 acres comprised of Lot 1, Block 16, Wilkes Estates, and addition to the City of Fort Worth, Texas, **J. M. Daniel Survey, Abs**tract 395, Tarrant County, Texas, according to the Plat recorded in Volume 388-L, Page 58, of the Plat Records, Tarrant County, Texas; and being the same lot described in that certain General Warranty Deed dated January 20, 1999, from Mary E. Foster to Sherry Lawhon duly recorded at Volume 13623, Page 415 of the Deed Records, Tarrant County, Texas.

FILED
TARRANT COUNTY TEXAS
2005 DEC 28 PM 4:17
SUZANNE HENDERSON
COUNTY CLERK
BY

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of FIVE (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are conducted as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17114-00

Unofficial Document

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

Sherry Lawhon
SHERRY LAWHON

Charles Lawhon
CHARLES LAWHON

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this 22nd day of November, 2005, by

SHERRY LAWHON AND HUSBAND, CHARLES LAWHON

My Commission Expires: 8/25/06

VIVIAN MARTIN
MY COMMISSION EXPIRES
August 25, 2006

Vivian Martin
Notary Public, State of Texas

Printed Name: VIVIAN MARTIN

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

Document

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 11th day of November, 2005, by and between

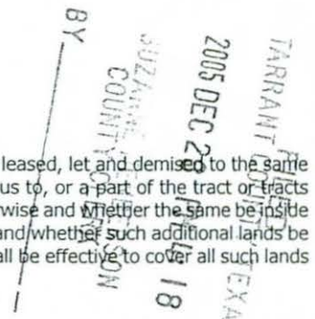
SHERRY LAWHON AND HUSBAND, CHARLES LAWHON

with mailing address at PO Box 40,Tolar, Texas 76476, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/l00 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.8421 acres comprised of Lot 1, Block 16, Wilkes Estates, and addition to the City of Fort Worth, Texas, **J. M. Daniel Survey,** Abstract 395, Tarrant County, Texas, according to the Plat recorded in Volume 388-L, Page 58, of the Plat Records, Tarrant County, Texas; and being the same lot described in that certain General Warranty Deed dated January 20, 1999, from Mary E. Foster to Sherry Lawhon duly recorded at Volume 13623, Page 415 of the Deed Records, Tarrant County, Texas.

53522



2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of **FIVE** (***5***) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17114-00

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COPY

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

Sherry Lawhon
SHERRY LAWHON

Charles Lawhon
CHARLES LAWHON

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this 23rd day of November, 2005, by

SHERRY LAWHON AND HUSBAND, CHARLES LAWHON

My Commission Expires: 8/25/06

VIVIAN MARTIN
MY COMMISSION EXPIRES
August 25, 2006

Vivian Martin
Notary Public, State of Texas

Printed Name: VIVIAN MARTIN

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **DJK, INC., A TEXAS CORPORATION,** hereinafter called "Lessor", whose address is, 700 North Grant Avenue, Suite 600, Odessa, Texas 79761, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

5.8645 acres of land, more or less , being more particularly described as Block 1, Lot 1R, Golden West Addition, an addition to the City of Fort Worth, according to the Plat recorded in Cabinet A, Slide 1391 of the Plat Records of Tarrant County, J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas; and being the same land described in that certain deed executed May 14, 2003, from Investment Corporation of America, a Texas corporation, to DJK, Inc., a Texas Corporation, duly recorded at Volume 16814, Page 39 of the Official Deed Records of Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated November 30th, 2005, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 30th, 2005.

Lessor:

DJK, INC.,

By: Jeff Bushman pres.
JEFF BUSHMAN, PRESIDENT

THE STATE OF TEXAS §
§ CORPORATE ACKNOWLEDGMENT
COUNTY OF Ector §

This instrument was acknowledged before me on December 12, 2005, by **JEFF BUSHMAN**, President, of **DJK, INC.**, a Texas corporation, on behalf of said corporation.

[Seal]

SHERRY D SNODGRASS
My Commission Expires
January 4, 2009

Sherry D Snodgrass
Notary Public, State of Texas

Notary's Name (Typed, Stamped or Printed)

My Commission Expires:

17118-00

Unofficial Document

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **DJK, INC., A TEXAS CORPORATION,** hereinafter called "Lessor", whose address is, 700 North Grant Avenue, Suite 600, Odessa, Texas 79761, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

5.8645 acres of land, more or less , being more particularly described as Block 1, Lot 1R, Golden West Addition, an addition to the City of Fort Worth, according to the Plat recorded in Cabinet A, Slide 1391 of the Plat Records of Tarrant County, J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas; and being the same land described in that certain deed executed May 14, 2003, from Investment Corporation of America, a Texas corporation, to DJK, Inc., a Texas Corporation, duly recorded at Volume 16814, Page 39 of the Official Deed Records of Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated November 30th, 2005, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 30th, 2005.

Lessor:

DJK, INC.,

By: Jeff Bushman pres.
JEFF BUSHMAN, PRESIDENT

THE STATE OF TEXAS §
§ CORPORATE ACKNOWLEDGMENT
COUNTY OF Ector §

This instrument was acknowledged before me on December 7, 2005, by JEFF BUSHMAN, President, of DJK, INC., a Texas corporation, on behalf of said corporation.

[Seal]

SHERRY D SNODGRASS
My Commission Expires
January 4, 2009

Notary Public, State of Texas

Notary's Name (Typed, Stamped or Printed)

My Commission Expires: _____

17118-00

COPY

D206067891

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 30th day of November, 20 05, by and between

DJK, Inc.,

a Texas corporation,

with mailing address at 700 North Grant Avenue, Suite 600, Odessa, Texas 76761, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

5.8645 acres of land, more or less , being more particularly described as Block 1, Lot 1R, Golden West Addition, an addition to the City of Fort Worth, according to the Plat recorded in Cabinet A, Slide 1391 of the Plat Records of Tarrant County, J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas; and being the same land described in that certain deed executed May 14, 2003, from Investment Corporation of America, a Texas corporation, to DJK, Inc., a Texas Corporation, duly recorded at Volume 16814, Page 39 of the Official Deed Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of three (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; ©) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17118-00

LEASE NOT RECORDED - MEMORANDUM OF LEASE IS RECORDED

UA
RVI

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____ _____

Social Security Number: _____ Social Security Number: _____

_____ _____

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20____, by _____

_____ _____.

My Commission Expires:

_____

_____
Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 30, 2005, by and between **DJK, Inc., a Texas Corporation,** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering **5.8645 acres**, more or less, a part of the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying _____ ***ONE THOUSAND*** and No/100 Dollars ($1000.00***) per net mineral acre to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.

13. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

DJK, INC.

Jeff Bushman Pres.

JEFF BUSHMAN, PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF Ector §

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on December 7, 2005, by **JEFF BUSHMAN**, President, of **DJK, INC.**, a TEXAS corporation, on behalf of said corporation.

[Seal]

SHERRY D SNODGRASS
My Commission Expires
January 4, 2009

Sherry D. Snodgrass

Notary Public, State of Texas

Notary's Name (Typed, Stamped or Printed)

My Commission Expires: _____

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **ERNEST THOMAS AND WIFE, JO ANN THOMAS,** whose address is 5929 Baylor Street, Fort Worth, Texas 76119, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

6.1220 acres of land, more or less, comprised of 15 (fifteen) lots which are situated in Blocks 2,3,6,8,and 9 of Wilkes Estates, a Subdivision of the **J. M. Daniel Survey**, Abstract No. 395, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-L, Page 58 of the Plat Records of Tarrant County, Texas; and being more particularly described on the **MEMORANDUM OF OIL AND GAS LEASE EXHIBIT A** attached hereto and incorporated by reference the same as if fully copied and set fourth herein.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated December 20th 2005, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the December 20th, 2005.

Lessor(s):

Ernest Thomas
ERNEST THOMAS

Jo Ann Thomas
JO ANN THOMAS

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 2 day of January, 2006, by ERNEST THOMAS AND WIFE, JO ANN THOMAS.

[SEAL]

DON A. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Don A. Brown
(Printed Name)
Notary Public in and for the State of Texas
My Commission Expires 11-28-2009

17123-00

Unofficial Document

MEMORANDUM OF OIL AND GAS LEASE EXHIBIT A

Attached to and made a part of that certain Memorandum of Oil and Gas Lease dated December 20, 2005, by and between **ERNEST THOMAS** and wife, **JO ANN THOMAS**, as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering the following described lands situated in Tarrant County, Texas:

6.1220 acres of land, more or less, comprised of 15 (fifteen) lots which are situated in Blocks 2, 3, 6, 8, and 9 of Wilkes Estates, a Subdivision of the **J. M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-L, Page 58 of the Plat Records of Tarrant County, Texas; being more particularly described as follows:

Lot 6, Block 9 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated April 2, 2003, from Jerry Glen Colburn to Ernest Thomas duly recorded in Volume 16624, Page 215 of the Deed Records of Tarrant County, Texas;

Lot 9 , Block 9 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated October 19, 2001 from Richard Kaura and Tonya Kaura, Co-Administrators with Will Annexed of the Estate of Jack B. Thomas, deceased to Ernest Thomas, as his sole and separate property duly recorded in Volume 15451, Page 414 of the Deed Records of Tarrant County, Texas;

Lot 17, Block 9 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated February 22, 1995, from the Dorothy Gregory to Ernest Thomas duly recorded in Volume 10955, Page 1898 of the Deed Records of Tarrant County, Texas;

Lot 13, Block 8 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated July 14, 1994, from Gary Lynn Colburn to Ernest W. Thomas duly recorded in Volume 11653, Page 1762 of the Deed Records of Tarrant County, Texas;

Lot 1, Block 6 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated September 26, 1995, from Roger Gregory to Ernest W. Thomas duly recorded in Volume 12114, Page 1185 of the Deed Records of Tarrant County, Texas;

Lot 2, Block 6 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated October 19, 2001, from Richard Kaura and Tonya Kaura, Co-Administrators with Will Annexed of the Estate of Jack B. Thomas, deceased, to Ernest W. Thomas duly recorded in Volume 15451, Page 416 of the Deed Records of Tarrant County, Texas;

Lots 16 & 17, Block 6 of Wilkes Estates, Tarrant County, Texas, and being the same lots described in that certain deed dated April 19, 1996, from Marquita Ostrander and husband, Charles Ostrander to Ernest W. Thomas duly recorded in Volume 12339, Page 96 of the Deed Records of Tarrant County, Texas;

Lot 6, Block 3 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated September 10, 1997, from Woodrow Graham to Ernest Thomas duly recorded in Volume 12904, Page 267 of the Deed Records of Tarrant County, Texas;

Lot 7, Block 3 of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain Sheriffs Deed dated August 18, 1989, from David Williams, Sheriff, to Ernest Thomas duly recorded in Volume 14555, Page 552 of the Deed Records of Tarrant County, Texas;

Lot 8, Block 3 of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain Tax Resale Deed dated October 9, 1997, from Mike Groomer, Assistant City Manager, to Ernest W. Thomas duly recorded in Volume 12957, Page 442 of the Deed Records of Tarrant County, Texas;

Lots 1 & 2, Block 2 of Wilkes Estates, Tarrant County, Texas and being the same lots described in that certain deed dated May 25, 1999, from Reverend Edward J. Malone to Ernest W. Thomas duly recorded in Volume 13831, Page 19 of the Deed Records of Tarrant County, Texas;

Lots 19 & 20, Block 2 of Wilkes Estates, Tarrant County, Texas and being the same lots described in that certain deed dated April 26, 1996, from Gabor Nagy to Ernest W. Thomas duly recorded in Volume 12347, Page 855 of the Deed Records of Tarrant County, Texas.

UNOFFICIAL DOCUMENT

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **ERNEST THOMAS AND WIFE, JO ANN THOMAS,** whose address is 5929 Baylor Street, Fort Worth, Texas 76119, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

6.1220 acres of land, more or less, comprised of 15 (fifteen) lots which are situated in Blocks 2,3,6,8,and 9 of Wilkes Estates, a Subdivision of the **J. M. Daniel Survey**, Abstract No. 395, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-L, Page 58 of the Plat Records of Tarrant County, Texas; and being more particularly described on the **MEMORANDUM OF OIL AND GAS LEASE EXHIBIT A** attached hereto and incorporated by reference the same as if fully copied and set fourth herein.

53616

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated December 20th 2005, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the December 20th, 2005.

Lessor(s):

Ernest Thomas
ERNEST THOMAS

Jo ann Thomas
JO ANN THOMAS

FILED
2006 FEB 22 08:12:06

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 2 day of January, 2006, by ERNEST THOMAS AND WIFE, JO ANN THOMAS.

[SEAL]

DON A. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Don A. Brown
DON A. BROWN
(Printed Name)
Notary Public in and for the State of Texas
My Commission Expires 11-28-2009

17123-00

COPY

D206052095

MEMORANDUM OF OIL AND GAS LEASE EXHIBIT A

Attached to and made a part of that certain Memorandum of Oil and Gas Lease dated December 20, 2005, by and between **ERNEST THOMAS** and wife, **JO ANN THOMAS**, as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering the following described lands situated in Tarrant County, Texas:

6.1220 acres of land, more or less, comprised of 15 (fifteen) lots which are situated in Blocks 2, 3, 6, 8, and 9 of Wilkes Estates, a Subdivision of the **J. M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-L, Page 58 of the Plat Records of Tarrant County, Texas; being more particularly described as follows:

Lot 6, Block 9 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated April 2, 2003, from Jerry Glen Colburn to Ernest Thomas duly recorded in Volume 16624, Page 215 of the Deed Records of Tarrant County, Texas;

Lot 9 , Block 9 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated October 19, 2001 from Richard Kaura and Tonya Kaura, Co-Administrators with Will Annexed of the Estate of Jack B. Thomas, deceased to Ernest Thomas, as his sole and separate property duly recorded in Volume 15451, Page 414 of the Deed Records of Tarrant County, Texas;

Lot 17, Block 9 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated February 22, 1993, from the Dorothy Gregory to Ernest Thomas duly recorded in Volume 10955, Page 1898 of the Deed Records of Tarrant County, Texas;

Lot 13, Block 8 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated July 14, 1994, from Gary Lynn Colburn to Ernest W. Thomas duly recorded in Volume 11653, Page 1762 of the Deed Records of Tarrant County, Texas;

Lot 1, Block 6 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated September 26, 1995, from Roger Gregory to Ernest W. Thomas duly recorded in Volume 12114, Page 1185 of the Deed Records of Tarrant County, Texas;

Lot 2, Block 6 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated October 19, 2001, from Richard Kaura and Tonya Kaura, Co-Administrators with Will Annexed of the Estate of Jack B. Thomas, deceased, to Ernest W. Thomas duly recorded in Volume 15451, Page 416 of the Deed Records of Tarrant County, Texas;

Lots 16 & 17, Block 6 of Wilkes Estates, Tarrant County, Texas, and being the same lots described in that certain deed dated April 19, 1996, from Marquita Ostrander and husband, Charles Ostrander to Ernest W. Thomas duly recorded in Volume 12339, Page 96 of the Deed Records of Tarrant County, Texas;

Lot 6, Block 3 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated September 10, 1997, from Woodrow Graham to Ernest Thomas duly recorded in Volume 12904, Page 267 of the Deed Records of Tarrant County, Texas;

Lot 7, Block 3 of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain Sheriffs Deed dated August 18, 1989, from David Williams, Sheriff, to Ernest Thomas duly recorded in Volume 14555, Page 552 of the Deed Records of Tarrant County, Texas;

Lot 8, Block 3 of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain Tax Resale Deed dated October 9, 1997, from Mike Groomer, Assistant City Manager, to Ernest W. Thomas duly recorded in Volume 12957, Page 442 of the Deed Records of Tarrant County, Texas;

Lots 1 & 2, Block 2 of Wilkes Estates, Tarrant County, Texas and being the same lots described in that certain deed dated May 25, 1999, from Reverend Edward J. Malone to Ernest W. Thomas duly recorded in Volume 13831, Page 19 of the Deed Records of Tarrant County, Texas;

Lots 19 & 20, Block 2 of Wilkes Estates, Tarrant County, Texas and being the same lots described in that certain deed dated April 26, 1996, from Gabor Nagy to Ernest W. Thomas duly recorded in Volume 12347, Page 855 of the Deed Records of Tarrant County, Texas.

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Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 20th day of December, 2005, by and between

ERNEST THOMAS AND WIFE, JO ANN THOMAS

with mailing address at 5928 Baylor Street, Fort Worth, Texas 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

6.1220 acres of land, more or less, comprised of 15 (fifteen) lots which are situated in Blocks 2,3,6,8,and 9 of Wilkes Estates, a Subdivision of the **J. M. Daniel Survey**, Abstract No. 395, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-L, Page 58 of the Plat Records of Tarrant County, Texas; and being more particulary described on **LEASE EXHIBIT A** attached hereto and incorporated by reference the same as if fully copied and set fourth herein.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of three (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one- fourth (1/4) of the amount realized from such sale; ©) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17123-00

LEASE NOT RECORDED -
MEMORANDUM OF LEASE
IS RECORDED

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____ _____

Social Security Number: _____ Social Security Number: _____

_____ _____

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20____, by _____

_____.

My Commission Expires:
_____

_____
Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated December 20th, 2005, by and between **ERNEST THOMAS AND WIFE, JO ANN THOMAS,** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering 6.1220 **acres**, more or less, comprised of 15 (fifteen) lots which are situated in Wilkes Estates, a part of the **J. M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying ***SIX HUNDRED*** and No/100 Dollars ($600.00***) per net mineral acre to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.

13. Not withstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

SEPARATE

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

Ernest Thomas
ERNEST THOMAS

Jo Ann Thomas
JO ANN THOMAS

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 2 day of January, 2006, by **ERNEST THOMAS AND WIFE, JO ANN THOMAS**.

DON A. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Don A. Brown
Don A. Brown
(Printed Name)
Notary Public in and for the State of Texas
My Commission Expires 11-28-2009

LEASE EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated December 20, 2005, by and between **ERNEST THOMAS** and wife, **JO ANN THOMAS**, as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering the following described lands situated in Tarrant County, Texas:

6.1220 acres of land, more or less, comprised of 15 (fifteen) lots which are situated in Blocks 2, 3, 6, 8, and 9 of Wilkes Estates, a Subdivision of the **J. M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-L, Page 58 of the Plat Records of Tarrant County, Texas; being more particularly described as follows:

Lot 6, Block 9 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated April 2, 2003, from Jerry Glen Colburn to Ernest Thomas duly recorded in Volume 16624, Page 215 of the Deed Records of Tarrant County, Texas;

Lot 9 , Block 9 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated October 19, 2001 from Richard Kaura and Tonya Kaura, Co-Administrators with Will Annexed of the Estate of Jack B. Thomas, deceased to Ernest Thomas, as his sole and separate property duly recorded in Volume 15451, Page 414 of the Deed Records of Tarrant County, Texas;

Lot 17, Block 9 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated February 22, 1993, from the Dorothy Gregory to Ernest Thomas duly recorded in Volume 10955, Page 1898 of the Deed Records of Tarrant County, Texas;

Lot 13, Block 8 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated July 14, 1994, from Gary Lynn Colburn to Ernest W. Thomas duly recorded in Volume 11653, Page 1762 of the Deed Records of Tarrant County, Texas;

Lot 1, Block 6 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated September 26, 1995, from Roger Gregory to Ernest W. Thomas duly recorded in Volume 12114, Page 1185 of the Deed Records of Tarrant County, Texas;

Lot 2, Block 6 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated October 19, 2001, from Richard Kaura and Tonya Kaura, Co-Administrators with Will Annexed of the Estate of Jack B. Thomas, deceased, to Ernest W. Thomas duly recorded in Volume 15451, Page 416 of the Deed Records of Tarrant County, Texas;

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Lots 1 & 2, Block 2 of Wilkes Estates, Tarrant County, Texas and being the same lots described in that certain deed dated May 25, 1999, from Reverend Edward J. Malone to Ernest W. Thomas duly recorded in Volume 13831, Page 19 of the Deed Records of Tarrant County, Texas;

Lots 19 & 20, Block 2 of Wilkes Estates, Tarrant County, Texas and being the same lots described in that certain deed dated April 26, 1996, from Gabor Nagy to Ernest W. Thomas duly recorded in Volume 12347, Page 855 of the Deed Records of Tarrant County, Texas.

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2005 [illegible] 14 [illegible]:06

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **EASTLAND REAL ESTATE INVESTORS, L.P.**, a Texas limited partnership, hereinafter called "Lessor", whose address is, 100 E. Mason Street, Fort Worth, Texas 76110, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

> **32.863 acres**, more or less, situated in the **J.M. Daniel Survey, Abstract No. 395,** Tarrant County, Texas, being more particularly described by metes and bounds in that certain Warranty Deed with Vendor's Lien dated June 12, 2003, from CANN Real Estate, Ltd., a Texas limited partnership, to Eastland Real Estate Investors, L.P., a Texas limited partnership, duly recorded in the Official Public Records of Tarrant County, Texas, and bearing County Clerk's Instrument No. D203218312

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated **October 24, 2005**, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the October 24, 2005.

LESSOR:

EASTLAND REAL ESTATE INVESTORS, L.P.

By: _____
JAMES AUSTIN, Managing Member of
EASTLAND REAL ESTATE ASSOCIATES, L.L.C.
its Managing General Partner

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the October 31 day of 2005, by JAMES AUSTIN, Managing Member of Eastland Real Estates Associates, L.L.C., a Texas limited liability company, on behalf of said limited liability company in its capacity as General Partner of EASTLAND REAL ESTATE INVESTORS, L.P., a Texas limited partnership, and on behalf of said limited partnership.

[SEAL]

KIM GROVE
MY COMMISSION EXPIRES
March 10, 2007

Kim Grove
Notary Public, State of Texas
Printed Name: Kim Grove
My Commission Expires: 3-10-07

17101-00

UNOFFICIAL DOCUMENT

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2005 NOV 14 PM 4:06

BY

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **EASTLAND REAL ESTATE INVESTORS, L.P.**, a Texas limited partnership, hereinafter called "Lessor", whose address is, 100 E. Mason Street, Fort Worth, Texas 76110, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

53573

32.863 acres, more or less, situated in the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Warranty Deed with Vendor's Lien dated June 12, 2003, from CANN Real Estate, Ltd., a Texas limited partnership, to Eastland Real Estate Investors, L.P., a Texas limited partnership, duly recorded in the Official Public Records of Tarrant County, Texas, and bearing County Clerk's Instrument No. D203218312

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated **October 24, 2005**, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the October 24, 2005.

LESSOR:

EASTLAND REAL ESTATE INVESTORS, L.P.

By: _____
JAMES AUSTIN, Managing Member of
EASTLAND REAL ESTATE ASSOCIATES, L.L.C.
its Managing General Partner

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the October 31 day of 2005, by JAMES AUSTIN, Managing Member of Eastland Real Estates Associates, L.L.C.,, a Texas limited liability company, on behalf of said limited liability company in its capacity as General Partner of EASTLAND REAL ESTATE INVESTORS, L.P., a Texas limited partnership, and on behalf of said limited partnership.

[SEAL]

KIM GROVE
MY COMMISSION EXPIRES
March 10, 2007

Kim Grove
Notary Public, State of Texas
Printed Name: Kim Grove
My Commission Expires: 3-10-07

17101-00

COPY

D205211984

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 24th day of October, 20 05, by and between **EASTLAND REAL ESTATE INVESTORS, L.P.,** a Texas limited partnership, with mailing address at 100 E. Mason Street, Fort Worth, Texas 76110, Lessor (whether one or more), and **Marshall R. Young Oil Co.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

32.863 acres, more or less, situated in the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Warranty Deed with Vendor's Lien dated June 12, 2003, from CANN Real Estate, Ltd., a Texas limited partnership, to Eastland Real Estate Investors, L.P., a Texas limited partnership, duly recorded in the Official Public Records of Tarrant County, Texas, and bearing County Clerk's Instrument No. D203218312.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of three (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17101-00

LEASE NOT RECORDED-
MEMORANDUM OF LEASE
IS RECORDED

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title, to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____ _____

Social Security Number: _____ Social Security Number: _____

_____ _____

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20____, by _____

_____.

My Commission Expires:

_____ _____

Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURES(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated September 30, 2005, by and between **EASTLAND REAL ESTATE INVESTORS, L.P.,** a Texas limited partnership, as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering **32.863 acres**, more or less, a part of the **J.M. Daniel Survey, Abstract No. 395**,Tarrant County, Texas.

In the event of a conflict between the following paragraphs and the printed portion of this lease, the following paragraphs shall control:

12. It is expressly understood and agreed that the following covenants and provisions shall supercede and govern the provisions in the printed form of the Lease whenever such printed form is in direct conflict herewith and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns.

13. At any time before the expiration of the primary term of this Lease, Lessee, its successors or assigns, shall have the option, but not the obligation to extend the term (the "Extension Term") of this lease for an additional two (2) years period by paying to Lessor and extension bonus of EIGHT HUNDRED AND NO/100 DOLLARS ($800.00) per net mineral acre. This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This extension bonus payment may be made by the check or draft of Lessee mailed or delivered to Lessor at Lessor's address stated above. In the event of a change of address by Lessor, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor delivers written notice of such change of address to Lessee. If, at the time this extension bonus payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this Lease originally provided for a primary term of five (5) years.

14. Paragraph 1 of the Lease shall be and is hereby modified by deleting "for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and other minerals, laying pipelines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products the following land in Tarrant County, Texas, to-wit:" and replacing it with "for the sole purpose of drilling and producing oil, gas, and other liquid and other gaseous hydrocarbons produced through a well bore, that certain tract or parcel (the "Leased Premises") situated in Tarrant County, Texas, and described as:"

15. Anything to the contrary herein notwithstanding, this lease does not grant to Lessee any rights whatever, express or implied, to go upon or use any portion of the surface of the Leased Premises for any purpose hereunder except as specifically permitted in this Paragraph 15. No wells will be drilled on the surface of the Leased Premises, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, water reserve pits, tank batteries or treaters) will be placed on the surface of the Leased Premises by Lessee, except (i) at and within the locations depicted on Exhibit "A" attached hereto and incorporated herein by reference, including those portions of the Leased Premises that are designated for roads, pipelines, flow lines, tank batteries or treaters, or (ii) as otherwise approved in advance in writing by Lessor, which approval will be within Lessor's sole and absolute discretion. The parties acknowledge that the designated location for the drill site and surface facilities as depicted on Exhibit "A" at the time of execution of this lease show only the approximate location of such sites pending final survey, and the parties agree that no activities shall be conducted upon the surface of the lease, except at the locations approved by the parties at locations after survey thereof, at which time Exhibit "A" will be replaced or supplemented to reflect such locations. Any directional drilling must penetrate the Leased Premises sufficiently below the surface as to not interfere with the present or future use of the surface of the Leased Premises for commercial or residential use, and in no event may the directional drilling horizontally penetrate the Leased Premises less than two hundred feet below the surface. A directional or horizontal well drilled under the Land or lands pooled therewith shall be considered to be located on the Land.

16. (a) As royalties, Lessee shall:

(1) deliver to Lessor at the wells or to the credit of Lessor at the pipeline to which the wells may be connected, Twenty-five and No/100 Percent (25.00%) (the "Royalty Fraction") of all oil and all other liquid hydrocarbons produced and saved from the Leased Premises. At Lessor's option, which may be exercised from time to time, Lessee shall pay to Lessor in kind the same part of the market value at the well of oil and other liquid hydrocarbons of like grade

and gravity prevailing on the day the oil and other hydrocarbons are run from the Leased Premises in the general area in which the Leased Premises are located.

(2) deliver to Lessor:

(i) On gas produced from the Leased Premises and sold by Lessee or used on or off the Leased Premises and to which the following subparagraphs (ii) and (iii) do not apply, the Royalty Fraction of the market value at the point of sale, use or other disposition.

(ii) On gas produced from the Leased Premises that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or an indirect interest, the higher of the Royalty Fraction of the market value of the gas at the inlet to the processing plant, or the Royalty Fraction of the market value of all processed liquids saved from the gas at the plant plus the Royalty Fraction of the market value of all residue gas at the point of sale, use or other disposition.

(iii) On gas produced from Leased Premises that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the Royalty Fraction of the market value at the plant of all processed liquids credited to the account of Lessee and attributable to the gas plus the Royalty Fraction of the market value of all residue gas at the point of sale, use or other disposition.

(b) The market value of gas will be determined at a specific location by reference to the gross heating value (measured in British thermal units) and the quality of gas. The market value used in calculation of oil and gas royalty will never be less than the total proceeds received by Lessee in connection with the sale, use or other disposition of the oil or gas produced or sold. For purposes of this paragraph, if Lessee receives from purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, or if Lessee realizes proceeds of production after deduction for any expense of production, dehydration, separation, compression, transportation, treatment, processing, storage or marketing, then the reimbursement or deduction will be added to the total proceeds received by Lessee.

(c) Lessor's royalty will bear its proportionate share of costs and expenses associated therewith, but the price charged for compression, transportation, processing and treatment shall not exceed the price that would be paid under similar circumstances in an arms length transaction between unaffiliated parties.

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(d) Lessor shall be paid the Royalty Fraction of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payment and payments received in settlement of disputes; provided that if Lessor receives a take-or pay payment or similar payment for gas that has not been produced, and if the gas is subsequently produced, Lessor will only receive its Royalty Fraction of any payments made for make up gas taken pursuant to the take-or-pay provision or similar provision.

(e) Lessee must disburse or cause to be disbursed to Lessor its royalty on production on a particular well not later than ninety (90) days after completion of the well, in the case of an oil well, or after pipeline connection, in the case of a gas well. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month of the month following production. If not paid when due, Lessor's royalty will bear interest at the rate of ten percent (10%) per annum from the due date until paid, which amount Lessee agrees to pay. Acceptance by Lessor of royalties that are past due will not act as waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor. The royalty payment obligations under the Lease shall not be affected by any division order or the provisions of Section 91.402 of the Texas Natural Resources Code or any similar statute.

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(f) As used in this Lease, "affiliate" means (i) a corporation, joint venture, partnership or other entity that owns more than ten (10) percent of the outstanding interest of Lessee or in which Lessee owns more than ten (10) percent of the outstanding interest; or (ii) a corporation, joint venture, partnership or other entity in which, together with Lessee more than ten (10) percent of the outstanding voting interest of both Lessee and the other corporation, joint venture, partnership or other entity is owned or controlled by the same persons or group of persons.

17. If a well (an "offsetting well") producing oil or gas is completed within one thousand feet (1000') of the Leased Premises, and is draining the Leased Premises, Lessee must, within one hundred twenty (120) days after the conclusive determination that production from the offsetting well is draining the Leased Premises, commence operations for the drilling of a protection well in a location sufficient to protect the Leased Premises from drainage caused by the offsetting well and must diligently pursue those operations to the horizon in which the

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offsetting well is producing, or execute and deliver to Lessor a release in recordable form of any portion of the Leased Premises that is not included in a Retained Tract (defined in Paragraph 26 below).

18. Lessee shall have the right to remove all machinery and fixtures placed on or under the Leased Premises including the right to draw and remove casing. Lessee does not have the right to use said Leased Premises to store any equipment, machinery or fixtures without Lessor's written consent. If any equipment, machinery or fixtures are left on said land longer that is reasonably necessary for the conduct of operations under this Lease, then Lessee shall remove said equipment, machinery or fixtures from said land upon receipt of a written request from Lessor. It is understood and agreed that this Lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind and character derived therefrom and produced therewith, including sulfur) and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. The minerals reserved to Lessor and excluded from this Lease includes, without limitation, coal, uranium and lignite.

19. Lessee shall pay for damages caused by its operations to roads, fences, improvements, growing crops, native grasses, timber, improved pasture and grass land, and will fill and level all pits and mounds, remove all road materials, level and fill all ruts, and restore the surface of the ground to as near its original condition as reasonably practicable within a reasonable period of time after cessation of operations at each well location on said Leased Premises.

20. Prior to building a drill site location, Lessee shall notify Lessor as to the location of its drill site. Lessee shall pay Lessor $10,000.00 for location and roadway damages within ten (10) days of commencement of operations.

21. Immediately following their placement upon said Leased Premises, Lessee agrees to fence and screen all open pits, excavations, pump jacks, tank batteries, compressors, separators, dehydrators or other production facilities located on the surface.

22. Lessee shall have no right to deposit, leave, bury or otherwise dispose of garbage, trash or debris on said Leased Premises.

23. Lessee shall bury all pipelines, flow lines and underground power lines on said Leased Premises at least thirty-six (36) inches, measured from the surface of the ground to the top of the line.

24. Lessee, its successors and assigns, agrees to protect, indemnify and hold Lessor free and harmless from and against any and all claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred by Lessor in defense of same) arising in favor of governmental agencies or third parties (including employees of Lessee, its successors and assigns) on account of permits, claims, debts, personal injuries, deaths or damage to property, and without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with or arising out of the covenants to be performed by Lessee, its successors or assigns, under and pursuant to the terms of this agreement, or arising out of Lessee's operations on the leased premises.

25. If at the expiration of the primary term or the Extension Term, if applicable, there is any well on said land, or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas in paying quantities, and such well is shut in, this Lease shall nevertheless, continue in force as though operations were being conducted on said land for so long as said well is shut in, subject to a maximum shut in period of thirty-six (36) months. If production in paying quantities is established within that thirty-six month period, then this lease may be continued in force with respect to such Proration Unit as if no shut in had occurred. However, if production in paying quantities is not established within such thirty-six (36) month period, then this Lease shall terminate with respect to such Proration Unit at the expiration of such thirty-six (36) month period.

26. If at any time the maximum time for commencement of actual drilling of a well expires without the commencement of the well or upon the expiration of the primary term (or Extended Term if applicable), or if this lease is not maintained by continuous drilling, this lease will terminate except as to any Retained Tract (defined below) surrounding any well that is then producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut in royalties, and as to each Retained Tract, the Lease will then terminate as to all depths in excess

of one hundred feet (100') below the deepest depth drilled on the Retained Tract. The Lease will be treated as a separate Lease with respect to each Retained Tract and will continue so long as production in paying quantities continues from the Retained Tract. If production from a Retained Tract ceases from any cause, this Lease will terminate as to that tract unless Lessee commences operations for drilling or reworking on the tract within sixty (60) days after cessation of production, in which case the Lease as to that tract will continue in force as long as operations are prosecuted with no cessation of more than sixty (60) consecutive days and if they result in production so long thereafter as there is production from the tract.

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As used in this Lease the term "Horizontal Well" means a well that meets the definition of a "Horizontal Drain Hole Well" under Statewide Rule 86 of the Railroad Commission of Texas, and "Vertical Well" is a well that is not a Horizontal Well. The land assigned to a well for the purposes of this section is referred to as a "Retained Tract." A Retained Tract for a well may not exceed a minimum size required to obtain a drilling permit of the well density rules adopted by the Railroad Commission of Texas for the field, or if there are no field rules that apply the retained tract shall be limited to the smallest size required to obtain the drilling permit under the statewide well density rules of the Railroad Commission of Texas. A Retained Tract for a vertical well producing from the Barnett Shale may not exceed forty(40) acres. If field rules are established later that allow obtaining a permit with less acreage, a Retained Tract for any Vertical Well may not exceed the minimum size permitted. A Retained Tract of a Horizontal Well may include the minimum acreage specified above for a vertical well plus the additional acreage listed in Rule 86 and must comply with the requirements of Rule 86 for minimum permit well density, and if the well is producing from the Barnett Shale formation the acreage of the Retained Tract shall be assigned as if well density for vertical wells is 40 acres or less.

27. Within sixty (60) days after the last to occur of the expiration of the primary term of the continuous drilling program, Lessee must file in the county records a document designating each Retained Tract by metes and bounds and a retained depth thereunder, and releasing all other depths and acreage. A gas well that becomes an oil well will hold only the acreage permitted for an oil well, and Lessee must file a re-designation of the Retained Tract in the Real Property Records of the County where the land is located. If Lessee fails to timely file a document required by this paragraph after Lessor has provided thirty (30) days prior written notice then Lessor may do so and the filing will bind Lessee.

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All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

EASTLAND REAL ESTATE INVESTORS, L.P.

By: _____
JAMES AUSTIN, Managing Member of
EASTLAND REAL ESTATE ASSOCIATES, L.L.C.
its Managing General Partner

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 31st day of October 2005, by JAMES AUSTIN, Managing Member of Eastland Real Estates Associates, L.L.C.,, a Texas limited liability company, on behalf of said limited liability company in its capacity as General Partner of EASTLAND REAL ESTATE INVESTORS, L.P., a Texas limited partnership, and on behalf of said limited partnership.

[SEAL]

KIM GROVE
MY COMMISSION EXPIRES
March 10, 2007

Kim Grove
Notary Public, State of Texas
Printed Name: Kim Grove
My Commission Expires: 3-10-07

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, Sherry Lawhon and husband, Charles Lawhon, as Lessor (whether one or more), leased to Marshall R. Young Oil Co., as Lessee, 0.5826 acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, by virtue of an Oil, Gas and Mineral Lease dated January 27, 2006, Memorandum of said Oil, Gas and Mineral Lease recorded at Instrument No. D206067887, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, Marshall R. Young Oil Co. partially assigned the above-mentioned Oil, Gas and Mineral Lease to Quicksilver Resources Inc. by virtue of an "Assignment of Oil and Gas Leases" dated March 23, 2006, effective as of April 5, 2006, recorded at Instrument No. D206168536, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, it is the desire of Lessor and said Lessees to amend the legal description of the Leased Premises;

NOW, THEREFORE, for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessor does hereby agree and declare that said Oil, Gas and Mineral Lease shall be, and the same is hereby reformed and amended by deleting the following legal description of the Leased Premises as described therein:

> 0.5826 acres comprised of 2 portions of Lot 2-R-1, Block 2, Triangle Park Addition, an addition to the City of Fort Worth, **J. M. Daniel Survey,** Abstract 395, according to the Plat recorded in Volume 388-93, Page 337 of the Plat Records, Tarrant County, Texas; and being more particularly described as follows:
>
> 0.0275 acres, more or less, being a portion of Lot 2-R-1, Block 2, Triangle Park Addition, and being more particularly described by metes and bounds in that certain Special Warranty Deed effective June 29, 1999, from Outdoor Systems, Inc., a Delaware corporation, to Sherry Lawhon duly recorded at Volume 13940, Page 146 of the Deed Records of Tarrant County, Texas;
>
> 0.5551 acres, more or less, being a portion of Lot 2-R-1, Block 2, Triangle Park Addition, and being more particularly described by metes and bounds in that certain Warranty Deed effective June 29, 1999, from Al Hexter to Sherry Lawhon duly recorded at Volume 13916, Page 211 of the Deed Records of Tarrant County, Texas.

And the Lessor and said Lessees desire to replace the above legal description of the Leased Premises with the following legal description:

> **1.5604 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same lands described in two (2) tracts as follows:
>
> Tract One: **0.0269 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Special Warranty Deed dated June 29, 1999, conveyed from Outdoor Systems, Inc. to Sherry Lawhon and recorded at Volume 13940, Page 146, Official Public Records, Tarrant County, Texas, together with all strips, gores and other parcels of land owned or claimed by Lessor located within and under Loop 820 lying contiguous and adjacent to said Tract One, to its centerline, and

Unofficial Document

Tract Two: **0.6919 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Warranty Deed dated June 29, 1999, conveyed from Al Herter to Sherry Lawhon and recorded at Volume 13916, Page 211, Official Public Records, Tarrant County, Texas, together with all strips, gores and other parcels of land owned or claimed by Lessor located within and under Loop 820 lying contiguous and adjacent to said **Tract Two**, to its centerline.

For the same consideration recited above, Lessor does hereby consent to, ratify, adopt, and confirm all of the terms and provisions of the Oil, Gas and Mineral Lease, as amended herein, and does hereby grant, lease, demise, and let to Lessees, their successors and assigns, the lands covered by the Oil, Gas and Mineral Lease, as amended herein, upon and subject to all of the terms and provisions set out in the Oil, Gas and Mineral Lease, as amended herein. The undersigned hereby further declares that the Oil, Gas and Mineral Lease, as amended herein, in all its terms and provisions, is and remains a valid and subsisting Oil, Gas, Mineral Lease, and declares that the Oil, Gas and Mineral Lease is binding upon the Lessor and Lessor's successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 26th day of March, 2008.

Sherry Lawhon

Sherry Lawhon

Charles Lawhon

Charles Lawhon

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 15TH day of April, 2008, by Sherry Lawhon and husband, Charles Lawhon.

JOHN W. MIGH
Notary Public, State of Texas
My Commission Expires
July 30, 2008

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
QUICKSILVER RESOURCES INC.
ATTN: CLAY BLUM
777 WEST ROSEDALE, SUITE 200
FORT WORTH, TX 76104

Unofficial Document

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AMENDMENT OF DEED OF TRUST

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, Charles Lawhon and Sherry Lawhon, husband and wife, and Lawhon, Inc., a Texas Corporation, as Grantor (whether one or more), conveyed in trust to George Spears, as Trustee for the benefit of Charles Eugene Martin, as Lender, certain Lands situated in Tarrant County, Texas by virtue of a Deed of Trust dated August 31, 2004, recorded at Instrument No. D206289700, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, it is the desire of the Grantor, Trustee, and Lender to amend the legal description of the Mortgaged Premises;

NOW, THEREFORE, for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (whether one or more) do hereby agree and declare that said Deed of Trust shall be, and the same is hereby reformed and amended by deleting the following legal description of the Mortgaged Premises as described in the second page of Exhibit A therein:

4. Legal description of land:

Lot 1-B, Block 2, TRIANGLE PARK, an Addition to the City of Fort Worth, Tarrant County, Texas, according to revised plat recorded in Volume 388-51, Page 57, Deed Records of Tarrant County, Texas; SAVE AND EXCEPT the following described tract of land:

Beginning at a point in the east line of the East Loop 820 South Service Road and being the Northwest corner of said Lot 1-B, and being at the Southwest corner of Lot 1-R of Block 2, Triangle Park Addition; Thence South 75 deg 21 min East 528 feet along the South line of said Lot 1-R to a point for corner in the West line of Tract 15 of the J. M. Daniels Survey; Thence South along the

west line of Tract 15 of the J. M. Daniels Survey 117.5 feet to a point for corner; Thence North 77 deg 30 min West to a point in the east line of the East Loop 820 South Service Road to a point for the Southwest corner; Thence North 24 deg 52 min East 95 feet along the east line of the East Loop 820 South Service Road to the point of beginning.

And the Grantor, Trustee, and Lender desire to replace the above legal description of the Mortgaged Premises with the following legal description to be inserted in the second page of Exhibit A:

0.6919 (approximate) acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Warranty Deed dated June 29, 1999, conveyed from Al Herter to Sherry Lawhon and recorded at Volume 13916, Page 211, Official Public Records, Tarrant County, Texas.

For the same consideration recited above, the undersigned do hereby consent to, ratify, adopt, and confirm all of the terms and provisions of the Deed of Trust, as amended herein, and do hereby convey to the Trustee in trust for the benefit of the Lender, and to Lender's successors and assigns, the Lands covered by the Deed of Trust, as amended herein, upon and subject to all of the terms and provisions set out in the Deed of Trust, as amended herein. The undersigned hereby further declare that the Deed of Trust, as amended herein, in all its terms and provisions, is and remains a valid and subsisting Deed of Trust, and declares that the Deed of Trust is binding upon the successors and assigns of the undersigned.

Unofficial Document

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBORDINATION AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, Charles Lawhon and Sherry Lawhon, husband and wife, and Lawhon, Inc., a Texas Corporation, as Grantor (whether one or more), conveyed in trust to George Spears, as Trustee for the benefit of Charles Eugene Martin, as Lender, certain Lands situated in Tarrant County, Texas by virtue of a Deed of Trust dated August 31, 2004, recorded at Instrument No. D206289700, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, Sherry Lawhon and husband, Charles Lawhon, as Lessor (whether one or more), leased to Marshall R. Young Oil Co., as Lessee, 0.5826 acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, by virtue of an Oil, Gas and Mineral Lease dated January 27, 2006, Memorandum of said Oil, Gas and Mineral Lease recorded at Instrument No. D206067887, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, Marshall R. Young Oil Co. partially assigned the above-mentioned Oil, Gas and Mineral Lease to Quicksilver Resources Inc. by virtue of an "Assignment of Oil and Gas Leases" dated March 23, 2006, effective as of April 5, 2006, recorded at Instrument No. D206168536, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, Sherry Lawhon and husband, Charles Lawhon desire that said Oil, Gas and Mineral Lease shall be superior to said Deed of Trust and the lien and security interest created thereby;

NOW, THEREFORE, for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, Charles Eugene Martin does hereby agree that his lien and security interest under the Deed of Trust are subordinate to said Oil, Gas and Mineral Lease, and in the event of the sale of said Lands by the Trustee under the power of sale in said Deed of Trust, it is hereby agreed that the leasehold estate created by said Oil, Gas and Mineral Lease shall in no way be affected by such sale. It is understood and agreed, however, that said lien and security interest shall not be impaired hereby as to the Lessor's reversionary/mineral estate, if any, the possibility of reverter, if any, or as to the royalties that may have been or may be reserved, if any, by the owner of the above-described lands covered by said Oil, Gas and Mineral Lease. Charles Eugene Martin further agrees that Lessees are authorized to pay all bonuses, rentals, royalties, and other payments and compensation due under the Oil, Gas and Mineral Lease to Sherry Lawhon and husband, Charles Lawhon or their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 1 day of May, 2008.

Charles Eugene Martin

Charles Eugene Martin

STATE OF TEXAS §

COUNTY OF Hood §

This instrument was acknowledged before me on the 1 day of May, 2008, by Charles Eugene Martin.

AMY DIANE WOMMACK
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 1-10-2010

Amy Diane Wommack

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
QUICKSILVER RESOURCES INC.
ATTN: CLAY BLUM
777 WEST ROSEDALE, SUITE 300
FORT WORTH, TX 76104

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MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by MARSHALL R. YOUNG OIL CO., hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to SHERRY LAWHON AND HUSBAND, CHARLES LAWHON, hereinafter called "Lessor", whose address is, P.O. Box 40, Tolar, Texas 76476, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

0.5826 acres comprised of 2 portions of Lot 2-R-1, Block 2, Triangle Park Addition, an addition to the City of Fort Worth, **J. M. Daniel Survey,** Abstract 395, according to the Plat recorded in Volume 388-93, Page 337 of the Plat Records, Tarrant County, Texas; and being more particularly described as follows:

0.0275 acres, more or less, being a portion of Lot 2-R-1, Block 2, Triangle Park Addition, and being more particularly described by metes and bounds in that certain Special Warranty Deed effective June 29, 1999, from Outdoor Systems, Inc., a Delaware corporation, to Sherry Lawhon duly recorded at Volume 13940, Page 146 of the Deed Records of Tarrant County, Texas;

0.5551 acres, more or less, being a portion of Lot 2-R-1, Block 2, Triangle Park Addition, and being more particularly described by metes and bounds in that certain Warranty Deed effective June 29, 1999, from Al Herter to Sherry Lawhon duly recorded at Volume 13916, Page 211 of the Deed Records of Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated January 27th, 2006, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of January 27th, 2006.

LESSORS:

Sherry Lawhon
SHERRY LAWHON

Charles Lawhon
CHARLES LAWHON

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 1ST day of FEB, 2006, by SHERRY LAWHON AND HUSBAND, CHARLES LAWHON.

[SEAL]

VIVIAN MARTIN
MY COMMISSION EXPIRES
August 25, 2006

Vivian Martin
VIVIAN MARTIN
(Printed Name)
Notary Public in and for the State of Texas
My Commission Expires 8/25/06

17132-00

UNOFFICIAL DOCUMENT

There are several special circumstances that need to be addressed and they are too lengthy to fit on the LPR.

1. The original Oil, Gas and Mineral Lease is amended so as to include strip and gore acreage for the portion of Loop 820 that is contiguous to the subject tracts. Please see the attached Letter Opinion rendered by Philip C. Mani. This additional acreage was calculated using a map provided by the Texas Department of Transportation, an Allen Scale and a compass, Deed Plotter, and instruments of conveyance for the subject tracts. I have calculated the strip and gore acreage to be 0.8416 acres. No instrument of record ever quantifies or conveys this strip and gore doctrine acreage. This is one reason why the "(approximate)" language is used in the legal description.

2. I have also compensated the lessors for 0.1362 acres, which is the difference between the acreage used for the two tracts in the original Oil, Gas and Mineral Lease and my calculation. It appears as though acreage figures from the Tarrant Appraisal District were used in calculating the original acreage. My calculations were based on metes and bounds of record. Notwithstanding the Memorandum of Oil and Gas Lease, no instrument of record ever quantifies the acreage for the subject tracts. This is the other reason why the "(approximate)" language is used.

3. A Deed of Trust collateralizing the subject tracts was filed after the original Oil, Gas and Mineral Lease was executed (and filed), although this Deed of Trust was executed prior to the Oil, Gas and Mineral Lease being executed. Moreover, the legal description of one of the subject tracts in the Deed of Trust (see second page of its Exhibit A) is incorrect and describes the tract contiguous to and east of the tract it intends to describe. Discussion with the Lawhons and their attorney, Gerry Orth, confirm the intent was to describe the tract they own in fee and conveyed to Sherry Lawhon at OPR 13916/211. This is the reason for the execution of the Amendment of Deed of Trust. Lawhon, Inc. was a grantor in said Deed of Trust, although Lawhon, Inc. owns no interest of record in and to the surface and mineral estates. It is presumed that Lawhon, Inc. joined Charles Lawhon and Sherry Lawhon as a grantor in said Deed of Trust because certain assets owned in the name of that business exist upon that property and are used in its enjoyment, which may be why a security interest pursuant to the Texas Uniform Commercial Code is granted along with a deed of trust lien. All relevant information from the Texas Secretary of State is provided. The beneficiary of the Deed of Trust that has been subordinated is Charles Eugene Martin, who is the father of Sherry Lawhon. His contact information is as follows: 3308 Hill City Highway
Tolar, Texas 76476
(817) 219-1170 Cell
(254) 835-5165 Home

4. Although the Deed of Trust did not collateralize any of the strip and gore acreage related to Loop 820, the need for a Subordination Agreement still exists because the lien encumbering the subject tracts has not been released.

5. The current fee owner acquired the subject tracts in her name only. A discussion with Sherry Lawhon and Charles Lawhon indicated that the subject tracts are community property. Therefore, the Amendment of Oil, Gas and Mineral Lease was styled accordingly.

6. The signature block on the OFP contains a line for Charles Eugene Martin. Charles Eugene Martin is the Beneficiary of the Deed of Trust recorded at OPR D206289700. This Deed of Trust is unreleased and is subordinated to the Oil, Gas and Mineral Lease by virtue of the executed and notarized Subordination Agreement included herein. It was not certain at the time the OFP was signed that the Subordination Agreement could be negotiated, therefore necessitating the inclusion of the signature line for said Beneficiary. The Subordination Agreement was successfully obtained, therefore eliminating the need for the signature of said Beneficiary.

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AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, Sherry Lawhon and husband, Charles Lawhon, as Lessor (whether one or more), leased to Marshall R. Young Oil Co., as Lessee, 0.5826 acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, by virtue of an Oil, Gas and Mineral Lease dated January 27, 2006, Memorandum of said Oil, Gas and Mineral Lease recorded at Instrument No. D206067887, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, Marshall R. Young Oil Co. partially assigned the above-mentioned Oil, Gas and Mineral Lease to Quicksilver Resources Inc. by virtue of an "Assignment of Oil and Gas Leases" dated March 23, 2006, effective as of April 5, 2006, recorded at Instrument No. D206168536, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, it is the desire of Lessor and said Lessees to amend the legal description of the Leased Premises;

NOW, THEREFORE, for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessor does hereby agree and declare that said Oil, Gas and Mineral Lease shall be, and the same is hereby reformed and amended by deleting the following legal description of the Leased Premises as described therein:

> 0.5826 acres comprised of 2 portions of Lot 2-R-1, Block 2, Triangle Park Addition, an addition to the City of Fort Worth, **J. M. Daniel Survey,** Abstract 395, according to the Plat recorded in Volume 388-93, Page 337 of the Plat Records, Tarrant County, Texas; and being more particularly described as follows:
>
> 0.0275 acres, more or less, being a portion of Lot 2-R-1, Block 2, Triangle Park Addition, and being more particularly described by metes and bounds in that certain Special Warranty Deed effective June 29, 1999, from Outdoor Systems, Inc., a Delaware corporation, to Sherry Lawhon duly recorded at Volume 13940, Page 146 of the Deed Records of Tarrant County, Texas;
>
> 0.5551 acres, more or less, being a portion of Lot 2-R-1, Block 2, Triangle Park Addition, and being more particularly described by metes and bounds in that certain Warranty Deed effective June 29, 1999, from Al Herter to Sherry Lawhon duly recorded at Volume 13916, Page 211 of the Deed Records of Tarrant County, Texas.

And the Lessor and said Lessees desire to replace the above legal description of the Leased Premises with the following legal description:

> **1.5604 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same lands described in two (2) tracts as follows:
>
> Tract One: **0.0269 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Special Warranty Deed dated June 29, 1999, conveyed from Outdoor Systems, Inc. to Sherry Lawhon and recorded at Volume 13940, Page 146, Official Public Records, Tarrant County, Texas, together with all strips, gores and other parcels of land owned or claimed by Lessor located within and under Loop 820 lying contiguous and adjacent to said Tract One, to its centerline, and

COPY

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AMENDMENT OF DEED OF TRUST

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, Charles Lawhon and Sherry Lawhon, husband and wife, and Lawhon, Inc., a Texas Corporation, as Grantor (whether one or more), conveyed in trust to George Spears, as Trustee for the benefit of Charles Eugene Martin, as Lender, certain Lands situated in Tarrant County, Texas by virtue of a Deed of Trust dated August 31, 2004, recorded at Instrument No. D206289700, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, it is the desire of the Grantor, Trustee, and Lender to amend the legal description of the Mortgaged Premises;

NOW, THEREFORE, for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (whether one or more) do hereby agree and declare that said Deed of Trust shall be, and the same is hereby reformed and amended by deleting the following legal description of the Mortgaged Premises as described in the second page of Exhibit A therein:

4. **Legal description of land:**

Lot 1-B, Block 2, TRIANGLE PARK, an Addition to the City of Fort Worth, Tarrant County, Texas, according to revised plat recorded in Volume 388-51, Page 57, Deed Records of Tarrant County, Texas; SAVE AND EXCEPT the following described tract of land:

Beginning at a point in the east line of the East Loop 820 South Service Road and being the Northwest corner of said Lot 1-B, and being at the Southwest corner of Lot 1-R of Block 2, Triangle Park Addition; Thence South 75 deg 21 min East 528 feet along the South line of said Lot 1-R to a point for corner in the West line of Tract 15 of the J. M. Daniels Survey; Thence South along the

west line of Tract 15 of the J. M. Daniels Survey 117.6 feet to a point for corner; Thence North 77 deg 30 min West to a point in the east line of the East Loop 820 South Service Road to a point for the Southwest corner; Thence North 24 deg 52 min East 95 feet along the east line of the East Loop 820 South Service Road to the point of beginning.

And the Grantor, Trustee, and Lender desire to replace the above legal description of the Mortgaged Premises with the following legal description to be inserted in the second page of Exhibit A:

0.6919 (approximate) acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Warranty Deed dated June 29, 1999, conveyed from Al Herter to Sherry Lawhon and recorded at Volume 13916, Page 211, Official Public Records, Tarrant County, Texas.

For the same consideration recited above, the undersigned do hereby consent to, ratify, adopt, and confirm all of the terms and provisions of the Deed of Trust, as amended herein, and do hereby convey to the Trustee in trust for the benefit of the Lender, and to Lender's successors and assigns, the Lands covered by the Deed of Trust, as amended herein, upon and subject to all of the terms and provisions set out in the Deed of Trust, as amended herein. The undersigned hereby further declare that the Deed of Trust, as amended herein, in all its terms and provisions, is and remains a valid and subsisting Deed of Trust, and declares that the Deed of Trust is binding upon the successors and assigns of the undersigned.

COPY

Tract Two: **0.6919 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Warranty Deed dated June 29, 1999, conveyed from Al Herter to Sherry Lawhon and recorded at Volume 13916, Page 211, Official Public Records, Tarrant County, Texas, together with all strips, gores and other parcels of land owned or claimed by Lessor located within and under Loop 820 lying contiguous and adjacent to said **Tract Two**, to its centerline.

For the same consideration recited above, Lessor does hereby consent to, ratify, adopt, and confirm all of the terms and provisions of the Oil, Gas and Mineral Lease, as amended herein, and does hereby grant, lease, demise, and let to Lessees, their successors and assigns, the lands covered by the Oil, Gas and Mineral Lease, as amended herein, upon and subject to all of the terms and provisions set out in the Oil, Gas and Mineral Lease, as amended herein. The undersigned hereby further declares that the Oil, Gas and Mineral Lease, as amended herein, in all its terms and provisions, is and remains a valid and subsisting Oil, Gas, Mineral Lease, and declares that the Oil, Gas and Mineral Lease is binding upon the Lessor and Lessor's successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 26th day of March, 2008.

Sherry Lawhon

Sherry Lawhon

Charles Lawhon

Charles Lawhon

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 15TH day of APRIL, 2008. by Sherry Lawhon and husband, Charles Lawhon.

JOHN W. NIGH
Notary Public, State of Texas
My Commission Expires
July 30, 2008

Notary Public, State of Texas

COPY

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SUBORDINATION AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, Charles Lawhon and Sherry Lawhon, husband and wife, and Lawhon, Inc., a Texas Corporation, as Grantor (whether one or more), conveyed in trust to George Spears, as Trustee for the benefit of Charles Eugene Martin, as Lender, certain Lands situated in Tarrant County, Texas by virtue of a Deed of Trust dated August 31, 2004, recorded at Instrument No. D206289700, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, Sherry Lawhon and husband, Charles Lawhon, as Lessor (whether one or more), leased to Marshall R. Young Oil Co., as Lessee, 0.5826 acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, by virtue of an Oil, Gas and Mineral Lease dated January 27, 2006, Memorandum of said Oil, Gas and Mineral Lease recorded at Instrument No. D206067887, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, Marshall R. Young Oil Co. partially assigned the above-mentioned Oil, Gas and Mineral Lease to Quicksilver Resources Inc. by virtue of an "Assignment of Oil and Gas Leases" dated March 23, 2006, effective as of April 5, 2006, recorded at Instrument No. D206168536, Official Public Records, Tarrant County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, Sherry Lawhon and husband, Charles Lawhon desire that said Oil, Gas and Mineral Lease shall be superior to said Deed of Trust and the lien and security interest created thereby;

NOW, THEREFORE, for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, Charles Eugene Martin does hereby agree that his lien and security interest under the Deed of Trust are subordinate to said Oil, Gas and Mineral Lease, and in the event of the sale of said Lands by the Trustee under the power of sale in said Deed of Trust, it is hereby agreed that the leasehold estate created by said Oil, Gas and Mineral Lease shall in no way be affected by such sale. It is understood and agreed, however, that said lien and security interest shall not be impaired hereby as to the Lessor's reversionary mineral estate, if any, the possibility of reverter, if any, or as to the royalties that may have been or may be reserved, if any, by the owner of the above-described lands covered by said Oil, Gas and Mineral Lease. Charles Eugene Martin further agrees that Lessees are authorized to pay all bonuses, rentals, royalties, and other payments and compensation due under the Oil, Gas and Mineral Lease to Sherry Lawhon and husband, Charles Lawhon or their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 1 day of May, 2008.

Charles Eugene Martin

Charles Eugene Martin

STATE OF TEXAS §

COUNTY OF Hood §

This instrument was acknowledged before me on the 1 day of May, 2008, by Charles Eugene Martin.

AMY DIANE WOMMACK
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 1-10-2010

Amy Diane Wommack

Notary Public, State of Texas

COPY

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 27th day of January, 20 06, by and between

SHERRY LAWHON AND HUSBAND, CHARLES LAWHON

with mailing address at PO Box 40,Tolar, Texas 76476, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.5826 acres comprised of 2 portions of Lot 2-R-1, Block 2, Triangle Park Addition, an addition to the City of Fort Worth, **J. M. Daniel Survey,** Abstract 395, according to the Plat recorded in Volume 388-93, Page 337 of the Plat Records, Tarrant County, Texas; and being more particularly described as follows:

0.0275 acres, more or less, being a portion of Lot 2-R-1, Block 2, Triangle Park Addition, and being more particularly described by metes and bounds in that certain Special Warranty Deed effective June 29, 1999, from Outdoor Systems, Inc., a Delaware corporation, to Sherry Lawhon duly recorded at Volume 13940, Page 146 of the Deed Records of Tarrant County, Texas;

0.5551 acres, more or less, being a portion of Lot 2-R-1, Block 2, Triangle Park Addition, and being more particularly described by metes and bounds in that certain Warranty Deed effective June 29, 1999, from Al Herter to Sherry Lawhon duly recorded at Volume 13916, Page 211 of the Deed Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of **three** (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____ _____

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this _____ day of _____, 20____, by _____

_____

My Commission Expires:

_____

_____
Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated January 27, 2006, by and between **SHERRY LAWHON AND HUSBAND, CHARLES LAWHON** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering **0.5826 acres**, more or less, a part of the **J. M. Daniel Survey, A-395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying ***SIX HUNDRED*** and No/100 Dollars ($600.00***) per net mineral acre to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

LESSOR:

Sherry Lawhon

SHERRY LAWHON

Charles Lawhon

CHARLES LAWHON

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 1ST day of FEB, 2006, by **SHERRY LAWHON AND HUSBAND, CHARLES LAWHON**.

[SEAL]

VIVIAN MARTIN
MY COMMISSION EXPIRES
August 25, 2006

Vivian Martin

VIVIAN MARTIN
(Printed Name)
Notary Public in and for the State of Texas
My Commission Expires 8/25/06

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MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **JOYCE ANN PUTMAN**, whose address is PO Box 7371, Fort Worth, Texas 76111, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described and located in Tarrant County, Texas, to-wit:

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described on MEMORANDUM EXHIBIT A attached hereto and incorporated by reference the same as if fully copied and set forth herein.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated June 10th, 2006, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the June 10th, 2006.

Lessor(s):

By: Joyce Ann Putman
JOYCE ANN PUTMAN

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8th day of June 2006, by JOYCE ANN PUTMAN on behalf of Joyce Ann Putman.

[SEAL]

ANN WASHINGTON
Notary Public, State of Texas
My Commission Expires
DEC. 14, 2009

Ann Washington
Notary Public in and for the State of TEXAS
My Commission Expires: 12-14-09

17162-AO

Unofficial Document

MEMORANDUM EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June10th, 2006, by and between JOYCE ANN PUTMAN, as Lessor, and MARSHALL R. YOUNG OIL CO., as Lessee, covering the following described lands situated in Tarrant County, Texas:

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described as follows:

0.3030 acres, Lot 16, Block 13 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed December 16, 2000, from William H. Hardwick to Joyce Putman bearing County Clerk's Instrument Number D200282733 of the Official Public Records, Tarrant County, Texas;

2.0820 acres, Lot 8, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed August 3, 1987, from Linda Long, Trustee, to Luther D. Putman bearing County Clerk's Instrument Number D189008080 of the Official Public Records, Tarrant County, Texas;

0.397 acres, Lot 9, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed September 20, 1995, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D195171426 of the Official Public Records, Tarrant County, Texas;

0.874 acres, Lot 10, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed February 20, 2001, from Alma Lee to Joyce Putman bearing County Clerk's Instrument Number D201038844 of the Official Public Records, Tarrant County, Texas; and

2.330 acres, more or less, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed April 29, 1996, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D196082054 of the Official Public Records, Tarrant County, Texas.

UNOFFICIAL DOCUMENT

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #409
Fort Worth, TX 76107

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00), and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee" whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **JOYCE ANN PUTMAN,** whose address is PO Box 7371, Fort Worth, Texas 76111, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

FILED FOR RECORD TARRANT COUNTY, TEXAS
2006 JUN 29 PM 8:24
SUZANNE HENDERSON COUNTY CLERK

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described on MEMORANDUM EXHIBIT A attached hereto and incorporated by reference the same as if fully copied and set forth herein.

53623

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated June 10th , 2006, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the June 10th, 2006.

Lessor(s):

By: Joyce Ann Putman
JOYCE ANN PUTMAN

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of June 2006, by JOYCE ANN PUTMAN on behalf of Joyce Ann Putman.

[SEAL]

ANN WASHINGTON
Notary Public, State of Texas
My Commission Expires
DEC. 14, 2009

Ann Washington
Notary Public in and for the State of TEXAS
My Commission Expires: 12-14-09

17162-A0

COPY

D206220928

MEMORANDUM EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June10th, 2006, by and between JOYCE ANN PUTMAN, as Lessor, and MARSHALL R. YOUNG OIL CO., as Lessee, covering the following described lands situated in Tarrant County, Texas:

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described as follows:

0.3030 acres, Lot 16, Block 13 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed December 16, 2000, from William H. Hardwick to Joyce Putman bearing County Clerk's Instrument Number D200282733 of the Official Public Records, Tarrant County, Texas;

2.0820 acres, Lot 8, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed August 3, 1987, from Linda Long, Trustee, to Luther D. Putman bearing County Clerk's Instrument Number D189008080 of the Official Public Records, Tarrant County, Texas;

0.397 acres, Lot 9, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed September 20, 1995, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D195171426 of the Official Public Records, Tarrant County, Texas;

0.874 acres, Lot 10, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed February 20, 2001, from Alma Lee to Joyce Putman bearing County Clerk's Instrument Number D201038844 of the Official Public Records, Tarrant County, Texas; and

2.330 acres, more or less, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed April 29, 1996, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D196082054 of the Official Public Records, Tarrant County, Texas.

MRS. LINDA HOWARTH
MARSHALL R YOUNG OIL CO
1320 S UNIVERSITY DR #400
FT WORTH TX 76107

Submitter: MARSHALL R YOUNG OIL CO

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: 07/20/2006 08:21 AM
Instrument #: D206220928
OPR 3 PGS $20.00

By: _____

D206220928

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.

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 10th day of June, 20 06, by and between

JOYCE ANN PUTMAN 77360

with mailing address at PO Box 7371, Fort Worth, Texas, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described on LEASE EXHIBIT A attached hereto and incorporated by reference the same as if fully copied and set forth herein.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of three (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one -fourth (1/4) of the amount realized from such sale; ©) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17162-A0

LEASE NOT RECORDED - MEMORANDUM OF LEASE

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §
_____ §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20___, by _____
_____.

My Commission Expires: _____ _____
Notary Public, State of Texas

_____ Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June 10th, 2006, by and between **JOYCE ANN PUTMAN** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering **5.986 acres**, more or less, a part of the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying ***SIX HUNDRED*** and No/100 Dollars ($600.00***) per net mineral acre to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.

13. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder, including, but not by way of limitation, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: Joyce Ann Putman
JOYCE ANN PUTMAN

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 14th day of June 2006, by **JOYCE ANN PUTMAN** on behalf of Joyce Ann Putman

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
ANN WASHINGTON
Notary Public, State of Texas
My Commission Expires
DEC. 14, 2009

Ann Washington
Notary Public in and for the State of
My Commission Expires: 12-14-09

LEASE EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June 10th, 2006, by and between JOYCE ANN PUTMAN, as Lessor, and MARSHALL R. YOUNG OIL CO., as Lessee, covering the following described lands situated in Tarrant County, Texas:

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described as follows:

0.3030 acres, Lot 16, Block 13 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed December 16, 2000, from William H. Hardwick to Joyce Putman bearing County Clerk's Instrument Number D200282733 of the Official Public Records, Tarrant County, Texas;

2.0820 acres, Lot 8, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed August 3, 1987, from Linda Long, Trustee, to Luther D. Putman bearing County Clerk's Instrument Number D189008080 of the Official Public Records, Tarrant County, Texas;

0.397 acres, Lot 9, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed September 20, 1995, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D195171426 of the Official Public Records, Tarrant County, Texas;

0.874 acres, Lot 10, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed February 20, 2001, from Alma Lee to Joyce Putman bearing County Clerk's Instrument Number D201038844 of the Official Public Records, Tarrant County, Texas; and

2.330 acres, more or less,situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed April 29, 1996, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D196082054 of the Official Public Records, Tarrant County, Texas.

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **LUTHER D. PUTMAN,** whose address is 705 Donner Street, Las Vegas, NV 89107, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to-wit:

FILED
JUL 20
COUNTY CLERK
TARRANT COUNTY, TEXAS

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described on MEMORANDUM EXHIBIT A attached hereto and incorporated by reference the same as if fully copied and set forth herein.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated June 10th , 2006, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the June 10th, 2006.

Lessor(s):

By: Luther Putman LP
LUTHER D. PUTMAN

THE STATE OF Nevada §
§
COUNTY OF Clark §

This instrument was acknowledged before me on the 16th day of June 2006, by **LUTHER D. PUTMAN** on behalf of Luther D. Putman.

[SEAL]

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
COLLEEN A HERMANN
No: 06-104139-1
My Appointment Expires Feb 24, 2010

Colleen A. Hermann
Notary Public in and for the State of
My Commission Expires: 2-24-2010

17162-BO

Unofficial Document

MEMORANDUM EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June10th, 2006, by and between LUTHER D. PUTMAN, as Lessor, and MARSHALL R. YOUNG OIL CO., as Lessee, covering the following described lands situated in Tarrant County, Texas:

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described as follows:

0.3830 acres, Lot 16, Block 13 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed December 16, 2000, from William H. Hardwick to Joyce Putman bearing County Clerk's Instrument Number D200282733 of the Official Public Records, Tarrant County, Texas;

2.0820 acres, Lot 8, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed August 3, 1987, from Linda Long, Trustee, to Luther D. Putman bearing County Clerk's Instrument Number D187008080 of the Official Public Records, Tarrant County, Texas;

0.397 acres, Lot 9, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed September 20, 1995, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D195171426 of the Official Public Records, Tarrant County, Texas;

0.874 acres, Lot 10, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed February 20, 2001, from Alma Lee to Joyce Putman bearing County Clerk's Instrument Number D201038844 of the Official Public Records, Tarrant County, Texas; and

2.330 acres, more or less, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed April 29, 1996, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D196082054 of the Official Public Records, Tarrant County, Texas.

UNOFFICIAL DOCUMENT

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **LUTHER D. PUTMAN,** whose address is 705 Donner Street, Las Vegas, NV 89107, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

FILED
TARRANT COUNTY
2006 JUL 20 PM 12:55
SUZANNE HENDERSON
COUNTY CLERK

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-E, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described on MEMORANDUM EXHIBIT A attached hereto and incorporated by reference the same as if fully copied and set forth herein.

53623

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated June 10th , 2006, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the June 10th, 2006.

Lessor(s):

By: Luther Putman LP
LUTHER D. PUTMAN
Luther D Putman

THE STATE OF Nevada §
§
COUNTY OF Clark §

This instrument was acknowledged before me on the 16th day of June 2006, by **LUTHER D. PUTMAN** on behalf of Luther D. Putman.

[SEAL]

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
COLLEEN A HERMANN
No: 06-104139-1
My Appointment Expires Feb 24, 2010

Colleen A. Hermann
Notary Public in and for the State of
My Commission Expires: 2-24-2010

17162-B0

COPY

D206220929

MEMORANDUM EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June10th, 2006, by and between LUTHER D. PUTMAN, as Lessor, and MARSHALL R. YOUNG OIL CO., as Lessee, covering the following described lands situated in Tarrant County, Texas:

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described as follows:

0.3030 acres, Lot 16, Block 13 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed December 16, 2000, from William H. Hardwick to Joyce Putman bearing County Clerk's Instrument Number D200282733 of the Official Public Records, Tarrant County, Texas;

2.0820 acres, Lot 8, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed August 3, 1987, from Linda Long, Trustee, to Luther D. Putman bearing County Clerk's Instrument Number D189008080 of the Official Public Records, Tarrant County, Texas;

0.397 acres, Lot 9, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed September 20, 1995, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D195171426 of the Official Public Records, Tarrant County, Texas;

0.874 acres, Lot 10, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed February 20, 2001, from Alma Lee to Joyce Putman bearing County Clerk's Instrument Number D201038844 of the Official Public Records, Tarrant County, Texas; and

2.330 acres, more or less, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed April 29, 1996, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D196082054 of the Official Public Records, Tarrant County, Texas.

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Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 10th day of June, 20 06, by and between

LUTHER D. PUTMAN 77359

with mailing address at 705 Donner Street, Las Vegas, NV 89107, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described on LEASE EXHIBIT A attached hereto and incorporated by reference the same as if fully copied and set forth herein.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of three (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one -fourth (1/4) of the amount realized from such sale; ©) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

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MEMORANDUM OF LEASE
IS RECORDED

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §
_____ §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20___, by _____
_____.

My Commission Expires: _____
_____ Notary Public, State of Texas

_____ Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June 10th, 2006, by and between **LUTHER D. PUTMAN** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering **5.986 acres**, more or less, a part of the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying ***SIX HUNDRED*** and No/100 Dollars ($600.00***) per net mineral acre to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.

13. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder, including, but not by way of limitation, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: Luther D Putman
LUTHER D. PUTMAN

THE STATE OF Nevada §
§
COUNTY OF Clark §

This instrument was acknowledged before me on the 16th day of June 2006, by **LUTHER D. PUTMAN** on behalf of Luther D. Putman

[SEAL]

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
COLLEEN A. HERMANN
No: 06-104139-1
My Appointment Expires Feb 24, 2010

Colleen A. Hermann
Notary Public in and for the State of
My Commission Expires: 2-24-2010

LEASE EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June 10th, 2006, by and between LUTHER D. PUTMAN, as Lessor, and MARSHALL R. YOUNG OIL CO., as Lessee, covering the following described lands situated in Tarrant County, Texas:

5.986 acres, more or less, comprised of four (4) lots which are located in Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and one (1) 2.3300 acre tract of land, all situated in the J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described as follows:

0.3030 acres, Lot 16, Block 13 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed December 16, 2000, from William H. Hardwick to Joyce Putman bearing County Clerk's Instrument Number D200282733 of the Official Public Records, Tarrant County, Texas;

2.0820 acres, Lot 8, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed August 3, 1987, from Linda Long, Trustee, to Luther D. Putman bearing County Clerk's Instrument Number D189008080 of the Official Public Records, Tarrant County, Texas;

0.397 acres, Lot 9, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed September 20, 1995, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D195171426 of the Official Public Records, Tarrant County, Texas;

0.874 acres, Lot 10, Block 15 of Wilkes Estates, situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed February 20, 2001, from Alma Lee to Joyce Putman bearing County Clerk's Instrument Number D201038844 of the Official Public Records, Tarrant County, Texas; and

2.330 acres, more or less,situated in the **J.M. Daniel Survey,** A-395, Tarrant County, Texas; and being more particularly described in that certain deed executed April 29, 1996, from Marie Davis, a widow, to Luther D. Putman and wife, Joyce Ann Putman bearing County Clerk's Instrument Number D196082054 of the Official Public Records, Tarrant County, Texas.

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, a Delaware corporation, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **ARC18TX LP, d.b.a. Mulberry Heights MHC**, hereinafter called "Lessor", whose address is, 7887 E. Belleview Ave., Suite 200 Englewood Colorado 80111, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land, said oil, gas and constituent products being specifically limited to those contained in the Barnett Shale stratum located therein, located in Tarrant County, Texas, to wit: **10.178 acres**, more or less, (also known as Mulberry Heights) situated in the **J.M. Daniel Survey, Abstract 395**, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated July 11, 2006, from ARC III, L.L.C., a Delaware limited liability company, Grantor, to ARC18TX LP, a Delaware limited partnership, Grantee, duly recorded in the Official Records of Tarrant County, Texas, bearing County Clerk's Instrument No. D206223969;

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease by and between the parties hereto, dated as of August 1, 2006, covering said land, and providing for a primary term of 1.5 years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties, Lessor and Lessee, and is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of August 1, 2006.

Lessor: ARC18TX LP

By: _____
Larry D. Willard, C.E.O.

THE STATE OF COLORADO §
§ CORPORATE ACKNOWLEDGMENT
COUNTY OF DENVER §

This instrument was acknowledged before me on August 2, 2006, by Larry D. Willard, Chief Executive Officer, of **ARC18TX LP**, a limited partnership, on behalf of said entity.

[Seal]

Jami L Horwitz
Notary Public, State of Colorado

Jami L Horwitz
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 8/8/09

JAMI L. HORWITZ NOTARY PUBLIC STATE OF COLORADO
My commission expires 8/8/2009

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Unofficial Document

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into as of this 1st day of August, 2006, by and between **ARC18TX LP, d.b.a. Mulberry Heights MHC's,** with mailing address at 7887 E. Belleview Ave., Suite 200 Englewood Colorado 80111, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.,** 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor, in consideration of Four Thousand Dollars ($4,000.00) per mineral acre, in hand paid, as well as royalties and other good and valuable consideration, as herein provided, and of the agreement(s) of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, to produce, save, take care of, treat, transport and own said products, the following land in Tarrant County, Texas, to wit:

OIL, GAS AND MINERAL RIGHTS TRANSFERRED HEREBY CONTAIN ONLY THOSE IN THE BARNETT SHALE STRATUM (THE "LEASED ACREAGE") AS LOCATED SPECIFICALLY IN THE LAND AS SPECIFIED IN THE ADDENDUM HERETO.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys.

3. It is agreed that this lease shall remain in force for a term of 18 months from this date (the "Primary Term") and as long thereafter as oil, gas or other mineral is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the Primary Term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the Primary Term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of a dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term of this lease and said term has not lapsed as a result of continuously prosecuted operations as herein provided, then this lease shall continue in force so long as oil, gas or other mineral is being produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Notwithstanding the foregoing, Lessee acknowledges that it is in the best interests of Lessor to commence drilling on the unitized leasehold of which the leased premises is a part as soon as practicable and Lessee hereby undertakes to prosecute its drilling thereon as expeditiously as possible consistent with sound business practices. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. Except as may otherwise be provided herein, the royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. Either during or after the Primary Term, if there is an oil or gas well or wells on this lease or on land pooled therewith capable of producing in paying quantities, and this lease is not otherwise being maintained so as to generate revenue from the sale thereof, Lessee shall pay or tender an annual shut-in royalty of $65,000 for the initial year of payment, $33,000 for the second year and $16,500 for each year thereafter to which such payments are applicable. Payment with respect to a well shut-in as described above will be due within thirty (30) days after the well is shut-in. All subsequent shut-in royalty payments shall be made or tendered on or before the anniversary date of the first shut-in royalty payment. If Lessee, for any reason, should fail to make a shut-in royalty payment on or before its due date, this lease shall automatically terminate unless otherwise agreed to in writing by Lessor and Lessee. After a well that has been shut-in begins producing in paying quantities, Lessee may recoup the amount tendered or paid to Lessor as shut-in royalty during the period when the well was shut-in from 50 percent of the royalty then otherwise payable to Lessor until the entire amount paid as shut-in royalty has been recouped by Lessee. While shut-in royalty is timely and properly paid, the well or wells for which payment is made will be considered as producing in paying quantities for all purposes of this lease for the one year period following the date on which the shut-in royalty payment is made. The obligation of Lessee to pay shut-in royalty is a condition of this lease. The payment or tender of shut-in royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto at the address specified above on or before the due date.

6. Lessee hereby commits to pool or combine the land covered by this lease, as to oil and gas, or either of them, with other appropriate land, lease or leases in order to specifically drill and properly develop and operate said premises on a unitized basis, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding 100 acres, plus an acreage tolerance of ten percent (10%) of 100 acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed and approved by governmental authorities having jurisdiction and provided further that any wellhead located thereon may not be closer than 330 feet from the surface property line associated with any interest(s) hereby leased . Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata subject to this lease, and units so formed need not conform in size or area with the unit or units into which

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the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. Consistent with the above commitments, the pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder, provided that any such pooling arrangement(s) shall be approved by governmental authorities having jurisdiction and provided further that such pooling shall not reduce Lessor's percentage of participation as heretofore fixed by the terms of this lease. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except for the payment of royalties, lease acreage bonuses and/or shut in royalty allowances, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, lease acreage bonuses and/or shut in royalty allowances, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Consistent with the commitments undertaken in this lease and subject to appropriate governmental approval, Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Except for any obligation to pay shut-in royalty allowances, should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby transfers such right, title and interest to said leased land as it currently possess without warranty or any covenant as to the status of the interest so transferred. Lessor agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Subject to title verification by means of an independent third party title opinion to be provided to Lessor at the cost of Lessee, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

This Addendum is attached to and by this reference made a part of that certain Oil, Gas and Mineral Lease dated as of August 1 2006, by and between **ARC18TX LP, d.b.a. Mulberry Heights MHC's,** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, transferring the Leased Acreage, covering **10.178 acres**, more or less, (also known as Mulberry Heights) situated in the **J.M. Daniel Survey, Abstract 395**, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated July 11, 2006, from ARC III, L.L.C., a Delaware limited liability company, Grantor, to ARC18TX LP, a Delaware limited partnership, Grantee, duly recorded in the Official Records of Tarrant County, Texas, bearing County Clerk's Instrument No. D206223969.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the above described leased land without first obtaining the prior written consent of Lessor; however, Lessee may recover oil, gas and associated hydrocarbons from said land by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

13. Lessee is hereby given the option to extend the Primary Term of this lease for an additional 18 months from the expiration of the original Primary Term hereof. This option may be exercised by Lessee at any time during the original Primary Term by paying $4,000 and No/100 Dollars ($ Four Thousand) per net mineral acre to Lessor. This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other

provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor at the address stated above any time during the original Primary Term hereof. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the appropriate proportion to each such party. Should this option to extend the Primary Term be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of thirty-six (36) months.

14. Notwithstanding anything herein to the contrary, all royalties payable under this lease shall be made without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, marketing and/or otherwise making the oil, gas and other products produced hereunder ready for transportation, sale or use.

15. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AS WELL AS LESSOR'S AFFILIATES, AND ITS AND THEIR MANAGERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ASSIGNS, INSURERS AND SUCCESSORS IN INTEREST AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR NUISANCE, INJURY TO OR DEATH OF PERSONS, VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS AND FOR LOSS OR DAMAGE TO PROPERTY, OR ANY OF THEM, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY OR RESULTING FROM LESSEE'S OPERATIONS OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND SUBJECT TO LEASE OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, ITS INDEPENDENT CONTRACTORS AND ASSIGNS AND/OR SUCCESSORS IN INTEREST. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS LEASE.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

ARC18TX LP
BY: Larry D. Willard
ITS: Chief Executive Officer

THE STATE OF COLORADO§

COUNTY OF DENVER §

This instrument was acknowledged before me on the 2nd day of August, 2006, by Larry D. Willard, the CEO of **ARC18TX LP,** a limited partnership on behalf of said entity.

[SEAL]

JAMI L. HORWITZ NOTARY PUBLIC STATE OF COLORADO
My commission expires 8/8/2009

Jami L. Horwitz
Printed Name: Jami L. Horwitz
Notary Public, State of Colorado
My Commission Expires: 8/8/09

MARSHALL R. YOUNG OIL COMPANY
BY: J.G. Wilson
ITS: Vice President

THE STATE OF TEXAS§

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 4th day of August, 2006, by J.G. Wilson, the Vice President of **MARSHALL R. YOUNG OIL CO.** a corporation on behalf of said company.

[SEAL]

LINDA P. HOWARTH
Notary Public, State of Texas
My Commission Expires 11-30-08

Printed Name: Linda P. Howarth
Notary Public, State of Texas
My Commission Expires: 11-30-2008

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, a Delaware corporation, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **ARC18TX LP, d.b.a. Mulberry Heights MHC**, hereinafter called "Lessor", whose address is, 7887 E. Belleview Ave., Suite 200 Englewood Colorado 80111, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land, said oil, gas and constituent products being specifically limited to those contained in the Barnett Shale stratum located therein, located in Tarrant County, Texas, to wit: **10.178 acres**, more or less, (also known as Mulberry Heights) situated in the **J.M. Daniel Survey, Abstract 395**, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated July 11, 2006, from ARC III, L.L.C., a Delaware limited liability company, Grantor, to ARC18TX LP, a Delaware limited partnership, Grantee, duly recorded in the Official Records of Tarrant County, Texas, bearing County Clerk's Instrument No. D206223969;

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease by and between the parties hereto, dated as of August 1, 2006, covering said land, and providing for a primary term of 1.5 years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties, Lessor and Lessee, and is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of August 1, 2006.

Lessor: ARC18TX LP

By: _____
Larry D. Willard, C.E.O.

THE STATE OF COLORADO §
§ CORPORATE ACKNOWLEDGMENT
COUNTY OF DENVER §

This instrument was acknowledged before me on August 2, 2006, by Larry D. Willard, Chief Executive Officer, of **ARC18TX LP**, a limited partnership, on behalf of said entity.

[Seal]

Jami L Horwitz
Notary Public, State of Colorado

Jami L Horwitz
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 8/8/09

JAMI L. HORWITZ NOTARY PUBLIC STATE OF COLORADO
My commission expires 8/8/2009

17176-00

COPY

D206311125

MARSHALL R YOUNG OIL CO
1320 SOUTH UNIVERSITY DR
STE 400
FT WORTH TX 76107

Submitter: MARSHALL R YOUNG OIL CO

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: 08/07/2006 04:21 PM
Instrument #: D206242435
OPR 2 PGS $16.00

By: _____

D206242435

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.

(4)

NOTICE OF CONFIDENTIALITY: 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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

For and in consideration of ten dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, MARSHALL R. YOUNG OIL CO., a Delaware corporation, with mailing address at 1320 S. University Dr., Suite 400, Fort Worth, TX 76107 ("Assignor") does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to QUICKSILVER RESOURCES, INC., a Delaware corporation, with mailing address at 777 West Rosedale, Suite 300, Fort Worth, TX 76104 ("Assignee"), its successors and assigns, effective as of 7:00 a.m., Central Standard time on September 6, 2006 (the "Effective Date"), an undivided 75% of Assignor's right, title and interest in and to the oil and gas leases (each a "Lease" and collectively, the "Leases") more particularly described on Exhibit "A" attached hereto and made a part hereof together with all rights and privileges, including surface rights and privileges, easements, rights-of-way, licenses, authorizations and similar rights and interests owned or exercised by Assignor on, over or pertaining to the Leases.

Assignor hereby reserves unto itself, its successors and assigns, an overriding royalty interest ("ORRI") equal to the difference, if any, between lease burdens of record and 25% of all oil, gas and casinghead gas produced, saved and marketed from or attributable to the lands covered by the Leases. Said ORRI shall be reduced proportionately to the extent that (i) Assignor owns or conveys to Assignee less than 100% of a Lease, (ii) a Lease covers less than the full mineral interest in the lands covered thereby, or (iii) the lands covered by a Lease are pooled with other lands.

Assignee, its successors and assigns, shall have the same rights, options, privileges, and powers with respect to and in connection with the pooling, unitizing, or combining of Assignor's reserved overriding royalty interest as were given or granted to the Lessee under the terms of the Leases, and in the event of any such pooling, unitizing, or combining of the Leases from and after the effective date thereof, then Assignor's reserved overriding royalty interest shall be computed and paid on the same acreage basis or formula as provided for in the Leases included in said unit.

TO HAVE AND TO HOLD said right, title and interest unto Assignee, its successors and assigns forever, subject to the terms and conditions hereof and the terms, covenants and provisions of the Leases.

This Assignment is granted and accepted without warranty of title of any kind, either express or implied, except Assignor specially warrants and agrees to defend the title to the Leases against the lawful claims and demands of all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise. Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of an the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leases against Assignor's predecessors in title.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon Assignor and Assignee, their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed this 1st day of September, 2006 but effective as of the Effective Date herein.

MARSHALL R. YOUNG OIL CO.

By: _____
J. G. Wilson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on September 1, 2006 by J. G. Wilson, Vice President of Marshall R. Young Oil Co., a Delaware corporation, on behalf of said corporation.

My Commission Expires:
11/30/2008

LINDA P HOWARTH
NOTARY PUBLIC - State of Texas

BY _____

SUZANNE HENDERSON
COUNTY CLERK

2006 OCT 18 PM 1:46

FILED
TARRANT COUNTY TEXAS

FILE IN MRY FILE
#17176-00

4 of 5

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 19th day of July, 20 06, by and between

WILLIAM A. STANLEY AND WIFE, HOLLY STANLEY

with mailing address at PO Box 13187, Arlington, Texas 76094, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

5.2727 acres, more or less, comprised of fifteen (15) Lots located in Wilkes Estates, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded at Volume 388-L, Page 58, Plat Records, Tarrant County, Texas, situated in the **J.M. Daniel Survey, Abstract No. 395,** Tarrant County, Texas; and being more particularly described on **LEASE EXHIBIT A** attached hereto and incorporated by reference the same as if fully copied and set forth herein.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are anticipated as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fifth (1/5) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fifth (1/5) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fifth (1/5) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17180-00

Preliminary Draft

5. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the lands in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: _____
William A. Stanley

By: _____
Holly Stanley

THE STATE O F TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this 20th day of July, 2006, by William A. Stanley on behalf of William A. Stanley and Holly Stanley on behalf of Holly Stanley.

[SEAL]

_____
Notary Public, State of Texas

Printed Name: _____

My Commission Expires:

FAWN SPENCER
MY COMMISSION EXPIRES
February 23, 2010

Confidential Document

LEASE EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 19, 2006, by and between **WILLIAM A. STANLEY AND WIFE HOLLY STANLEY** as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering the following described lands situated in Tarrant County, Texas:

5.2727 acres of land, more or less, comprised of fifteen (15) lots which are situated in Wilkes Estates, a Subdivision of the **J. M. Daniel Survey**, Abstract No. 395, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-L, Page 58 of the Plat Records of Tarrant County, Texas; being more particularly described as follows:

0.3030 acres, more or less, being **Lot 19, Block 3** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095107 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 19, Block 5** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095105 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 19, Block 6** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated March 1, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204079302 of the Deed Records of Tarrant County, Texas;

0.3977 acres, more or less, being **Lot 20, Block 6** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 12, 2004, from Silver Sage, Ltd., a Texas limited partnership, to William A. Stanley, a married person, bearing County Clerk's Instrument No. D204095119 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 4, Block 7** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley , bearing County Clerk's Instrument No. D204110930 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 7, Block 7** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 12, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley, a married person , bearing County Clerk's Instrument No. D204095117 of the Deed Records of Tarrant County, Texas;

0.3977 acres, more or less, being **Lot 9, Block 7** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley, bearing County Clerk's Instrument No. D204095099 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 14, Block 7** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated March 1, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204079300 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 16, Block 7** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated March 1, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204079304 of the Deed Records of Tarrant County, Texas;

0.4405 acres, more or less, being **Lot 17, Block 7** of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095103 of the Deed Records of Tarrant County, Texas;

0.3246 acres, more or less being **Lot 18, Block 7** of Wilkes Estates, Tarrant County, Texas, and being the same lots described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife ,Holly Stanley bearing County Clerk's Instrument No. D204095123 of the Deed Records of Tarrant County, Texas;

Unofficial Document

0.3977 acres, more or less, being **Lot 10, Block 13** of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095127 of the Deed Records of Tarrant County, Texas;

0.3977 acres, more or less, being **Lot 11, Block 9** of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095101 of the Deed Records of Tarrant County, Texas; and

0.3977 acres, more or less, being **Lot 20, Block 9** of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095125 of the Deed Records of Tarrant County, Texas.

0.3977 acres, more or less, being **Lot 9, Block 14** of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095121 of the Deed Records of Tarrant County, Texas.

Unofficial Document

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

NOTICE OF CONFIDENTIALITY: 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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

For and in consideration of ten dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, MARSHALL R. YOUNG OIL CO., a Delaware corporation, with mailing address at 1320 S. University Dr., Suite 400, Fort Worth, TX 76107 ("Assignor") does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to QUICKSILVER RESOURCES, INC., a Delaware corporation, with mailing address at 777 West Rosedale, Suite 300, Fort Worth, TX 76104 ("Assignee"), its successors and assigns, effective as of 7:00 a.m., Central Standard time on October 5, 2006 (the "Effective Date"), an undivided 75% of Assignor's right, title and interest in and to the oil and gas leases (each a "Lease" and collectively, the "Leases") more particularly described on Exhibit "A" attached hereto and made a part hereof together with all rights and privileges, including surface rights and privileges, easements, rights-of-way, licenses, authorizations and similar rights and interests owned or exercised by Assignor on, over or pertaining to the Leases.

Assignor hereby reserves unto itself, its successors and assigns, an overriding royalty interest ("ORRI") equal to the difference, if any, between lease burdens of record and 25% of all oil, gas and casinghead gas produced, saved and marketed from or attributable to the lands covered by the Leases. Said ORRI shall be reduced proportionately to the extent that (i) Assignor owns or conveys to Assignee less than 100% of a Lease, (ii) a Lease covers less than the full mineral interest in the lands covered thereby, or (iii) the lands covered by a Lease are pooled with other lands.

Assignee, its successors and assigns, shall have the same rights, options, privileges, and powers with respect to and in connection with the pooling, unitizing, or combining of Assignor's reserved overriding royalty interest as were given or granted to the Lessee under the terms of the Leases, and in the event of any such pooling, unitizing, or combining of the Leases from and after the effective date thereof, then Assignor's reserved overriding royalty interest shall be computed and paid on the same acreage basis or formula as provided for in the Leases included in said unit.

TO HAVE AND TO HOLD said right, title and interest unto Assignee, its successors and assigns forever, subject to the terms and conditions hereof and the terms, covenants and provisions of the Leases.

This Assignment is granted and accepted without warranty of title of any kind, either express or implied, except Assignor specially warrants and agrees to defend the title to the Leases against the lawful claims and demands of all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise. Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of an the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leases against Assignor's predecessors in title.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon Assignor and Assignee, their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed this 27th day of September, 2006 but effective as of the Effective Date herein.

MARSHALL R. YOUNG OIL CO.

By: _____
J. G. Wilson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on September 27, 2006 by J. G. Wilson, Vice President of Marshall R. Young Oil Co., a Delaware corporation, on behalf of said corporation.

My Commission Expires:
11/30/2008

LINDA P. HOWARTH
Notary Public, State of Texas
My Commission Expires 11-30-08

Linda P. Howarth
NOTARY PUBLIC - State of Texas

BY _____

SUZANNE HENDERSON
COUNTY CLERK

2006 OCT 18 PM 1:46

FILED
TARRANT COUNTY TEXAS

MRY 17180-00

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 19th day of July, 20 06, by and between

WILLIAM A. STANLEY AND WIFE, HOLLY STANLEY

with mailing address at PO Box 13187, Arlington, Texas 76094, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/l00 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

5.2727 acres, more or less, comprised of fifteen (15) Lots located in Wilkes Estates, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded at Volume 388-L, Page 58, Plat Records, Tarrant County, Texas, situated in the **J.M. Daniel Survey, Abstract No. 395,** Tarrant County, Texas; and being more particularly described on **LEASE EXHIBIT A** attached hereto and incorporated by reference the same as if fully copied and set forth herein.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fifth (1/5) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fifth (1/5) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fifth (1/5) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

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COPY

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: _____
William A. Stanley

By: _____
Holly Stanley

THE STATE O F TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this 20th day of July, 2006, by William A. Stanley on behalf of William A. Stanley and Holly Stanley on behalf of Holly Stanley.

[SEAL]

_____
Notary Public, State of Texas

Printed Name: Fawn Spencer

My Commission Expires:

FAWN SPENCER
MY COMMISSION EXPIRES
February 23, 2010

LEASE EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 19, 2006, by and between **WILLIAM A. STANLEY AND WIFE HOLLY STANLEY** as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering the following described lands situated in Tarrant County, Texas:

5.2727 acres of land, more or less, comprised of fifteen (15) lots which are situated in Wilkes Estates, a Subdivision of the **J. M. Daniel Survey**, Abstract No. 395, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-L, Page 58 of the Plat Records of Tarrant County, Texas; being more particularly described as follows:

0.3030 acres, more or less, being **Lot 19, Block 3** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095107 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 19, Block 5** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095105 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 19, Block 6** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated March 1, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204079302 of the Deed Records of Tarrant County, Texas;

0.3977 acres, more or less, being **Lot 20, Block 6** of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 12, 2004, from Silver Sage, Ltd., a Texas limited partnership, to William A. Stanley, a married person, bearing County Clerk's Instrument No. D204095119 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 4, Block** 7 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley , bearing County Clerk's Instrument No. D204110930 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 7, Block** 7 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 12, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley, a married person , bearing County Clerk's Instrument No. D204095117 of the Deed Records of Tarrant County, Texas;

0.3977 acres, more or less, being **Lot 9, Block** 7 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed executed March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley, bearing County Clerk's Instrument No. D204095099 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 14, Block** 7 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated March 1, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204079300 of the Deed Records of Tarrant County, Texas;

0.3030 acres, more or less, being **Lot 16, Block** 7 of Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain deed dated March 1, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204079304 of the Deed Records of Tarrant County, Texas;

0.4405 acres, more or less, being **Lot 17, Block** 7 of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095103 of the Deed Records of Tarrant County, Texas;

0.3246 acres, more or less being **Lot 18, Block** 7 of Wilkes Estates, Tarrant County, Texas, and being the same lots described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife ,Holly Stanley bearing County Clerk's Instrument No. D204095123 of the Deed Records of Tarrant County, Texas;

0.3977 acres, more or less, being **Lot 10, Block 13** of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095127 of the Deed Records of Tarrant County, Texas;

0.3977 acres, more or less, being **Lot 11, Block 9** of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095101 of the Deed Records of Tarrant County, Texas; and

0.3977 acres, more or less, being **Lot 20, Block 9** of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095125 of the Deed Records of Tarrant County, Texas.

0.3977 acres, more or less, being **Lot 9, Block 14** of Wilkes Estates, Tarrant County, Texas and being the same lot described in that certain deed dated March 17, 2004, from Peter Carter and Camry, Ltd., a Texas limited partnership, to William A. Stanley and wife, Holly Stanley bearing County Clerk's Instrument No. D204095121 of the Deed Records of Tarrant County, Texas.

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2006 DEC 12 PM 3:01

SUZANNE HENDERSON
COUNTY CLERK

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 19th day of September, 2006, by and between

GOOD SHEPHERD TEMPLE OF PRAISE, INC.,

with mailing address at 5625 Oakdale Drive, Fort Worth, Texas 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

2.0225 acres of land, more or less, comprised of six (6) lots, situated in the J.M. Daniel Survey, Abstract No. 395, Tarrant County, Texas; and being more particularly described as follows:

Lot 8, Block 11 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records , Tarrant County, Texas; and being the same property conveyed in that General Warranty Deed dated June 8, 1996, from Richard L. Pruitt to Good Shepherd Missionary Baptist Church recorded at Volume 12488, Page 1969 of the Deed Records of Tarrant County, Texas;

Lots 1 and 2, Block 17 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records , Tarrant County, Texas; and being the same property conveyed in that Mineral Deed dated August 31, 2006, from Homestead Land Company to Good Shepherd Temple of Praise bearing County Clerk's Instrument Number D206282864 of the Official Public Records, Tarrant County, Texas; and

Lots 1, 2, and 3, of Block 7, Village Gardens, a Subdivision of the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, Texas; and being the same property conveyed in that certain Warranty Deed dated October 1, 1998, from Robert Villafranca to Good Shepherd Missionary Baptist Church recorded at Volume 13415, Page 473 of the Deed Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fifth (1/5) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fifth (1/5) of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-fifth (1/5) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment

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or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20__, by _____

My Commission Expires: _____ Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

Document

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated September 19th, 2006, by and between **GOOD SHEPARD TEMPLE OF PRAISE, INC.**, as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering **2.0225 acres**, more or less, a part of the **J.M. Daniel Survey, Abstract No. 395,** Tarrant County, Texas.

12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder, including, but not by way of limitation, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

Lessor(s):

By: Charlie E. Nickerson

Charlie E. Nickerson, President
GOOD ~~SHEPARD~~ SHEPHERD TEMPLE OF PRAISE, INC.

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on Nov 7, 06, 2006, by Charlie E. Nickerson, President, of Good Shepherd Temple Of Praise, a Texas corporation, on behalf of said corporation.

[Seal]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Notary Public, State of Texas
Sharon S. Brown
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 11-28-2009

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howard
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

Unofficial Document

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

FILED
TARRANT COUNTY TEXAS

2006 DEC 12 PM 3:00

SUZANNE HENDERSON
COUNTY CLERK
BY

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 19th day of September, 2006, by and between

GOOD SHEPHERD TEMPLE OF PRAISE, INC.,

with mailing address at 5625 Oakdale Drive, Fort Worth, Texas 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

2.0225 acres of land, more or less, comprised of six (6) lots, situated in the J.M. Daniel Survey, Abstract No. 395, Tarrant County, Texas; and being more particularly described as follows:

Lot 8, Block 11 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records , Tarrant County, Texas; and being the same property conveyed in that General Warranty Deed dated June 8, 1996, from Richard L. Pruitt to Good Shepherd Missionary Baptist Church recorded at Volume 12488, Page 1969 of the Deed Records of Tarrant County, Texas;

Lots 1 and 2, Block 17 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records , Tarrant County, Texas; and being the same property conveyed in that Mineral Deed dated August 31, 2006, from Homestead Land Company to Good Shepherd Temple of Praise bearing County Clerk's Instrument Number D206282864 of the Official Public Records, Tarrant County, Texas; and

Lots 1, 2, and 3, of Block 7, Village Gardens, a Subdivision of the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, Texas; and being the same property conveyed in that certain Warranty Deed dated October 1, 1998, from Robert Villafranca to Good Shepherd Missionary Baptist Church recorded at Volume 13445, Page 473 of the Deed Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fifth (1/5) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fifth (1/5) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fifth (1/5) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment

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if tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____ _____

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §

_____ §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20___, by _____

_____.

My Commission Expires: _____

_____ Notary Public, State of Texas

_____ Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated September 19th, 2006, by and between **GOOD ~~SHEPARD~~ SHEPHERD TEMPLE OF PRAISE, INC.**, as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering **2.0225 acres**, more or less, a part of the **J.M. Daniel Survey, Abstract No. 395,** Tarrant County, Texas.

12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder, including, but not by way of limitation, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

Lessor(s):

By: Charlie E. Nickerson

Charlie E. Nickerson, President

GOOD ~~SHEPARD~~ SHEPHERD TEMPLE OF PRAISE, INC.

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on Nov 7, 2006, by Charlie E. Nickerson, President, of Good Shepherd Temple Of Praise, a Texas corporation, on behalf of said corporation.

[Seal]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Sharon S. Brown
Notary Public, State of Texas

Sharon S. Brown
Notary's Name (Typed, Stamped or Printed)

My Commission Expires: 11-28-2009

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

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Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 12th day of January, 2007, by and between

Wayne Allen Smith

with mailing address at 5804 Wilkes Drive, Fort Worth, Texas 76119, Lessor (whether one or more), and **Marshall R. Young Oil Co.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.0303 acres of land, more or less, being Lot 12, Block 6 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded at Volume 388-L, Page 58, Plat records, situated in the **J.M. Daniel Survey**, Abstract No. 395, Tarrant County, Texas; and being more particularly described in that Warranty Deed with Vendor's Lien executed on October 24, 1986, from Ruth E. Kendrick to Wayne Allen Smith duly recorded at Volume 8733, Page 1556 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fifth (1/5) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fifth (1/5) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fifth (1/5) of the amount realized from such sale;(c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

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Unofficial Document

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: Wayne Allen Smith
WAYNE ALLEN SMITH

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 12th day of January 2007, by Wayne Allen Smith.

[SEAL]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Sharon S. Brown
Notary Public in and for the State of Texas.
My Commission Expires: Nov. 28, 2009

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

UNOFFICIAL DOCUMENT

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

2007 FEB -1 PM 3:25

SUZANNE HENDERSON
COUNTY CLERK

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 12th day of January BY, 20 07, by and between

Wayne Allen Smith

with mailing address at 5804 Wilkes Drive, Fort Worth, Texas 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.0303 acres of land, more or less, being Lot 12, Block 6 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded at Volume 388-L, Page 58, Plat records, situated in the **J.M. Daniel Survey**, Abstract No. 395, Tarrant County, Texas; and being more particularly described in that Warranty Deed with Vendor's Lien executed on October 24, 1986, from Ruth E. Kendrick to Wayne Allen Smith duly recorded at Volume 8733, Page 1556 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fifth (1/5) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fifth (1/5) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fifth (1/5) of the amount realized from such sale;(c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

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COPY

Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: Wayne Allen Smith
WAYNE ALLEN SMITH

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 12th day of January 2007. by Wayne Allen Smith.

[SEAL]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Sharon S. Brown
Notary Public in and for the State of Texas.
My Commission Expires: 11-28-2009

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **MARY STEWART a/k/a MARY L. SHERO, dealing solely in her separate property, no part of which is homestead**, whose address is 1005 Springfield Street, Mansfield, Texas 76063, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

0.2661 acres, more or less, being Lot 3, Block 3 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, Texas, situated in the **J.M. Daniel Survey, A-395**; and being more particularly described in that certain Warranty Deed with Vendor's Lien executed May 7, 1986, from Carole Ann Smith and Dorothy Burge Smith, d/b/a CASCO Properties to Mary L. Shero duly recorded in Volume 8543, Page 1077 of the Official Public Records of Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated July 3rd, 2007, covering said land, and providing for a primary term of two (2) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the July 3, 2007

Lessor(s):

By: Mary Stewart
MARY STEWART

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 3 day of July, 2007, by **MARY STEWART A/K/A/ MARY L. SHERO.**

[SEAL]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Sharon S. Brown
Notary Public in and for the State of Texas.
My Commission Expires: 11-28-09

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

Unofficial Document

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MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **MARY STEWART a/k/a MARY L. SHERO, dealing solely in her separate property, no part of which is homestead,** whose address is 1005 Springfield Street, Mansfield, Texas 76063, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

0.2661 acres, more or less, being Lot 3, Block 3 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, Texas, situated in the **J.M. Daniel Survey, A-395**; and being more particularly described in that certain Warranty Deed with Vendor's Lien executed May 7, 1986, from Carole Ann Smith and Dorothy Burge Smith, d/b/a CASCO Properties to Mary L. Shero duly recorded in Volume 8543, Page 1077 of the Official Public Records of Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated July 3rd, 2007, covering said land, and providing for a primary term of two (2) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the July 3, 2007

Lessor(s):

By: Mary Stewart
MARY STEWART

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 3 day of July 2007, by **MARY STEWART A/K/A/ MARY L. SHERO.**

[SEAL]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Sharon S. Brown

Notary Public in and for the State of Texas.
My Commission Expires: 11-28-09

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COPY

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

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 3rd day of July, 20 07, by and between Mary Stewart a/k/a Mary Shero, dealing solely in her separate property, no part of which is homestead, with mailing address at 1005 Springfield Street, Mansfield, Texas 76063, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/l00 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.2661 acres, more or less, being Lot 3, Block 3 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, Texas, situated in the **J.M. Daniel Survey, A-395**; and being more particularly described in that certain Warranty Deed with Vendor's Lien executed May 7, 1986, from Carole Ann Smith and Dorothy Burge Smith, d/b/a CASCO Properties to Mary L. Shero duly recorded in Volume 8543, Page 1077 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of two (2) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

LEASE NOT RECORDED-
MEMORANDUM OF LEASE
IS RECORDED

17302-00

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

~~All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.~~

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

_____ _____

~~Social Security Number:~~ _____ ~~Social Security Number:~~ _____

_____ _____

~~Social Security Number:~~ _____ ~~Social Security Number:~~ _____

~~THE STATE OF~~ _____ ~~§~~
_____ ~~§~~
~~COUNTY OF~~ _____ ~~§~~

~~This instrument was acknowledged before me this~~ _____ ~~day of~~ _____, ~~20___, by~~ _____
_____.

~~My Commission Expires:~~ _____ _____
~~Notary Public, State of Texas~~

_____ ~~Printed Name:~~ _____

~~[Seal]~~

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURES(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 3, 2007, by and between **MARY STEWART A/K/A MARY SHERO** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering 0.2661 **acres**, more or less, being Lot 3, Block 3 of Village Gardens, a part of the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying ***SEVEN HUNDRED FIFTY*** and No/100 Dollars ($750.00***) per Lot to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of four (4) years.

13. Not withstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: Mary Stewart
MARY STEWART

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 3 day of July 2007, by **MARY STEWART A/K/A MARY SHERO**

[SEAL]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Sharon S. Brown
Notary Public in and for the State of Texas.
My Commission Expires: 11-28-09

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

2007 APR -4 P 1:20

SUZANNE HENDERSON
COUNTY CLERK

Producers 88-Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 22nd day of January, 20 07, by and between **TRUCK AND TRAILER SERVICES, INC.,** a Texas corporation, with mailing address at 4300 East Loop 820 South, Fort Worth, Texas 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.,** 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

5.15 acres, more or less, situated in the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas;, comprised of two tracts described as follows:

3.067 acres, more or less, being all of Lot 12, Block 2, and a portion of Lot 11 and Lot 18, Block 2 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, Texas, and a portion of Lot A, Block 2 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-93, Page 372, Plat Records, Tarrant County, Texas; and being more particularly described by metes and bounds on Exhibit "A" in that Special Warranty Deed execute on June 24, 1993, from Federal Deposit Insurance Corporation to Truck and Trailer Services, Inc., a Texas corporation, duly recorded at Volume 11119, Page 1396 of the Official Public Records of Tarrant County, Texas; and

2.083 acres, more or less, being portions of Lots 1, 2, and 3, and all of Lots 4, 5, 6, 7, 8 and 9, Block 6 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, Texas; and a portion of Lot 3, Block 11 of Wilkes Estates, an addition to the City of Fort Worth, according to the plat thereof recorded at Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and being more particularly described by metes and bounds in Correction Warranty Deed with Vendor's Lien dated March 22, 2004, from Djavad Ghazisaid and wife, Rosetta P. Ghazisaid, to Truck and Trailer Services, Inc., a Texas corporation, duly recorded in the Official Public Records of Tarrant County, Texas, bearing County Clerk's Instrument Number D204375473.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of two (2) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

~~All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.~~

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

_____ _____

~~Social Security Number:~~ _____ ~~Social Security Number:~~ _____

_____ _____

~~Social Security Number:~~ _____ ~~Social Security Number:~~ _____

~~THE STATE OF~~ _____ §
_____ §
~~COUNTY OF~~ _____ §

~~This instrument was acknowledged before me this~~ _____ ~~day of~~ _____, ~~20~~ __, ~~by~~ _____
_____.

~~My Commission Expires:~~ _____ _____
~~Notary Public, State of Texas~~

~~Printed Name:~~ _____

~~[Seal]~~

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURES(S)

UNOFFICIAL DOCUMENT

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated January 22nd 2007, by and between **TRUCK AND TRAILER SERVICES, INC.**, a Texas corporation, as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering **5.15 acres**, more or less, situated in **J.M. Daniel Survey, A-395**, Tarrant County, Texas.

12. The provisions of this Addendum shall supersede and govern the foregoing provisions of this lease, and wherever the foregoing provisions of the lease are in conflict with the Addendum, the Addendum shall control. This lease, including the Addendum, shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

13. Notwithstanding anything herein to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder, including, but not by way of limitation, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises or land(s) pooled therewith.

14. The right and power to pool or unitize as granted herein in paragraph 6 above for the production of gas shall be limited 320 acres plus a tolerance of ten percent (10%).

15. In the event only a part or parts of the land covered by this lease instrument is pooled or unitized with other land, or lands, so as to form a pooled unit, or units, operations on or production from such unit, or units, will maintain this lease in force only as to the land included in such unit or units.

16. This lease cannot be maintained in force and effect by the payment of shut-in royalties as provided by paragraph 5 above for more than twenty-four (24) cumulative months beyond the end of the primary term. Royalty on actual production during the shut-in period will not be reduced by the amount of shut-in payments.

17. Lessee shall sell the oil and gas and other substances leased hereby at the then prevailing respective market value for said oil, gas and/or other substances in the field and/or area where the lease is located. The royalty due Lessor shall be based on the market value, or the actual amount received by Lessee, whichever is greater. Royalties shall be paid within ninety (90) days of first production. First production for a gas well shall be defined as the date of first sale of gas and for an oil well the date oil is first produced, other than for testing purposes. Thereafter unless otherwise specifically provided herein, all accountings and payments of royalties shall be made on or before the last day of the second calendar month following the calendar month in which the production occurred but not before the amount of accrued royalty due to Lessor exceeds FIFTY AND NO/100 DOLLARS ($50.00). Accrued royalties due to Lessor in amounts less than FIFTY AND NO/100 DOLLARS ($50.00) shall be paid to Lessor when the accrued amount of such royalties shall attain the sum of FIFTY AND NO/100 DOLLARS ($50.00) in the aggregate but no less frequently than annually. In addition, the interest rate to be applied to any payments not made within the times set forth above shall be calculated using the prime rate charged by Bank of America, N.A., or its successor, plus two (2) percent per annum.

18. Lessor hereby warrants and agrees to defend, by through or under Lessor but not otherwise, the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately, however, in the event of a failure of title with respect to ownership of the

UNOFFICIAL DOCUMENT

leased premises by Lessor, Lessor shall bear no liability or obligation for return of the bonus consideration paid for the execution of this lease.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

TRUCK AND TRAILER SERVICES, INC.

By: _____
GARY CAGLE, Vice President

THE STATE OF TEXAS §
§ CORPORATE ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on 2-19, 2007, by GARY CAGLE, Vice President of Truck and Trailer Services, Inc., a Texas corporation, on behalf of said corporation.

[Seal]

_____
Notary Public, State of Texas

_____
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 11/6/2010

Unofficial Document

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

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

FILED
TARRANT COUNTY TEXAS
2007 APR -4 P 1:20
SUZANNE HENDERSON
COUNTY CLERK

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 22nd day of January, 20 07, by and between **TRUCK AND TRAILER SERVICES, INC.,** a Texas corporation, with mailing address at 4300 East Loop 820 South, Fort Worth, Texas 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.,** 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

5.15 acres, more or less, situated in the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas;, comprised of two tracts described as follows:

3.067 acres, more or less, being all of Lot 12, Block 2, and a portion of Lot 11 and Lot 18, Block 2 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, Texas, and a portion of Lot A, Block 2 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-93, Page 372, Plat Records, Tarrant County, Texas; and being more particularly described by metes and bounds on Exhibit "A" in that Special Warranty Deed execute on June 24, 1993, from Federal Deposit Insurance Corporation to Truck and Trailer Services, Inc., a Texas corporation, duly recorded at Volume 11119, Page 1396 of the Official Public Records of Tarrant County, Texas; and

2.083 acres, more or less, being portions of Lots 1, 2, and 3, and all of Lots 4, 5, 6, 7, 8 and 9, Block 6 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, Texas; and a portion of Lot 3, Block 11 of Wilkes Estates, an addition to the City of Fort Worth, according to the plat thereof recorded at Volume 388-L, Page 58 of the Plat Records, Tarrant County, Texas, and being more particularly described by metes and bounds in Correction Warranty Deed with Vendor's Lien dated March 22, 2004, from Djavad Ghazisaid and wife, Rosetta P. Ghazisaid, to Truck and Trailer Services, Inc., a Texas corporation, duly recorded in the Official Public Records of Tarrant County, Texas, bearing County Clerk's Instrument Number D204375473.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of two (2) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17263-00 (GDPW)

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

~~All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.~~

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

_____ _____

~~Social Security Number:~~ _____ ~~Social Security Number:~~ _____

_____ _____

~~Social Security Number:~~ _____ ~~Social Security Number:~~ _____

~~THE STATE OF~~ _____ §
_____ §
~~COUNTY OF~~ _____ §

~~This instrument was acknowledged before me this~~ _____ ~~day of~~ _____, ~~20~~___, ~~by~~ _____
_____.

~~My Commission Expires:~~ _____
_____ _____
~~Notary Public, State of Texas~~

_____
~~Printed Name:~~ _____
~~[Seal]~~

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURES(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated January 22nd 2007, by and between **TRUCK AND TRAILER SERVICES, INC.**, a Texas corporation, as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering **5.15 acres**, more or less, situated in **J.M. Daniel Survey, A-395**, Tarrant County, Texas.

12. The provisions of this Addendum shall supersede and govern the foregoing provisions of this lease, and wherever the foregoing provisions of the lease are in conflict with the Addendum, the Addendum shall control. This lease, including the Addendum, shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

13. Notwithstanding anything herein to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder, including, but not by way of limitation, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises or land(s) pooled therewith.

14. The right and power to pool or unitize as granted herein in paragraph 6 above for the production of gas shall be limited 320 acres plus a tolerance of ten percent (10%).

15. In the event only a part, or parts of the land covered by this lease instrument is pooled or unitized with other land, or lands, so as to form a pooled unit, or units, operations on or production from such unit, or units, will maintain this lease in force only as to the land included in such unit or units.

16. This lease cannot be maintained in force and effect by the payment of shut-in royalties as provided by paragraph 5 above for more than twenty-four (24) cumulative months beyond the end of the primary term. Royalty on actual production during the shut-in period will not be reduced by the amount of shut-in payments.

17. Lessee shall sell the oil and gas and other substances leased hereby at the then prevailing respective market value for said oil, gas and/or other substances in the field and/or area where the lease is located. The royalty due Lessor shall be based on the market value, or the actual amount received by Lessee, whichever is greater. Royalties shall be paid within ninety (90) days of first production. First production for a gas well shall be defined as the date of first sale of gas and for an oil well the date oil is first produced, other than for testing purposes. Thereafter unless otherwise specifically provided herein, all accountings and payments of royalties shall be made on or before the last day of the second calendar month following the calendar month in which the production occurred but not before the amount of accrued royalty due to Lessor exceeds FIFTY AND NO/100 DOLLARS ($50.00). Accrued royalties due to Lessor in amounts less than FIFTY AND NO/100 DOLLARS ($50.00) shall be paid to Lessor when the accrued amount of such royalties shall attain the sum of FIFTY AND NO/100 DOLLARS ($50.00) in the aggregate but no less frequently than annually. In addition, the interest rate to be applied to any payments not made within the times set forth above shall be calculated using the prime rate charged by Bank of America, NA, or its successor, plus two (2) percent per annum.

18. Lessor hereby warrants and agrees to defend, by through or under Lessor but not otherwise, the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately, however, in the event of a failure of title with respect to ownership of the

leased premises by Lessor, Lessor shall bear no liability or obligation for return of the bonus consideration paid for the execution of this lease.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

TRUCK AND TRAILER SERVICES, INC.

By: _____
GARY CAGLE, Vice President

THE STATE OF TEXAS §
§ CORPORATE ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on 2-19, 2007, by GARY CAGLE, Vice President of Truck and Trailer Services, Inc., a Texas corporation, on behalf of said corporation.

[Seal]

LUCY M ANGEL
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-06-2010

_____
Notary Public, State of Texas

_____
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 11/6/2010

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

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 1st day of May, 20 07 by and between

DONALD K. SIEWERT A/K/A KENT SIEWERT AND WIFE, PATRICIA L. SIEWERT

with mailing address at 5500 Wilkes Drive, Fort Worth, Texas 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

FILED
TARRANT COUNTY, TEXAS
2007 MAY 23 AM 8:
BY:

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

2.1928 acres, more or less, comprised of the following three (3) tracts of land situated in Village Gardens, an Addition the City of Fort Worth, J.M. Daniel Survey, A-395, Tarrant County, Texas; and being more particularly described on **Lease Exhibit "A"** attached hereto and incorporated by reference the same as if fully copied and set fourth herein.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of two (*2*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

-34-00

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content per as above specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenants shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: _____
Donald K. Siewert

By: _____
PATRICIA L. SIEWERT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this _____ day of _____, 2007, by DONALD K. SIEWERT A/K/A KENT SIEWERT on behalf of Donald K. Siewert and by PATRICIA L. SIEWERT on behalf of Patricia L. Siewert.

[SEAL]

_____
Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURES(S)

Document is NOT OFFICIAL! This Document is the property of the Denton County Clerk and is NOT OFFICIAL!

LEASE EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated May 1st, 2007, by and between DONALD K. SIEWERT A/K/A KENT SIEWERT AND WIFE, PATRICIA SIEWERT, as Lessor, and MARSHALL R. YOUNG OIL CO., as Lessee, covering the following described lands situated in Tarrant County, Texas:

2.1928 acres, more or less, comprised of the following three (3) tracts of land situated in Village Gardens, an Addition to the City of Fort Worth, J.M. Daniel Survey, Abstract 395, Tarrant County, Texas; and being more particularly described as follows:

Tract 1: Lot 10, and a portion of Lot 11, Block 2, Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof, recorded in Volume 388-Y, Page 84, Plat Records, Tarrant County, and a portion of Lot A, Block 2 of Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-93, Page 371, Plat Records, Tarrant County, situated in the **J.M. Daniel Survey**, Abstract 395, Tarrant County, Texas; and being more particularly described by metes and bounds on **Exhibit "A"** in that certain Warranty Deed with Vendor's Lien executed on May 15, 1989, from NCNB Texas National Bank, a National Banking Association, to Donald K. Siewert and wife, Patricia L. Siewert duly recorded at Volume 9596, Page 2183 of the Official Public Records of Tarrant County, Texas;

Tract 2: Lots 16, 17, and 18, Block 5, Village Gardens an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, situated in the **J.M. Daniel Survey**, Abstract 395, Tarrant County, Texas; and being more particularly described in that certain Deed executed March 1, 2004, from Donna Jeanette Chism Bleyl, Independent Executrix of the Estate of Elwin Franklin Chism, deceased, to Kent and Patricia Siewert bearing County Clerk's Instrument Number D204062591 of the Official Public Records of Tarrant County, Texas; and

Tract 3: Lot 1, Block 5, Village Gardens, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-Y, Page 84, Plat Records, situated in the **J.M. Daniel Survey**, Abstract 395, Tarrant County, Texas; and being more particularly described on **Exhibit "A"** in that certain Warranty Deed and Contract of Sale dated September 29, 2006, from Eunice Pittman to Kent Siewert and Patricia Siewert bearing County Clerk's Instrument Number D207143141 of the Official Public Records of Tarrant County, Texas.

UNOFFICIAL DOCUMENT

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated May 1st, 2007, by and between **DONALD K. SIEWERT A/K/A KENT SIEWERT AND WIFE, PATRICIA L. SIEWERT** as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering **2.1928 acres**, more or less, situated in **Village Gardens, a part of the J.M. Daniel Survey, A-395**, Tarrant County, Texas.

12. The provisions of this Addendum shall supersede and govern the foregoing provisions of this lease, and wherever the foregoing provisions of the lease are in conflict with the Addendum, the Addendum shall control. This lease, including the Addendum, shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

13. Notwithstanding anything herein to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder, including, but not by way of limitation, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises or land(s) pooled therewith.

14. The right and power to pool or unitize as granted herein in paragraph 6 above for the production of gas shall be limited 320 acres plus a tolerance of ten percent (10%).

15. In the event only a part or parts of the land covered by this lease instrument is pooled or unitized with other land, or lands, so as to form a pooled unit, or units, operations on or production from such unit, or units, will maintain this lease in force only as to the land included in such unit or units.

16. This lease cannot be maintained in force and effect by the payment of shut-in royalties as provided by paragraph 5 above for more than twenty-four (24) cumulative months beyond the end of the primary term. Royalty on actual production during the shut-in period will not be reduced by the amount of shut-in payments.

17. Lessee shall sell the oil and gas and other substances leased hereby at the then prevailing respective market value for said oil, gas and/or other substances in the field and/or area where the lease is located. The royalty due Lessor shall be based on the market value, or the actual amount received by Lessee, whichever is greater. Royalties shall be paid within ninety (90) days of first production. First production for a gas well shall be defined as the date of first sale of gas and for an oil well the date oil is first produced, other than for testing purposes. Thereafter unless otherwise specifically provided herein, all accountings and payments of royalties shall be made on or before the last day of the second calendar month following the calendar month in which the production occurred but not before the amount of accrued royalty due to Lessor exceeds FIFTY AND NO/100 DOLLARS ($50.00). Accrued royalties due to Lessor in amounts less than FIFTY AND NO/100 DOLLARS ($50.00) shall be paid to Lessor when the accrued amount of such royalties shall attain the sum of FIFTY AND NO/100 DOLLARS ($50.00) in the aggregate but no less frequently than annually. In addition, the interest rate to be applied to any payments not made within the times set forth above shall be calculated using the prime rate charged by Bank of America, NA, or its successor, plus two (2) percent per annum.

18. Lessor hereby warrants and agrees to defend, by through or under Lessor but not otherwise, the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately, however, in the event of a failure of title with respect to ownership of the

UNOFFICIAL DOCUMENT

leased premises by Lessor, Lessor shall bear no liability or obligation for return of the bonus consideration paid for the execution of this lease.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: Donald K. Siewert
DONALD K. SIEWERT

By: Patricia L. Siewert
PATRICIA L. SIEWERT

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on May 11, 2007, by Donald K. Siewert a/k/a Kent Siewert and wife, Patricia L. Siewert.

[Seal]

Notary Public, State of

Notary's Name (Typed, Stamped or Printed)
My Commission Expires:

Kelly M. Hirsch

Unofficial Document

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

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

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

FILED
TARRANT COUNTY, TEXAS
2007 MAY 21 AM 11:12
SUZANNE HENDERSON
COUNTY CLERK
BY

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 1st day of May, 20 07 by and between

DONALD K. SIEWERT A/K/A KENT SIEWERT AND WIFE, PATRICIA L. SIEWERT

with mailing address at 5500 Wilkes Drive, Fort Worth, Texas 76119 Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee:

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

2.1928 acres, more or less, comprised of the following three (3) tracts of land situated in Village Gardens, an Addition the City of Fort Worth, J.M. Daniel Survey, A-395, Tarrant County, Texas; and being more particularly described on **Lease Exhibit "A"** attached hereto and incorporated by reference the same as if fully copied and set fourth herein.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of two (*2*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17286-00

COPY

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: _____
Donald K. Siewert

By: _____
PATRICIA L. SIEWERT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this _____ day of _____, 2007, by DONALD K. SIEWERT A/K/A KENT SIEWERT on behalf of Donald K. Siewert and by PATRICIA L. SIEWERT on behalf of Patricia L. Siewert.

[SEAL]

_____
Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURES(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated May 1st, 2007, by and between **DONALD K. SIEWERT A/K/A KENT SIEWERT AND WIFE, PATRICIA L. SIEWERT** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering **2.1928 acres**, more or less, situated in **Village Gardens, a part of the J.M. Daniel Survey, A-395**, Tarrant County, Texas.

12. The provisions of this Addendum shall supersede and govern the foregoing provisions of this lease, and wherever the foregoing provisions of the lease are in conflict with the Addendum, the Addendum shall control. This lease, including the Addendum, shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

13. Notwithstanding anything herein to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder, including, but not by way of limitation, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises or land(s) pooled therewith.

14. The right and power to pool or unitize as granted herein in paragraph 6 above for the production of gas shall be limited 320 acres plus a tolerance of ten percent (10%).

15. In the event only a part, or parts of the land covered by this lease instrument is pooled or unitized with other land, or lands, so as to form a pooled unit, or units, operations on or production from such unit, or units, will maintain this lease in force only as to the land included in such unit or units.

16. This lease cannot be maintained in force and effect by the payment of shut-in royalties as provided by paragraph 5 above for more than twenty-four (24) cumulative months beyond the end of the primary term. Royalty on actual production during the shut-in period will not be reduced by the amount of shut-in payments.

17. Lessee shall sell the oil and gas and other substances leased hereby at the then prevailing respective market value for said oil, gas and/or other substances in the field and/or area where the lease is located. The royalty due Lessor shall be based on the market value, or the actual amount received by Lessee, whichever is greater. Royalties shall be paid within ninety (90) days of first production. First production for a gas well shall be defined as the date of first sale of gas and for an oil well the date oil is first produced, other than for testing purposes. Thereafter unless otherwise specifically provided herein, all accountings and payments of royalties shall be made on or before the last day of the second calendar month following the calendar month in which the production occurred but not before the amount of accrued royalty due to Lessor exceeds FIFTY AND NO/100 DOLLARS ($50.00). Accrued royalties due to Lessor in amounts less than FIFTY AND NO/100 DOLLARS ($50.00) shall be paid to Lessor when the accrued amount of such royalties shall attain the sum of FIFTY AND NO/100 DOLLARS ($50.00) in the aggregate but no less frequently than annually. In addition, the interest rate to be applied to any payments not made within the times set forth above shall be calculated using the prime rate charged by Bank of America, NA, or its successor, plus two (2) percent per annum.

18. Lessor hereby warrants and agrees to defend, by through or under Lessor but not otherwise, the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately, however, in the event of a failure of title with respect to ownership of the

leased premises by Lessor, Lessor shall bear no liability or obligation for return of the bonus consideration paid for the execution of this lease.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: _____
DONALD K. SIEWERT

BY _____
PATRICIA L. SIEWERT

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on May 11, 2007, by Donald K. Siewert a/k/a Kent Siewert and wife, Patricia L. Siewert.

[Seal]

LUCY M ANGEL
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-03-2010

_____
Notary Public, State of _____

_____
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: _____

Lucy M. Angel

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **LARRY RIGGAN,** hereinafter called "Lessor", whose address is, 9510 Ravenswood Road, Granbury, Texas 76049. Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

0.5423 acres, more or less, being comprised of Lots 11, 12 and 13, Block 5 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey**, Abstract 395, Tarrant County, Texas: Save and Except a part of Lot 11, Block 5, conveyed September 18, 1958, recorded in Volume 3256, Page 119, Deed Records, Tarrant County, Texas, and a part of Lot 12, Block 5, conveyed September 8, 1958, recorded in Volume 3261, Page 277, Deed Records, Tarrant County, Texas; and being more particularly described in that certain General Warranty Deed executed January 13, 2006, from Lew Riggan SR, d/b/a Riggan Enterprises to Larry Riggan bearing County Clerk's Instrument Number D206018214 of the Official Public Records of Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated November 2nd, 2007, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 2nd, 2007.

Lessor(s):

By: _____
LARRY RIGGAN

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on November 5, 2007,
by LARRY RIGGAN

[Seal]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

_____
Notary Public, State of Texas

_____
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: _____

17349-00

FILED
TARRANT COUNTY, TEXAS
07 NOV 13 PM 1:18
SUZANNE HENDERSON
COUNTY CLERK

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howerth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

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0.5423 acres, more or less, being comprised of Lots 11, 12 and 13, Block 5 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey**, Abstract 395, Tarrant County, Texas: Save and Except a part of Lot 11, Block 5, conveyed September 18, 1958, recorded in Volume 3256, Page 119, Deed Records, Tarrant County, Texas, and a part of Lot 12, Block 5, conveyed September 8, 1958, recorded in Volume 3261, Page 277, Deed Records, Tarrant County, Texas; and being more particularly described in that certain General Warranty Deed executed January 13, 2006, from Lew Riggan SR, d/b/a Riggan Enterprises to Larry Riggan bearing County Clerk's Instrument Number D206018114 of the Official Public Records of Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated November 2nd, 2007, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 2nd, 2007.

Lessor(s):

By: _____
LARRY RIGGAN

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

ACKNOWLEDGMENT

This instrument was acknowledged before me on NOVEMBER 5, 2007, by LARRY RIGGAN.

[Seal]

FILED
TARRANT COUNTY, TEXAS
NOV 15 AM 8:19
ZAIDA E. HENDERSON
COUNTY CLERK

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Sharon S. Brown
Notary Public, State of Texas

Notary's Name (Typed, Stamped or Printed)
My Commission Expires: _____

17349-00

COPY

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

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

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 2nd day of November, 2007, by and between

Larry Riggan

with mailing address at 9510 Ravenswood Road, Granbury, Texas 76049, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.5423 acres, more or less, being comprised of Lots 11,12 and 13, Block 5 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey**, Abstract 395, Tarrant County, Texas: Save and Except a part of Lot 11, Block 5, conveyed September 18, 1958, recorded in Volume 3256, Page 119, Deed Records, Tarrant County, Texas, and a part of Lot 12, Block 5, conveyed September 8, 1958, recorded in Volume 3261, Page 277, Deed Records, Tarrant County, Texas; and being more particularly described in that certain General Warranty Deed executed January 13, 2006, from Lew Riggan SR, d/b/a Riggan Enterprises to Larry Riggan bearing County Clerk's Instrument Number D206018114 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of three (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $100 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

LEASE NOT RECORDED - MEMORANDUM OF LEASE IS RECORDED

#17349-00

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

Larry Riggan

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 20 07, by Larry Riggan.

[Seal]

Notary Public, State of Texas

Notary's Name (Typed, Stamped or Printed)
My Commission Expires: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 2nd, 2007, by and between **LARRY RIGGAN,** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering **0.5423** acres, more or less, and being comprised of Lots 11, 12 and 13, Block 5 of Wilkes Estates, situated in the the **JM Daniel Survey, Abstract No. 395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying _____ *** SEVEN HUNDRED-FIFTY *** and No/100 Dollars ($750.00*** _____) per Lot to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.

13. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: _____
LARRY RIGGAN

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on November 5, 2007, by LARRY RIGGAN.

[Seal]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

_____
Notary Public, State of Texas

_____
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: _____

NOTICE OF CONFIDENTIALITY: 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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

For and in consideration of ten dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, MARSHALL R. YOUNG OIL CO., a Delaware corporation, with mailing address at 1320 S. University Dr., Suite 400, Fort Worth, TX 76107 ("Assignor") does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to QUICKSILVER RESOURCES, INC., a Delaware corporation, with mailing address at 777 West Rosedale, Suite 300, Fort Worth, TX 76104 ("Assignee"), its successors and assigns, effective as of 7:00 a.m., Central Standard time on December 14, 2007 (the "Effective Date"), an undivided 75% of Assignor's right, title and interest in and to the oil and gas leases (each a "Lease" and collectively, the "Leases") more particularly described on Exhibit "A" attached hereto and made a part hereof together with all rights and privileges, including surface rights and privileges, easements, rights-of-way, licenses, authorizations and simliar rights and interests owned or exercised by Assignor on, over or pertaining to the Leases.

Assignor hereby reserves unto itself, its successors and assigns, an overriding royalty interest ("ORRI") equal to the difference, if any, between lease burdens of record and 25% of all oil, gas and casinghead gas produced, saved and marketed from or attributable to the lands covered by the Leases. Said ORRI shall be reduced proportionately to the extent that (i) Assignor owns or conveys to Assignee less than 100% of a Lease, (ii) a Lease covers less than the full mineral interest in the lands covered thereby, or (iii) the lands covered by a Lease are pooled with other lands.

Assignee, its successors and assigns, shall have the same rights, options, privileges, and powers with respect to and in connection with the pooling, unitizing, or combining of Assignor's reserved overriding royalty interest as were given or granted to the Lessee under the terms of the Leases, and in the event of any such pooling, unitizing, or combining of the Leases from and after the effective date thereof, then Assignor's reserved overriding royalty interest shall be computed and paid on the same acreage basis or formula as provided for in the Leases included in said unit.

TO HAVE AND TO HOLD said right, title and interest unto Assignee, its successors and assigns forever, subject to the terms and conditions hereof and the terms, covenants and provisions of the Leases.

This Assignment is granted and accepted without warranty of title of any kind, either express or implied, except Assignor specially warrants and agrees to defend the title to the Leases against the lawful claims and demands of all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise. Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of an the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leases against Assignor's predecessors in title.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon Assignor and Assignee, their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed this 10th day of December, 2007 but effective as of the Effective Date herein.

MARSHALL R. YOUNG OIL CO.

By: _____
J. G. Wilson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on December 10, 2007 by J. G. Wilson, Vice President of Marshall R. Young Oil Co., a Delaware corporation, on behalf of said corporation.

_____
NOTARY PUBLIC - State of Texas

My Commission Expires:
11/30/2008

LINDA P. HOWARTH
Notary Public State of Texas
My Comm. Exp. 11/30/2008

/inst/ASN-Quicksilver (AMI #34)

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **NORVILLE LEWIS RIGGAN, SR.**, hereinafter called "Lessor", whose address is, 110 North Waco Street, Hillsboro, Texas 76645. Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

0.5496 acres, more or less, being Lot 13R, Block 10 of Wilkes Estates, a revision of a portion of Lots 13 and 14 and all of Lot 15, in Block 10 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-128, Page 33, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey**, Abstract 395, Tarrant County, Texas; and being more particularly described in that certain Quit Claim Deed dated April 7, 2004, from Darlene W. Riggan to Norville Lewis Riggan, SR., bearing County Clerk's Instrument Number D204106626 of the Official Public Records of Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated November 12th, 2007, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 12th, 2007.

Lessor[s]:

By: _____
NORVILLE LEWIS RIGGAN, SR.

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on November 13, 2007,
by NORVILLE LEWIS RIGGAN, SR.

[Seal]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Notary Public, State of Texas

Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 11-28-2009

17351-00

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

UNOFFICIAL DOCUMENT

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **NORVILLE LEWIS RIGGAN, SR.**, hereinafter called "Lessor", whose address is, 110 North Waco Street, Hillsboro, Texas 76645. Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

0.5496 acres, more or less, being Lot 13R, Block 10 of Wilkes Estates, a revision of a portion of Lots 13 and 14 and all of Lot 15, in Block 10 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-128, Page 33, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey**, Abstract 395, Tarrant County, Texas; and being more particularly described in that certain Quit Claim Deed dated April 7, 2004, from Darlene W. Riggan to Norville Lewis Riggan, SR., bearing County Clerk's Instrument Number D204106626 of the Official Public Records of Tarrant County, Texas.

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated November 12th, 2007, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties Lessor and Lessee and which is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 12th, 2007.

Lessor(s):

By: _____
NORVILLE LEWIS RIGGAN, SR.

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on November 12, 2007, by NORVILLE LEWIS RIGGAN, SR.

[Seal]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

_____
Notary Public, State of Texas

_____
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 11-28-2009

17351-00

D207427554

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

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 12th day of November, 2007, by and between

Norville Lewis Riggan, SR

with mailing address at 110 North Waco Street, Hillsboro, Texas 76645, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/l00 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.5496 acres, more or less, being Lot 13R, Block 10 of Wilkes Estates, a revision of a portion of Lots 13 and 14 and all of Lot 15, in Block 10 of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-128, Page 33, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey**, Abstract 395, Tarrant County, Texas; and being more particularly described in that certain Quit Claim Deed dated April 7, 2004, from Darlene W. Riggan to Norville Lewis Riggan, SR., bearing County Clerk's Instrument Number D204106626 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of three (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $100 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17351-00

LEASE NOT RECORDED-
MEMORANDUM OF LEASE
IS RECORDED

6. 'Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

Norvelle Lewis Riggan, SR.

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 20 07,
by Norvelle Lewis Riggan, SR.

[Seal]

Notary Public, State of Texas

Notary's Name (Typed, Stamped or Printed)
My Commission Expires: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 12th, 2007, by and between **NORVILE LEWIS RIGGAN, SR.,** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering **0.5496** acres, more or less, and being Lot 13R, Block 10 of Wilkes Estates, situated in the the **JM Daniel Survey, Abstract No. 395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying _____ *** SEVEN HUNDRED-FIFTY *** and No/100 Dollars ($750.00***) per Lot to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.

13. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: _____
NORVILLE LEWIS RIGGAN, SR.

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

ACKNOWLEDGMENT

This instrument was acknowledged before me on November 12, 2007, by NORVILLE LEWIS RIGGAN, SR.

[Seal]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

_____
Notary Public, State of Texas

_____
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: _____

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **SUNAKO RICHEY AND HUSBAND, BILL J. RICHEY**, hereinafter called "Lessor", whose address is, 509 South Judd Street, White Settlement, Texas 76108, Lessor, has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

> Comprised of 2 (TWO) lots which are situated in Block 3 and Block 13 of Wilkes Estates, a subdivision of the City of Fort Worth, according to the plat thereof recorded in Volume 388-1, Page 58, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas, being more particularly described as the following:
>
> **Lot 20, Block 3**, Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain Warranty Deed dated June 14, 1984, from Stephen J. Stephens and wife, Sharlene Stephens to Sunako Richey duly recorded in Volume 7860, Page 2189 of the Official Public Records of Tarrant County, Texas;
>
> **Lot 6, Block 13**, Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain Warranty Deed dated June 14, 1984, from Stephen J. Stephens and wife, Sharlene K. Stephens to Sunako Richey duly recorded in Volume 7860, Page 2191 of the Official Public Records of Tarrant County, Texas;

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated **November 14, 2007**, covering said land, and providing for a primary term of five (5) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties hereto and is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 14, 2007.

LESSOR:

By: Sunako Richey
Sunako Richey

LESSOR:

By: Bill J. Richey
Bill J. Richey

FILED
TARRANT COUNTY TEXAS
07 DEC 28 PM
SUZANNE HENDERSON
COUNTY CLERK

17371-00

Document Document

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **SUNAKO RICHEY AND HUSBAND, BILL J. RICHEY**, hereinafter called "Lessor", whose address is, 509 South Judd Street, White Settlement, Texas 76108, Lessor, has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

Comprised of 2 (TWO) lots which are situated in Block 3 and Block 13 of Wilkes Estates, a subdivision of the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas, being more particularly described as the following:

Lot 20, Block 3, Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain Warranty Deed dated June 14, 1984, from Stephen J. Stephens and wife, Sharlene Stephens to Sunako Richey duly recorded in Volume 7860, Page 2189 of the Official Public Records of Tarrant County, Texas;

Lot 6, Block 13, Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain Warranty Deed dated June 14, 1984, from Stephen J. Stephens and wife, Sharlene K. Stephens to Sunako Richey duly recorded in Volume 7860, Page 2191 of the Official Public Records of Tarrant County, Texas;

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated **November 14, 2007**, covering said land, and providing for a primary term of five (5) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties hereto and is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 14, 2007.

LESSOR:

By: Sunako Richey
Sunako Richey

LESSOR:

By: Bill J. Richey
Bill J. Richey

FILED
TARRANT COUNTY, TEXAS
07 DEC 28 PM 2:43
SUZANNE HENDERSON
COUNTY CLERK

17371-00

COPY

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

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 14 day of NOVEMBER, 20 07, by and between

SUNAKO RICHEY AND HUSBAND, BILL J. RICHEY

with mailing address at 509 SOUTH JUDD STREET, WHITE SETTLEMENT, TEXAS 76108, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/l00 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

Comprised of 2 (TWO) lots which are situated in Block 3 and Block 13 of Wilkes Estates, a subdivision of the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey, Abstract No. 395**, Tarrant County, Texas, being more particularly described as the following:

Lot 20, Block 3, Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain Warranty Deed dated June 14, 1984, from Stephen J. Stephens and wife, Sharlene Stephens to Sunako Richey duly recorded in Volume 7860, Page 2189 of the Official Public Records of Tarrant County, Texas;

Lot 6, Block 13, Wilkes Estates, Tarrant County, Texas, and being the same lot described in that certain Warranty Deed dated June 14, 1984, from Stephen J. Stephens and wife, Sharlene K. Stephens to Sunako Richey duly recorded in Volume 7860, Page 2191 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $100 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

LEASE NOT RECORDED - MEMORANDUM OF LEASE IS RECORDED

17371-00

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

LESSOR:

Sunako Richey

Sunako Richey

LESSOR:

Bill J. Richey

Bill J. Richey

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 14 day of November, 2007, by SUNAKO RICHEY AND HUSBAND, BILL J. RICHEY.

[Seal]

NOTARY PUBLIC STATE OF TEXAS
Kevin E Rhodes
My Commission Expires
12/28/2008

L. E. Rhodes

Notary Public, State of Texas

Kevin E. Rhodes

Notary's Name (Typed, Stamped or Printed)

My Commission Expires: 12/28/08

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **EDWARD J. MALONE AND WIFE, JOHNNIE M. MALONE**, hereinafter called "Lessor", whose address is, 3906 Carey Street, Fort Worth, Texas 76119, Lessor, has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

> **Lot 14, Block 13,** of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey, Abstract 395**, Tarrant County, Texas; and being more particularly described in that certain Warranty Deed dated September 21, 1992, from Ella Wilkes Brown to Rev. Edward J. Malone duly recorded in Volume 10794, Page 1758 of the Official Public Records of Tarrant County, Texas;

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated **November 30, 2007**, covering said land, and providing for a primary term of five (5) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties hereto and is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 30, 2007.

LESSOR:

By: Edward J. Malone
Edward J. Malone

LESSOR:

By: Johnnie M. Malone
Johnnie M. Malone

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 3 day of December 2007, by EDWARD J. MALONE AND WIFE, JOHNNIE M. MALONE.

[SEAL]

Kevin E Rhodes
My Commission Expires
12/28/2008

Notary Public, State of Texas
Kevin E. Rhodes
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 12/28/08

17374-00

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howard
Marshall R. Young Oil Co.
1320 S. University Dr. #400
Fort Worth, TX 76107

Unofficial Document

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

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **EDWARD J. MALONE AND WIFE, JOHNNIE M. MALONE**, hereinafter called "Lessor", whose address is, 3906 Carey Street, Fort Worth, Texas 76119, Lessor, has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products, including sulphur produced therewith, the following described land located in Tarrant County, Texas, to wit:

> **Lot 14, Block 13,** of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey**, **Abstract 395**, Tarrant County, Texas; and being more particularly described in that certain Warranty Deed dated September 21, 1992, from Ella Wilkes Brown to Rev. Edward J. Malone duly recorded in Volume 10794, Page 1758 of the Official Public Records of Tarrant County, Texas;

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated **November 30, 2007**, covering said land, and providing for a primary term of five (5) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties hereto and is incorporated herein by reference and made a part hereof as if set forth at length herein, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the November 30, 2007.

LESSOR:

By: Edward J. Malone
Edward J. Malone

LESSOR:

By: Johnnie M. Malone
Johnnie M. Malone

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 3 day of December 2007, by EDWARD J. MALONE AND WIFE, JOHNNIE M. MALONE.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
Kevin E Rhodes
My Commission Expires
12/28/2008

K. E. Rhodes
Notary Public, State of Texas
Kevin E. Rhodes
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 12/28/08

17374-00

COPY

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

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 30 day of NOVEMBER, 20 07, by and between

EDWARD J. MALONE AND WIFE, JOHNNIE M. MALONE

with mailing address at 3906 CAREY STREET, FORT WORTH, TEXAS 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

Lot 14, Block 13, of Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, situated in the **J.M. Daniel Survey**, **Abstract 395**, Tarrant County, Texas; and being more particularly described in that certain Warranty Deed dated September 21, 1992, from Ella Wilkes Brown to Rev. Edward J. Malone duly recorded in Volume 10794, Page 1758 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $100 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

LEASE NOT RECORDED-
MEMORANDUM OF LEASE
IS RECORDED

17374-00

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

LESSOR:

Edward J. Malone

Edward J. Malone

LESSOR:

Johnnie M. Malone

Johnnie M. Malone

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 3 day of DECEMBER, 2007, by EDWARD J. MALONE AND WIFE, JOHNNIE M. MALONE.

[Seal]

NOTARY PUBLIC STATE OF TEXAS
Kevin E Rhodes
My Commission Expires
12/28/2008

K. E. Rhodes

Notary Public, State of Texas

Kevin E Rhodes

Notary's Name (Typed, Stamped or Printed)

My Commission Expires: 12/28/08

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

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 30th day of November, 20 07, by and between

John. J. Koslow and wife, Judy Koslow

with mailing address at 4333 East Loop 820 South, Fort Worth, Texas 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

2.24 acres of land, more or less, comprised of the following two (2) tracts of land situated in the **JM Daniel Survey, Abstract No. 395,** Tarrant County, Texas; being more particularity described as Lot 11R, Block 3, Wilkes Estates, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-167, Page 40, Plat Records of Tarrant County, Texas; and Lot 8R, Block 5, Wilkes Estates, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-172, Page 62, Plat Records of Tarrant County, Texas, and being the same property described in that certain Special Warranty Deed dated July 7, 2003, from Leito's Supply, Inc. to Leito Enterprises, L.P., a Texas limited partnership, bearing County Clerk's Instrument Number D203471730 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of three (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____ _____

Social Security Number: _____ Social Security Number: _____

_____ _____

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20___, by _____

_____.

My Commission Expires:
_____

_____
Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #400
Fort Worth, TX 76107

CONFIDENTIAL DOCUMENT

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 30th, 2007, by and between **JOHN J. KOSLOW AND WIFE, JUDY KOSLOW,** as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering **2.24 acres**, more or less, situated in Wilkes Estates, a part of the **JM Daniel Survey, Abstract No. 395**, Tarrant County, Texas.

12. Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the leased premises. However, Lessee may recover oil, gas, and associated hydrocarbons from the leased premises by directional or horizontal drilling, pooling unitization but only so long as it does not disturb any surface use of the leased premises or any portion of the leased premises deemed to be a part of the surface during the existence of this lease. Furthermore, Lessee does not acquire any rights of ingress and egress through or across the leased premises whatsoever.

13. This lease covers only oil, gas and other liquid and gaseous hydrocarbons as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type which shall be produced from lands separate and apart from independent of oil, gas or other liquid and gaseous hydrocarbons.

14. Lessor warrants title to the leased premises by, through, and under Lessor, but not otherwise. All warranties which may arise by common law or by statute including but not limited to § 5.023 of the Texas Property Code (or its successors) are excluded.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

SIGNED FOR IDENTIFICATION:

Lessors:

By: _____
JOHN J. KOSLOW

By: _____
JUDY KOSLOW

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on December 5, 2007, by John J. Koslow and wife, Judy Koslow

[Seal]

JANIE NICHOLLS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 11/15/2009

_____
Notary Public, State of Texas
Janie Nicholls
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 11-15-09

UNOFFICIAL DOCUMENT

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

FILED
TARRANT COUNTY, TEXAS
DEC 23 2 ..
COUNTY CLERK

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 30th day of November, 20 07, by and between

John. J. Koslow and wife, Judy Koslow

with mailing address at 4333 East Loop 820 South, Fort Worth, Texas 76119, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/l00 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

2.24 acres of land, more or less, comprised of the following two (2) tracts of land situated in the **JM Daniel Survey, Abstract No. 395,** Tarrant County, Texas; being more particularity described as Lot 11R, Block 3, Wilkes Estates, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-167, Page 40, Plat Records of Tarrant County, Texas; and Lot 8R, Block 5, Wilkes Estates, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-172, Page 62, Plat Records of Tarrant County, Texas, and being the same property described in that certain Special Warranty Deed dated July 7, 2003, from Leito's Supply, Inc. to Leito Enterprises, L.P., a Texas limited partnership, bearing County Clerk's Instrument Number D203471730 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of three (*3*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

17374-00

COPY

Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

_____ _____

Social Security Number: _____ Social Security Number: _____

_____ _____

Social Security Number: _____ Social Security Number: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20____, by _____

_____.

My Commission Expires:

_____

_____
Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated November 30th, 2007, by and between **JOHN J. KOSLOW AND WIFE, JUDY KOSLOW,** as Lessor, and **MARSHALL R. YOUNG OIL CO.,** as Lessee, covering **2.24 acres**, more or less, situated in Wilkes Estates, a part of the **JM Daniel Survey, Abstract No. 395**, Tarrant County, Texas.

12. Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the leased premises. However, Lessee may recover oil, gas, and associated hydrocarbons from the leased premises by directional or horizontal drilling, pooling unitization but only so long as it does not disturb any surface use of the leased premises or any portion of the leased premises deemed to be a part of the surface during the existence of this lease. Futhermore, Lessee does not acquire any rights of ingress and egress through or across the leased premises whatsoever.

13. This lease covers only oil, gas and other liquid and gaseous hydrocarbons as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover gravel, uranium, fissionable materials, coal, lignite or any hard minerals or substances of any type which shall be produced from lands separate and apart from independent of oil, gas or other liquid and gaseous hydrocarbons.

14. Lessor warrants title to the leased premises by, through, and under Lessor, but not otherwise. All warranties which may arise by common law or by statute including but not limited to § 5.023 of the Texas Property Code (or its successors) are excluded.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

SIGNED FOR IDENTIFICATION:

Lessors:

By: _____
JOHN J. KOSLOW

By: _____
JUDY KOSLOW

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on December 5, 2007, by John J. Koslow and wife, Judy Koslow.

[Seal]

JANIE NICHOLLS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 11/15/2009

_____
Notary Public, State of Texas
Janie Nicholls
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 11-15-09

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

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 10th day of December, 20 07, by and between

Doris Marie Hunt, a widow

with mailing address at 7216 Ellis Road, Fort Worth, Texas 76112, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor, in consideration of Ten and no/100 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.6060 acres of land, more or less, being comprised of Lots 16 and 17, Block 5, Wilkes Estates, an Addition to the City of Fort Worth according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, Texas; situated in the **JM Daniel Survey, Abstract No. 395,** Tarrant County, Texas; being more particularity described as follows:

Lot 16, Block 5, Wilkes Estates, being more particularity described in that certain Quit Claim Deed executed April 7, 1973, from Annie Oneta Hunt Stovall to Donald Wayne Hunt and Doris M. Hunt duly recorded at Volume 5452, Page 696 of the Official Public Records of Tarrant County, Texas; and

Lot 17, Block 5, Wilkes Estates, being more particularity described in that certain Trustee's Deed executed October 5, 1971, from J.C. Llewellyn, as Trustee, to Donald W. Hunt and wife, Doris M. Hunt duly recorded at Volume 5126, Page 114 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents (.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: Doris Marie Hunt
DORIS MARIE HUNT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

ACKNOWLEDGMENT

This instrument was acknowledged before me on 12-19, 2007
by Doris Marie Hunt.

[Seal]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Sharon S. Brown
Notary Public, State of Texas

Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 11-28-2009

RETURN RECORDED ORIGINAL TO:
Mrs. Linda Howarth
Marshall R. Young Oil Co.
1320 S. University Dr., #600
Fort Worth, TX 76107

UNOFFICIAL DOCUMENT

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

FILED
TARRANT COUNTY, TEXAS
2007 DEC 28 PM 2:
DOUG HENDERSON
COUNTY CLERK

Producers 88 Paid-Up Lease (719 2-64) (Y 3-01)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 10th day of December, 20 07, by and between

Doris Marie Hunt, a widow

with mailing address at 7216 Ellis Road, Fort Worth, Texas 76112, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL CO.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor in consideration of Ten and no/l00 Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following land in TARRANT County, TEXAS, to-wit:

0.6060 acres of land, more or less, being comprised of Lots 16 and 17, Block 5, Wilkes Estates, an Addition to the City of Fort Worth according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, Texas; situated in the **JM Daniel Survey, Abstract No. 395,** Tarrant County, Texas; being more particularity described as follows:

Lot 16, Block 5, Wilkes Estates, being more particularity described in that certain Quit Claim Deed executed April 7, 1973, from Annie Oneta Hunt Stovall to Donald Wayne Hunt and Doris M. Hunt duly recorded at Volume 5452, Page 896 of the Official Public Records of Tarrant County, Texas; and

Lot 17, Block 5, Wilkes Estates, being more particularity described in that certain Trustee's Deed executed October 5, 1971, from J.C. Llewellyn, as Trustee, to Donald W. Hunt and wife, Doris M. Hunt duly recorded at Volume 5126, Page 144 of the Official Public Records of Tarrant County, Texas.

2. This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys. This is a lease in gross and not by the acre and the bonus money paid shall be effective to cover all such lands irrespective of the number of acres contained therein.

3. It is agreed that this lease shall remain in force for a term of five (*5*) years from this date and as long thereafter as oil, gas or other minerals is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas or other mineral shall be produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ($.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to $10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

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COPY

its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil either of them, with any other land, lease or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units or to amend any unit created hereunder. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The formation of the unit shall be effective as of the date stated in the designation which may be a date retroactive to the date of first production from the well or wells included in the unit. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or re-working operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of its royalty interest bears to the total acreage so pooled in the particular unit involved. Lessee may, at any time, whether before or after production is obtained from any unit created hereunder, amend the unit by adding additional acreage thereto, removing acreage therefrom, or substituting acreage in the unit, but the amended unit shall in no event exceed acreage content hereinabove specified. In the event an existing unit is so amended, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land in the amended unit, provided that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event, the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. Lessee may terminate any unitized area by filing of record notice of termination.

7. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of the recorded instrument evidencing same. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or re-working operations thereon or from producing oil or gas therefrom by reason of scarcity or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failures to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or all of the parties who execute this lease as Lessor.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other monies which may accrue shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

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

By: Doris Marie Hunt
DORIS MARIE HUNT

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF TARRANT §

This instrument was acknowledged before me on 12-19, 20 07, by Doris Marie Hunt.

[Seal]

SHARON S. BROWN
Notary Public, State of Texas
My Commission Expires
November 28, 2009

Sharon S. Brown
Notary Public, State of Texas

Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 11-28-2009

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2008 APR -1 PM 3:38
FILED
TARRANT COUNTY TEXAS
BY
COUNTY CLERK

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS MEMORANDUM, made this 13 11th day of February, 2008, by and between Jose C. Cardona, a single person whose address is 5813 Asbury Avenue, Fort Worth, Texas 76119 hereinafter called "Lessor", and QUICKSILVER RESOURCES INC., 777 West Rosedale, Ft. Worth, Texas 76104 hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

> Lot 7, Block 13 of the Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, Texas, situated in the J.M. Daniel(s) Survey, Abstract 395, Tarrant County, Texas; and being more particularly described in that certain Warranty Deed with Vendor's Lien dated July 22, 2004, from Florida Funding Corporation to Jose C. Cardona duly recorded as Instrument No. D204243847 of the Public Records of Tarrant County, Texas.

The term of said Oil, Gas and Mineral Lease is for Five (5) years from the date thereof with an option to extend for Two (2) additional years and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR

Jose C. Cardona, a single person

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11th day of Feb., 2008 by Jose C. Cardona, a single person

Notary Public, in and for the State of Texas
My Commission Expires: August 7, 2010

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
QUICKSILVER RESOURCES INC.
ATTN: CLAY BLUM
777 WEST ROSEDALE, SUITE 300
FORT WORTH, TX 76104

UNOFFICIAL DOCUMENT

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this the 11th day of February, 2008 between **Jose C. Cardona,** Lessor (whether one or more), whose address is **5813 Asbury Avenue, Fort Worth, Texas, 76119** and **QUICKSILVER RESOURCES INC. ,** Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars ($ 10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

Lot 7, Block 13 of the Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, Texas, situated in the **J.M. Daniel(s) Survey, Abstract 395**, Tarrant County, Texas; and being more particularly described in that certain Warranty Deed with Vendor's Lien dated July 22, 2004, from Florida Funding Corp. to Jose C. Cardona duly recorded as Instrument No. D204243847of the Official Public Records of Tarrant County, Texas.

See Addendum Attached herewith and made a part of for Additional Provisions:

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **five (5)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal **one-fourth (1/4)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such **one-fourth (1/4)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear **one-fourth (1/4)** of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, **one-fourth (1/4)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, **one-fourth (1/4)** of the amount realized from the sale of gasoline or other products extracted therefrom and **one-fourth (1/4)** of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee

is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

LESSOR:

Jose Carmen Cardona

Jose C. Cardona

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 11th day of February 2008, by Jose C. Cardona.

Notary Public, State of Texas

J B SANDERS

Notary's Name (Typed, Stamped or Printed)

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

ADDENDUM TO OIL AND GAS LEASE

Attached hereto and made a part that certain Oil, Gas and Mineral Lease as dated this 11th day of February, 2008, by and between **Jose C. Cardona**, Lessor (whether one or more), whose address is **5813 Asbury, Fort Worth, Texas 76119** and **QUICKSILVER RESOURCES INC.,** Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, as Lessee.

OPTION TO EXTEND

11. Lessee is hereby given the option, to be exercised prior to the date of which this lease or any portion thereof would expire in accordance with its terms and provisions, of extending this lease for a period of two (2) years as to all or any portion of the acreage then held hereunder which would expire unless so extended, the only action required by Lessee to exercise this option being the payment to Lessor (or Lessors's credit to the depository bank named herein) of the additional consideration of the sum of Seven Hundred and Fifty 00/100 ($750.00) Dollars per lot so extended, which payment shall cover the two years of the extended term. Lessor acknowledges that there will be no rentals due to extend the Lease nor during the extended term.

NO SURFACE OPERATIONS

12. Lessor and Lessee agree that there shall be no surface operations of any kind without the expressed written consent of the Lessor.

SIGNED FOR IDENTIFICATION:

Jose C. Cardona

By: Jose Carmen Cardona

Jose C. Cardona .

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS MEMORANDUM, made this ~~13~~ 11th day of February, 2008, by and between Jose C. Cardona, whose address is 5813 Asbury Avenue, Fort Worth, Texas 76119 hereinafter called "Lessor", and QUICKSILVER RESOURCES INC., 777 West Rosedale, Ft. Worth, Texas 76104 hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

> Lot 7, Block 13 of the Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, Texas, situated in the J.M. Daniel(s) Survey, Abstract 395, Tarrant County, Texas; and being more particularly described in that certain Warranty Deed with Vendor's Lien dated July 22, 2004, from Florida Funding Corporation to Jose C. Cardona duly recorded as Instrument No. D204243847 of the Public Records of Tarrant County, Texas.

The term of said Oil, Gas and Mineral Lease is for Five (5) years from the date thereof with an option to extend for Two (2) additional years and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR

Jose C. Cardona

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 14th day of Feb, 2008 by Jose C. Cardona.

Notary Public, in and for the State of Texas
My Commission Expires: August 7, 2010

Notary Public, State of Texas

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS MEMORANDUM, made this ~~13~~ 11th day of February, 2008, by and between Jose C. Cardona, whose address is 5813 Asbury Avenue, Fort Worth, Texas 76119 hereinafter called "Lessor", and QUICKSILVER RESOURCES INC., 777 West Rosedale, Ft. Worth, Texas 76104 hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

> Lot 7, Block 13 of the Wilkes Estates, an Addition to the City of Fort Worth, according to the plat thereof recorded in Volume 388-L, Page 58, Plat Records of Tarrant County, Texas, situated in the J.M. Daniel(s) Survey, Abstract 395, Tarrant County, Texas; and being more particularly described in that certain Warranty Deed with Vendor's Lien dated July 22, 2004, from Florida Funding Corporation to Jose C. Cardona duly recorded as Instrument No. D204243847 of the Public Records of Tarrant County, Texas.

The term of said Oil, Gas and Mineral Lease is for Five (5) years from the date thereof with an option to extend for Two (2) additional years and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR

Jose C. Cardona

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11th day of Feb, 2008 by Jose C. Cardona.

Notary Public, in and for the State of Texas
My Commission Expires: August 7, 2010

Notary Public, State of Texas

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FILED
TARRANT COUNTY TEXAS
2008 JUN 12 PM 4:05
SUZANNE HENDERSON
COUNTY CLERK
BY

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS MEMORANDUM, made this 4th day of June, 2008, by and between **Rebel Realty, Inc., a Texas corporation, acting by Lloyd C. Blair, President of Rebel Realty, Inc., a Texas corporation,** whose address is **5617 East Rosedale Street, Fort Worth, Texas 76112-6929**, hereinafter called "Lessor", and QUICKSILVER RESOURCES INC., whose address is 777 West Rosedale, Suite 300, Ft. Worth, Texas 76104, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

> **4.9175 (approximate) acres of land,** more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described as 3.4592 (approximate) acres of land, more or less, being all of Lot 1-R2-A, Block 2, Triangle Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain Plat and Dedication recorded at Volume 388-143, Page 74, Plat Records, Tarrant County, Texas, together with all strips, gores, and other parcels of land owned or claimed by Lessor located within and under Loop 820 lying contiguous and adjacent to said Lot 1-R2-A, Block 2, Triangle Park Addition, being 1.4583 (approximate) acres of land, more or less.

The term of said Oil, Gas and Mineral Lease is for Four (4) years from the date thereof and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Rebel Realty, Inc., a Texas corporation

By: Lloyd C Blair
Lloyd C. Blair, President of Rebel Realty, Inc., a Texas corporation

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30 day of JUNE, 2008, by Lloyd C. Blair, President of Rebel Realty, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

UNOFFICIAL DOCUMENT

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

2008 JUN 12 PM 4:06
SUZANNE HENDERSON
COUNTY CLERK
BY

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS MEMORANDUM, made this 4th day of June, 2008, by and between **Rebel Realty, Inc., a Texas corporation, acting by Lloyd C. Blair, President of Rebel Realty, Inc., a Texas corporation**, whose address is **5617 East Rosedale Street, Fort Worth, Texas 76112-6929**, hereinafter called "Lessor", and QUICKSILVER RESOURCES INC., whose address is 777 West Rosedale, Suite 300, Ft. Worth, Texas 76104, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

> **4.9175 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described as 3.4592 (approximate) acres of land, more or less, being all of Lot 1-R2-A, Block 2, Triangle Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain Plat and Dedication recorded at Volume 388-143, Page 74, Plat Records, Tarrant County, Texas, together with all strips, gores, and other parcels of land owned or claimed by Lessor located within and under Loop 820 lying contiguous and adjacent to said Lot 1-R2-A, Block 2, Triangle Park Addition, being 1.4583 (approximate) acres of land, more or less.

The term of said Oil, Gas and Mineral Lease is for Four (4) years from the date thereof and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Rebel Realty, Inc., a Texas corporation

By: Lloyd C. Blair
Lloyd C. Blair, President of Rebel Realty, Inc., a Texas corporation

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30 day of JUNE, 2008, by Lloyd C. Blair, President of Rebel Realty, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

Document Copy

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE 83872

THIS AGREEMENT made this the 4th day of June, 2008 between **Rebel Realty, Inc., a Texas corporation, acting by Lloyd C. Blair, President of Rebel Realty, Inc., a Texas corporation,** Lessor (whether one or more), whose address is **5617 East Rosedale Street, Fort Worth, Texas 76112-6929,** and **QUICKSILVER RESOURCES INC.,** Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars ($ 10.00 & QVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

4.9175 (approximate) acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described as 3.4592 (approximate) acres of land, more or less, being all of Lot 1-R2-A, Block 2, Triangle Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain Plat and Dedication recorded at Volume 388-143, Page 74, Plat Records, Tarrant County, Texas, together with all strips, gores, and other parcels of land owned or claimed by Lessor located within and under Loop 820 lying contiguous and adjacent to said Lot 1-R2-A, Block 2, Triangle Park Addition, being 1.4583 (approximate) acres of land, more or less.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **Four (4)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal **one-eighth (1/8)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such **one-eighth (1/8)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear **one-eighth (1/8)** of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, **one-eighth (1/8)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, **one-eighth (1/8)** of the amount realized from the sale of gasoline or other products extracted therefrom and **one-eighth (1/8)** of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in

drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL SPECIAL PROVISIONS.**

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

Rebel Realty, Inc., a Texas corporation

By: _____
Lloyd C. Blair, President of Rebel Realty, Inc., a Texas corporation

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30 day of JUNE, 2008, by Lloyd C. Blair, President of Rebel Realty Inc., a Texas corporation, on behalf of said corporation.

TERRI WARREN
Notary Public, State of Texas
My Commission Expires
APR 22, 2010

_____
Notary Public, State of Texas

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED JUNE 4, 2008 BY AND BETWEEN REBEL REALTY, INC., A TEXAS CORPORATION, ACTING BY LLOYD C. BLAIR, PRESIDENT OF REBEL REALTY, INC., A TEXAS CORPORATION, AS LESSOR, AND QUICKSILVER RESOURCES INC., AS LESSEE.

ROYALTIES:
All references to a one-eighth (1/8) royalty are hereby changed to a thirty-one hundredth (30/100) royalty.

FREE OF COSTS:
For the purpose of calculating the royalties paid on substances from the leased premises pursuant to the lease, the royalty provided for herein shall not bear any of the expenses of compressing, transporting, processing, dehydrating, treating and marketing the leased substances produced from lands covered by this lease.

OIL & GAS ONLY:
It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

COMPLIANCE:
Lessee shall conduct all operations hereunder in accordance with the rules and regulations of the Texas Natural Resource Conservation Commission and the Railroad Commission of Texas, and Lessee shall strictly observe and comply with all local, state, and federal environmental laws and regulations dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

SUPERCEDE CLAUSE:
The foregoing typewritten provisions shall supercede and govern the provisions in the printed text hereof, even when to the contrary or apparently to the contrary, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

SIGNED FOR IDENTIFICATION:

Rebel Realty, Inc., a Texas corporation

By: _____
Lloyd C. Blair,
President of Rebel Realty, Inc., a Texas corporation

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS MEMORANDUM, made this 30th day of June, 2008, by and between **Imperial Eagle Investments, Inc., a Delaware corporation, acting by Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware corporation,** whose address is **4100 East Loop 820 South, Fort Worth, Texas 76119**, hereinafter called "Lessor", and QUICKSILVER RESOURCES INC., 777 West Rosedale, Suite 300, Ft. Worth, Texas 76104, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

0.8705 (approximate) acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same lands described in three (3) tracts as follows:

Tract One: **0.0314 acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Warranty Deed dated September 18, 1958, conveyed from Joe Patterson and wife, Ruth Patterson to the State of Texas, and recorded at Volume 3258, Page 666, Deed Records, Tarrant County, Texas.

Tract Two: **0.7480 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being all of Lot 9-R, Block 16, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain Plat and Dedication dated March 12, 1991, and recorded at Cabinet B, Slide 421, Official Public Records, Tarrant County, Texas.

Tract Three: **0.0911 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being a portion of Lot 8, Block 16, Wilkes Estates subdivision, as depicted in that certain Plat and Dedication dated September 27, 1951, and recorded at Volume 388-L, Page 58, Plat Records, Tarrant County, Texas, **INSOFAR** as Lot 8, Block 16 is located east of and contiguous to Lot 9-R, Block 16.

Together with all strips, gores and other parcels of land owned or claimed by Lessor located adjacent thereto.

The term of said Oil, Gas and Mineral Lease is for Four (4) years from the date thereof and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Imperial Eagle Investments, Inc., a Delaware corporation

By: _____
Gary Hargett also known as Gary H. Hargett,
President of Imperial Eagle Investments, Inc.,
a Delaware corporation

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30TH day of JUNE, 2008, by Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware corporation, on behalf of said corporation.

AFTER RECORDING RETURN TO:
QUICKSILVER RESOURCES INC.
ATTN: CLAY BLUM
777 WEST ROSEDALE, SUITE 300
FORT WORTH, TX 76104

JOHN W. NIGH
Notary Public, State of Texas
My Commission Expires
July 30, 2008

Notary Public, State of Texas

UNOFFICIAL DOCUMENT

Exhibit A to LPR

There are several special circumstances that need to be addressed and they are too lengthy to fit on the LPR.

1. This Lease was taken by Lynn Gentry. I, Chris Clark, am responsible for every aspect of this package with the exception of the negotiation of the final bonus. Gary Hargett, President of Imperial Eagle Investments, Inc., originally agreed to do whatever his neighbor, Corral Fence Co., Inc., agreed upon and gave his word to that effect on two occasions. Once I leased Corral Fence Co., Inc. and I received the Letter Opinion rendered by Philip C. Mani affecting the tract owned by Imperial Eagle Investments, Inc., I presented Gary Hargett with executable documents. This was done on April 29, 2008. Gary Hargett rescinded his promise to do as his neighbor had done. I made repeated courteous and professional attempts to explain his scenario and the title work supporting it in person and by phone. Gary Hargett claimed that we were not crediting him with enough of the mineral estate of Loop 820 based on the assumption that his tract has more Loop 820 frontage than that owned by his neighbor, Corral Fence Co., Inc. I politely and professionally offered to personally walk him through every instrument affecting his title. Not once did Gary Hargett express any concern regarding the bonus. Gary Hargett would not return my numerous phone calls and when I visited his business in person he would mysteriously disappear. My efforts extended so far as to use his neighbor and friend, Leo Mendez, President of Corral Fence Co., Inc., as leverage in an attempt to reach Gary Hargett. Leo Mendez, who had been difficult to deal with in his own right, did not return my several phone calls and my visits to his business were not fruitful either. After direction from Larry Schmotzer, the leasing of Imperial Eagle Investments, Inc. was assigned to Lynn Gentry. The new strategy created by Lynn Gentry was to increase the bonus to compensate for Gary Hargett's perception of a mineral acreage shortage. Lynn Gentry met with Gary Hargett on Friday, June 27, 2008. Gary Hargett agreed to the new bonus immediately and promised to execute documents Monday, June 30, 2008. Because of the difficulty in dealing with Gary Hargett and the uncertainty of acquiring a lease, documentation from the Delaware Secretary of State for Imperial Eagle Investments, Inc. has not been ordered. This information may be a curative issue that may need to be addressed in the future.

2. The legal description used for this tract was based upon the legal description provided in the Letter Opinion rendered by Philip C. Mani attached hereto.

3. The "(approximate)" term is used in the legal description for several reasons. The Plat and Dedication recorded at Cabinet B, Slide 421, Official Public Records, Tarrant County, Texas features metes and bounds for the **EXTERIOR ONLY** of the two tracts it plats and dedicates, being Lot 9-R and Lot 11-R. The instrument lists an acreage for both lots combined, but not for either individually. No interior calls separating the two tracts are given, although the plat portion of the instrument graphically appears to give calls for a boundary line. Pursuant to the Letter Opinion rendered by Philip C. Mani, the calls depicted in the plat portion of the instrument, when used with the Deed Plotter program, generated the figure of 0.7480 acres. No instrument of record quantifies the acreage for Lot 9-R, which is why the "(approximate)" term is used for **Tract Two** of the legal description. The "(approximate)" term is used for **Tract Three** of the legal description because no instrument of record quantifies, qualifies, or conveys this acreage. I calculated the acreage of 0.0911 by using a map of Loop 820 provided by the Texas Department of Transportation, the Plat and Dedication recorded at Volume 388-L, Page 58, Plat Records, Tarrant County, Texas for Wilkes Estates, and a calculator.

4. Please note that there exist three separate chain of title spreadsheets for the Leased Premises. The first two exist because it appears as though a southern sliver of the northerly adjacent Lot 11 is combined into Lot 9-R by the Plat and Dedication recorded at Cabinet B, Slide 421, Official Public Records, Tarrant County, Texas. The mineral title for the southern sliver of Lot 11 combined into Lot 9-R is different, necessitating the inclusion of its chain of title. The third chain of title spreadsheet exists for Lots 6, 7, and 8, Block 16, Wilkes Estates, that are wholly under Loop 820, adjacent to Lot 9-R, Block 16, Wilkes Estates, and west of the centerline of Loop 820. Mineral title was run on these lots until conveyances to the State of Texas or the City of Fort Worth were located due to their impact on the application of strip and gore doctrine. Based on the assumption of the application of strip and gore doctrine, the grantors in said conveyances were not indexed further. Please refer to the Letter Opinion and documentation from the archives of the Fort Worth Public Library for clarification. Based on said Letter Opinion and archival information, a portion of the mineral estate of Lot 8, Block 16, Wilkes Estates is owned by Imperial Eagle Investments, Inc.

5. It should also be noted that Gary Hargett erroneously placed his own Social Security number on the W-9. He correctly placed the Employer Identification number on the W-9. His personal Social Security number was not struck with initials.

6. The Lease has a Non-Surface Use Clause included in its Exhibit "A."

D208293788

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS MEMORANDUM, made this 30th day of June, 2008, by and between **Imperial Eagle Investments, Inc., a Delaware corporation, acting by Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware corporation,** whose address is **4100 East Loop 820 South, Fort Worth, Texas 76119**, hereinafter called "Lessor", and QUICKSILVER RESOURCES INC., 777 West Rosedale, Suite 300, Ft. Worth, Texas 76104, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

0.8705 (approximate) acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same lands described in three (3) tracts as follows:

Tract One: **0.0314 acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Warranty Deed dated September 18, 1958, conveyed from Joe Patterson and wife, Ruth Patterson to the State of Texas, and recorded at Volume 3258, Page 666, Deed Records, Tarrant County, Texas.

Tract Two: **0.7480 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being all of Lot 9-R, Block 16, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain Plat and Dedication dated March 12, 1991, and recorded at Cabinet B, Slide 421, Official Public Records, Tarrant County, Texas.

Tract Three: **0.0911 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being a portion of Lot 8, Block 16, Wilkes Estates subdivision, as depicted in that certain Plat and Dedication dated September 27, 1951, and recorded at Volume 388-L, Page 58, Plat Records, Tarrant County, Texas, **INSOFAR** as Lot 8, Block 16 is located east of and contiguous to Lot 9-R, Block 16.

Together with all strips, gores and other parcels of land owned or claimed by Lessor located adjacent thereto.

The term of said Oil, Gas and Mineral Lease is for Four (4) years from the date thereof and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Imperial Eagle Investments, Inc., a Delaware corporation

By: _____
Gary Hargett also known as Gary H. Hargett,
President of Imperial Eagle Investments, Inc.,
a Delaware corporation

FILED
TARRANT COUNTY, TEXAS
2008 JUL 29 AM 9:15
SUZANNE HENDERSON
COUNTY CLERK

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30TH day of JUNE, 2008, by Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware corporation, on behalf of said corporation.

JOHN W. NIGH
Notary Public, State of Texas
My Commission Expires
July 30, 2008

_____
Notary Public, State of Texas

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this the 30th day of June, 2008 between **Imperial Eagle Investments, Inc., a Delaware corporation, acting by Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware corporation,** Lessor (whether one or more), whose address is **4100 East Loop 820 South, Fort Worth, Texas 76119,** and **QUICKSILVER RESOURCES INC.,** Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars ($ 10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

0.8705 (approximate) acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same lands described in three (3) tracts as follows:

Tract One: **0.0314 acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Warranty Deed dated September 18, 1958, conveyed from Joe Patterson and wife, Ruth Patterson to the State of Texas, and recorded at Volume 3258, Page 666, Deed Records, Tarrant County, Texas.

Tract Two: **0.7480 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being all of Lot 9-R, Block 16, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain Plat and Dedication dated March 12, 1991, and recorded at Cabinet B, Slide 421, Official Public Records, Tarrant County, Texas.

Tract Three: **0.0911 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being a portion of Lot 8, Block 16, Wilkes Estates subdivision, as depicted in that certain Plat and Dedication dated September 27, 1951, and recorded at Volume 388-L, Page 58, Plat Records, Tarrant County, Texas, **INSOFAR** as Lot 8, Block 16 is located east of and contiguous to Lot 9-R, Block 16.

Together with all strips, gores and other parcels of land owned or claimed by Lessor located adjacent thereto.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **Four (4)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal **one-eighth (1/8)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such **one-eighth (1/8)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear **one-eighth (1/8)** of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, **one-eighth (1/8)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, **one-eighth (1/8)** of the amount realized from the sale of gasoline or other products extracted therefrom and **one-eighth (1/8)** of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or

after the execution of this instrument or the in[illegible]ent designating the pooled unit, such operations shall be consid[illegible]s operations for drilling on or production of oil or gas from land covered by this lease whether or no[illegible] well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL SPECIAL PROVISIONS.**

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

Imperial Eagle Investments, Inc., a Delaware corporation

By: _____

Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware corporation

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 10TH day of JUNE, 2008, by Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware corporation, on behalf of said corporation.

JOHN W. NIGH
Notary Public, State of Texas
My Commission Expires
July 30, 2008

_____
Notary Public, State of Texas

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED June 30, 2008 BY AND BETWEEN IMPERIAL EAGLE INVESTMENTS, INC., A DELAWARE CORPORATION, ACTING BY GARY HARGETT ALSO KNOWN AS GARY H. HARGETT, PRESIDENT OF IMPERIAL EAGLE INVESTMENTS, INC., A DELAWARE CORPORATION, AS LESSOR, AND QUICKSILVER RESOURCES INC., AS LESSEE.

OIL & GAS ONLY

It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

ROYALTIES

All references to a one-eighth (1/8) royalty are hereby changed to one-fourth (1/4).

COMPLIANCE

Lessee shall conduct all operations hereunder in accordance with the rules and regulations of the Texas Natural Resource Conservation Commission and the Railroad Commission of Texas, and Lessee shall strictly observe and comply with all local, state, and federal environmental laws and regulations dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

NON-SURFACE USE

It is hereby agreed and understood that this is a non-surface use lease agreement and that Lessee does not receive by virtue of execution of this lease any rights of ingress and egress to the surface of the leased premises nor any rights to come upon or use the surface of the leased premises (or any portion thereof) in any manner without the separate written consent of the owner or owners of the surface. However, it is further agreed and understood that Lessee shall have the right to drill, operate and produce directional and horizontal wells, whose surface location is on lands irrespective of the surface or bottom hole locations of said wells or the location of any applicable and necessary subsurface rights and easements for all purposes associated with the drilling, operating, and producing of any such directional and horizontal wells. Lessor and Lessee further agree that any such subsurface rights and easements shall commence and continue below a depth of Three Hundred feet (300') below the surface of the herein leased lands.

SUPERCEDE CLAUSE

The foregoing typewritten provisions shall supercede and govern the provisions in the printed text hereof, even when to the contrary or apparently to the contrary, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

SIGNED FOR IDENTIFICATION:

Imperial Eagle Investments, Inc., a Delaware corporation

By: _____

Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc., a Delaware corporation

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS MEMORANDUM, made this 21st day of March, 2008, by and between **Corral Fence Co., Inc., acting by Leo Mendez also known as Leonardo D. Mendez also known as Leonardo Mendez, President of Corral Fence Co., Inc.,** whose address is **4050 East Loop 820 South, Fort Worth, Texas 76119**, hereinafter called "Lessor", and QUICKSILVER RESOURCES INC., 777 West Rosedale, Ft. Worth, Texas 76104, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

2.0151 (approximate) acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, and being more particularly described as all of Lot 11R, Block 16, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain (Revised) Plat and Dedication dated January 15, 1991, and recorded at Cabinet B, Slide 421, Official Public Records, Tarrant County, Texas, together with all strips, gores and other parcels of land owned or claimed by Lessor located within and under Loop 820 lying contiguous and adjacent to said Lot 11R, Block 16, Wilkes Estates.

The term of said Oil, Gas and Mineral Lease is for Four (4) years from the date thereof and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Corral Fence Co., Inc.

By: _____

Leo Mendez also known as Leonardo D. Mendez
also known as Leonardo Mendez, President of
Corral Fence Co., Inc.

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 18th day of April, 2008, by Leo Mendez also known as Leonardo D. Mendez also known as Leonardo Mendez, President of Corral Fence Co., Inc., a Texas corporation, on behalf of said corporation.

JOHN W. NIGH
Notary Public, State of Texas
My Commission Expires
July 30, 2008

_____
Notary Public, State of Texas

Kellam, Mayes & Co., LLC
603 East Belknap
Fort Worth, Texas 76102

Unofficial Document

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS MEMORANDUM, made this 21st day of March, 2008, by and between **Corral Fence Co., Inc., acting by Leo Mendez, President of Corral Fence Co., Inc.,** whose address is **4050 East Loop 820 South, Fort Worth, Texas 76119**, hereinafter called "Lessor", and QUICKSILVER RESOURCES INC., 777 West Rosedale, Ft. Worth, Texas 76104, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

2.0771 (approximate) acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same lands described in two (2) tracts as follows:

Tract One: **1.1989 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Warranty Deed with Vendor's Lien dated October 29, 1999, conveyed from Imperial Eagle Investments, Inc. to Corral Fence Co. recorded at Volume 14076, Page 78, Official Public Records, Tarrant County, Texas, also being all of Lot 11, Block 16, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain Plat and Dedication dated July 16, 1984, and recorded at Volume 388-175, Page 51, Official Public Records, Tarrant County Texas.

There is expressly included in the lands covered by this Lease, all strips, gores and other parcels of land owned or claimed by Lessor adjacent to the above-described **Tract One**, including the lands within and under Loop 820 (described below as **Tract Two**), insofar as they are contiguous and adjacent to the Leased Premises.

Tract Two: **0.8782 (approximate) acres of land,** more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas. Said tract is being described pursuant to that certain Strip and Gore Doctrine Letter Opinion dated January 27, 2008, rendered by Philip C. Mani of the law firm of Philip C. Mani & Associates, P. C. of San Antonio, Texas.

The term of said Oil, Gas and Mineral Lease is for Four (4) years from the date thereof and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Corral Fence Co., Inc.

By: _____
Leo Mendez, President of Corral Fence Co., Inc.

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21st day of MARCH, 2008, by Leo Mendez, President of Corral Fence Co., Inc., a Texas corporation, on behalf of said corporation.

JOHN W. NIGH
Notary Public, State of Texas
My Commission Expires
July 30, 2008

_____
Notary Public, State of Texas

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE A/K/A Leonardo D. Mendez

THIS AGREEMENT made this the 21st day of March, 2008 between **Corral Fence Co., Inc., acting by Leo Mendez, President of Corral Fence Co., Inc.,** Lessor (whether one or more), whose address is **4050 East Loop 820 South, Fort Worth, Texas 76119,** and **QUICKSILVER RESOURCES INC. ,** Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars ($ 10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

2.0771 (approximate) acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same lands described in two (2) tracts as follows:

Tract One: **1.1989 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Warranty Deed with Vendor's Lien dated October 29, 1999, conveyed from Imperial Eagle Investments, Inc. to Corral Fence Co., recorded at Volume 14076, Page 78, Official Public Records, Tarrant County, Texas, also being all of Lot 11, Block 16, Wilkes Estates, an addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain Plat and Dedication dated July 16, 1984, and recorded at Volume 388-175, Page 51, Official Public Records, Tarrant County, Texas.

There is expressly included in the lands covered by this Lease, all strips, gores and other parcels of land owned or claimed by Lessor adjacent to the above-described **Tract One**, including the lands within and under Loop 820 (described below as **Tract Two**), insofar as they are contiguous and adjacent to the Leased Premises.

Tract Two: **0.8782 (approximate) acres of land**, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas. Said tract is being described pursuant to that certain Strip and Gore Doctrine Letter Opinion dated January 27, 2008, rendered by Philip C. Mani of the law firm of Philip C. Mani & Associates, P. C. of San Antonio, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **Four (4)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal **one-eighth (1/8)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such **one-eighth (1/8)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear **one-eighth (1/8)** of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, **one-eighth (1/8)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, **one-eighth (1/8)** of the amount realized from the sale of gasoline or other products extracted therefrom and **one-eighth (1/8)** of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that

used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL SPECIAL PROVISIONS.**

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

Corral Fence Co., Inc.

By: _____
Leo Mendez, President of Corral Fence Co., Inc.

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21ST day of MARCH, 2008, by Leo Mendez, President of Corral Fence Co., Inc., a Texas corporation, on behalf of said corporation.

JOHN W. NIGH
Notary Public, State of Texas
My Commission Expires
July 30, 2008

_____
Notary Public, State of Texas

COPY

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED March 21, 2008 BY AND BETWEEN CORRAL FENCE CO., INC., ACTING BY LEO MENDEZ, PRESIDENT OF CORRAL FENCE CO., INC., AS LESSOR, AND QUICKSILVER RESOURCES INC., AS LESSEE.

OIL & GAS ONLY:
It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

ROYALTIES:
All references to a one-eighth (1/8) royalty are hereby changed to one-fourth (1/4).

COMPLIANCE:
Lessee shall conduct all operations hereunder in accordance with the rules and regulations of the Texas Natural Resource Conservation Commission and the Railroad Commission of Texas, and Lessee shall strictly observe and comply with all local, state, and federal environmental laws and regulations dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

NON-SURFACE USE
It is hereby agreed and understood that this is a non-surface use lease agreement and that Lessee does not receive by virtue of execution of this lease any rights of ingress and egress to the surface of the leased premises nor any rights to come upon or use the surface of the leased premises (or any portion thereof) in any manner without the separate written consent of the owner or owners of the surface. However, it is further agreed and understood that Lessee shall have the right to drill, operate and produce directional and horizontal wells, whose surface location is on lands irrespective of the surface or bottom hole locations of said wells or the location of any applicable and necessary subsurface rights and easements for all purposes associated with the drilling, operating, and producing of any such directional and horizontal wells. Lessor and Lessee further agree that any such subsurface rights and easements shall commence and continue below a depth of Three Hundred feet (300') below the surface of the herein leased lands.

SUPERCEDE CLAUSE:
The foregoing typewritten provisions shall supercede and govern the provisions in the printed text hereof, even when to the contrary or apparently to the contrary, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

SIGNED FOR IDENTIFICATION:

Corral Fence Co., Inc.

By: _____
Leo Mendez, President of Corral Fence Co., Inc.

COPY

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS MEMORANDUM, made this **19th** day of **July, 2008**, by and between **Sherry J. Lawhon and husband, Charles W. Lawhon**, whose address is 3304 Hill City Highway, Tolar, Texas, 76476 hereinafter called "Lessor", and **QUICKSILVER RESOURCES INC.**, 777 West Rosedale, Ft. Worth, Texas 76104, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

0.209 acres of land, more or less, situated in J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land described as Lot 6, Block 11, WILKES ESTATES, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat dated September 27, 1951, recorded in Volume 388-L, Page 58, of the Tarrant County Clerk's Deed Records, Tarrant County, Texas, and being the same land more particularly described in that certain Special Warranty Deed, dated February 26, 2007, as Tract 1: A portion of Lot 6, Block 11, Wilkes Estates, an Addition to the city of Fort Worth, Tarrant County Texas, conveyed from Sherry J. Lawhon to Reza Alavi, recorded at Instrument No. D207069083, Tarrant County Clerk's Official Public Records, Tarrant County, Texas.

The term of said Oil, Gas and Mineral Lease is for Three (3) years from the date thereof with an option to extend for Two (2) additional years and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Sherry J. Lawhon

Sherry J. Lawhon

Charles W. Lawhon

Charles W. Lawhon

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on the 19 day of July, 2008, by Sherry J. Lawhon and husband, Charles W. Lawhon.

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
QUICKSILVER RESOURCES INC.
ATTN: CLAY BLUM
777 WEST ROSEDALE, SUITE 300
FORT WORTH, TX 76104

UNOFFICIAL DOCUMENT

D208378506

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FILED
TARRANT COUNTY TEXAS
2008 OCT -2 AM 10: 39
SUZANNE HENDERSON
COUNTY CLERK
BY _____

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS MEMORANDUM, made this **19th** day of **July, 2008**, by and between **Sherry J. Lawhon and husband, Charles W. Lawhon,** whose address is 3304 Hill City Highway, Tolar, Texas, 76476 hereinafter called "Lessor", and **QUICKSILVER RESOURCES INC.,** 777 West Rosedale, Ft. Worth, Texas 76104, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

0.209 acres of land, more or less, situated in J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land described as Lot 6, Block 11, WILKES ESTATES, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat dated September 27, 1951, recorded in Volume 388-L, Page 58, of the Tarrant County Clerk's Deed Records, Tarrant County, Texas, and being the same land more particularly described in that certain Special Warranty Deed, dated February 26, 2007, as Tract 1: A portion of Lot 6, Block 11, Wilkes Estates, an Addition to the city of Fort Worth, Tarrant County Texas, conveyed from Sherry J. Lawhon to Reza Alavi, recorded at Instrument No. D207069083, Tarrant County Clerk's Official Public Records, Tarrant County, Texas.

The term of said Oil, Gas and Mineral Lease is for Three (3) years from the date thereof with an option to extend for Two (2) additional years and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Sherry J. Lawhon _____ Charles W. Lawhon _____

Sherry J. Lawhon

Charles W. Lawhon

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 19 day of July, 2008, by Sherry J. Lawhon and husband, Charles W. Lawhon.

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

Notary Public, State of Texas

COPY

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this the 19th day of July, 2008 between **Sherry J. Lawhon and husband, Charles W. Lawhon**, Lessor (whether one or more), whose address is 3304 Hill City Highway, Tolar, Texas 76476, and **QUICKSILVER RESOURCES INC.**, Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars ($ 10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

0.209 acres of land, more or less, situated in J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land described as Lot 6, Block 11, WILKES ESTATES, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat dated September 27, 1951, recorded in Volume 388-L, Page 58, of the Tarrant County Clerk's Deed Records, Tarrant County, Texas, and being the same land more particularly described in that certain Special Warranty Deed, dated February 26, 2007, as Tract 1: A portion of Lot 6, Block 11, Wilkes Estates, an Addition to the city of Fort Worth, Tarrant County Texas, conveyed from Sherry J. Lawhon to Reza Alavi, recorded at Instrument No. D207069083, Tarrant County Clerk's Official Public Records, Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **Three (3)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal **one-eighth (1/8)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such **one-eighth (1/8)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear **one-eighth (1/8)** of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, **one-eighth (1/8)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, **one-eighth (1/8)** of the amount realized from the sale of gasoline or other products extracted therefrom and **one-eighth (1/8)** of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

COPY

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL SPECIAL PROVISIONS.**

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

Sherry J. Lawhon

Charles W. Lawhon

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 19 day of July, 2008, by Sherry J. Lawhon and husband, Charles W. Lawhon

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

Notary Public, State of Texas

COPY

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED July 19th, 2008 BY AND BETWEEN SHERRY J. LAWHON AND HUSBAND, CHARLES W. LAWHON, AS LESSOR, AND QUICKSILVER RESOURCES INC., AS LESSEE.

OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASE (3+2)

Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the last year of the original primary by paying the sum of ~~One Thousand Six Hundred Sixty Seven Dollars and No/100 Dollars ($1,667.00)~~ $2,500.00 per lot, directly to Lessor at the above address. This payment shall be based upon ~~the number of net mineral acres~~ a per lot basis then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor at any time during the last year of the original primary term hereof. If at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any other lease provisions at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

JTS 2D
$2,500.00
by CL

OIL & GAS ONLY:

It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

ROYALTIES:

All references to a one-eighth (1/8) royalty are hereby changed to one-fourth (1/4).

COMPLIANCE:

Lessee shall conduct all operations hereunder in accordance with the rules and regulations of the Texas Natural Resource Conservation Commission and the Railroad Commission of Texas, and Lessee shall strictly observe and comply with all local, state, and federal environmental laws and regulations dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

NON-SURFACE USE

It is hereby agreed and understood that this is a non-surface use lease agreement and that Lessee does not receive by virtue of execution of this lease any rights of ingress and egress to the surface of the leased premises nor any rights to come upon or use the surface of the leased premises (or any portion thereof) in any manner without the separate written consent of the owner or owners of the surface. However, it is further agreed and understood that Lessee shall have the right to drill, operate and produce directional and horizontal wells, which surface location is on lands irrespective of the surface or bottom hole locations of said wells or the location of any applicable and necessary subsurface rights and easements for all purposes associated with the drilling, operating, and producing of any such directional and horizontal wells. Lessor and Lessee further agree that any such subsurface rights and easements shall commence and continue below a depth of Three Hundred feet (300') below the surface of the herein leased lands.

SUPERCEDE CLAUSE:

The foregoing typewritten provisions shall supercede and govern the provisions in the printed text hereof, even when to the contrary or apparently to the contrary, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

SIGNED FOR IDENTIFICATION:

Sherry J. Lawhon

Charles W. Lawhon

COPY

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS MEMORANDUM, made this **19th** day of **July, 2008**, by and between **Sherry J. Lawhon and husband, Charles W. Lawhon**, whose address is 3304 Hill City Highway, Tolar, Texas, 76476 hereinafter called "Lessor", and **QUICKSILVER RESOURCES INC.**, 777 West Rosedale, Ft. Worth, Texas 76104, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

0.087 acres of land, more or less, situated in J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land described as Lot 4, Block 11, WILKES ESTATES, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat dated September 27, 1951, recorded in Volume 388-L, Page 58, of the Tarrant County Clerk's Deed Records, Tarrant County, Texas, and being the same land more particularly described in that certain Special Warranty Deed, dated February 26, 2007, as Tract 3: A portion of Lot 4, Block 11, Wilkes Estates, an Addition to the city of Fort Worth, Tarrant County Texas, conveyed from Sherry J. Lawhon to Reza Alavi, recorded at Instrument No. D207069083, Tarrant County Clerk's Official Public Records, Tarrant County, Texas.

The term of said Oil, Gas and Mineral Lease is for Three (3) years from the date thereof with an option to extend for Two (2) additional years and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Sherry J. Lawhon

Charles W. Lawhon

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 19 day of July, 2008, by Sherry J. Lawhon and husband, Charles W. Lawhon.

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
QUICKSILVER RESOURCES INC.
ATTN: CLAY BLUM
777 WEST ROSEDALE, SUITE 300
FORT WORTH, TX 76104

UNOFFICIAL DOCUMENT

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MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF TARRANT §

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WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

0.087 acres of land, more or less, situated in J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land described as Lot 4, Block 11, WILKES ESTATES, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat dated September 27, 1951, recorded in Volume 388-L, Page 58, of the Tarrant County Clerk's Deed Records, Tarrant County, Texas, and being the same land more particularly described in that certain Special Warranty Deed, dated February 26, 2007, as Tract 3; A portion of Lot 4, Block 11, Wilkes Estates, an Addition to the city of Fort Worth, Tarrant County Texas, conveyed from Sherry J. Lawhon to Reza Alavi, recorded at Instrument No. D207069083, Tarrant County Clerk's Official Public Records, Tarrant County, Texas.

The term of said Oil, Gas and Mineral Lease is for Three (3) years from the date thereof with an option to extend for Two (2) additional years and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR:

Sherry J. Lawhon

Charles W. Lawhon

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 19 day of July, 2008, by Sherry J. Lawhon and husband, Charles W. Lawhon.

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

Notary Public, State of Texas

COPY

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this the 19th day of July, 2008 between **Sherry J. Lawhon and husband, Charles W. Lawhon ,** Lessor (whether one or more), whose address is 3304 Hill City Highway, Tolar, Texas 76476, and **QUICKSILVER RESOURCES INC.,** Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars ($ 10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

0.087 acres of land, more or less, situated in J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land described as Lot 4, Block 11, WILKES ESTATES, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat dated September 27, 1951, recorded in Volume 388-L, Page 58, of the Tarrant County Clerk's Deed Records, Tarrant County, Texas, and being the same land more particularly described in that certain Special Warranty Deed, dated February 26, 2007, as Tract 3; A portion of Lot 4, Block 11, Wilkes Estates, an Addition to the city of Fort Worth, Tarrant County Texas, conveyed from Sherry J. Lawhon to Reza Alavi, recorded at Instrument No. D207069083, Tarrant County Clerk's Official Public Records, Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **Three (3)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal **one-eighth (1/8)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such **one-eighth (1/8)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear **one-eighth (1/8)** of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, **one-eighth (1/8)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, **one-eighth (1/8)** of the amount realized from the sale of gasoline or other products extracted therefrom and **one-eighth (1/8)** of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

COPY

pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL SPECIAL PROVISIONS.**

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

Sherry J. Lawhon

Sherry J. Lawhon

Charles W. Lawhon

Charles W. Lawhon

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on the 19 day of July, 2008, by Sherry J. Lawhon and husband, Charles W. Lawhon

J.B. SANDERS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 7, 2010

Notary Public, State of Texas

COPY

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED July 19th, 2008 BY AND BETWEEN SHERRY J. LAWHON AND HUSBAND, CHARLES W. LAWHON, AS LESSOR, AND QUICKSILVER RESOURCES INC., AS LESSEE.

OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASE (3+2)

Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the last year of the original primary by paying the sum of ~~Three Thousand and No/100 Dollars ($1,667.00)~~ $2,500.00 per lot, directly to Lessor at the above address. This payment shall be based upon ~~the number of net mineral acres~~ then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor at any time during the last year of the original primary term hereof. If at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any other lease provisions at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

OIL & GAS ONLY:

It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

ROYALTIES:

All references to a one-eighth (1/8) royalty are hereby changed to one-fourth (1/4).

COMPLIANCE:

Lessee shall conduct all operations hereunder in accordance with the rules and regulations of the Texas Natural Resource Conservation Commission and the Railroad Commission of Texas, and Lessee shall strictly observe and comply with all local, state, and federal environmental laws and regulations dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

NON-SURFACE USE

It is hereby agreed and understood that this is a non-surface use lease agreement and that Lessee does not receive by virtue of execution of this lease any rights of ingress and egress to the surface of the leased premises nor any rights to come upon or use the surface of the leased premises (or any portion thereof) in any manner without the separate written consent of the owner or owners of the surface. However, it is further agreed and understood that Lessee shall have the right to drill, operate and produce directional and horizontal wells, which surface location is on lands irrespective of the surface or bottom hole locations of said wells or the location of any applicable and necessary subsurface rights and easements for all purposes associated with the drilling, operating, and producing of any such directional and horizontal wells. Lessor and Lessee further agree that any such subsurface rights and easements shall commence and continue below a depth of Three Hundred feet (300') below the surface of the herein leased lands.

SUPERCEDE CLAUSE:

The foregoing typewritten provisions shall supercede and govern the provisions in the printed text hereof, even when to the contrary or apparently to the contrary, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

SIGNED FOR IDENTIFICATION:

Sherry J. Lawhon

Charles W. Lawhon

COPY

14.

File No. MF109585

Lease

Date Filed: 11/4/08

Jerry Patterson, Commissioner

By

NOTICE OF CONFIDENTIALITY: 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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

FILED
TARRANT COUNTY TEXAS
2005 JUL 27 PM 1:48
SUZANNE HENDERSON
COUNTY CLERK
BY

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

For and in consideration of ten dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, MARSHALL R. YOUNG OIL CO., a Delaware corporation, with mailing address at 1320 S. University Dr., Suite 400, Fort Worth, TX 76107 ("Assignor") does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to QUICKSILVER RESOURCES, INC., a Delaware corporation, with mailing address at 777 West Rosedale, Suite 300, Fort Worth, TX 76104 ("Assignee"), its successors and assigns, effective as of 7:00 a.m., Central Standard time on July 21, 2005 (the "Effective Date"), an undivided 75% of Assignor's right, title and interest in and to the oil and gas leases (each a "Lease" and collectively, the "Leases") more particularly described on Exhibit "A" attached hereto and made a part hereof together with all rights and privileges, including surface rights and privileges, easements, rights-of-way, licenses, authorizations and similar rights and interests owned or exercised by Assignor on, over or pertaining to the Leases.

Assignor hereby reserves unto itself, its successors and assigns, an overriding royalty interest ("ORRI") equal to the difference, if any, between lease burdens of record and 25% of all oil, gas and casinghead gas produced, saved and marketed from or attributable to the lands covered by the Leases. Said ORRI shall be reduced proportionately to the extent that (i) Assignor owns or conveys to Assignee less than 100% of a Lease, (ii) a Lease covers less than the full mineral interest in the lands covered thereby, or (iii) the lands covered by a Lease are pooled with other lands.

Assignee, its successors and assigns, shall have the same rights, options, privileges, and powers with respect to and in connection with the pooling, unitizing, or combining of Assignor's reserved overriding royalty interest as were given or granted to the Lessee under the terms of the Leases, and in the event of any such pooling, unitizing, or combining of the Leases from and after the effective date thereof, then Assignor's reserved overriding royalty interest shall be computed and paid on the same acreage basis or formula as provided for in the Leases included in said unit.

TO HAVE AND TO HOLD said right, title and interest unto Assignee, its successors and assigns forever, subject to the terms and conditions hereof and the terms, covenants and provisions of the Leases.

This Assignment is granted and accepted without warranty of title of any kind, either express or implied, except Assignor specially warrants and agrees to defend the title to the Leases against the lawful claims and demands of all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise. Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of an the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leases against Assignor's predecessors in title.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon Assignor and Assignee, their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed this 21st day of July, 2005, but effective as of the Effective Date herein.

MARSHALL R. YOUNG OIL CO.

By: _____
J. G. Wilson, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on July 21, 2005 by J. G. Wilson, Vice President of Marshall R. Young Oil Co., a Delaware corporation, on behalf of said corporation.

My Commission Expires:
11/30/2008

LINDA P. HOWARTH
Notary Public, State of Texas
My Commission Expires 11-30-08

_____
NOTARY PUBLIC - State of Texas

/Inst/ASN-Quicksilver

Unofficial Document

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
							PROPERTY AND ESTATE, FROM JOE FINER POWELL, JR., ALSO KNOWN AS JOE POWELL, A SINGLE MAN, RECORDED IN OFFICAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, IN VOL. 7878, PAGE 1152, INSTRUMENT #D184026153 DATED 6/29/84
17110-00 1	CAPITAL ACCUMULATION	11/18/05	D205384589		TX	TARRANT	1.1983 ACRES, M/L, COMPRISED OF 5 LOTS IN SUN VALLEY ADDN. TO CITY OF FORT WORTH, DAVID STRICKLAND SURVEY, A-1376, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED AT VOL. 388-11, PAGE 112, PLAT RECORDS OF TARRANT COUNTY, TEXAS, BEING SAME LOTS DESCRIBED IN DEED DATED 9/14/05 FROM BWW TRUST TO CAPITAL ACCUMULATION & PRESERVATION INC., INSTRUMENT #D205308341 OF DEED RECORDS OF TARRANT COUNTY, TEXAS, BEING DESCRIBED AS: LOTS 14 E1/2, 6R1 AND 6R2, BLOCK 2,SUN VALLEY ADDITION; LOTS 4R1 AND 4R2, BLOCK 3, SUN VALLEY ADDITION
17111-00 1	LAWHON, INC.	11/11/05	D205384590		TX	TARRANT	11.0038 ACRES, M/L, COMPRISED OF 30 LOTS IN THE WILKES ADDITION, TO THE CITY OF FORT WORTH, J. M. DANIEL SURV. A-395, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, SAID LOTS BEING: LOTS 1, 2, 3, 4, 16, 17, 18, 19 AND 20, BLOCK 10; LOTS 1, 2, 3, 4, 5, 6, 7, 15, 16, 17, 18, 19 AND 20, BLOCK [redacted] LOT 2, 3, 4 AND 5, BLOCK 16, WILKES ESTATES AND BEING S[redacted] LOTS DESCRIBED IN DEED FROM CHARLES LAWHON AND WIFE, SHERRY LAWHON TO LAWHON, INC., RECORDED AT VOLUME 14085, PAGE 451, DEED RECORDS, TARRANT COUNTY, TEXAS; LOTS 8, 11, 12 AND 13, BLOCK 13, WILKES ESTATES, BEING THE SAME LOTS DESCRIBED IN DEED FROM NORVILLE LEWIS RIGGAN, AKA, LEW RIGGAN, AND WIFE, DARLENE RIGGAN, DBA

Unofficial Document

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
							RIGGAN ENTERPRISES, TO LAWHON, INC., A TEXAS CORPORATION, RECORDED AT VOL. 15017, PAGE 162, DEED RECORDS OF TARRANT COUNTY, TEXAS.
17112-00 1	EST. CLYDE PEABODY,DEC'D	11/23/05	D208384591		TX	TARRANT	.505 ACRE, MORE OR LESS, IN J. M. DANIEL SURVEY, A395, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED 12/14/88 FROM MARK GLAZE AND WIFE, DIANE GLAZE TO CLYDE PEABODY, RECORDED AT VOL. 9461, PAGE 271, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17113-00 1	ROBERT WARD WILLIAMS	11/18/05	D205384592		TX	TARRANT	1.6482 ACRES, M/L, BEING 7 LOTS IN SANDY ACRES ADDITION, SECOND FILING, ADDITION TO CITY OF FORT WORTH, J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOL. 388-10, PAGE 124, PLAT RECORDS OF TARRANT COUNTY, TEXAS, BEING SAME LOTS DESCRIBED IN DEED DATED MAY 25, 2000 FROM PATRICIA SHAW PARKER, AKA, PATRICIA SHAW PARKER ALLEN, TO ROBERT WARD WILLIAMS RECORDED IN OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, INSTRUMENT #D200115440, SAID LOTS BEING: LOTS 4A, 4B, 6A, 6B, 11A, 13B AND 14A, BLOCK C-R, SANDY ACRES ADDITION
17114-00 1	SHERRY LAWHON, ET VIR	11/11/05	D205384593		TX	TARRANT	.8421 ACRE, M/L, BEING LOT 1, BLK. 16, WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, TEXAS, J.M.DANIEL SURVEY, A-395, ACCORDING TO PLAT RECORDED IN VOLUME 388-L, PAGE 58, PLAT RECORDS, TARRANT COUNTY, TEXAS, BEING SAME LOT DESCRIBED IN GENERAL WARRANTY DEED DATED JANUARY 20, 1999 FROM MARY E. FOSTER TO SHERRY LAWHON, RECORDED AT VOL. 13623, PAGE 415, DEED RECORDS OF TARRANT COUNTY, TEXAS

Unofficial Document

EXHIBIT A

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OIL AND GAS LEASES DATED EFFECTIVE APRIL 5, 2006 FROM MARSHALL R. YOUNG OIL CO. TO QUICKSILVER RESOURCES, INC.

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
17118-00 1	DJK, INC.	11/30/05	D206067890		TX	TARRANT	5.8645 ACRES OF LAND, M/L, BEING BLOCK 1, LOT 1R, GOLDEN WEST ADDITION, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN CABINET A, SLIDE 1391, PLAT RECORDS OF TARRANT COUNTY, J. M. DANIEL SURVEY, A-305, TARRANT COUNTY, TEXAS, BEING SAME LAND DESCRIBED IN DEED EXECUTED 5/14/03 FROM INVESTMENT CORPORATION OF AMERICA, A TEXAS CORPORATION, TO DJK, INC., A TEXAS CORPORATION, RECORDED AT VOL. 16814, PAGE 39, OFFICIAL DEED RECORDS OF TARRANT COUNTY, TEXAS
17129-00 1	NURUL CHOWDHURY	02/05/06	D206067891		TX	TARRANT	W/2 LOT 4, BLOCK 2 IN SUN VALLEY ADDITION, ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PAGE 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, BEING SAME PROPERTY DESCRIBED IN DEED TO ANWAR NURUL CHOWDHURY AND WIFE, CHRUMAINE CHOWDHURY FROM ALDOLFO TREVINO, RECORDED IN VOL. 8129, PG. 418, INSTRUMENT #D185526887, DATED 3/21/85
17130-00 1	AEROSPACE OPTICS,INC.	02/07/06	D206067889		TX	TARRANT	15.434 ACRES, M/L, IN R. R. RAMEY SURVEY, A-1341, DESCRIBE AS: TRACT 1 - 5.071 AC., M/L, DESCRIBED BY METES AND BOUNDS IN DEED DATED 1/8/85 FROM V. W. BOSWELL AND WIFE, EDITH PORTER BOSWELL TO AEROSPACE OPTICS, INC., RECORDED AT VOL. 8068, PAGE 1952; TRACT 2 - 5.398 AC., M/L, DESCRIBED BY METES AND BOUNDS IN DEED DATED 11/25/81 FROM BOSWELL DEVELOPMENT CO., A TEXAS CORPORATION, TO AEROSPACE OPTICS, INC., RECORDED AT VOL. 7215, PAGE 30;

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EXHIBIT A

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OIL AND GAS LEASES FROM MARSHALL R. YOUNG OIL CO. TO QUICKSILVER RESOURCES, INC., DATED MARCH 23, 2006

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
17123-00 1	ERNEST THOMAS, ET UX	12/20/05	D206052095		TX	TARRANT	6.122 ACRES, MORE OR LESS, COMPRISED OF 15 LOTS IN BLOCKS 2, 3, 6, 8 AND 9 OF WILKES ESTATES, A SUBDIVISION OF THE J M. DANIEL SURVEY, ABST. 395, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, BEING MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED TO LEASE
17124-00 1	ERNEST THOMAS, ET UX	12/20/05	D206052094		TX	TARRANT	3.8225 ACRES, M/L COMPRISED OF 11 LOTS IN BLOCKS 13 & 14, WILKES ESTATES, A SUBDIVISION OF J. M. DANIELS SURVEY, A-395, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, DESCRIBED AS: LOTS 3, 11, 13, 16, 17, 18 IN BLK. 14, DESCRIBED IN DEED DATED 8/28/95 FROM JACK BYRON THOMAS, TRUSTEE, TO ERNEST THOMAS, RECORDED IN VOL. 12082, PG. 534; LOTS 12 & 14, BLK. 14, DESCRIBED IN DEED DATED 5/5/97, FROM PEARLE TRENTMAN & WILLIAM C. JENNINGS, TR. OF HARRY C. TRENTMAN, DEC'D., TO ERNEST THOMAS, RECORDED IN VOL. 6259, PG. 235; LOT 2, BLK. 13, DESCRIBED IN DEED DATED 11/17/2003, FROM CITY OF FORT WORTH TO ERNEST THOMAS, COUNTY CLERK'S INSTRUMENT #D203459185; LOTS 19 & 20, BLK. 13, DESCRIBED IN DEED DATED 6/3/93 FROM WILLIAM E. MEEK TO ERNEST THOMAS, RECORDED IN VOL. 11100, PG. 1810 ALL RECORDING REFERENCES BEING TO DEED RECORDS OF TARRANT COUNTY, TEXAS
17125-00 1	ERNEST THOMAS, ET UX	12/20/05	D206052093		TX	TARRANT	2.8688 ACRES, M/L, BEING 6 LOTS IN BLOCKS 8 AND 14 OF WILKES ESTATES, A SUBDIVISION OF J. M.DANIEL SURVEY,

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LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK	PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
								REVISED PLAT RECORDED IN VOL. 388-10, PAGE 124, PLAT RECORDS OF TARRANT COUNTY, TEXAS, BEING SAME LOTS IN DEED DATED 2/10/2004 FROM BOB W. WILLIAMS TO BWW TRUST RECORED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, BEARING COUNTY CLERK'S INSTRUMENT #D204311991, SAID LOTS MORE FULLY DESCRIBED AND LISTED IN LEASE
17100-00 1	JUDEA MISS.BAPTIST CH.	09/01/05	D205342983			TX	TARRANT	2 ACRES, M/L, IN J. M. DANIEL SURVEY, A-395, TARRANT CO., TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED OCTOBER 5, 1990 FROM BETHEL BAPTIST CHURCH OF FORT WORTH, FORMERLY BETHEL BAPTIST CHURCH OF HANDLEY, TO JUDEA MISSIONARY BAPTIST CHURCH, RECORDED IN VOL. 10064, PAGE 1644, DEED RECORDS OF TARRANT COUNTY, TEXAS
17101-00 1	EASTLAND REAL EST. INV.	10/24/05	D205342984			TX	TARRANT	32.863 ACRES, M/L IN J. M. DANIEL SURVEY, A-395, TARRANT CO., TEXAS, DESCRIBED BY METES AND BOUNDS IN WARRANTY DEED WITH VENDOR'S LIEN DATED 6/12/2003 FROM CANN REAL ESTATE, LTD., A TEXAS LIMITED PARTNERSHIP, TO EASTLAND REAL ESTATE INVESTORS, LP, A TEXAS LIMITED PARTNERSHIP, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT CO., TEXAS, BEARING COUNTY CLERK'S INSTRUMENT #D203218312
17102-00 1	RUDOLF REYES, ET UX	10/15/05	D205342985			TX	TARRANT	LOT 12, BLOCK 2, BEING 2 LOTS IN SUN VALLEY ADDITION, ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PAGE 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, BEING SAME PROPERTY DESCRIBED IN DEED TO RUDOLF REYES AND WIFE, ELVA, FROM LEOTA A. GILBERT RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AT VOLUME 10329, PAGE 801, BEARING INSTRUMENT #D191123430 DATED 7/24/91.

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Clay Blum
Quicksilver Resources Inc.
777 W Rosedale St Ste 300
Fort Worth TX 76104

END OF EXHIBIT "A"

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
							TRACT 3 - 4.965 AC., M/L, DESCRIBED BY METES AND BOUNDS IN DEED DATED 11/25/81 FROM V. W. BOSWELL AND WIFE, EDITH PORTER BOSWELL TO AEROSPACE OPTICS, INC. REC. AT VOL. 7215, PAGE 22 ALL RECORDING TO DEED RECORDS OF TARRANT COUNTY, TEXAS
17131-00 1	G. L. HARRIS, ET UX	02/08/06	D206067888		TX	TARRANT	1.2487 AC., M/L, BEING LOT K, BLK. 1, BOSWELL INDUSTRIAL PARK, ADDITION TO CITY OF FORT WORTH, TARRANT CO., TEXAS, ACCORDING TO PLAT RECORDED IN VOL. 388-107, PAGE 16, PLAT RECORDS, R. R. RAMEY SURVEY, A-1341, TARRANT COUNTY, TEXAS, DESCRIBED IN DEED DATED JANUARY 1, 1994 FROM C&G INVESTMENTS, INC. TO G. L. HARRIS RECORDED AT VOL. 11465, PAGE 1029 OF DEED RECORDS OF TARRANT COUNTY, TEXAS
17132-00 1	SHERRY LAWHON, ET VIR	01/27/06	D206067887		TX	TARRANT	.5826 AC., COMPRISED OF 2 PORTIONS OF LOT 2-R-1, BLK. 2, TRIANGLE PARK ADDITION, ADDITION TO CITY OF FORT WORTH, J.M.DANIEL SURVEY, A-395, ACCORDING TO PLAT RECORDED AT VOL. 388-93, PAGE 337, PLAT RECORDS OF TARRANT COUNTY, TEXAS, DESCRIBED AS: .0275 AC., M/L, BEING PORTION OF LOT 2-R-1, BLK. 2, TRIANG PARK ADDITION, DESCRIBED BY METES AND BOUNDS IN SPECIAL WARRANTY DEED EFFECTIVE 6/29/99 FROM OUTDOOR SYSTEMS INC., A DELAWARE CORPORATION, TO SHERRY LAWHON, RECORDED AT VOL. 13940, PAGE 146; AND .5551 AC., M/L, BEING PORTION OF LOT 2-R-1, BLK. 2, TRIANG PARK ADDITION, DESCRIBED BY METES AND BOUNDS IN WARRANTY DEED EFFECTIVE 6/29/99 FROM AL HERTER TO SHERRY LAWHON, RECORDED AT VOL. 13916, PAGE 211. ALL RECORDING REFERENCES ARE TO DEED RECORDS OF TARRANT COUNTY, TEXAS

END OF EXHIBIT "A"

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LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
							INSTRUMENT #D199042689 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS; .2052 AC., M/L, BEING E/2 OF LOT 9, BLK. 2, DESCRIBED IN DEED EXECUTED ON 3/20/69 FROM CARL LEE KAHLER, INDIVIDUALLY AND AS SURVIVOR OF JESSIE LENA KAHLER, TO FRANCIS MARION HOPEWELL AND WIFE, BILLIE LOWANA HOPEWELL, RECORDED AT VOL. 4699, PAGE 839, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.
17161-00 1	JWV ASSOCIATES, LTD.	06/14/06	D206254039		TX	TARRANT	2.5266 ACRES, MORE OR LESS, AS FOLLOWING: TRACT 1: 1.363 ACRES, M/L IN J. A. CREARY SURV. A-269, TARRANT COUNTY, TEXAS, DESCRIBED IN DEED DATED 10/28/2002 FROM FARHAT RENTALS, INC. TO JWV ASSOCIATES LTD., RECORDED AT VOL. 16110, PAGE 331, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS; TRACT 2: 1.1636 ACRES, M/L, IN M. T. JOHNSON SURVEY, A-863, DESCRIBED IN DEED DATED 10/28/2002 FROM PIONEER OAKS PROPERTIES, LTD. TO JWV ASSOCIATES, LTD., RECORDED AT FOL. 16110, PAGE 326, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17162-A0 1	JOYCE ANN PUTMAN	06/15/06	D206220928		TX	TARRANT	5.986 ACRES, M/L, COMPRISED OF 4 LOTS IN WILKES ESTATES, ADDITION TO THE CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58 OF PLAT RECORDS, TARRANT COUNTY, TEXAS (BEING LOT 16, BLOCK 13; LOT 8, BLOCK 15; LOT 9, BLK. 15; LOT 10, BLK. 15) AND ONE 2.33-AC TRACT, ALL IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED ON MEMORANDUM OF OIL AND GAS LEASE RECORDED AS INSTRUMENT #D206220928 IN THE RECORDS OF TARRANT COUNTY, TEXAS

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EXHIBIT A

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK	PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
17176-00 1	ARC18TX LP	08/01/06	D206242435			TX	TARRANT	RIGHTS IN THE BARNETT SHALE FORMATION ONLY IN THE FOLLOWING: 10.178 ACRES, M/L, KNOWN AS MULBERRY HEIGHTS, IN J. M. DANIEL SURVEY, A-395,TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED 7/11/2006 FROM ARC III, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, GRANTOR, TO ARC18TX LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED IN OFFICIAL RECORDS OF TARRANT COUNTY, TEXAS, COUNTY CLERK'S INSTRUMENT #D206223969

After Recording Return to:
Quicksilver Resources Inc.
Attn: Clay Blum
777 West Rosedale, Suite 300
Fort Worth, TX 76104

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LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
							OF DEED RECORDS, TARRANT COUNTY, TEXAS TRACT 5: .04 AC., M/L DESCRIBED IN QUITCLAIM DEED EXECUTED ON 12/16/93 FROM GLEN M. COOPER AND WIFE, BETTY A. COOPER TO GLEN M. COOPER AND BETTY A. COOPER FAMILY TRUST, RECORDED AT VOL. 11971, PAGE 1400, DEED RECORDS OF TARRANT COUNTY, TEXAS
17179-00 1	DAN DIPERT'S TRAVEL SERV.,INC.	07/20/06	D206254041		TX	TARRANT	3.509 ACRES, M/L, IN J. A. CREARY SURV. A-269 AND S. G. JENNINGS SURV. A-843, TARRANT COUNTY, TEXAS, DESCRIBED IN DEED DATED 9/20/82 FROM 303 JOINT VENTURE TO DAN DIPERT TRAVEL SERVICE, INC., RECORDED IN VOL. 7365, PAGE 1985 AND DEED DATED 9/20/87 FROM 303 JOINT VENTURE, TO DAN DIPERT TRAVEL SERVICE, INC. RECORDED AT VOL. 9079, PAGE 814, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17180-00 1	WILLIAM A. STANLEY, ET UX	07/19/06	D206254040		TX	TARRANT	5.2727 ACRES, M/L, BEING FIFTEEN (15) LOTS IN WILKES ESTATES, SUBDIVISION OF J. M. DANIEL SURVEY, A-395, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58, PLAT RECORDS OF TARRANT COUNTY, TEXAS, BEING: .303 AC., M/L, LOT 19, BLK. 3 .303 AC., M/L, LOT 19, BLK. 5 .303 AC., M/L, LOT 19, BLK. 6 .3977 AC., M/L, LOT 20, BLK. 6 .303 AC., M/L, LOT 4, BLK. 7 .303 AC., M/L, LOT 7, BLK. 7 .3977 AC., M/L, LOT 9, BLK. 7 .303 AC. M/L, LOT 14, BLK. 7 .303 AC., M/L, LOT 16, BLK. 7 .4405 AC., M/L, LOT 17, BLK. 7 .3246 AC., M/L, LOT 18, BLK. 7

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LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
17219-00 1	GOOD SHEPHERD TEMPLE OF PRAISE	09/19/06	D206390219		TX	TARRANT	2.0225 ACRES, M/L, BEING 6 LOTS IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED AS: LOT 8, BLK. 11 OF WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58, PLAT RECORDS, TARRANT COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED DATED 6/8/96 FROM RICHARD L. PRUITT TO GOOD SHEPHERD MISSIONARY BAPTIST CHURCH, RECORDED IN VOL. 12488, PAGE 1969, DEED RECORDS OF TARRANT COUNTY, TEXAS; LOTS 1 AND 2, BLK. 17 OF WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58, PLAT RECORDS, TARRANT COUNTY, TEXAS, DESCRIBED IN MINERAL DEED DATED 8/31/2006 FROM HOME-STEAD LAND COMPANY TO GOOD SHEPHERD TEMPLE OF PRAISE, COUNTY CLERK'S INSTRUMENT #D206282864, OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS; LOTS 1, 2 AND 3 OF BLK. 7, VILLAGE GARDENS, SUBDIVISION OF CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED AT VOL. 388-Y, PAGE 84, PLAT RECORDS OF TARRANT CO., TEXAS, DESCRIBED IN WARRANTY DEED DATED 10/1/98 FROM ROBERT VILLAFRANCA TO GOOD SHEPHERD MISSIONARY BAPTIST CHURCH, RECORDED AT VOL. 13445, PAGE 473, DEED RECORDS OF TARRANT COUNTY, TEXAS.
17220-00 1	RUBY L. STOY	10/10/06	D206390220		TX	TARRANT	2.904040 ACRES, M/L, BEING 10 LOTS IN J. M. DANIEL SURV. A-395, IN VILLAGE GARDENS, ADDITION TO THE CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED AT VOL. 388-Y, PAGE 84, PLAT RECORD, TARRANT COUNTY, TEXAS, AS FOLLOWS: .274564 AC., M/L, LOT 5, BLK. 4, DESCRIBED IN WARRANTY DEED EXECUTED ON 9/1/77 FROM GEORGE M. HARRIS AND

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EXHIBIT A

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK	PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
								TARRANT COUNTY, TEXAS
17231-H0 1	PAULA PENNINGTON	11/17/06	D207038208			TX	TARRANT	24 ACRES, M/L, IN ROBERT R. RAMEY SURV. A-1341, TARRANT COUNTY, TEXAS, DESCRIBED IN DEED DATED 12/19/68 FROM E. J. GARDNER, A WIDOWER, TO W. L. PENNINGTON AND BURL MOYE, RECORDED AT VOL. 4699, PAGE 965, DEED RECORDS OF TARRANT COUNTY, TEXAS
17232-00 1	GLENDA COLBURN	12/28/06	D207020768			TX	TARRANT	.0303 ACRE, M/L, BEING LOT 7, BLK. 9, WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED AT VOL. 388-L, PAGE 58, PLAT RECORDS IN J.M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED EXECUTED MARCH 3, 1981 FROM BILLY JOE ROGERS AND ELIZABETH ROGERS TO JOHN H. COLBURN AND JIMMY N. COLBUR, RECORDED AT VOL. 7083, PAGE 1976, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17233-00 1	WAYNE ALLEN SMITH	01/12/07	D207038209			TX	TARRANT	.0303 ACRE, M/L, BEING LOT 12, BLK. 6, WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED AT VOL. 388-L, PAGE 58, PLAT RECORDS IN J.M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON 10/24/86 FROM RUTH E. KENDRICK TO WAYNE ALLEN SMITH, RECODED AT VOL. 8733, PAGE 1556, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17234-00 1	DENNIS M. WILLIAMS	01/12/07	D207038210			TX	TARRANT	.9091 AC., M/L, BEING LOTS 3, 4, AND 5, BLOCK 9, WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING

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LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK	PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
								TO PLAT RECORDED AT VOL. 388-V, PAGE 92 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO MANUELA PEREZ VALDEZ FROM MARIA DIANA NAVARRO, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, VOL. 12969, PAGE 241, INSTRUMENT #D197206701 DATED 10/30/97
17259-00 1	ARTURO CASTILLO	02/23/07	D207117224			TX	TARRANT	E/2, LOT 2, BLK. 8, SUN VALLEY ADDITION, IN CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED AT VOL. 388-V, PAGE 92 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO ARTURO CASTILLO FROM CASA UNLIMITED ENTERPRISES, L.P., RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, INSTRUMENT #D206226250 DATED 7/13/2006
17260-00 1	TRUCK AND TRAILER SERV.,INC.	01/22/07	D207117226			TX	TARRANT	5.15 ACRES, M/L, IN J. M. DANIEL SURVEY, A-395, TARRANT CO TEXAS, COMPRISED OF TWO TRACTS AS FOLLOWS: TRACT 1: 3.067 ACRES, M/L, BEING ALL OF LOT 12, BLK. 2 AN A PORTION OF LOT 11 AND LOT 18, BLOCK 2 OF VILLAGE GARDENS, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOLUME 388-Y, PAGE 84, PLAT RECORDS, TARRANT COUNTY, TEXAS, AND A PORTION OF LOT A, BLOCK 2 OF VILLAGE GARDENS, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOLUME 388-93, PAGE 372, PAT RECORDS, TARANT COUNTY, TEXAS; DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" IN SPECIAL WARRANTY DEED EXECUTED ON JUNE 24, 1993, FROM FEDERAL DEPOSIT INS. CORPORATION TO TRUCK AND TRAILER SERVICES, INC., A TEXAS CORPORATION, RECORDED AT VOL. 11119, PAGE 1396 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS;

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LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK	PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
								PLAT RECORDS, TARRANT COUNTY, TEXAS, IN J. M. DANIEL SURVEY, A-395 TARRANT COUNTY, TEXS, DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" OF WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON 5/15/89 FROM NCNB TEXAS NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, TO DONALD R. SIEWER AND WIFE, PATRICIA L. SIEWERT, RECORDED AT VOL. 9596, PAGE 2183 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS; TRACT TWO: LOTS 16, 17 AND 18, BLK.5, ACCORDING TO PLAT RECORDED IN VOL. 388-Y, PAGE 84, PLAT RECORDS, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN DEED EXECUTED 3/1/2004 FROM DONNA JEANETTE CHISM BLEYL, INDEPENDENT EXECUTRIX OF ESTATE OF ELWIN FRANKLIN CHISM, DECEASED, TO KENT AND PATRICIA SIEWERT, COUNTY CLERK INSTRUMENT #D204062591 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS; TRACT THREE: LOT 1, BLK. 5, ACCORDING TO PLAT RECORDED IN VOL. 388-Y, PAGE 84, PLAT RECORDS, IN J.M.DANIEL SURV. A-395, TARRANT COUNTY, TEXAS, DESCRIBED ON EXHIBIT "A" IN WARRANTY DEED AND CONTRACT OF SALE DATED 9/29/2006 FROM EUNICE PITTMAN TO KENT SIEWERT AND PATRICIA SIEWERT, COUNTY CLERK'S INSTRUMENT #D207143141 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17287-00 1	HUBERT SMILEY, JR., ET UX	03/14/07	D207176509			TX	TARRANT	LOT 4, BLOCK 1, HENCO ADDITION, ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT IN CABINET A, SLIDE 5701, PLAT RECORDS, TARRANT COUNTY, TEXAS, IN J. A. CREARY SURVEY, A-269, TARRANT COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED 10/3/2005 FROM NB HOMES, LTD. TO HUBERT SMILEY, JR., RECORDED AS DOCUMENT NUMBER D205297002 OF OFFICIAL PUBLIC RECORDS OF TARRANT CO., TEXAS

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EXHIBIT A

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK	PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
17348-00 1	JAMES W. GADDY, ET U X	10/19/07	D207384417			TX	TARRANT	.303 AC., M/L, BEING LOT 6, BLOCK 5, WILKES ESTATES, ADDITION TO CITY OF FORTWORTH, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58, PLAT RECORDS OF TARRANT COUNTY, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED EXECUTED 12/16/98 FROM ALBERT DONALD GADDY, JR. TO JAMES W. GADDY RECORDED AT VOL. 23566, PAGE 92, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17349-00 1	LARRY RIGGAN	11/02/07	D207409033			TX	TARRANT	.5423 ACRE, M/L, BEING LOTS 11, 12, 13, BLK. 5 OF WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58, PLAT RECORDS OF TARRANT COUNTY, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, SAVE AND EXCEPT A PART OF LOT 11, BLK. 5 CONVEYED 9/18/58, RECORDED IN VOL. 3256, PAGE 119, DEED RECORDS, TARRANT COUNTY, TEXAS, AND A PART OF LOT 12, BLK. 5, CONVEYED 9/8/58, RECORDED IN VOL. 3261, PAGE 277, DEED RECORDS, TARRANT COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED EXECUTED 1/13/2006 FROM LEW RIGGAN SR., D/B/A, RIGGAN ENTERPRISES TO LARRY RIGGAN, INSTRUMENT #D206018114 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS

END OF EXHIBIT "A"

Unofficial Document

EXHIBIT A

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OIL AND GAS LEASES FROM MARSHALL R. YOUNG OIL CO. TO QUICKSILVER RESOURCES, INC. DATED EFFECTIVE FEBRUARY 4, 2008

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK	PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
17350-00 1	G&B INVESTMENTS, INC.	10/05/07	D207458159			TX	TARRANT	3.2855 ACRES, M/L, (DESIGNATED AS LOTS 5A, 5B, 5C, 5D, 5E, 5F, 5G AND 5H, BLOCK 2, BY TARRANT APPRAISAL DISTRICT), IN J. A. CREARY SURVEY, A-269, TARRANT COUNTY, TEXAS, OF THE HANDLEY HEIGHTS SOUTH ADDITION, ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED AT VOL. 388-203, PAGE 80, PLAT RECORDS OF TARRANT COUNTY, TEXAS, DESCRIBED IN CORRECTED SPECIAL WARRANTY DEED DATED 3/31/98 FROM RIG RUNNER EXPRESS, INC. OF TEXAS, A/K/A RIG RUNNER EXPRESS OF TEXAS, INC., A TEXAS CORPORATION, TO G&B INVESTMENTS, INC., A LOUISIANA CORPORATION, RECORDED AS DOCUMENT #D200180182 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17351-00 1	NORVILLE RIGGAN,SR.	11/12/07	D207432550			TX	TARRANT	.5496 AC., M/L, BEING LOT 13R, BLK. 10 OF WILKES ESTATES, REVISION OF A PORTION OF LOTS 13 AND 14 AND ALL OF LOT 15, BLK. 10, WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOL. 388-128, PAGE 33, PLAT RECORDS OF TARRANT COUNTY, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN QUIT CLAIM DEED DATED 4/7/2004 FROM DARLENE W. RIGGAN TO NORVILLE LEWIS RIGGAN, SR., *COUNTY CLERK'S INSTRUMENT #D204106626 OF OFFICIAL* PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17352-00 1	JAVIER GARCIA, ET UX	09/10/07	D207432551			TX	TARRANT	W/2 OF LOT 3, BLOCK 3, SUN VALLEY ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED AT VOL. 388-V, PAGE 92 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED TO JAVIER GARCIA AND WIFE, MAGDELENA GARCIA FROM

Unofficial Document

EXHIBIT A

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
							TO DAN R. CANNON, RECORDED IN VOL. 13362, PAGE 1120 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, RECORDED AS INSTRUMENT #D191145075 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17370-00 1	ERNEST W. THOMAS, ET UX	11/14/07	D207459982		TX	TARRANT	LOTS 17 AND 18, BLK. 83, WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED AT VOL. 388-L, PAGE 58, PLAT RECORDS OF TARRANT COUNTY, TEXAS, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED DATED 5/20/75 FROM EVA PAULETTE JOLLY WALLS AND HUSBAND, GEORGE HERBERT WALLS TO ERNEST W. THOMAS AND WIFE, JO ANN THOMAS RECORDED IN VOL. 5827, PAGE 924, DEED RECORDS OF TARRANT COUNTY, TEXAS
17371-00 1	SUNAKO RICHEY, ET VIR	11/14/07	D207455160		TX	TARRANT	TWO LOTS IN WILKES ESTATES, SUBDIVISION OF CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58, PLAT RECORDS OF TARRANT COUNTY, TEXAS, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, BEING: LOT 20, BLK. 3, DESCRIBED IN WARRANTY DEED DATED JUNE 14, 1984, FROM STEPHEN J. STEPHENS AND WIFE, SHARLENE STEPHENS TO SUNAKO RICHEY, RECORDED IN VOL. 7860, PAGE 2189, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS; LOT 6, BLK. 13, DESCRIBED IN WARRANTY DEED DATED JUNE 14, 1984, FROM STEPHEN J. STEPHENS AND WIFE, SHARLENE K. STEPHENS TO SUNAKO RICHEY, RECORDED IN VOL. 7860, PAGE 2191 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS

Unofficial Document

EXHIBIT A

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK	PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
17373-00 1	GARY LYNN COLBURN	11/29/07	D207459983			TX	TARRANT	LOTS 13 AND 14, BLOCK 6 OF WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED AT VOL. 388-L, PAGE 58, PLAT RECORDS OF TARRANT COUNTY, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN DATED 2/9/79 FROM B. A. BARNES TO GARY LYNN COLBURN, RECORDED IN VOL. 6685, PAGE 327, DEED RECORDS OF TARRANT COUNTY, TEXAS
17374-00 1	EDWARD J. MALONE, ET UX	11/30/07	D207459984			TX	TARRANT	LOT 14, BLOCK 13 OF WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED AT VOL. 388-L, PAGE 58, PLAT RECORDS OF TARRANT COUNTY, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED DATED 9/21/92 FROM ELLA WILKES BROWN TO REV. EDWARD J. MALONE, RECORDED IN VOL. 10794, PAGE 1758, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17375-00 1	ARTHUR ROSSE, ET UX	11/12/07	D207442245			TX	TARRANT	W/2 OF LOT 14, BLK. 8, SUN VALLEY ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED AT VOL. 388-V, PAGE 92 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO ARTHUR W. ROSSE AND WIFE, CAROL L. ROSSE FROM TOM M. BROOKS, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT CO., TEXAS, VOL. 6603, PAGE 106, INSTRUMENT #D178575432 DATED 10/19/78

Unofficial Document

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE	ST	COUNTY	DESCRIPTION-METES & BOUNDS
							D203471730 OF OFFICIAL PUBLIC RECORDS OF TARRANT CO., TEXAS
17380-00 1	TONY LEROY BLACK	11/30/07	D207458157		TX	TARRANT	.303 ACRES, M/L, BEING LOT 12, BLK. 3, WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58, PLAT RECORDS OF TARRANT COUNTY, TEXAS, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN DATED 4/13/95 FROM K.H.I. INCORPORATED TO TONY LEROY BLACK, INSTRUMENT #D196020632, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17381-00 1	DORIS MARIE HUNT	12/10/07	D207458156		TX	TARRANT	.606 ACRES, M/L, BEING LOTS 16 AND 17, BLK. 5, WILKES ESTATES, ADDITION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN VOL. 388-L, PAGE 58, PLAT RECORDS OF TARRANT COUNTY, TEXAS, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED AS: LOT 16, BLK. 5, DESCRIBED IN QUIT CLAIM DEED EXECUTED 4/7/73 FROM ANNIE ONETA HUNT STOVALL TO DONALD WAYNE HUNT AND DORIS M. HUNT, RECORDED AT VOL. 5452, PAGE 896, OFFICIAL PUBLIC RECORDS OF TARRANT CO., TX; LOT 17, BLK. 5, DESCRIBED IN TRUSTEE'S DEED EXECUTED 10/5/71 FROM J. C. LLEWELLYN, AS TRUSTEE, TO DONALD W. HUNT AND WIFE, DORIS M. HUNT, RECORDED AT VOL. 5126, PAGE 144, OFFICIAL PUBLIC RECORDS OF TARRANT CO., TX

END OF EXHIBIT "A"

Unofficial Document

15.

File No. M1709585

Assignment

Date Filed: 11/4/18

Jerry Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 15, 2008

Mr. Wayne Norman
Agent for Quicksilver Resources, Inc.
Kellam Gagee & Company, LLC
6198 Hickory Hollow Lane
Conroe, TX 77304

Dear Mr. Norman,

Re: State of Texas HROW Lease # **MF109585**

Enclosed you will find an original executed Highway Right-of-Way Lease for Tarrant County. Please proof your lease before filing it of record.

Please refer to this lease number in all future correspondence concerning this lease. Thank you for your assistance in this request.

Please review Section 4c regarding pooling, and ensure the GLO receives a copy of the recorded unit designation on this lease. Please send copies of the recorded Unit Designations and plats to my attention as soon as possible.

If you have any questions please feel free to contact my direct phone number, or email listed below, or you may contact Drew Reid at 512-475-1534.

Best regards,

Beverly Boyd

Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521
beverly.boyd@glo.state.tx.us

16.

File No. MT109585

NO letter

Date Filed: 12/5/08

Jerry Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

January 6, 2009

Mr. Gary Wayne Kessler
Kellam Magee and Company, LLC
PO Box 216
Lufkin, TX 75902

Re: HROW lease MF 109585, Tarrant Co., TX

Dear Mr. Kessler,

Enclosed please find the original state lease for MF 109585. Please file this of record and return a certified copy to the land office. I have made a copy to be held in the file until we receive the bonus amount and certified copy of the lease.

Best regards,

Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521

File No. MT 109585

SCO letter

Date Filed: 11/6/09

Jerry Patterson, Commissioner

By

Quicksilver Resources Inc.
777 West Rosedale, Suite 300
Fort Worth, Texas 76104
(817) 665-5000

09007921

Vendor No.	Vendor Name	Date	Check No.	Check Total
68228	COMMISSIONER OF THE TEXAS	Jan-09-2009	213553	$21,017.75

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
01-AP-292	GWK2009002	12/19/08	21,017.75	0.00	21,017.75
LEASE BONUS					
TOTAL INVOICES PAID					21,017.75

121

DETACH BEFORE DEPOSITING - DUPLICATES CANNOT BE FURNISHED

Quicksilver Resources Inc.
777 West Rosedale, Suite 300
Fort Worth, Texas 76104
(817) 665-5000

Vendor No.	Vendor Name	Date	Check No.	Check Total
68228	COMMISSIONER OF THE TEXAS	Jan-09-2009	213553	$21,017.75

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
01-AP-292	GWK2009002	12/19/08	21,017.75	0.00	21,017.75
LEASE BONUS					
TOTAL INVOICES PAID					21,017.75

DETACH BEFORE DEPOSITING - DUPLICATES CANNOT BE FURNISHED

Quicksilver Resources Inc.
777 West Rosedale, Suite 300
Fort Worth, Texas 76104
(817) 665-5000

JPMorgan Chase Bank, N.A.
Dallas, TX

Check No. **213553**

[redacted]

VENDOR No.	DATE	PAY EXACTLY
68228	Jan-09-2009	$21,017.75

PAY EXACTLY **$21,017dols75cts**
TWENTY-ONE THOUSAND SEVENTEEN DOLLARS AND 75 CENTS

Quicksilver Resources Inc.

TO THE ORDER OF

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVE SUITE 640
STEPHEN F AUSTIN STATE OFFICE BLDG
AUSTIN, TX 78701-1495

⑈0000213553⑈ [redacted]

Details on back. Security Features Included.

18.

File No. MF109585

Bonus + Fees

Date Filed: 11/3/09

Jerry Patterson, Commissioner

By

Hawkins West
Whiz-Q-West

(10)

HROW Lease
Revised 8/06

The State of Texas

FILED
TARRANT COUNTY, TEXAS
2009 JAN -7 PM 2:35
SUZANNE HENDERSON
COUNTY CLERK
BY

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (109585)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Quicksilver Resources, Inc.**, whose address is **777 West Rosedale, Suite 300, Ft. Worth, TX 76104** hereinafter called "Lessee"

1. Lessor, in consideration of **Twenty One Thousand Seventeen 75/100 ($21,017.75)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant** State of Texas, and is described as follows:

> **2.0671072 acres** of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **2.0671072** acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three year, from December 16th, 2008** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/4** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/4** of such gas and casing head gas.

2/13/09US

TX-439-808.00

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **$ 25.00.** Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

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, the 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 accruing 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 The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4 POOLING. (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

21.12.8

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred

10. LESSER ESTATE CLAUSE. If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee Every transferee 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 transferee of the lease, including any liabilities to the State for unpaid royalties.

12 WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

13. SURFACE. Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY. Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well

21-02-9

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to **double the shut-in royalty** and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) 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, or 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 this lease is pooled or assigned and the unit designation or 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 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. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under 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.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:
ML: DR
DC: CLR
CC:

21.02.9

Exhibit "A"
Tract 1

Re: Ownership of Mineral Estate in a portion of East Loop 820, Tarrant County, Texas **(Lake Arlington Prospect; Binder Packets covering Lots 6 through 16, Block 12, Wilkes Estates subdivision)**

This letter covers the Binder Packets containing instruments relating to the mineral ownership of Lots 6 through 16, Block 12, Wilkes Estates subdivision. Wilkes Estates subdivision is located within the J. Daniels Survey, Abstract No. 395, and is depicted on a Plat recorded in Volume 388-L, Page 58, Plat Records, Tarrant County, Texas. This letter covers mineral ownership, the application of the doctrine of strip and gore, and contains our opinion as to whether the acreage lying within East Loop 820 is leased, and provides the lease description you should include in the amendments you obtain on your Oil and Gas Lease, to ensure the mineral estate under this portion of East Loop 820 is leased.

Here, the heirs of R. J. Wilkes and wife, Ada Wilkes, the record owners of the full (8/8) surface and mineral interest in Lots 6 through 16, Block 12, and other lands located within Wilkes Estates subdivision conveyed these lands to Harry C. Trentman and Jason T. Hobbs without reservation (Volume 2839, Page 282, Deed Records).

By March 11, 1955, Harry C. Trentman and Jason T. Hobbs were the record owners of the full (8/8) surface and mineral interest in Lots 6 through 16, Block 12, and other lands lying within the Wilkes Estates subdivision (Volume 2839, Page 282, Deed Records).

By August 18, 1957, C. L. Williams was the record owner of the full (8/8) surface and mineral interest in Lot 10, Block 12 (Volume 3142, Page 550, Deed Records). On June 4, 1958, C. L. Williams conveyed a divided portion of Lot 10, Block 12, Wilkes Estates subdivision, to the State of Texas, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3223, Page 98, Deed Records; depicted in pink on Exhibit "A").

By April 9, 1957, W. S. Keller was the record owner of the full (8/8) surface and mineral interest in Lot 16, Block 12 (Volume 3105, Page 50, Deed Records). On September 26, 1958,

Exhibit "A"
Tract 1- cont.

W. S. Keller conveyed a divided portion of Lot 16, Block 12, Wilkes Estates subdivision, to the State of Texas, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3269, Page 467, Deed Records; depicted in orange on Exhibit "A").

The remainder of the lands remained owned by Harry T. Trentman and Jason T. Hobbs until portions of them were conveyed to the City of Fort Worth or the State of Texas, as detailed below.

By Deed, dated December 17, 1955, Harry C. Trentman and Jason T. Hobbs conveyed Lot 9, Block 12, Wilkes Estates subdivision to the City of Fort Worth, without reservation (Volume 2951, Page 396, Deed Records; depicted in blue on Exhibit "A"). On December 21, 1955, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed to the City of Fort Worth, Lot 8, Block 12, Wilkes Estates subdivision, without reservation (Volume 2951, Page 395, Deed Records; depicted in green on Exhibit "A"). A previous review of the City of Fort Worth's records reveals the lands acquired in the 1955 Deeds, and Deeds like it, were purchased for public road purposes, although no specific purpose was specifically stated in the Deeds. Therefore, title to Lots 8 and 9, Block 12, located within East Loop 820 are owned by the State of Texas insofar as they lie on both sides of the centerline of East Loop 820. *West v. City of Waco,* 116 Tex. 472, 294 S.W. 832 (Tex.); *Robbins v. Limestone County*, 114 Tex. 345, 268 S.W. 915 (1925). As the State of Texas owns lands in the roadway in this instance, its ownership extends towards the centerline of East Loop 820 by application of the doctrine of strip and gore, in the undersigned's opinion (a Plat depicting this acreage in green insofar as it is located east of East Loop 820's centerline, and blue insofar as it is located west of East Loop 820's centerline is attached to this Letter as Exhibit "B").

Thereafter, Harry C. Trentman and Jason T. Hobbs by Deed, dated July 1, 1958, conveyed Lot 12, Block 12, Wilkes Estates subdivision to the State of Texas, and reserved all oil, gas and sulphur, but waived the right of ingress and egress (Volume 3236, Page 176, Deed Records; depicted in purple on Exhibit "A"). On November 21, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed divided portions of Lots 6, 7 and 15, Block 12, and all of Lots 11, 13 and 14, Block 12, to the State of Texas, and reserved all oil, gas and sulphur, but waived the right of ingress and egress (Volume 3287, Page 93, Deed Records; depicted in yellow on Exhibit "A").

Lots 8 through 14, and divided portions of Lots 6, 7, 15 and 16, Block 12, Wilkes Estates subdivision are now within East Loop 820.

The record owner of the mineral estate to the divided portions of Lot 6, 7, 15 and 16, Block 12, Wilkes Estates subdivision, which lie east of East Loop 820 is Lawhon, Inc. (Tarrant County Clerk's Instrument No. D199277671, Official Public Records).

Exhibit "A"
Tract 2-5

Re: Ownership of Mineral Estate in a portion of East Loop 820, Tarrant County, Texas **(Lake Arlington Prospect; Binder Packets covering Lot 11-R, Block 3, Lots 4 through 8, Block 4, and Lots 2 through 5, Block 16, Wilkes Estates subdivision)**

This letter covers the Binder Packets containing instruments relating to the mineral ownership of Lot 11-R, Block 3, Lots 4 through 8, Block 4, and Lots 2 through 5, Block 16, Wilkes Estates subdivision. Wilkes Estates subdivision is located within the J. Daniels Survey, Abstract No. 395, and is depicted on a Plat recorded in Volume 388-L, Page 58, Plat Records, Tarrant County, Texas. This letter covers mineral ownership, the application of the doctrine of strip and gore, and contains our opinion as to whether the acreage lying within East Loop 820 is leased, and provides the lease description you should include in the amendments you obtain on your Oil and Gas Leases, to ensure the mineral estate under this portion of East Loop 820 is leased.

All Blocks discussed herein are located in the Wilkes Estates subdivision. Here, we begin with the heirs of R. J. Wilkes and wife, Ada Wilkes, as the record owners of the full (8/8) surface and mineral interest in the Wilkes Estates subdivision, including Lot 11-R, Block 3, Lots 4 through 8, Block 4, Lots 2 through 5, Block 16, and other lands located within Wilkes Estates subdivision. These Lots were then conveyed to Harry C. Trentman and Jason T. Hobbs in fee simple (Volume 2839, Page 282, Deed Records). After this point in time, the recent title history for each Lot (or Lots) is different. Therefore, we have separated these Lots into groups for discussion purposes to deal with the recent title history and current ownership.

Lot 11-R, Block 3, Wilkes Estates subdivision

By March 11, 1955, Harry C. Trentman and Jason T. Hobbs were the record owners of the full (8/8) surface and mineral interest in Lot 1 through 8, Block 4, and Lots 9 through 11, and other lands lying within the Wilkes Estates subdivision (Volume 2839, Page 282, Deed Records). Lots 1 through 3, Block 4, and Lots 9 through 11, Block 3, will later become Lot 11-R, Block 3.

By January 13, 1958, Otto M. Cooper was the record owner of the full (8/8) surface and mineral interest in Lots 1 and 2, Block 4 (Volume 3175, Page 263, Deed Records). On July 21, 1958, Otto M. Cooper conveyed divided portions of Lot 1 and 2, Block 4, Wilkes Estates subdivision, to Tarrant County (State of Texas), and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3235, Page 348, Deed Records).

By July 19, 1958, L. J. Jieres was the record owner of the full (8/8) surface and mineral interest in Lot 3, Block 4 (Volume 3244, Page 456, Deed Records). On September 16, 1958, L. J. Jieres conveyed a divided portion of Lot 3, Block 4, Wilkes Estates subdivision, to Tarrant County (State of Texas), and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3258, Page 665, Deed Records).

Exhibit "A"
Tract 2-5 cont.

On July 7, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed to the State of Texas, State Highway Commission, Lots 4 through 8, Block 4, Wilkes Estates subdivision, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3236, Page 174, Deed Records).

Lots 4 through 8, Block 4, and divided portions of Lots 1 through 3, Block 4, Wilkes Estates subdivision are now within East Loop 820.

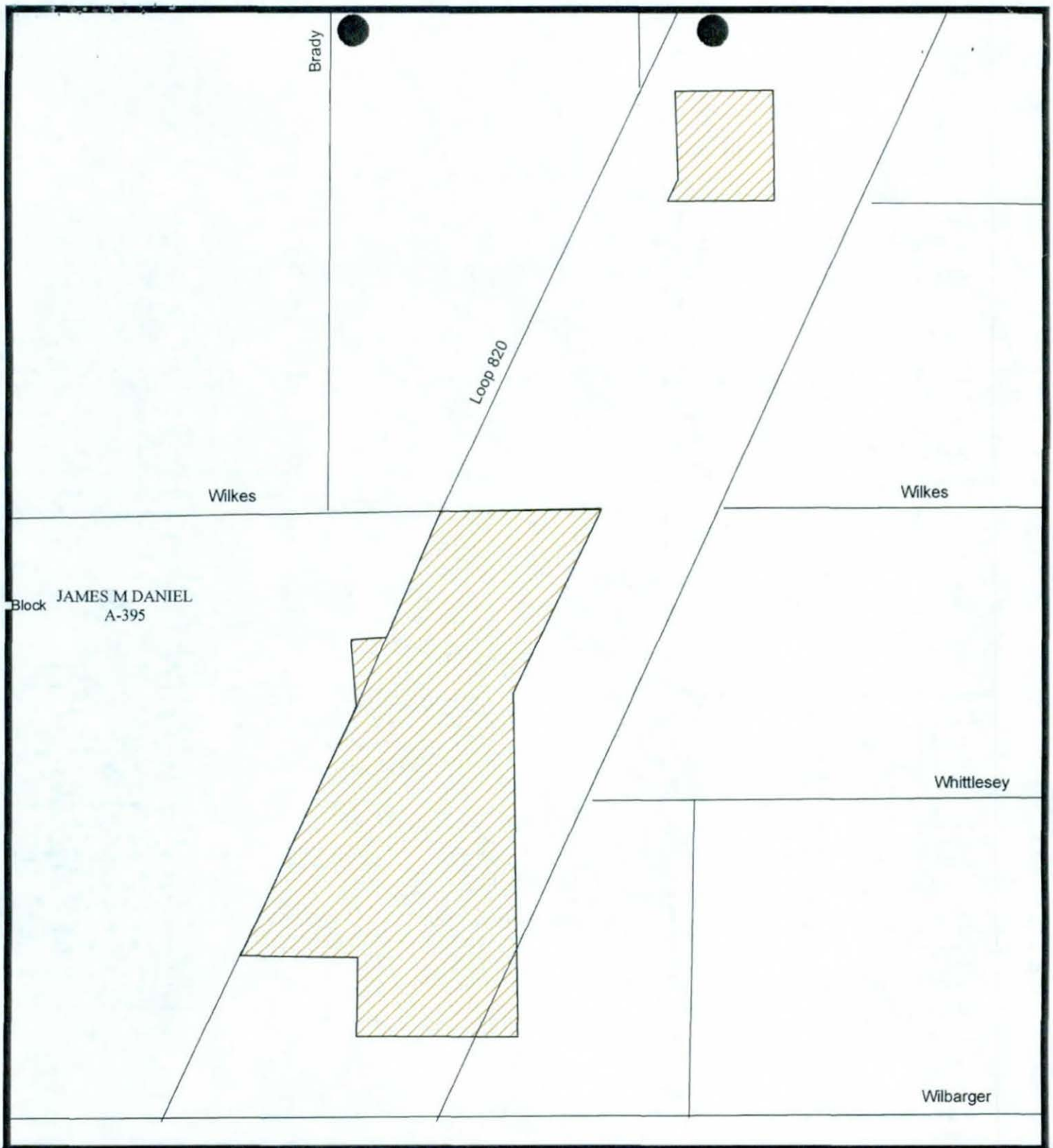
The record owner of the mineral estate to Lot 11-R, Block 3, Wilkes Estates subdivision, which lies east of East Loop 820 is John H. Koslow (Tarrant County Clerk's Instrument No. D207416982, Official Public Records).

Lots 2 through 5, Block 16, Wilkes Estates subdivision

By March 11, 1955, Harry C. Trentman and Jason T. Hobbs were the record owners of the full (8/8) surface and mineral interest in Lots 2 through 5, Block 16, and other lands lying within the Wilkes Estates subdivision (Volume 2839, Page 282, Deed Records). On September 8, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed Tarrant County (State of Texas) divided portions of Lots 3 and 5, Block 16, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3258, Page 673, Deed Records). On October 24, 1958, by Deed, Harry C. Trentman and Jason T. Hobbs conveyed Tarrant County (State of Texas) a divided portion of Lot 4, Block 16, and reserved all oil, gas and sulphur, but waived the rights of ingress and egress (Volume 3278, Page 51, Deed Records).

The divided portions of Lots 3 through 5, Block 16, Wilkes Estates subdivision conveyed to the State of Texas are now within East Loop 820.

The record owner of the mineral estate to the divided portion of Lots 2 through 5, Block 16, Wilkes Estates subdivision, insofar as they lie east of East Loop 820 is Lawhon, Inc. (Tarrant County Instrument No. 199277671, Official Public Records).



Map showing
A Buffer of Loop 820
2.0671072 ac
Tarrant County
zg 11/08

NAD_1927_Albers
Projection: Albers
False_Easting: 0.000000
False_Northing: 0.000000
Central_Meridian: -100.000000
Standard_Parallel_1: 28.000000
Standard_Parallel_2: 35.000000
Latitude_Of_Origin: 31.000000

GCS_North_American_1927

0 125 250 500 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
Information Systems - GIS
December 2, 2008

QUICKSILVER RESOURCES INC
777 WEST ROSEDALE 300

FTW TX 76104

Submitter: GARY KESSLER

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: 01/07/2009 02:34 PM
Instrument #: D209004253
LSE 11 PGS $52.00

By: _____

D209004253

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

21.02.0

#20

File No. 109585
Recorded copy

Date Filed: 10.31.12
Jerry E. Patterson, Commissioner
By BByrd

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA13-76

Unit Number	*6132*		
Operator Name	*QUICKSILVER RESOURCES INC*	*Effective Date*	*7/12/2010*
Customer ID	*C000044115*	*Unitized For*	*Oil & Gas*
Unit Name	*Whiz Q West*	*Unit Term*	*0 Months*
County1	*Tarrant*		
County 2			
County 3			
RRC District:	*05*		
Unit Type:	*Permanent*		

Old Unit Number	*Inactive Status Date*
0	
#5957 *0*	7-12-10
0	
0	
0	

State Royalty Interest: *0.0037678319*

State Part in Unit: *0.0150713275*

Unit Depth **All**

Below Depth **0**

Above Depth **0**

Well: *Unit*

Formation: *Barnett Shale*

Participation Basis: *Surface Acreage*

[If Exclusions Apply: See Remarks]

MF Number **MF110325**

Tract Number # 2

Lease Acres 1.915 / *Total Unit Acres* 275.953993 =

Tract Participation: 0.0069396 X

Lease Royalty 0.25 =

Tract Royalty Participation 0.0017349

Manual Tract Participation: 0 *See Remarks*

Manual Tract Royalty: 0

Tract Royaly Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

MF Number	**MF110644**		*Tract Number*	23	
Lease Acres	0.05422	/	*Total Unit Acres*	275.953993	=
Tract Participation:	0.0001965	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0000491		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

MF Number	**MF110554**		*Tract Number*	34	
Lease Acres	0.070773	/	*Total Unit Acres*	275.953993	=
Tract Participation:	0.0002565	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0000641		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

MF Number	**MF109585**		*Tract Number*	31	
Lease Acres	2.119	/	*Total Unit Acres*	275.953993	=
Tract Participation:	0.0076788	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0019197		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

API Number	*RRC Number*
4243935051	259966
4243935056	259961
4243935052	258658

Remarks:

This unit replaces Unit 5957. Quicksilver filed units with incorrect unit names. MF109585 increased to 2.119 from 2.067 per survey

Prepared By: BBoyd ***Prepared Date:*** 2-15-13

GLO Base Updated By: BBoyd ***GLOBase Date:*** 2-15-13

RAM Approval By: ***RAM Approval Date:*** 2-19-13

GIS By: ***GIS Date:***

Information for Highway Right-of-Way Unit Declaration
Texas General Land Office
Jerry Patterson, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

TOTAL 4.158993

OPERATOR INFORMATION

Contact Name: Crawford Gupton Phone (8176655725

Name of Pooled Unit: Whiz Q West Unit

Operator of Pooled Unit: Quicksilver Resources Inc. County: Tarrant

Operator TAX ID #: 752756163

Effective Date of Unit Declaration: 7/12/2010

HROW LEASE(S) IN UNIT

HROW State Lease No.	Lease Date	Term	HROW Royalty	Total Lease Acreage	Lease Acreage In Unit	Lessee of Record
MF- 110325	10/06/09		25%	1.3488	1.915	
110644	3/23/10		25%	0.5542	0.05422	
109585	12/16/08		25%	2.067	2.119	
110554	2/26/10		25%	0.070773	0.070773	

Total HROW Acreage In Unit = 4.159 Ac.

State's Net Revenue Interest in Unit: 0.00376783

Total Private Acreage In Unit = 271.795 Ac.

Total Acreage In Pooled Unit = 275.954 Ac.

Attach a plat showing the pooled unit outline, unit well(s) location, and HROW lease tracts.

Type of Mineral Pooled: ☐ Oil ■ Gas ☐ Oil & Gas

Pooled Interval: All Depths X Top Depth _____ Base Depth _____

If pooling a Formation(s) please list Formation Name: _____

RRC Field Name(s): Newark, East (Barnett Shale)

UNIT WELL(S)

API #	4243935052	RRC ID#	258658
API #	4243935056	RRC ID#	259961
API #	4243935051	RRC ID#	259966
API #		RRC ID#	

PA13-76
6132

12527561637

NADOA Model Form Adopted 9/95

DIVISION ORDER

To: QUICKSILVER RESOURCES INC.
801 CHERRY STREET
SUITE 3700 UNIT 19
FORT WORTH, TX 76102

Date: 01/17/2011
Initials: BKL

Property Number: **42.1034.106** Effective Date: **11/05/2010**
Property Name: **WHIZ Q WEST UNIT 4H**
Operator: **QUICKSILVER RESOURCES INC**
County and State: **TARRANT, TEXAS**

Product(s): Gas: X Condensate: X Plant Products: X Oil: X

OWNER NO	DECIMAL INTEREST	TYPE INTEREST
69897	0.00376783	RI - ROYALTY INTEREST

FIRST PRODUCTION 11/05/10
THIS DIVISION ORDER COVERS THE 4H THRU 6H WELLS AND ANY ADDITIONAL WELLS DRILLED WITHIN THE UNIT.

OWNER NAME/ADDRESS
TEXAS GENERAL LAND OFFICE
ATTN DREW REID
STEPHEN F AUSTIN BUILDING
1700 N CONGRESS AVE
AUSTIN, TX 78701-1495
XX-XXX0108

REMITTANCE ADDRESS

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by QUICKSILVER RESOURCES INC..

QUICKSILVER RESOURCES INC. shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective, the first day of the month following receipt of such notice.

QUICKSILVER RESOURCES INC. is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse QUICKSILVER RESOURCES INC. any amount attributable to an interest to which the undersigned is not entitled.

QUICKSILVER RESOURCES INC. may accrue proceeds until the total amount equals **$50.00**, or pay **$5.00** minimum suspense annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and QUICKSILVER RESOURCES INC. may have certain statutory rights under the laws of the state in which the property is located.

WITNESS OR ATTEST

_____

_____

_____

DATE: _____

OWNER TELEPHONE NO.: _____

OWNER(S) SIGNATURE/TITLE:

_____

_____

_____

_____
SOCIAL SECURITY OR TAX ID NO.

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

From: Crawford Gupton <cgupton@qrinc.com>
To: "Beverly Boyd (Beverly.Boyd@GLO.TEXAS.GOV)" <Beverly.Boyd@GLO.TEXAS.GOV>
Date: 2/1/2013 9:16 AM
Subject: HROW Unit information CORRECTED - 2/1/2013
Attachments: GLO Forms CORRECTED.pdf

Dear Beverly,

I must apologize as it appears there was a mix up on the GLO forms I sent you back in September. Attached you'll find the corrected sheets. Thank you and please don't hesitate to call or email with any questions.

Best,

[cid:image001.png@01CE005C.DBAFDD10]
Crawford Gupton
801 S. Cherry St.
Suite 3700, Unit 19
Fort Worth, Texas 76102
817-665-5725

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA12-484

Unit Number	*5957*		
Operator Name	*QUICKSILVER RESOURCES INC*	*Effective Date*	*6/3/2010*
Customer ID	*C000044115*	*Unitized For*	*Oil & Gas*
Unit Name	*Lawhon West Unit*	*Unit Term*	**0** *Months*
County1	*Tarrant*		

	Old Unit Number	*Inactive Status Date*
County 2	*0*	
County 3	*0*	
RRC District: *05*	*0*	
Unit Type: *Permanent*	*0*	
	0	

State Royalty Interest: *0.0031484721*

State Part in Unit: *0.0125938883*

Unit Depth **All** *Well:* *Unit*

Below Depth **0** *Formation:* *Barnett Shale*

Above Depth **0** *Participation Basis:* *Surface Acreage*

[If Exclusions Apply: See Remarks]

MF Number **MF110325** *Tract Number* 1

Lease Acres 1.915 / *Total Unit Acres* 330.238993 =

Tract Participation: 0.0057988 X

Lease Royalty 0.25 =

Tract Royalty Participation 0.0014497

Manual Tract Participation: 0 *See Remarks*

Manual Tract Royalty: 0

Tract Royaly Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

MF Number	**MF110644**		*Tract Number*	2	
Lease Acres	0.05422	/	*Total Unit Acres*	330.238993	=
Tract Participation:	0.0001642	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0000410		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

MF Number	**MF109585**		*Tract Number*	3	
Lease Acres	2.119	/	*Total Unit Acres*	330.238993	=
Tract Participation:	0.0064166	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0016041		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

MF Number	**MF110554**		*Tract Number*	4	
Lease Acres	0.070773	/	*Total Unit Acres*	330.238993	=
Tract Participation:	0.0002143	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0000536		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

API Number	RRC Number
424393505100	259966
4243934862	258987
424393486000	257436

Remarks:

HROW Unit - MF109585 increased to 2.119 from 2.067 per survey- Barnett Shale

Prepared By:	B Boyd	*Prepared Date:*	9-26-12
GLO Base Updated By:	B Boyd	*GLOBase Date:*	9-26-12
RAM Approval By:		*RAM Approval Date:*	
GIS By:	ZG	*GIS Date:*	11-12-2012

Information for Highway Right-of-Way Unit Declaration
Texas General Land Office
Jerry Patterson, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

OPERATOR INFORMATION

Contact Name: Crawford Gupton Phone (8176655725

Name of Pooled Unit ~~Lawhon West Unit~~

Operator of Pooled Unit Quicksilver Resources Inc. County Tarrant

Operator TAX ID # [redacted]

Effective Date of Unit Declaration: 6/3/2010

HROW LEASE(S) IN UNIT

HROW State Lease No.	Lease Date	Term	HROW Royalty	Total Lease Acreage	Lease Acreage in Unit	Lessee of Record
MF-110325	10/06/09		25%	1.3488	1.915	TRACT 2
110644	3/23/10		25%	TOTAL 0.5542	0.05422	
3 109585 ✓	12/16/08		25%	2.067	2.119	
110554	2/20/10		25%	0.070773	0.070773	OK

Total HROW Acreage In Unit = ~~3.407~~ 4.1589 Ac. (326.0811) 4.1589

State's Net Revenue Interest in Unit: 0.00257919

Total Private Acreage In Unit = 326.833 Ac.

Total Acreage In Pooled Unit = 330.240 Ac.

Lease 109585 add 0.0760315316
110325 add 0.5662

Attach a plat showing the pooled unit outline, unit well(s) location, and HROW lease tracts.

Type of Mineral Pooled: ☐ Oil ■ Gas ☐ Oil & Gas

Pooled Interval: All Depths X Top Depth_____ Base Depth_____

If pooling a Formation(s) please list Formation Name:_____

RRC Field Name(s): Newark, East (Barnett Shale)

UNIT WELL(S)

API #	4243934860	RRC ID#	257436
API #	4243934861	RRC ID#	257372
API #	4243934862	RRC ID#	258987
API #		RRC ID#	

fee 9-26-12

1752756137

PA12-484
5957

33

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

FILED
TARRANT COUNTY TEXAS
2011 FEB 25 PM 2:35
MARY LOUISE GARCIA
COUNTY CLERK
BY

AMENDMENT TO DESIGNATION OF UNIT

LAWHON WEST UNIT

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under date of June 3, 2010, Quicksilver Resources Inc. executed the following described unit, to wit:

Designation of Unit (Lawhon West Unit), dated June 3, 2010, from Quicksilver Resources Inc. to the Public, filed June 4, 2010, as instrument number D210132474, in the Official Public Records, Tarrant County, Texas (hereinafter the "Lawhon West Unit"); and

WHEREAS, the undersigned, Quicksilver Resources Inc. desires to replace Exhibit "A" to the Lawhon West Unit to include:

1: Additional Oil, Gas and Mineral Leases which cover lands lying within the Lawhon West Unit but which were not available for inclusion on the Exhibit "A" at the time the Lawhon West Unit was initially filed in Tarrant County.

2: Remove Oil, Gas and Mineral Leases covering lands lying wholly outside of the Lawhon West Unit boundary, which were mistakenly included on Exhibit "A" thereto.

3: Corrected typographic errors made to Exhibit "A."

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Quicksilver Resources Inc., does hereby replace Exhibit "A" and Exhibit "C" to the Designation of Unit Lawhon West Unit, with Exhibit "A" and Exhibit "C" attached to hereinafter, dated June 3, 2010, from Quicksilver Resources Inc. to the Public, filed June 4, 2010, as instrument number D210132474, in the Official Public Records, Tarrant County, Texas.

Quicksilver Resources Inc. does hereby ratify, confirm and adopt the Lawhon West Unit and all of its terms and provisions, as contained in the above-referenced Designation of Unit; and as amended hereby.

The Amendment of Lawhon West Unit shall be effective June 3, 2010.

IN WITNESS WHEREOF, this Amendment to Designation of Unit is executed on this 24th day of February, 2011.

21-069

KB

TX-000476.A

QUICKSILVER RESOURCES INC.

Clay Blum

By: Clay Blum, V.P. U.S. Land

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 24th day of February, 2011, by Clay Blum, V.P. U.S. Land on behalf of Quicksilver Resources Inc., a Delaware corporation.

NOTARY PUBLIC STATE OF TEXAS
CRAWFORD GUPTON
My Commission Expires
August 13, 2012

Crawford Gupton

Crawford Gupton, Notary Public
Notary Public in and for the State of Texas
Tarrant County, Texas
My commission expires: 8-13-12

PLEASE RETURN TO:
Mr. Crawford Gupton
Quicksilver Resources Inc.
801 Cherry Street, Suite 3700
Fort Worth, Texas 76102

21-029

EXHIBIT "A"

Attached to and made a part of that certain Designation of Lawhon West Unit dated June 3, 2010.

OIL, GAS AND MINERAL LEASES

LEASE: TX4390319.00
LESSOR: Vass'e Enterprises Inc.
LESSEE: Marshall R. Young Oil Co.
DATED: July, 11, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207263720 in the Official Public Records of Tarrant County, Texas.

LEASE #: TX4390157.00
LESSOR: Value Family Properties- Summerlake, LLC., a Texas limited liability company
LESSEE: Marshall R. Young Oil Co.
DATED: June 26, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206278075 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390106.00
LESSOR: Willie D. Strawther and wife, Minnie A. Strawther
LESSEE: Marshall R. Young Oil Co.
DATED: August 22, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D205297234 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390343.00
LESSOR: Lola C. Vecera
LESSEE: Marshall R. Young Oil Co.
DATED: September 1, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207336954 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390137.00
LESSOR: Ernest W. Thomas and wife, Jo Ann Thomas
LESSEE: Marshall R. Young Oil Co.
DATED: December 20, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206052094 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390155.00
LESSOR: Rickey Lee Strawn, Sr., and wife, Cindy Ann Strawn
LESSEE: Marshall R. Young Oil Co.
DATED: May 16, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206187082 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390119.00
LESSOR: Charles E. Tagg, a single person
LESSEE: Marshall R. Young Oil Co.
DATED: May 16, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206187084 in the Official Public Records of Tarrant County, Texas.

21-0829

LEASE: TX4390114.00
LESSOR: Willie E. Mulkey and wife, Jessie B. Mulkey
LESSEE: Marshall R. Young Oil Co.
DATED: May 4, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206187077 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390159.00
LESSOR: William A. Stanley and wife, Holly Stanley
LESSEE: Marshall R. Young Oil Co.
DATED: July 19, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206254040 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390262.00
LESSOR: Ernest W. Thomas and wife, Jo Ann Thomas
LESSEE: Marshall R. Young Oil Co.
DATED: March 20, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207141710 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390558.00
LESSOR: Mike Guenther, husband and Janet Guenther, wife
LESSEE: Quicksilver Resources Inc.
DATED: August 31, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416412 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390151.00
LESSOR: Loretta Ortega, dealing with her separate property, joined by her husband Carlos Ortega.
LESSEE: Marshall R. Young Oil Co.
DATED: June 22, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206220925 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390118.00
LESSOR: Ollie Strawn and wife, Iva Mae Strawn
LESSEE: Marshall R. Young Oil Co.
DATED: May 16, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206187083 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390154.00
LESSOR: Ngocanh Thi Tran and Ngoc D. Bui
LESSEE: Marshall R. Young Oil Co.
DATED: June 15, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206220924 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390596.00
LESSOR: Mark Barnes and wife, Deanna Barnes
LESSEE: Quicksilver Resources Inc.
DATED: September 2, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416411 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390972.00
LESSOR: Walter Lee Torrance
LESSEE: Quicksilver Resources Inc.
DATED: December 18, 2009
RECORDED: Oil and Gas Lease filed as Instrument No. D210002924 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390148.00
LESSOR: Harry McDaniel and Gloria J. McDaniel
LESSEE: Marshall R. Young Oil Co.
DATED: June 21, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206235886 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390100.00
LESSOR: BWW Trust
LESSEE: Marshall R. Young Oil Co.
DATED: October 14, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D205342982 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390141.00
LESSOR: Ernest Thomas and wife, Jo Ann Thomas
LESSEE: Marshall R. Young Oil Co.
DATED: December 20, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206052090 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390042.00
LESSOR: Bobby Davis
LESSEE: Marshall R. Young Oil Co.
DATED: February 21, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206094636 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390806.00
LESSOR: Hermas Venture, Jr., a single person
LESSEE: Quicksilver Resources Inc.
DATED: November 3, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029816 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390840.00
LESSOR: Silversage, LTD, a Texas Limited Partnership
LESSEE: Quicksilver Resources Inc.
DATED: December 23, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209038064 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390138.00
LESSOR: Ernest Thomas and wife, Jo Ann Thomas
LESSEE: Marshall R. Young Oil Co.
DATED: December 20, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206052093 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390974.00
LESSOR: Reza Alavi
LESSEE: Quicksilver Resources Inc.
DATED: January 8, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D2010008019 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4391035.00
LESSOR: Booker Johnson, husband and Cherry Johnson, wife
LESSEE: Quicksilver Resources Inc.
DATED: June 17, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210156106 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390262.00
LESSOR: Ernest W. Thomas and wife, Jo Ann Thomas
LESSEE: Marshall R. Young Oil Co.
DATED: March, 20, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207141710 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390149.00
LESSOR: Yen Nguyen
LESSEE: Marshall R. Young Oil Co.
DATED: July 12, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206235887 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390135.00
LESSOR: Ernest Thomas and wife, Jo Ann Thomas
LESSEE: Marshall R. Young Oil Co.
DATED: December 20, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206052095 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390044.00
LESSOR: Jo Lynn Thompson
LESSEE: Marshall R. Young Oil Co.
DATED: March 27, 2009
RECORDED: Oil and Gas Lease filed as Instrument No. D206123050 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4391187.00
LESSOR: Don Valk
LESSEE: Quicksilver Resources Inc.
DATED: December 30, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D211001528 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390912.00
LESSOR: Mugeer Omar and wife, Hana Sharif
LESSEE: Quicksilver Resources Inc.
DATED: May 6, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209154621 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390101.00
LESSOR: BWW Trust
LESSEE: Marshall R. Young Oil Co.
DATED: September 30, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D205342981 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390820.00
LESSOR: Judy Ann Tatum, wife, and Paul Dix, husband
LESSEE: Quicksilver Resources Inc.
DATED: December 2, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029814 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390533.01
LESSOR: John D. Alexander
LESSEE: Quicksilver Resources Inc.
DATED: July 15, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416392 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390533.02
LESSOR: Lou Nell Joyner
LESSEE: Quicksilver Resources Inc.
DATED: July 15, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416391 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390533.03
LESSOR: J. Earl Alexander, Jr.
LESSEE: Quicksilver Resources Inc.
DATED: July 15, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416390 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390533.04
LESSOR: Edward H. Alexander
LESSEE: Quicksilver Resources Inc.
DATED: July 15, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416399 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390533.05
LESSOR: Christy Dawn Wheeler
LESSEE: Quicksilver Resources Inc.
DATED: December 2, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209025877 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390533.06
LESSOR: Danny Strebeck
LESSEE: Quicksilver Resources Inc.
DATED: December 2, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209025874 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390533.07
LESSOR: Ron Strebeck
LESSEE: Quicksilver Resources Inc.
DATED: December 8, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209025876 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390533.08
LESSOR: Rita Hopkins, wife and Randy Hopkins, husband
LESSEE: Quicksilver Resources Inc.
DATED: December 2, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209025875 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390064.00
LESSOR: Robert Ward Williams
LESSEE: Marshall R. Young Oil Co.
DATED: November 18, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D205384592 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390144.01
LESSOR: Joyce Ann Putman
LESSEE: Marshall R. Young Oil Co.
DATED: June 10, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206220928 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390144.02
LESSOR: Luther D. Putman
LESSEE: Marshall R. Young Oil Co.
DATED: June 10, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206220929 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4391182.00
LESSOR: Ernest W. Thomas and wife, Jo Ann Thomas
LESSEE: Marshall R. Young Oil Co.
DATED: November 22, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D211006602 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390376.00
LESSOR: Edward J. Malone and wife, Johnnie M. Malone
LESSEE: Marshall R. Young Oil Co.
DATED: November 30, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207459984 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390062.00
LESSOR: Lawhon Inc.
LESSEE: Marshall R. Young Oil Co.
DATED: November 11, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D205384590 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390391.00
LESSOR: Jose C. Cardona
LESSEE: Quicksilver Resources Inc.
DATED: February 11, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208113673 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390374.00
LESSOR: Sunako Richey and husband, Bill J. Richey
LESSEE: Marshall R. Young Oil Co.
DATED: November 14, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207458160 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390392.00
LESSOR: Lannette Woodrow
LESSEE: Quicksilver Resources Inc.
DATED: February 26, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208113670 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390864.00
LESSOR: Jorge Hernandez, husband, and Angelina Hernandez, wife
LESSEE: Quicksilver Resources Inc.
DATED: February 28, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209093865 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390379.00
LESSOR: G.W. Williams
LESSEE: Marshall R. Young Oil Co.
DATED: December 12, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207459985 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390553.00
LESSOR: Georgia Mae Bennett
LESSEE: Quicksilver Resources Inc.
DATED: August 11, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416408 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390047.00
LESSOR: Gary E. Nichols and wife, Lillie F. Nichols
LESSEE: Marshall R. Young Oil Co.
DATED: May 18, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206162970 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390552.00
LESSOR: Darrell Thompson, a sing person and Betty Jo King, a single person
LESSEE: Quicksilver Resources Inc.
DATED: August 26, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416407 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390543.00
LESSOR: Nell Mores
LESSEE: Quicksilver Resources Inc.
DATED: August 26, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416403 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390729.00
LESSOR: J. Reyes Moreno, husband and Catalina Sotelo, wife
LESSEE: Quicksilver Resources Inc.
DATED: September 30, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208464758 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390223.00
LESSOR: Glenda Colburn
LESSEE: Marshall R. Young Oil Co.
DATED: December 28, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D207029768 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390222.00
LESSOR: Dennis M. Williams and wife, Patricia Williams
LESSEE: Marshall R. Young Oil Co.
DATED: January 12, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207038210 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390879.00
LESSOR: Cindy D. Kappel
LESSEE: Quicksilver Resources Inc.
DATED: February 12, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209109105 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390593.00
LESSOR: Jose Erik Munoz
LESSEE: Quicksilver Resources Inc.
DATED: September 11, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416410 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390383.00
LESSOR: Doris Marie Hunt
LESSEE: Marshall R. Young Oil Co.
DATED: December 10, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207458156 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390802.00
LESSOR: Marie Louise Fenn f.k.a. Mary Louise Alcoze
LESSEE: Quicksilver Resources Inc.
DATED: November 16, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029818 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390860.00
LESSOR: Plantation Properties
LESSEE: Quicksilver Resources Inc.
DATED: March 4, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209082157 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390544.00
LESSOR: Linda Threlkeld
LESSEE: Quicksilver Resources Inc.
DATED: August 13, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416400 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390221.00
LESSOR: Wayne Allen Smith
LESSEE: Marshall R. Young Oil Co.
DATED: January 12, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207038209 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390375.00
LESSOR: Gary Lynn Colburn
LESSEE: Marshall R. Young Oil Co.
DATED: November 29, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207459983 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390823.00
LESSOR: James W. Gaddy, husband, and Patty S. Gaddy, wife, heirs of A.D. Gaddy
LESSEE: Quicksilver Resources Inc.
DATED: November 24, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209045298 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390796.00
LESSOR: Lawrence Carlis, husband, and Linda Carlis, wife
LESSEE: Quicksilver Resources Inc.
DATED: October 6, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208464765 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390172.00
LESSOR: Sherry Lawhon and Husband, Charles Lawhon
LESSEE: Marshall R. Young Oil Co.
DATED: September 22, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206325105 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390592.00
LESSOR: James H. Hakins
LESSEE: Quicksilver Resources Inc.
DATED: September 16, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416416 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390389.00
LESSOR: Sam L. Shugart a.k.a. Sammy L. Shugart
LESSEE: Quicksilver Resources Inc.
DATED: February 18, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208113672 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390284.00
LESSOR: Rudolph Vasquez and wife, Barbara Vasquez
LESSEE: Quicksilver Resources Inc.
DATED: April 24, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207176507 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390803.00
LESSOR: Paul L. Thompson
LESSEE: Quicksilver Resources Inc.
DATED: November 22, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029817 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390598.00
LESSOR: Carolyn Spencer
LESSEE: Quicksilver Resources Inc.
DATED: August 27, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208411704 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390406.00
LESSOR: Roy D. Jacquot
LESSEE: Quicksilver Resources Inc.
DATED: March 19, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208160570 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390819.00
LESSOR: Melinda T. Fuller
LESSEE: Quicksilver Resources Inc.
DATED: September 26, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029812 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390352.00
LESSOR: James W. Gaddy and wife, Patty S. Gaddy
LESSEE: Marshall R. Young Oil Co.
DATED: October 19, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207384417 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390589.00
LESSOR: Eli Villanueva
LESSEE: Quicksilver Resources Inc.
DATED: September 10, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416417 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390530.00
LESSOR: Leopoldo Franco, husband and Rosario Alvarado Franco, wife
LESSEE: Quicksilver Resources Inc.
DATED: August 13, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416396 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390945.00
LESSOR: Emilio H. Cantu
LESSEE: Quicksilver Resources Inc.
DATED: March 29, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209329178 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390925.00
LESSOR: Alexander Alafro, husband and Maria L. Alfaro, wife
LESSEE: Quicksilver Resources Inc.
DATED: July 9, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209209831 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390140.00
LESSOR: Jo Ann Thomas and husband, Ernest Thomas
LESSEE: Marshall R. Young Oil Co.
DATED: December 20, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206052091 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390388.00
LESSOR: Jo Ellen Mathews
LESSEE: Quicksilver Resources Inc.
DATED: February 21, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208113675 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390181.00
LESSOR: James Dorsey and wife, Carla J. Dorsey
LESSEE: Marshall R. Young Oil Co.
DATED: August 1, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206319456 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390730.00
LESSOR: Gary D. Winberry
LESSEE: Quicksilver Resources Inc.
DATED: February 18, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208464756 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390785.00
LESSOR: William A. Ragsdill, husband and William A. Ragsdill as attorney-in-fact on behalf of Mildred Bernice Ragsdill, wife
LESSEE: Quicksilver Resources Inc.
DATED: September 15, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208464762 in the Official Public Records of Tarrant County, Texas.

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LEASE: TX4390798.00
LESSOR: Cole Guitierrez, aka Lawrence Cole Gutierrez
LESSEE: Quicksilver Resources Inc.
DATED: October 12, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208464764 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390792.00
LESSOR: Goldie Ginigeme
LESSEE: Quicksilver Resources Inc.
DATED: October 1, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029813 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.01
LESSOR: Arnold d. Holleman and brother, Walter L. Holleman, heirs of Mattie Chapman Ware Estate
LESSEE: Marshall R. Young Oil Co.
DATED: June 28, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206235888 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.02
LESSOR: Milton L. Chapman, husband, and Mary L. Chapman, wife
LESSEE: Quicksilver Resources Inc.
DATED: February 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210054069 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.03
LESSOR: George William Chapman, Jr., wife
LESSEE: Quicksilver Resources Inc.
DATED: April 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210083646 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.04
LESSOR: Lonnie Chance
LESSEE: Quicksilver Resources Inc.
DATED: April 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210093228 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.05
LESSOR: Delores Ida Weil
LESSEE: Quicksilver Resources Inc.
DATED: April 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210093227 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.06
LESSOR: Vickie L. Warnke
LESSEE: Quicksilver Resources Inc.
DATED: April 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210093229 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.07
LESSOR: Ginger L. Bodiford
LESSEE: Quicksilver Resources Inc.
DATED: April 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210093226 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.08
LESSOR: Sherley Blevins
LESSEE: Quicksilver Resources Inc.
DATED: April 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210095770 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.09
LESSOR: Kathleen Ann Whalon
LESSEE: Quicksilver Resources Inc.
DATED: April 15, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210114851 in the Official Public Records of Tarrant County, Texas.

LEASE #: TX4390150.10
LESSOR: Justin Holleman
LESSEE: Quicksilver Resources Inc.
DATED: May 15, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210115328 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.11
LESSOR: Linda Jean Ollis
LESSEE: Quicksilver Resources Inc.
DATED: April 28, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210126174 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.12
LESSOR: Clayton Parsons
LESSEE: Quicksilver Resources Inc.
DATED: May 19, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210117991 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.13
LESSOR: Gary Chance, husband of Debra Chance, wife
LESSEE: Quicksilver Resources Inc.
DATED: May 18, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210131549 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.14
LESSOR: Donald Milam, husband of Sheila Milam, wife
LESSEE: Quicksilver Resources Inc.
DATED: May 18, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210131550 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.15
LESSOR: Amanda Leigh Holleman
LESSEE: Quicksilver Resources Inc.
DATED: April 27, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210131551 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390150.16
LESSOR: Alma Faye Lewis
LESSEE: Quicksilver Resources Inc.
DATED: June 2, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210131548 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390036.00
LESSOR: DJK, Inc., a Texas Corporation
LESSEE: Marshall R. Young Oil Co.
DATED: November 30, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206067890 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390386.00
LESSOR: Luther M. Parkerson and wife, Elizabeth Fay Parkerson
LESSEE: Quicksilver Resources Inc.
DATED: January 31, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208093950 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390161.00
LESSOR: Glen M. Cooper and Betty A. Cooper Family Trust
LESSEE: Marshall R. Young Oil Co.
DATED: July 18, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206254042 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390797.00
LESSOR: Nelda Tomlin McCaslin
LESSEE: Quicksilver Resources Inc.
DATED: October 27, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029822 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390409.00
LESSOR: Alpha Industries, Inc., acting by Tommy J. Reeves, Chief Executive Officer of Alpha Industries.
LESSEE: Quicksilver Resources Inc.
DATED: March 4, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208174784 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390422.01
LESSOR: Rebel Realty., a texas corporation, acting by Lloyd C. Blair, President of Rebel Realty, Inc., a Texas Corporation
LESSEE: Quicksilver Resources Inc.
DATED: June 4, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208256953 in the Official Public Records of Tarrant County, Texas.

21-02-9

LEASE: TX4390421.01
LESSOR: Lloyd C. Blair
LESSEE: Quicksilver Resources Inc.
DATED: June 4, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208256955 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390037.00
LESSOR: Sherry Lawhon and husband, Charles Lawhon
LESSEE: Marshall R. Young Oil Co.
DATED: January 27, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D206067887 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390065.00
LESSOR: Sherry Lawhon and husband, Charles Lawhon
LESSEE: Marshall R. Young Oil Co.
DATED: November 11, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D205384593 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390390.00
LESSOR: Kenneth and Patricia Morton, Husband and Wife
LESSEE: Quicksilver Resources Inc.
DATED: February 5, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208113671 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390992.00
LESSOR: Geary S. Stowe, Jr.
LESSEE: Quicksilver Resources Inc.
DATED: February 8, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210051486 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390799.00
LESSOR: Piscatur Properties, LLC
LESSEE: Quicksilver Resources Inc.
DATED: October 3, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208464768 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390888.00
LESSOR: Jewell Landers, Jr., husband and Barbara Landers, wife
LESSEE: Quicksilver Resources Inc.
DATED: May 11, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209134575 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390762.01
LESSOR: Katherine Magar, heir of Edith Pearl Goss, deceased
LESSEE: Quicksilver Resources Inc.
DATED: September 16, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208411702 in the Official Public Records of Tarrant County, Texas.

21.029

LEASE: TX4390762.02
LESSOR: John F. Goss, husband and Diane v. Goss, wife, heirs of Edith Pearl Goss, deceased
LESSEE: Quicksilver Resources Inc.
DATED: September 16, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208411701 in the Official Public Records of Tarrant County, Texas.

LESSOR: Alvaro Hernandez, and wife, Maria De Los Angeles Hernandez
LESSEE: Dale Property Services L.L.C.
DATED: February 28, 2008
RECORDED: Oil and Gas Lease filed as Instrument No. D208091105 in the Official Public Records of Tarrant County, Texas.

LESSOR: Tiburcio Rodriguez and wife, Amelia Rodriguez
LESSEE: Dale Property Services L.L.C.
DATED: August 19, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207303171 in the Official Public Records of Tarrant County, Texas.

LESSOR: Lorenzo J. Dixon
LESSEE: Dale Property Services L.L.C.
DATED: May 30, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207203116 in the Official Public Records of Tarrant County, Texas.

LESSOR: Dang Cong and wife Nga Thi Ho Huynh
LESSEE: Dale Property Services L.L.C.
DATED: June 30, 2008
RECORDED: Oil and Gas Lease filed as Instrument No. D208283194 in the Official Public Records of Tarrant County, Texas.

LESSOR: Pat W. Davis
LESSEE: Dale Property Services L.L.C.
DATED: October 9, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207401583 in the Official Public Records of Tarrant County, Texas.

LESSOR: Jesus Valdez
LESSEE: Dale Property Services L.L.C.
DATED: December 31, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D208008751 in the Official Public Records of Tarrant County, Texas.

LESSOR: Louis Ruiz and wife Maria Antonia
LESSEE: Dale Property Services L.L.C.
DATED: November 26, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D208027534 in the Official Public Records of Tarrant County, Texas.

LESSOR: Rodney Allen
LESSEE: Dale Property Services L.L.C.
DATED: May 22, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207190208 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390997.00
LESSOR: Booker Johnson, husband and Cherry Johnson, wife
LESSEE: Quicksilver Resources Inc.
DATED: February 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210057851 in the Official Public Records of Tarrant County, Texas.

LESSOR: Habitat for Humanity, Inc., a Texas non-profit corporation
LESSEE: XTO Energy Inc.
DATED: November 2, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207394430 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390143.00
LESSOR: Albert Carrillo
LESSEE: Quicksilver Resources Inc.
DATED: June 8, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206220930 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390967.00
LESSOR: Rosario Alvarado, wife and Leopoldo Franco, husband
LESSEE: Quicksilver Resources Inc.
DATED: November 17, 2009
RECORDED: Oil and Gas Lease filed as Instrument No. D209327309 in the Official Public Records of Tarrant County, Texas.

LESSOR: Crispin Sandoval
LESSEE: Paloma Barnett, LLC
DATED: November 2, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D208072654 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390098.00
LESSOR: Eastland Real Estate Investors, L.P.
LESSEE: Marshall R. Young Oil Co.
DATED: October 24, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D205342984 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390394.00
LESSOR: Corral Fence Co., Inc., acting by Leo Mendez also known as Leonardo D. Mendez also known as Leonardo Mendez, president of Corral Fence Co., Inc.
LESSEE: Quicksilver Resources Inc.
DATED: March 21, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208174274 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390809.00
LESSOR: State of Texas
LESSEE: Quicksilver Resources Inc.
DATED: September 16, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209004252 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390428.00
LESSOR: Imperial Eagle Investments, Inc., a Delaware corporation, acting by Gary Hargett also known as Gary H. Hargett, President of Imperial Eagle Investments, Inc.
LESSEE: Quicksilver Resources Inc.
DATED: June 30, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208293788 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390919.00
LESSOR: The City of Fort Worth
LESSEE: Quicksilver Resources Inc.
DATED: June 25, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209188093 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390271.00
LESSOR: Timothy Duane Armstrong
LESSEE: Marshall R. Young Oil Co.
DATED: May 5, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207171407 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390209.00
LESSOR: Eastland Real Estate Investors, L.P.
LESSEE: Marshall R. Young Oil Co.
DATED: September 22, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206390216 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390210.00
LESSOR: Jorge Bimer and Madeleine Dermardirossian
LESSEE: Marshall R. Young Oil Co.
DATED: July 22, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206329675 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390127.00
LESSOR: Lawhon, Inc., a Texas Corporation
LESSEE: Marshall R. Young Oil Co.
DATED: June 10, 2005
RECORDED: Oil and Gas Lease filed as Instrument No. D205209271 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390170.00
LESSOR: Richard Warren
LESSEE: Quicksilver Resources Inc.
DATED: September 21, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206325107 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390895.00
LESSOR: Eastland Real Estate Investors, L.P.
LESSEE: Quicksilver Resources Inc.
DATED: March 23, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209127371 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390213.00
LESSOR: Good Shepherd Temple of Praise, Inc.,
LESSEE: Marshall R. Young Oil Co.
DATED: September 19, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206390219 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390096.00
LESSOR: Bower and Parker Investments Inc.
LESSEE: Marshall R. Young Oil Co.
DATED: August 12, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D205292845 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390952.00
LESSOR: ARCTX MINERALS LLC
LESSEE: Marshall R. Young Oil Co. and Quicksilver Resources Inc.
DATED: October 29, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209295177 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390215.00
LESSOR: Ruby L. Stoy
LESSEE: Marshall R. Young Oil Co.
DATED: October 10, 2009
RECORDED: Oil and Gas Lease filed as Instrument No. D206390220 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390212.00
LESSOR: Richard R. Bradshaw and wife, Phyllis Bradshaw
LESSEE: Marshall R. Young Oil Co.
DATED: October 18, 2009
RECORDED: Oil and Gas Lease filed as Instrument No. D206390218 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390216.00
LESSOR: Richard Dorsett and wife, Billie Dorsett
LESSEE: Marshall R. Young Oil Co.
DATED: October 26, 2006
RECORDED: Oil and Gas Lease filed as Instrument No. D206402250 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390854.00
LESSOR: Truck and Trailer Services, Inc., a Texas corporation
LESSEE: Quicksilver Resources Inc.
DATED: February 26, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209082158 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390759.00
LESSOR: Martin S. Moore, husband and Barbara Moore, wife
LESSEE: Quicksilver Resources Inc.
DATED: October 24, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208422773 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390532.00
LESSOR: Jesse B. Aguirre and wife, Dora M. Aguirre
LESSEE: Quicksilver Resources Inc.
DATED: August 9, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416401 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390922.00
LESSOR: Rustem Gashi, husband and Mary Gashi, wife
LESSEE: Quicksilver Resources Inc.
DATED: June 18, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209195609 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4391031.00
LESSOR: Billie Joyce Perry, Individually and as Executrix of the Estate of Bessie P. McGregor aka Bess McGregor, deceased, wife of T.L. McGregor aka Thomas Lester McGregor, deceased
LESSEE: Quicksilver Resources Inc.
DATED: June, 13, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210134912 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390259.00
LESSOR: Terri Dawn Delpho
LESSEE: Marshall R. Young Oil Co.
DATED: April 20, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207160561 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390516.00
LESSOR: Sherry Lawhon and husband, Charles Lawhon
LESSEE: Quicksilver Resources Inc.
DATED: July 19, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208347986 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390517.00
LESSOR: Sherry J. Lawhon and husband, Charles W. Lawhon
LESSEE: Quicksilver Resources Inc.
DATED: July 19, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208378506 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390355.00
LESSOR: Norville Lewis Riggan, Sr.
LESSEE: Marshall R. Young Oil Co.
DATED: November 12, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207432550 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390518.00
LESSOR: Richard L. Watkins and wife, Diana Kaye Watkins
LESSEE: Quicksilver Resources Inc.
DATED: June 4, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208378508 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390328.00
LESSOR: Carole Anne Smith and Dorothy Burge Smith D/B/A/ Casco Properties
LESSEE: Marshall R. Young Oil Co.
DATED: July 12, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207288508 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390973.00
LESSOR: Reza Alavi
LESSEE: Marshall R. Young Oil Co.
DATED: April 9, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210004988 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390258.00
LESSOR: Eldon F. Essex and wife, Dorothy Essex
LESSEE: Marshall R. Young Oil Co.
DATED: April 20, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207160562 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390812.00
LESSOR: Full Gospel Tabernacle Church d/b/a Word of Faith Praise Center
LESSEE: Quicksilver Resources Inc.
DATED: October 28, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029810 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390843.00
LESSOR: Rose Pittman
LESSEE: Quicksilver Resources Inc.
DATED: October 8, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209045304 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390948.00
LESSOR: Donald K. Siewert aka Kent Siewert, husband and Patricia L. Siewert aka Patricia Siewert, wife
LESSEE: Quicksilver Resources Inc.
DATED: August 4, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209254721 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390891.01
LESSOR: Charlene High, wife, and Howard High, husband
LESSEE: Quicksilver Resources Inc.
DATED: March 28, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209125156 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390891.02
LESSOR: Anthony Martinez
LESSEE: Quicksilver Resources Inc.
DATED: March 28, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209125155 in the Official Public Records of Tarrant County, Texas.

21.02.9

LEASE: TX4390891.03
LESSOR: Connie Simmons, wife, and Bobby Simmons, husband
LESSEE: Quicksilver Resources Inc.
DATED: March 25, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209125157 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390891.04
LESSOR: Steven W. Pittman, husband, and Luann Pittman, wife
LESSEE: Quicksilver Resources Inc.
DATED: March 28, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209125158 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390891.05
LESSOR: Rose Pitman
LESSEE: Quicksilver Resources Inc.
DATED: April 20, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209119323 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390891.06
LESSOR: Tanna Martinez
LESSEE: Quicksilver Resources Inc.
DATED: February 15, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210046611 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390353.00
LESSOR: Larry Riggan
LESSEE: Quicksilver Resources Inc.
DATED: November 2, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207409033 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390677.00
LESSOR: Jimmy Earl Reed, husband and Patricia Maria Reed, wife
LESSEE: Quicksilver Resources Inc.
DATED: September 4, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208464757 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390380.00
LESSOR: Robert W. McCreary and wife, Sandra McCreary
LESSEE: Marshall R. Young Oil Co.
DATED: September 21, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207459986 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390808.00
LESSOR: State of Texas
LESSEE: Quicksilver Resources Inc.
DATED: December 16, 2008
RECORDED: Oil and Gas Lease filed as Instrument No. D209004253 in the Official Public Records of Tarrant County, Texas.

MF109585

21.029

LEASE: TX430905.00
LESSOR: Jaime Morquecho
LESSEE: Quicksilver Resources Inc.
DATED: February 19, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209145771 in the Official Public Records of Tarrant County, Texas

LEASE: TX4390947.00
LESSOR: Jose A. Ponce, as Attorney in fact for Blanca Gaona
LESSEE: Quicksilver Resources Inc.
DATED: August 24, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209248926 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390381.00
LESSOR: John J. Koslow and wife, Judy Koslow
LESSEE: Marshall R. Young Oil Co.
DATED: November 30, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207458155 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390382.00
LESSOR: Tony Leroy Black
LESSEE: Marshall R. Young Oil Co.
DATED: November 30, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D207458157 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390416.00
LESSOR: Nathaniel Hall aka N.J. Hall, husband and Hattie Alma Hall, wife
LESSEE: Quicksilver Resources Inc.
DATED: April 11, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208196888 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390064.00
LESSOR: Robert Ward Williams
LESSEE: Marshall R. Young Oil Co.
DATED: November 18, 2005
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D205384592 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4391189.00
LESSOR: Ernest W. Thomas and wife, Jo Ann Thomas
LESSEE: Quicksilver Resources Inc.
DATED: November 23, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D211006601 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390387.00
LESSOR: PTC Partners, Ltd., acting by Luther M. Parkerson, President of LETT & T, L.L.C., General Partner of PTC Partners, Ltd.
LESSEE: Quicksilver Resources Inc.
DATED: January 31, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208093949 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390384.00
LESSOR: Luminant Mineral Development Company, LLC
LESSEE: Quicksilver Resources Inc.
DATED: December 21, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D208037639 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390431.00
LESSOR: Betty J. Dragoo
LESSEE: Quicksilver Resources Inc.
DATED: July 29, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208378505 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390936.00
LESSOR: Scott Hensel
LESSEE: Quicksilver Resources Inc.
DATED: July 21, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209220529 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390903.00
LESSOR: Raymond Leslie Whaley, Sr.
LESSEE: Quicksilver Resources Inc.
DATED: May 14, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209140939 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390430.00
LESSOR: Enrique L. Casas and Guadelupe Casas, husband and wife.
LESSEE: Quicksilver Resources Inc.
DATED: June 4, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208293787 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390513.00
LESSOR: James L. Braden, Jr.
LESSEE: Quicksilver Resources Inc.
DATED: July 7, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208378509 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390514.00
LESSOR: Mary Foster
LESSEE: Quicksilver Resources Inc.
DATED: June 26, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208326306 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390529.00
LESSOR: Verna L. Taylor a.k.a. Verna Lee Taylor
LESSEE: Quicksilver Resources Inc.
DATED: July 22, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416397 in the Official Public Records of Tarrant County, Texas.

21.024

LEASE: TX4390435.00
LESSOR: Samantha McCool
LESSEE: Quicksilver Resources Inc.
DATED: June 4, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208326300 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390412.00
LESSOR: Oakwood Baptist Church, acting by David R. Henley, Pastor of Oakwood Baptist Church
LESSEE: Quicksilver Resources Inc.
DATED: February 15, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208113674 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390525.00
LESSOR: David York
LESSEE: Quicksilver Resources Inc.
DATED: August 11, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416398 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390970.00
LESSOR: JS Properties
LESSEE: Quicksilver Resources Inc.
DATED: December 1, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210002550 in the Official Public Records of Tarrant County, Texas.

LESSOR: Miracle Temple Ministries, a non-profit Corporation
LESSEE: Dale Property Services, L.L.C.
DATED: March 31, 2008
RECORDED: Oil and Gas Lease filed as Instrument No. D208129246 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390542.00
LESSOR: Andrew Soto, husband and Olivia De Soto, wife
LESSEE: Quicksilver Resources Inc.
DATED: August 26, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416402 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390549.00
LESSOR: D.C. Vandervoort, husband and Rachel Vandervoort, wife
LESSEE: Quicksilver Resources Inc.
DATED: September 27, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416415 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390728.00
LESSOR: Gracie Caughron Barnes
LESSEE: Quicksilver Resources Inc.
DATED: September 1, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208411703 in the Official Public Records of Tarrant County, Texas.

21.02.4

LEASE: TX4390591.00
LESSOR: Metro Builders
LESSEE: Quicksilver Resources Inc.
DATED: September 12, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416386 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390557.00
LESSOR: Patricia Ann Singleton, Individually and as Sole Beneficiary under the Will of L. C. Autrey, deceased
LESSEE: Quicksilver Resources Inc.
DATED: August 31, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416414 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390813.00
LESSOR: Augustin Tellez, husband and Maria G. Tellez, wife
LESSEE: Quicksilver Resources Inc.
DATED: December 2, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029821 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390761.00
LESSOR: Paul Gregory Joel
LESSEE: Quicksilver Resources Inc.
DATED: September 14, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208422772 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390815.00
LESSOR: Ngoc D. Bui & wife, Ngocanh T. Tran
LESSEE: Quicksilver Resources Inc.
DATED: October 22, 2008
RECORDED: Oil and Gas Lease filed as Instrument No. D209029808 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390830.00
LESSOR: Michael A. Foster
LESSEE: Quicksilver Resources Inc.
DATED: December 5, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209028324 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390865.00
LESSOR: Merrill A. Nelson and Helen Nelson, husband and wife
LESSEE: Quicksilver Resources Inc.
DATED: March 25, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209093866 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390434.00
LESSOR: Luberta Fullilove
LESSEE: Quicksilver Resources Inc.
DATED: June 13, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208326301 in the Official Public Records of Tarrant County, Texas.

21-12.6

LESSOR: Garth O. Grant and wife, Shawdna D. Mason
LESSEE: Dale Property Services, L.L.C.
DATED: May 16, 2008
RECORDED: Oil and Gas Lease filed as Instrument No. D208211891 in the Official Public Records of Tarrant County, Texas.

LESSOR: Uria Lester Sr. and Doris lester
LESSEE: Paloma Barnett, LLC
DATED: December 17, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D208069117 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390550.00
LESSOR: Danny B. Blackwell, husband and Anita Blackwell, wife
LESSEE: Quicksilver Resources Inc.
DATED: August 26, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208416409 in the Official Public Records of Tarrant County, Texas.
LESSOR: Eduardo Hinojosa
LESSEE: Paloma Barnett, LLC
DATED: October 5, 2007
RECORDED: Oil and Gas Lease filed as Instrument No. D208031030 in the Official Public Records of Tarrant County, Texas.

LESSOR: Free House of Worship Church
LESSEE: Paloma Barnett, LLC
DATED: December 17, 2008
RECORDED: Oil and Gas Lease filed as Instrument No. D208080072 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390433.00
LESSOR: Lewis Walker and wife, Willia Walker
LESSEE: Quicksilver Resources Inc.
DATED: June 13, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208326302 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390122.00
LESSOR: Nelda Tomlin McCaslin
LESSEE: Marshall R. Young Oil Co.
DATED: May 9, 2006
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D208464767 in the Official Public Records of Tarrant County, Texas.

LESSOR: Maggie Curry
LESSEE: Paloma Barnett, LLC
DATED: January 14, 2008
RECORDED: Oil and Gas Lease filed as Instrument No. D208104310 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390805.00
LESSOR: Mike Honeycutt
LESSEE: Quicksilver Resources Inc.
DATED: November 15, 2008
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209029819 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390884.01
LESSOR: Martha Abernathy, wife and Cliff Abernathy, husband
LESSEE: Quicksilver Resources Inc.
DATED: March 28, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209109108 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390884.02
LESSOR: Brenda Killingsworth
LESSEE: Quicksilver Resources Inc.
DATED: March 28, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209109109 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390884.03
LESSOR: William Stephens
LESSEE: Quicksilver Resources Inc.
DATED: February 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210039890 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390884.04
LESSOR: James Stephens, husband and Mary Stephens, wife
LESSEE: Quicksilver Resources Inc.
DATED: February 19, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210039891 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390884.05
LESSOR: Andrew Gage
LESSEE: Quicksilver Resources Inc.
DATED: February 19, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210039892 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390884.06
LESSOR: Mary Frances Saenz
LESSEE: Quicksilver Resources Inc.
DATED: February 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210039894 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390884.07
LESSOR: Margie Erwin, wife and Jim E. Erwin, husband
LESSEE: Quicksilver Resources Inc.
DATED: February 1, 2010
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D210039893 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390913.00
LESSOR: The City of Fort Worth
LESSEE: Quicksilver Resources Inc.
DATED: June 16, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209166519 in the Official Public Records of Tarrant County, Texas.

LEASE: TX4390950.00
LESSOR: Minnie Louise Westbrook
LESSEE: Quicksilver Resources Inc.
DATED: August 13, 2009
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D209269912 in the Official Public Records of Tarrant County, Texas.

MINERAL INTERESTS

FILE #: TX4390559.99
GRANTOR: Julia Reese
GRANTEE: Quicksilver Resources Inc.
DATED: October 31, 2008
RECORDED: General Warranty Deed, Document No. 208432180 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4390969.99
GRANTOR: Annie Mae Rudd
GRANTEE: Quicksilver Resources Inc.
DATED: January 9, 2010
RECORDED: General Warranty Deed, Document No. 210006291 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4390976.99
GRANTOR: Mary Ruth Sparks as Attorney-in-Fact for Alan Sparks
GRANTEE: Quicksilver Resources Inc.
DATED: February 3, 2010
RECORDED: General Warranty Deed, Document No. 210030172 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4391002.99
GRANTOR: Raymond Roscoe Chance, Jr.
GRANTEE: Quicksilver Resources Inc.
DATED: April 13, 2010
RECORDED: General Warranty Deed, Document No. 210086539 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4390423.99
GRANTOR: Rebel Realty, Inc.
GRANTEE: Quicksilver Resources Inc.
DATED: June 30, 2008
RECORDED: General Warranty Deed, Document No. 208255102 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4390424.99
GRANTOR: Lloyd C. Blair
GRANTEE: Quicksilver Resources Inc.
DATED: June 30, 2008
RECORDED: General Warranty Deed, Document No. 208255101 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4391017.99
GRANTOR: City of Fort Worth
GRANTEE: Quicksilver Resources Inc.
DATED: March 4, 2009
RECORDED: Warranty Deed filed as Instrument No. D210198703 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4391018.99
GRANTOR: City of Fort Worth
GRANTEE: Quicksilver Resources Inc.
DATED: August 4, 2010
RECORDED: Warranty Deed filed as Instrument No. D210198705 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4390993.99
GRANTOR: Ida Damron, a widow
GRANTEE: Quicksilver Resources Inc.
DATED: June 20, 2010
RECORDED: Special Warranty Deed filed as Instrument No. D210200632 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4390980.99
GRANTOR: Dennis Dean Jones
GRANTEE: Quicksilver Resources Inc.
DATED: January 25, 2010
RECORDED: General Warranty Deed, Document No. 210035126 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4390995.99
GRANTOR: Samuel W. Ogden and Connie S. Ogden
GRANTEE: Quicksilver Resources Inc.
DATED: April 2, 2010
RECORDED: General Warranty Deed, Document No. 210079050 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4390991.99
GRANTOR: Michelle Dionisia Martinez Morrison aka Michelle D. Morrison
GRANTEE: Quicksilver Resources Inc.
DATED: February 28, 2010
RECORDED: General Warranty Deed, Document No. 210086544 in the Official Public Records of Tarrant County, Texas.

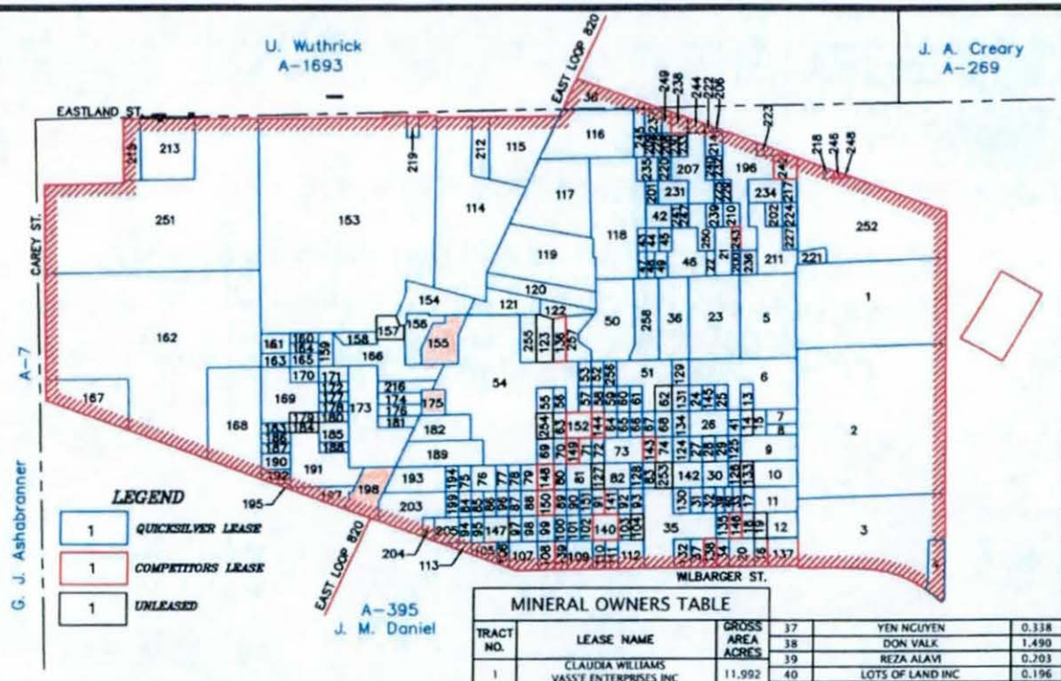
FILE #: TX4390968.99
GRANTOR: Ronald Lee Robey and Naomi Robey, husband and wife
GRANTEE: Quicksilver Resources Inc.
DATED: January 10, 2010
RECORDED: General Warranty Deed, Document No. 210006292 in the Official Public Records of Tarrant County, Texas.

FILE #: TX4391006.99
GRANTOR: Rosemary Lorene Chance Albright
GRANTEE: Quicksilver Resources Inc.
DATED: April 3, 2010
RECORDED: Warranty Deed filed as Instrument No. D210086540 in the Official Public Records of Tarrant County, Texas.

End of EXHIBIT "A"

EXHIBIT "C"

Attached to and made a part of that certain Amendment to the Lawhon West Designation of Unit dated February 24, 2011, but effective for all purposes as of June 3, 2010.



* DALE PROPERTIES
** XTO
*** PALOMA BARNETT

J. B. DAVIES, INC. SURVEYORS
3042 SE. LOOP 820
FORT WORTH, TEXAS 76104
(817) 335-3154
www.jbdinc.com

MINERAL OWNERS TABLE

TRACT NO.	LEASE NAME	GROSS AREA ACRES
1	CLAUDIA WILLIAMS VASS'E ENTERPRISES INC	11.992
2	VALUE FAMILY PROPERTIES	20.909
3	WILLIE D. STRAWTHER et ux	9.938
4	LOLA C. VECERA	0.874
5	JULIA REESE	4.419
6	EARNEST THOMAS	3.935
7	RICKEY LEE STRAWN Sr.	0.428
8	CHARLES E. TAGG	0.316
9	WILLIE E. MULKEY	1.353
10	WILLIAM A. STANLEY	1.048
11	EARNEST THOMAS	1.042
12	MIKE GUENTHER	0.731
13	LORETTA ORTEGA	0.304
14	UNLEASED	0.305
15	OLLIE STRAWN	0.305
16	NGOE D. BUI et ux	0.337
17	GEARY STOWE	0.305
18	MARK BARNES	0.303
19	UNLEASED	0.303
20	HARRY McDANIEL	0.675
21	BWW TRUST	0.772
22	EARNEST THOMAS	0.200
23	BOBBY DAVIS	3.942
24	HERMAS VENTURA	0.304
25	SILVERSAGE LTD	0.304
26	EARNEST THOMAS	0.911
27	ELIJAH RAGIRA	0.303
28	UNLEASED	0.303
29	ELIJAH RAGIRA	0.303
30	EARNEST THOMAS	0.609
31	ELIJAH RAGIRA	0.304
32	WILLIAM A. STANLEY	0.304
33	ELIJAH RAGIRA	0.210
34	YEN NGUYEN	0.337
35	EARNEST THOMAS	3.183
36	JOY LYNN THOMPSON	2.260
37	YEN NGUYEN	0.338
38	DON VALK	1.490
39	REZA ALAVI	0.203
40	LOTS OF LAND INC	0.196
41	MUGEER OMAR	0.304
42	BWW TRUST	0.560
43	JUDY ANN TATUM et al	0.182
44	LOU NELL JOYNER et al	0.284
45	ROBERT WARD WILLIAMS	0.276
46	BWW TRUST	1.473
47	JUAN HERNANDEZ et al	0.201
48	JUAN HERNANDEZ et al	0.216
49	QUICKSILVER RESOURCES	0.304
50	LUTHER D. & JOYCE PUTMAN	3.334
51	EARNEST THOMAS	1.623
52	U. S. AFFILIATES INC.	0.305
53	EDWARD J. MALONE	0.304
54	LAWHON INC.	11.594
55	WILLIAM A. STANLEY	0.796
56	U. S. AFFILIATES, INC	0.303
57	JOSE C. CARDONA	0.303
58	BILL J. RICHEY	0.303
59	LANNETTE WOODROW	0.303
60	JORGE HERNANDEZ	0.303
61	G. W. WILLIAMS	0.303
62	UNLEASED	0.397
63	GEORGIA MAE BENNETT	0.303
64	GARY E. NICHOLS	0.303
65	EARNEST THOMAS	0.302
66	DARRELL THOMPSON, BETTY KING	0.302
67	NELL MOORES	0.302
68	GEARY STOWE	0.397
69	J. REYES MORENO	0.398
70	EARNEST THOMAS	0.303
71	GLENDA COLBURN	0.303
72	EARNEST THOMAS	0.303
73	DENNIS M. WILLIAMS	0.908
74	CINDY D. KAPPEL	0.397
75	JOSE ERIK MUNOZ	0.303
76	DORIS MARIE HUNT	0.606
77	MARY LOUISE FENN	0.303
78	PLANTATION PROP. LTD	0.303
79	LINDA THRELKELD	0.397
80	WAYNE ALLEN SMITH	0.303
81	GARY LYNN COLBURN	0.607
82	EARNEST THOMAS	0.607
83	GEARY STOWE	0.704
84	JAMES W. GADDY	0.303
85	LAWRENCE CARLIS	0.303
86	LAWHON INC.	0.303
87	JAMES H. AKINS	0.303
88	SAM L. SHUGART	0.397
89	UNLEASED	0.303
90	RUDOLPH VASQUEZ	0.303
91	PAUL L THOMPSON	0.304
92	CAROLYN SPENCER	0.304
93	ROY D. JACQUOT Jr.	0.304
94	MELINDA T. FULLER	0.301
95	JAMES W. GADDY	0.301
96	QUICKSILVER RESOURCES	0.303
97	UNLEASED	0.300
98	BILL J. RICHEY	0.386
99	WILLIE E. MULKEY	0.402
100	ELI VILLANUEVA	0.300
101	LEOPOLDO FRANCO	0.300
102	EMILIO H. CANTU	0.301
103	ALEXANDER ALFARO	0.301
104	UNLEASED	0.301
105	JO ANN THOMAS	0.392
106	JO ELLEN MATHEWS	0.281
107	JAMES DORSEY	0.773
108	GARY D. WINBERRY	0.446
109	WILLIAM A. RAGSDILL	0.677
110	COLE GUTIERREZ	0.338
111	GOLDIE GINGEME	0.338
112	ARNOLD HOLLEMAN	0.676
113	EARNEST THOMAS	0.171
114	DJK INC.	9.447
115	LUTHER PARKERSON	3.372
116	COOPER FAMILY TRUST	3.723
117	NELDA TOMLIN McCASLIN	4.554
118	ALPH INDUSTRIES INC.	5.521
119	REBEL REALTY INC.	4.822
120	LLOYD C. BLAIR	1.703
121	SHERRY LAWHON	1.331
122	QUICKSILVER RESOURCES	0.613
123	UNLEASED	0.716
124	KENNETH MORTON	0.397
125	GEARY STOWE	0.304
126	GEARY STOWE	0.305
127	UNLEASED	0.304
128	QUICKSILVER RESOURCES	0.304
129	QUICKSILVER RESOURCES	0.404
130	WILLIAM A. STANLEY	0.399
131	WILLIAM A. STANLEY	0.399
132	JEWELL LANDERS	0.443
133	UNLEASED	0.305
134	KATHERINE MAGAR et ux	0.398
135	U. S. AFFILIATES INC.	0.303
136	ALVARO HERNANDEZ	0.526
137	TIBURCIO RODRIGUEZ	0.814
138	LORENZO J DIXON	0.338
139	DANG CONG HUYNH	0.338
140	PAT W DAVIS	0.602
141	JESUS VALDEZ	0.304
142	GEARY STOWE	0.703
143	LOUIS RUIZ	0.302
144	RODNEY ALLEN	0.303
145	BOOKER JOHNSON	0.304
146	HABITAT FOR HUMANITY	0.303
147	HABITAT FOR HUMANITY	0.601
148	HABITAT FOR HUMANITY	0.398
149	HABITAT FOR HUMANITY	0.303
150	ALBERT CARRILLO	0.397
151	LEOPOLDO FRANCO	0.304
152	CRISPIN SANDOVAL	0.606
153	EASTLAND REAL ESTATE	32.891
154	CORRAL FENCE CO.	1.738
155	STATE OF TEXAS	1.447
156	IMPERIAL EAGLE INVESTMENTS	1.085
157	UNLEASED	0.552
158	CITY OF FORT WORTH	0.429
159	TIMOTHY D. ARMSTRONG	0.452
160	EASTLAND REAL ESTATE	0.272
161	JORGE BIMER	0.537
162	LAWHON INC.	25.985
163	RICHARD WARREN	0.373
164	EASTLAND REAL ESTATE	0.272
165	EASTLAND REAL ESTATE	0.375
166	GOOD SHEPHERD TEMPLE	2.528
167	BOWER AND PARKER	2.749
168	ARCTX Minerals LLC	5.138
169	RUBY L. STOY	2.352
170	RICHARD BRADSHAW	0.433
171	TEXAS MELONS INC.	0.434
172	RICHARD DORSETT	0.275
173	TRUCK AND TRAILER SERVICES	3.716
174	SHERRY J. LAWHON	0.468
175	STATE OF TEXAS	0.570
176	MARTIN S. MOORE	0.465
177	JESSE B AGUIRRE	0.275
178	RUSTEM GASHI	0.275
179	UNLEASED	0.275
180	TERRI DAWN DELPHO	0.275
181	SHERRY J. LAWHON	0.420
182	NORVILLE LEWIS BIGGAN Sr.	1.367
183	RICHARD L WATKINS	0.275
184	UNLEASED	0.275
185	RUBY L. STOY	0.548
186	CASCO PROPERTIES	0.275
187	NATHAN CRAIG DAVIS	0.275
188	ELDON F. ESSEX	0.275
189	FULL GOSPEL TABERNACLE	1.947
190	HOWARD HIGH, BOBBY SIMMONS	0.434
191	DONALD K. SIEWERT	2.601
192	ROSE PITTMAN	0.369
193	LARRY RIGGAN	1.338
194	JIMMY EARL REED	0.303
195	ROBERT W. McCREARY	0.047
196	BWW TRUST	2.672
197	TRUCK AND TRAILER SERVICES	0.723
198	STATE OF TEXAS	1.390
199	JESSE B AGUIRRE	0.303
200	QUICKSILVER RESOURCES	0.196
201	JOSE PONCE	0.285
202	BWW TRUST	0.374
203	JOHN J. KOSLOW	1.996
204	TONY LEROY BLACK	0.232
205	NATHANIEL HALL	0.577
206	BWW TRUST	0.029
207	BWW TRUST	1.888
208	BWW TRUST	0.188
209	BWW TRUST	0.188
210	ROBERT W. WILLIAMS	0.374
211	ERNEST THOMAS	1.828
212	PTC PARTNERS LTD	1.009
213	LUMINANT MINERAL DEV.	3.112
214	BETTY J DRAGOO	0.376
215	SCOTT HENSEL	1.005
216	RAYMOND L WHALEY Sr.	0.584
217	ENRIQUE CASAS	0.328
218	JAMES L. BRADDEN Jr.	0.093
219	EASTLAND REAL ESTATE	0.238
220	MARY FOSTER	0.276
221	VERNA L. TAYLOR	0.388
222	SAMANTHA McCOOL	0.054
223	OAKWOOD BAPTIST CHURCH	0.207
224	DAVID YORK	0.328
225	J. S. PROPERTIES	0.187
	left blank	0.000
227	ANDRES SOTO	0.329
228	D. C. VANDERVOORT	0.188
229	GRACIE C. BARNES	0.187
230	METRO BUILDERS	0.188
231	PATRICA SINGLETON	0.653
232	AUGUSTIN TELLEZ	-0.188
233	PAUL C. JOEL	0.188
234	NGOE D. BUI et ux	0.749
235	MICHAEL A. FOSTER	0.476
236	MERRILL NELSON	0.389
237	LUBERTA FULLROVE	0.380
238	GARTH GRANT	0.285
239	URIA LESTER	0.374
240	QUICKSILVER RESOURCES	0.188
241	DANNY B. BLACKWELL	0.187
242	EDUARDO HINOJOSA	0.510
243	FREE HSE OF WORSHIP	0.187
244	UNLEASED	0.184
245	NELDA TOMLIN McCASLIN	0.484
246	MAGGIE CURRY	0.052
247	MIKE HONEYCUTT	0.187
248	RA-BRY PROPERTIES LTD.	0.013
249	MARTHA ABERNATHY	0.180
250	ROBERT WARD WILLIAMS	0.749
251	CITY OF FORT WORTH	21.951
252	BWW TRUST	10.204
253	WILLIAM A. STANLEY	0.304
254	WILLIAM A. STANLEY	0.398
255	SHERRY LAWHON	0.747
256	MINNIE L. WESTBROOK	0.305
257	JOYCE PUTMAN	0.862
258	LUTHER D. PUTMAN	1.905
	TOTAL GROSS AREA	329.533
	LESS AREA UNLEASED	4.823
	NET AREA	324.710

N

0 1000 2000

HORIZONTAL SCALE: 1" = 1000'

REVISED 2-07-2011

LOCATION PLAT

QUICKSILVER RESOURCES INC.

LAWHON WEST UNIT
329.533 AC

OF THE
J. W. DANIEL SURVEY A-395 AND
THE U WUTHRICK SURVEY A-1693
THE FORT WORTH
TARRANT COUNTY, TEXAS

FEBRUARY 12, 2010 SCALE 1"=1000'

MARY LOUISE GARCIA

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MR CRAWFORD GUPTON
QUICKSILVER RESOURCES
801 CHERRY ST STE 3700
FORT WORTH, TX 76102

Submitter: DEUX BULLEYS INC

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	2/25/2011 2:42 PM			
Instrument #:	D211046125			
	A	34	PGS	$144.00

By: Mary Louise Garcia

D211046125

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.

Prepared by: VDBOUNDS

21-02-9

Electronically Recorded **Tarrant County Texas**
Official Public Records 1/26/2011 2:57 PM **D211022302**
PGS 1 $16.00

RATIFICATION OF DESIGNATION OF UNIT
LAWHON WEST UNIT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, under date of June 3, 2010, Quicksilver Resources Inc. executed the following described unit designation, to wit:

Designation of Unit for the Lawhon West Unit, dated June 3, 2010, from Quicksilver Resources Inc. to the Public, filed for registration on June 4, 2010, as Instrument No. D210132474 in the Official Public Records of Tarrant County, Texas (hereinafter the "Lawhon West Unit"); and

WHEREAS, the undersigned party, XTO Energy Inc., owns an oil and gas lease covering lands that lie within the Lawhon West Unit and desire to ratify the Lawhon West Unit and thereby commit to the Lawhon West Unit such leasehold interests.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, XTO Energy Inc. does hereby ratify Lawhon West Unit in all respects and does hereby commit the following described oil and gas lease to the Lawhon West Unit, to wit:

LESSOR: Habitat for Humanity, Inc., a Texas non-profit corporation
LESSEE: XTO Energy Inc.
DATED: November 2, 2007
RECORDED: Memorandum of Oil and Gas Lease filed as Instrument No. D207394430 in the Official Public Records of Tarrant County, Texas.

EXECUTED this 26th day of January, 2011, but effective for all purposes as of June 3, 2010.

XTO ENERGY INC.

Edwin S. Ryan, Jr.

By: Edwin S. Ryan, Jr.
Its: Sr. V.P.-Land Administration
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 26th day of January, 2011, by Edwin S. Ryan, Jr., as Sr. V.P.-Land Administration on behalf of **XTO ENERGY INC.**

DEDRA L. NUNEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/28/2012

Dedra L. Nunez
Notary Public

KB

21-02-9

TX-000476-A

RATIFICATION OF DESIGNATION OF UNIT

LAWHON WEST UNIT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, under date of June 3, 2010. Quicksilver Resources Inc. executed the following described unit designation, to wit:

Designation of Unit for the Lawhon West Unit, dated June 3, 2010, from Quicksilver Resources Inc. to the Public, filed for registration on June 4, 2010, as Instrument No. D210132474 in the Official Public Records of Tarrant County, Texas (hereinafter the "Lawhon West Unit"); and

WHEREAS, the undersigned parties, Chesapeake Exploration, LLC and Total E&P USA, Inc., own oil and gas leases covering lands that lie within the Lawhon West Unit and desire to ratify the Lawhon West Unit and thereby commit to the Lawhon West Unit such leasehold interests.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chesapeake Exploration, LLC and Total E&P USA, Inc. do hereby ratify Lawhon West Unit in all respects and do hereby commit the following described oil and gas leases to the Lawhon West Unit, to wit:

LESSOR: Alvaro Hernandez and wife, Maria De Los Angeles Hernandez
LESSEE: Dale Property Services LLC
DATED: February 28, 2008
RECORDED: Filed as Instrument No. D208091105 in the Official Public Records of Tarrant County, Texas

LESSOR: Tiburcio Rodriguez and wife, Amelia Rodriguez
LESSEE: Dale Property Services LLC
DATED: August 10, 2007
RECORDED: Filed as Instrument No. D207303171 in the Official Public Records of Tarrant County, Texas

LESSOR: Lorenzo J. Dixon
LESSEE: Dale Property Services LLC
DATED: May 30, 2007
RECORDED: Filed as Instrument No. D207203116 in the Official Public Records of Tarrant County, Texas

LESSOR: Dang Cong and wife, Nga Thi Ho Huynh
LESSEE: Dale Property Services LLC
DATED: June 30, 2008
RECORDED: Filed as Instrument No. D208283194 in the Official Public Records of Tarrant County, Texas

LESSOR: Pat W. Davis
LESSEE: Dale Property Services LLC
DATED: October 9, 2007
RECORDED: Filed as Instrument No. D207401583 in the Official Public Records of Tarrant County, Texas

LESSOR: Jesus Valdez
LESSEE: Dale Property Services LLC
DATED: December 31, 2007
RECORDED: Filed as Instrument No. D208008751 in the Official Public Records of Tarrant County, Texas

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LESSOR: Louis Ruiz and wife, Maria Antonia
LESSEE: Dale Property Services LLC
DATED: November 26, 2007
RECORDED: Filed as Instrument No. D208027534 in the Official Public Records of Tarrant County, Texas

LESSOR: Rodney Allen
LESSEE: Dale Property Services LLC
DATED: May 22, 2007
RECORDED: Filed as Instrument No. D207190208 in the Official Public Records of Tarrant County, Texas

LESSOR: Crispin Sandoval
LESSEE: Paloma Barnett, LLC
DATED: December 5, 2007
RECORDED: Filed as Instrument No. D208072654 in the Official Public Records of Tarrant County, Texas

LESSOR: Raymond Leslie Whaley, Sr.
LESSEE: Dale Property Services LLC
DATED: August 3, 2007
RECORDED: Filed as Instrument No. D207296821 in the Official Public Records of Tarrant County, Texas

LESSOR: Garth O. Grant and wife, Shawdna D. Mason
LESSEE: Dale Property Services LLC
DATED: May 16, 2008
RECORDED: Filed as Instrument No. D208211891 in the Official Public Records of Tarrant County, Texas

LESSOR: Uria Lester, Sr. and Doris Lester
LESSEE: Paloma Barnett, LLC
DATED: December 17, 2007
RECORDED: Filed as Instrument No. D208069117 in the Official Public Records of Tarrant County, Texas

LESSOR: Eduardo Hinojosa
LESSEE: Paloma Barnett, LLC
DATED: October 5, 2007
RECORDED: Filed as Instrument No. D208031303 in the Official Public Records of Tarrant County, Texas

LESSOR: Free House of Worship Church
LESSEE: Paloma Barnett, LLC
DATED: December 17, 2007
RECORDED: Filed as Instrument No. D208080072 in the Official Public Records of Tarrant County, Texas

LESSOR: Maggie Curry
LESSEE: Paloma Barnett, LLC
DATED: January 14, 2008
RECORDED: Filed as Instrument No. D208104310 in the Official Public Records of Tarrant County, Texas

LESSOR: Ra-Bry Properties, Ltd
LESSEE: Paloma Barnett, LLC
DATED: January 9, 2008
RECORDED: Filed as Instrument No. D208110520 in the Official Public Records of Tarrant County, Texas

EXECUTED this 18th day of November 2010, but effective for all purposes as of June 3, 2010.

CHESAPEAKE EXPLORATION, LLC
an Oklahoma limited liability company

By: _____
Henry J. Hood, Senior Vice President-
Land and Legal & General Counsel

TOTAL E&P USA, INC.
a Delaware corporation

By: _____
Its: _____
Eric Bonnin
Vice President, Business Development & Strategy

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me this 18th day of November, 2010, by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. an Oklahoma limited liability company on behalf of said company.

KEASHA HUSER NOTARY # 07011589 EXP. 12/18/11 PUBLIC STATE OF OKLAHOMA

Keasha Hobbs
Notary Public

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 15th day of December, 2010, by Eric Bonnin, as Vice President, Business Development & Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, on behalf of said corporation.

JOY W PHILLIPS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 31, 2012

Joy W Phillips
Notary Public

PLEASE RETURN TO:
Mr. Crawford Gupton
Quicksilver Resources Inc.
801 Cherry Street, Suite 3700
Fort Worth, Texas 76102

21-02-9

SUZANNE HENDERSON

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MR CRAWFORD GUPTON
QUICKSILVER RESOURCES INC
801 CHERRY ST # 3700
FT WORTH, TX 76102

Submitter: DEUX BULLEYS INC

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/30/2010 2:13 PM

Instrument #: D210322159

A 4 PGS $24.00

By: Suzanne Henderson

D210322159

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.

Prepared by: AKCHRISTIAN

21-02-9

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

FILED
TARRANT COUNTY TEXAS
2012 FEB -9 PM 2:18
MARY LOUISE GARCIA
COUNTY CLERK
BY

SECOND AMENDMENT TO DESIGNATION OF UNIT

LAWHON WEST UNIT

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under date of June 3, 2010, Quicksilver Resources Inc. executed the following described unit, to wit:

> Designation of Unit (Lawhon West Unit), dated June 3, 2010, from Quicksilver Resources Inc. to the Public, filed June 4, 2010, as instrument number D210132474, in the Official Public Records, Tarrant County, Texas (hereinafter the "Lawhon West Unit"); and

WHEREAS, under date of February 24, 2011, but made effective as of June 3, 2010, Quicksilver Resources, Inc. executed the following described instrument correcting the Lawhon West Unit, to wit:

> Amendment to Designation of Unit for the Lawhon West Unit dated February 24, 2011, but made effective June 3, 2010, from Quicksilver Resources, Inc. to the Public, filed of record on February 25, 2011 as instrument number D211046125, Official Public records, Tarrant County, Texas.

WHEREAS, the undersigned, Quicksilver Resources Inc. desires to correct Exhibit "A" to the Lawhon West Unit by adding seven additional Oil, Gas and Mineral Leases which cover lands lying within the Lawhon West Unit but which were not available for inclusion on the Exhibit "A" at the time the Lawhon West Unit was initially filed in Tarrant County.

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Quicksilver Resources Inc., does hereby:

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Correct the Exhibit "A" attached to the Designation of Unit for the Lawhon West Unit by including to the Exhibit "A" attached thereto the seven following Oil, Gas and Mineral Leases, to-wit:

LEASE:	TX4391253.00
LESSOR:	Mike and Leslie Murray
LESSEE:	Quicksilver Resources, Inc.
DATED:	February 3, 2011
RECORDED:	Memorandum of Oil and Gas Lease filed as Instrument No. D211044528 in the Official Public Records of Tarrant County, Texas.

LEASE:	TX4390820.02
LESSOR:	Sarah Leana Looney Leach
LESSEE:	Quicksilver Resources, Inc.
DATED:	January 11, 2011
RECORDED:	Memorandum of Oil and Gas Lease filed as Instrument No. D211078070 in the Official Public Records of Tarrant County, Texas.

LEASE:	TX4390820.03
LESSOR:	Johnathon Jacob Leach
LESSEE:	Quicksilver Resources, Inc.
DATED:	January 29, 2011
RECORDED:	Memorandum of Oil and Gas Lease filed as Instrument No. D211078071 in the Official Public Records of Tarrant County, Texas.

LEASE:	TX4390820.04
LESSOR:	Elmer Eugene Leach
LESSEE:	Quicksilver Resources, Inc.
DATED:	January 11, 2011
RECORDED:	Memorandum of Oil and Gas Lease filed as Instrument No. D211122583 in the Official Public Records of Tarrant County, Texas.

LEASE:	TX4391262.00
LESSOR:	GDF Properties
LESSEE:	Quicksilver Resources, Inc.
DATED:	March 30, 2011
RECORDED:	Memorandum of Oil and Gas Lease filed as Instrument No. D211075997 in the Official Public Records of Tarrant County, Texas.

LEASE:	TX4390882.00
LESSOR:	Tammie Y. Douglas
LESSEE:	Quicksilver Resources, Inc.
DATED:	March 30, 2009
RECORDED:	Memorandum of Oil and Gas Lease filed as Instrument No. D209109106 in the Official Public Records of Tarrant County, Texas.

LESSOR:	Raymond Leslie Whaley, Sr.
LESSEE:	Dale Property Services LLC
DATED:	August 3, 2007
RECORDED:	Filed as Instrument No. D2072296821 in the Official Public Records of Tarrant County, Texas

Quicksilver Resources Inc. does hereby ratify, confirm and adopt the Lawhon West Unit and all of its terms and provisions, as contained in the above-referenced Designation of Unit; and as amended hereby.

IN WITNESS WHEREOF, this Amendment to Designation of Unit is executed on this 9th day of February, 2012.

QUICKSILVER RESOURCES INC.

Clay Blum

By: Clay Blum, V.P. U.S. Land

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 9th day of February, 2012, by Clay Blum, V.P. U.S. Land on behalf of Quicksilver Resources Inc., a Delaware corporation.

Crawford Gupton

Crawford Gupton, Notary Public
Notary Public in and for the State of Texas
Tarrant County, Texas
My commission expires: 8-13-12

CRAWFORD GUPTON
My Commission Expires
August 13, 2012

RETURN TO:
CRAWFORD GUPTON
QUICKSILVER RESOURCES INC.
801 CHERRY ST SUITE 3700 UNIT 19
FORT WORTH, TX 76102

21.02.9

MARY LOUISE GARCIA

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CRAWFORD GUPTON
QUICKSILVER RESOURCES INC
801 CHERRY ST STE 3700 UNIT 19
FT WORTH, TX 76102

Submitter: KELLAM LAND & MINERAL

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	2/9/2012 2:19 PM			
Instrument #:	D212032633			
	OPR	4	PGS	$24.00

By: Mary Louise Garcia

D212032633

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.

Prepared by: MGSALAZAR

21-02-9

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

DESIGNATION OF UNIT

LAWHON WEST UNIT

FILED
TARRANT COUNTY TEXAS
2010 JUN -4 AM 8:01
SUZANNE HENDERSON
COUNTY CLERK
BY

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit area. 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.

The undersigned reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interest with the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject lease, by appropriate amendments or instruments.

By execution of this Designation of Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described leases and lands with any other leases, lands,

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TX-000476.A

horizons, or strata in the vicinity and so far as the power, right, and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

The Unit hereby created shall be effective as of the date of first production from the Unit, or from the date operations are commenced anywhere on the Unit, whichever occurs first, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 3rd day of June, 2010.

QUICKSILVER RESOURCES INC.

BD Clay Blum

By: Clay Blum, V.P. U.S. Land

FILED
TARRANT COUNTY TEXAS
2010 JUN -4 AM 8:11
SUZANNE HENDERSON
COUNTY CLERK
BY

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 3rd day of June, 2010, by Clay Blum, as V.P. U.S. Land on behalf of Quicksilver Resources Inc., a Delaware corporation.

Mimi E. Keenom, Notary Public
Notary Public in and for the State of Texas
Tarrant County, Texas
My commission expires: 3.13.2013

MIMI ELAINE KEENOM
My Commission Expires
March 13, 2013

RETURN TO:
QUICKSILVER RESOURCES, INC.
MR. BYRON DUNN
777 WEST ROSEDALE ST., SUITE 300
FORT WORTH, TEXAS 76104

21.02.4

EXHIBIT "A"

Attached to and made a part of that certain Designation of Lawhon West Unit dated June 3, 2010

OIL, GAS AND MINERAL LEASES

LEASE	TX4390319 00
LESSOR	Vass'e Enterprises Inc
LESSEE	Marshall R. Young Oil Co
DATED	July, 11, 2007
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D207263720 in the Official Public Records of Tarrant County, Texas

LEASE #	TX4390157 00
LESSOR	Value Family Properties- Summerlake, LLC , a Texas limited liability company
LESSEE	Marshall R Young Oil Co
DATED	June 26, 2006
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D206278075 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390106 00
LESSOR	Willie D Strawther and wife, Minnie A Strawther
LESSEE	Marshall R Young Oil Co
DATED	August 22, 2005
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D205297234 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390343 00
LESSOR	Lola C Vecera
LESSEE	Marshall R Young Oil Co
DATED	September 1, 2007
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D207336954 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390137 00
LESSOR	Ernest W Thomas and wife, Jo Ann Thomas
LESSEE	Marshall R Young Oil Co
DATED	December 20, 2005
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D206052094 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390155 00
LESSOR	Rickey Lee Strawn, Sr , and wife, Cindy Ann Strawn
LESSEE	Marshall R Young Oil Co
DATED	May 16, 2006
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D206187082 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390119 00
LESSOR	Charles E Tagg, a single person
LESSEE	Marshall R Young Oil Co
DATED	May 16, 2006
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D206187084 in the Official Public Records of Tarrant County, Texas

LEASE TX4390114 00
LESSOR Willie E Mulkey and wife, Jessie B Mulkey
LESSEE Marshall R Young Oil Co
DATED May 4, 2006
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D206187077 in the Official Public Records of Tarrant County, Texas

LEASE TX4390159 00
LESSOR William A Stanley and wife, Holly Stanley
LESSEE Marshall R Young Oil Co
DATED July 19, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206254040 in the Official Public Records of Tarrant County, Texas

LEASE TX4390262 00
LESSOR Ernest W Thomas and wife, Jo Ann Thomas
LESSEE Marshall R Young Oil Co
DATED March 20, 2007
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D207141710 in the Official Public Records of Tarrant County, Texas

LEASE TX4390558 00
LESSOR Mike Guenther, husband and Janet Guenther, wife
LESSEE Quicksilver Resources Inc
DATED August 31, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416412 in the Official Public Records of Tarrant County, Texas

LEASE TX4390151 00
LESSOR Loretta Ortega, dealing with her separate property, joined by her husband Carlos Ortega
LESSEE Marshall R Young Oil Co
DATED June 22, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206220925 in the Official Public Records of Tarrant County, Texas

LEASE TX4390118 00
LESSOR Ollie Strawn and wife, Iva Mae Strawn
LESSEE Marshall R. Young Oil Co
DATED May 16, 2006
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D206187083 in the Official Public Records of Tarrant County, Texas

LEASE TX4390154 00
LESSOR Ngocanh Thi Tran and Ngoc D Bui
LESSEE Marshall R Young Oil Co
DATED June 15, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206220924 in the Official Public Records of Tarrant County, Texas

LEASE TX4390596 00
LESSOR Mark Barnes and wife, Deanna Barnes
LESSEE Quicksilver Resources Inc
DATED September 2, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416411 in the Official Public Records of Tarrant County, Texas

21.02.4

LEASE	TX4390972 00
LESSOR	Walter Lee Torrance
LESSEE	Quicksilver Resources Inc
DATED	December 18, 2009
RECORDED	Oil and Gas Lease filed as Instrument No D210002924 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390148 00
LESSOR	Harry McDaniel and Gloria J McDaniel
LESSEE	Marshall R Young Oil Co
DATED	June 21, 2006
RECORDED	Oil and Gas Lease filed as Instrument No D206235886 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390100 00
LESSOR	BWW Trust
LESSEE	Marshall R Young Oil Co
DATED	October 14, 2005
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D205342982 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390141 00
LESSOR	Ernest Thomas and wife, Jo Ann Thomas
LESSEE	Marshall R Young Oil Co
DATED	December 20, 2005
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D206052090 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390042 00
LESSOR	Bobby Davis
LESSEE	Marshall R Young Oil Co
DATED	February 21, 2006
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D206094636 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390806 00
LESSOR	Hermas Venture, Jr , a single person
LESSEE	Quicksilver Resources Inc
DATED	November 3, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209029816 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390840 00
LESSOR	Silversage, LTD, a Texas Limited Partnership
LESSEE	Quicksilver Resources Inc
DATED	December 23, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209038064 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390138 00
LESSOR	Ernest Thomas and wife, Jo Ann Thomas
LESSEE	Marshall R Young Oil Co
DATED	December 20, 2005
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D206052093 in the Official Public Records of Tarrant County, Texas

21.02.4

LEASE TX4390897.00
LESSOR Elijah Ragira, husband and Abigael Ragira aka Abigail Ragira, wife
LESSEE Quicksilver Resources Inc
DATED April 22, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209134574 in the Official Public Records of Tarrant County, Texas

LEASE TX4390974 00
LESSOR Reza Alavi
LESSEE Quicksilver Resources Inc
DATED January 8, 2010
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D2010008019 in the Official Public Records of Tarrant County, Texas

LEASE TX4390262 00
LESSOR Ernest W Thomas and wife, Jo Ann Thomas
LESSEE Marshall R Young Oil Co
DATED March, 20, 2007
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D207141710 in the Official Public Records of Tarrant County, Texas

LEASE TX4390149 00
LESSOR Yen Nguyen
LESSEE Marshall R Young Oil Co
DATED July 12, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206235887 in the Official Public Records of Tarrant County, Texas

LEASE TX4390135 00
LESSOR Ernest Thomas and wife, Jo Ann Thomas
LESSEE Marshall R Young Oil Co
DATED December 20, 2005
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D206052095 in the Official Public Records of Tarrant County, Texas

LEASE TX4390044 00
LESSOR Jo Lynn Thompson
LESSEE Marshall R Young Oil Co
DATED March 27, 2009
RECORDED Oil and Gas Lease filed as Instrument No D206123050 in the Official Public Records of Tarrant County, Texas

LEASE TX4390130 00
LESSOR Lewis & Associates Realtors, Inc , Defined Benefits Pension
LESSEE Marshall R Young Oil Co
DATED August 10, 2005
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D205307386 in the Official Public Records of Tarrant County, Texas

LEASE TX43900886 00
LESSOR Danny Eades & Wife, Diana R Eades
LESSEE Quicksilver Resources Inc
DATED April 9, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209109110 in the Official Public Records of Tarrant County, Texas

21.02.4

LEASE	TX4390101 00
LESSOR	BWW Trust
LESSEE	Marshall R Young Oil Co
DATED	September 30, 2005
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D205342981 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390820 00
LESSOR	Judy Ann Tatum, wife, and Paul Dix, husband
LESSEE	Quicksilver Resources Inc
DATED	December 2, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209029814 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390533 01
LESSOR	John D Alexander
LESSEE	Quicksilver Resources Inc
DATED	July 15, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208416392 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390533 02
LESSOR	Lou Nell Joyner
LESSEE	Quicksilver Resources Inc
DATED	July 15, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No. D208416391 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390533 03
LESSOR	J Earl Alexander, Jr
LESSEE	Quicksilver Resources Inc
DATED	July 15, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208416390 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390533 04
LESSOR	Edward H Alexander
LESSEE	Quicksilver Resources Inc
DATED	July 15, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208416399 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390533 05
LESSOR	Christy Dawn Wheeler
LESSEE	Quicksilver Resources Inc
DATED	December 2, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209025877 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390533 06
LESSOR	Danny Strebeck
LESSEE	Quicksilver Resources Inc
DATED	December 2, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209025874 in the Official Public Records of Tarrant County, Texas.

21.02.4

LEASE TX4390533 07
LESSOR Ron Strebeck
LESSEE Quicksilver Resources Inc
DATED December 8, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209025876 in the Official Public Records of Tarrant County, Texas

LEASE TX4390533 08
LESSOR Rita Hopkins, wife and Randy Hopkins, husband
LESSEE Quicksilver Resources Inc
DATED December 2, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209025875 in the Official Public Records of Tarrant County, Texas

LEASE TX4390064 00
LESSOR Robert Ward Williams
LESSEE Marshall R Young Oil Co
DATED November 18, 2005
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D205384592 in the Official Public Records of Tarrant County, Texas

LEASE TX4390429 00
LESSOR Juan Hernandez
LESSEE Quicksilver Resources Inc
DATED. June 4, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D210004987 in the Official Public Records of Tarrant County, Texas

LEASE TX4390144 01
LESSOR Joyce Ann Putman
LESSEE Marshall R Young Oil Co
DATED June 10, 2006
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D206220928 in the Official Public Records of Tarrant County, Texas

LEASE TX4390144 02
LESSOR Luther D Putman
LESSEE· Marshall R Young Oil Co
DATED June 10, 2006
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D206220929 in the Official Public Records of Tarrant County, Texas

LEASE TX4390376 00
LESSOR Edward J Malone and wife, Johnnie M Malone
LESSEE Marshall R Young Oil Co
DATED November 30, 2007
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D207459984 in the Official Public Records of Tarrant County, Texas

LEASE TX4390062 00
LESSOR Lawhon Inc
LESSEE Marshall R Young Oil Co
DATED November 11, 2005
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D205384590 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390391 00
LESSOR	Jose C Cardona
LESSEE	Quicksilver Resources Inc
DATED	February 11, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208113673 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390374 00
LESSOR	Sunako Richey and husband, Bill J Richey
LESSEE	Marshall R Young Oil Co
DATED	November 14, 2007
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D207458160 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390392 00
LESSOR	Lannette Woodrow
LESSEE	Quicksilver Resources Inc
DATED	February 26, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208113670 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390864 00
LESSOR	Jorge Hernandez, husband, and Angelina Hernandez, wife
LESSEE	Quicksilver Resources Inc
DATED	February 28, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209093865 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390379 00
LESSOR	G W Williams
LESSEE	Marshall R Young Oil Co
DATED	December 12, 2007
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D207459985 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390553 00
LESSOR	Georgia Mae Bennett
LESSEE	Quicksilver Resources Inc
DATED	August 11, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208416408 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390047 00
LESSOR	Gary E Nichols and wife, Lillie F Nichols
LESSEE	Marshall R Young Oil Co
DATED	May 18, 2006
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D206162970 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390552 00
LESSOR	Darrell Thompson, a sing person and Betty Jo King, a single person
LESSEE	Quicksilver Resources Inc
DATED.	August 26, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208416407 in the Official Public Records of Tarrant County, Texas

LEASE TX4390543 00
LESSOR Nell Mores
LESSEE Quicksilver Resources Inc
DATED August 26, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416403 in the Official Public Records of Tarrant County, Texas

LEASE TX4390729 00
LESSOR J Reyes Moreno, husband and Catalina Sotelo, wife
LESSEE Quicksilver Resources Inc
DATED September 30, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No. D208464758 in the Official Public Records of Tarrant County, Texas

LEASE TX4390223 00
LESSOR Glenda Colburn
LESSEE Marshall R Young Oil Co
DATED December 28, 2006
RECORDED Oil and Gas Lease filed as Instrument No D207029768 in the Official Public Records of Tarrant County, Texas

LEASE TX4390222 00
LESSOR Dennis M Williams and wife, Patricia Williams
LESSEE Marshall R Young Oil Co
DATED January 12, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207038210 in the Official Public Records of Tarrant County, Texas

LEASE TX4390879 00
LESSOR Cindy D Kappel
LESSEE Quicksilver Resources Inc
DATED February 12, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209109105 in the Official Public Records of Tarrant County, Texas

LEASE TX4390593 00
LESSOR Jose Erik Munoz
LESSEE Quicksilver Resources Inc
DATED September 11, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416410 in the Official Public Records of Tarrant County, Texas

LEASE TX4390383 00
LESSOR Doris Marie Hunt
LESSEE Marshall R Young Oil Co
DATED December 10, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207458156 in the Official Public Records of Tarrant County, Texas

LEASE TX4390802 00
LESSOR Marie Louise Fenn f.k a Mary Louise Alcoze
LESSEE Quicksilver Resources Inc
DATED November 16, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209029818 in the Official Public Records of Tarrant County, Texas

21.02.4

LEASE TX4390544 00
LESSOR Linda Threlkeld
LESSEE Quicksilver Resources Inc
DATED August 13, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416400 in the Official Public Records of Tarrant County, Texas

LEASE TX4390221 00
LESSOR Wayne Allen Smith
LESSEE Marshall R. Young Oil Co.
DATED January 12, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207038209 in the Official Public Records of Tarrant County, Texas

LEASE TX4390375 00
LESSOR Gary Lynn Colburn
LESSEE Marshall R Young Oil Co
DATED November 29, 2007
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D207459983 in the Official Public Records of Tarrant County, Texas

LEASE TX4390823 00
LESSOR James W Gaddy, husband, and Patty S Gaddy, wife, heirs of A D Gaddy
LESSEE Quicksilver Resources Inc
DATED November 24, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209045298 in the Official Public Records of Tarrant County, Texas

LEASE TX4390796 00
LESSOR Lawrence Carlis, husband, and Linda Carlis, wife
LESSEE Quicksilver Resources Inc
DATED October 6, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208464765 in the Official Public Records of Tarrant County, Texas

LEASE TX4390172 00
LESSOR Sherry Lawhon and Husband, Charles Lawhon
LESSEE Marshall R Young Oil Co
DATED September 22, 2006
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D206325105 in the Official Public Records of Tarrant County, Texas

LEASE TX4390592 00
LESSOR James H Hakins
LESSEE Quicksilver Resources Inc
DATED September 16, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416416 in the Official Public Records of Tarrant County, Texas.

LEASE TX4390389 00
LESSOR Sam L Shugart a k a Sammy L Shugart
LESSEE Quicksilver Resources Inc
DATED February 18, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208113672 in the Official Public Records of Tarrant County, Texas.

LEASE TX4390284 00
LESSOR Rudolph Vasquez and wife, Barbara Vasquez
LESSEE Quicksilver Resources Inc
DATED April 24, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207176507 in the Official Public Records of Tarrant County, Texas

LEASE TX4390803 00
LESSOR Paul L Thompson
LESSEE Quicksilver Resources Inc
DATED November 22, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209029817 in the Official Public Records of Tarrant County, Texas

LEASE TX4390598 00
LESSOR Carolyn Spencer
LESSEE Quicksilver Resources Inc
DATED August 27, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208411704 in the Official Public Records of Tarrant County, Texas

LEASE TX4390406 00
LESSOR Roy D Jacquot
LESSEE Quicksilver Resources Inc
DATED March 19, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No. D208160570 in the Official Public Records of Tarrant County, Texas

LEASE TX4390819 00
LESSOR. Melinda T Fuller
LESSEE Quicksilver Resources Inc
DATED September 26, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209029812 in the Official Public Records of Tarrant County, Texas

LEASE TX4390352 00
LESSOR James W Gaddy and wife, Patty S Gaddy
LESSEE Marshall R Young Oil Co
DATED October 19, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207384417 in the Official Public Records of Tarrant County, Texas

LEASE TX4390589 00
LESSOR Eli Villanueva
LESSEE Quicksilver Resources Inc
DATED September 10, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No. D208416417 in the Official Public Records of Tarrant County, Texas

LEASE TX4390530 00
LESSOR Leopoldo Franco, husband and Rosario Alvarado Franco, wife
LESSEE Quicksilver Resources Inc
DATED August 13, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416396 in the Official Public Records of Tarrant County, Texas

LEASE TX4390945 00
LESSOR Emilio H Cantu
LESSEE Quicksilver Resources Inc
DATED March 29, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209329178 in the Official Public Records of Tarrant County, Texas

LEASE TX4390925 00
LESSOR Alexander Alafro, husband and Maria L Alfaro, wife
LESSEE Quicksilver Resources Inc
DATED July 9, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209209831 in the Official Public Records of Tarrant County, Texas

LEASE TX4390140 00
LESSOR Jo Ann Thomas and husband, Ernest Thomas
LESSEE Marshall R Young Oil Co
DATED December 20, 2005
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D206052091 in the Official Public Records of Tarrant County, Texas

LEASE TX4390388 00
LESSOR Jo Ellen Mathews
LESSEE Quicksilver Resources Inc
DATED February 21, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208113675 in the Official Public Records of Tarrant County, Texas

LEASE TX4390181 00
LESSOR James Dorsey and wife, Carla J Dorsey
LESSEE Marshall R Young Oil Co
DATED August 1, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206319456 in the Official Public Records of Tarrant County, Texas

LEASE TX4390730 00
LESSOR Gary D Winberry
LESSEE Quicksilver Resources Inc
DATED February 18, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208464756 in the Official Public Records of Tarrant County, Texas

LEASE TX4390785 00
LESSOR William A Ragsdill, husband and William A Ragsdill as attorney-in-fact on behalf of Mildred Bernice Ragsdill, wife
LESSEE Quicksilver Resources Inc
DATED September 15, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208464762 in the Official Public Records of Tarrant County, Texas

LEASE TX4390798 00
LESSOR Cole Guitierrez, aka Lawrence Cole Gutierrez
LESSEE Quicksilver Resources Inc
DATED October 12, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208464764 in the Official Public Records of Tarrant County, Texas

LEASE TX4390792 00
LESSOR Goldie Ginigeme
LESSEE Quicksilver Resources Inc
DATED October 1, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209029813 in the Official Public Records of Tarrant County, Texas

LEASE TX4390150 01
LESSOR Arnold d Holleman and brother, Walter L Holleman, heirs of Mattie Chapman Ware Estate
LESSEE Marshall R Young Oil Co
DATED June 28, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206235888 in the Official Public Records of Tarrant County, Texas

LEASE TX4390150 02
LESSOR. Milton L Chapman, husband, and Mary L Chapman, wife
LESSEE Quicksilver Resources Inc
DATED February 1, 2010
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D210054069 in the Official Public Records of Tarrant County, Texas

LEASE TX4390150.03
LESSOR George William Chapman, Jr , wife
LESSEE Quicksilver Resources Inc
DATED April 1, 2010
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D210083646 in the Official Public Records of Tarrant County, Texas

LEASE TX4390150 04
LESSOR Lonnie Chance
LESSEE Quicksilver Resources Inc
DATED April 1, 2010
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D210093228 in the Official Public Records of Tarrant County, Texas

LEASE TX4390150 05
LESSOR Delores Ida Weil
LESSEE Quicksilver Resources Inc
DATED April 1, 2010
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D210093227 in the Official Public Records of Tarrant County, Texas

LEASE TX4390150 06
LESSOR Vickie L. Warnke
LESSEE Quicksilver Resources Inc
DATED April 1, 2010
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D210093229 in the Official Public Records of Tarrant County, Texas

LEASE TX4390150 07
LESSOR Ginger L Bodiford
LESSEE Quicksilver Resources Inc.
DATED April 1, 2010
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D210093226 in the Official Public Records of Tarrant County, Texas

21.02.4

LEASE TX4390150 08
LESSOR Sherley Blevins
LESSEE Quicksilver Resources Inc
DATED April 1, 2010
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D210095770 in the Official Public Records of Tarrant County, Texas

LEASE TX4390036 00
LESSOR DJK, Inc , a Texas Corporation
LESSEE Marshall R Young Oil Co
DATED November 30, 2005
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D206067890 in the Official Public Records of Tarrant County, Texas

LEASE TX4390386 00
LESSOR Luther M Parkerson and wife, Elizabeth Fay Parkerson
LESSEE Quicksilver Resources Inc
DATED January 31, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208093950 in the Official Public Records of Tarrant County, Texas

LEASE TX4390161 00
LESSOR Glen M Cooper and Betty A Cooper Family Trust
LESSEE Marshall R Young Oil Co
DATED July 18, 2006
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D206254042 in the Official Public Records of Tarrant County, Texas

LEASE TX4390797 00
LESSOR Nelda Tomlin McCaslin
LESSEE Quicksilver Resources Inc
DATED October 27, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209029822 in the Official Public Records of Tarrant County, Texas

LEASE TX4390409 00
LESSOR Alpha Industries, Inc , acting by Tommy J Reeves, Chief Executive Officer of Alpha Industries
LESSEE Quicksilver Resources Inc
DATED March 4, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208174784 in the Official Public Records of Tarrant County, Texas

LEASE TX4390422 01
LESSOR Rebel Realty , a texas corporation, acting by Lloyd C Blair, President of Rebel Realty, Inc , a Texas Corporation
LESSEE Quicksilver Resources Inc
DATED June 4, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208256953 in the Official Public Records of Tarrant County, Texas.

LEASE TX4390421 01
LESSOR Lloyd C Blair
LESSEE Quicksilver Resources Inc
DATED June 4, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208256955 in the Official Public Records of Tarrant County, Texas

21.12.4

LEASE	TX4390037 00
LESSOR	Sherry Lawhon and husband, Charles Lawhon
LESSEE	Marshall R Young Oil Co
DATED	January 27, 2006
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D206067887 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390065 00
LESSOR	Sherry Lawhon and husband, Charles Lawhon
LESSEE	Marshall R Young Oil Co
DATED	November 11, 2005
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D205384593 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390390 00
LESSOR	Kenneth and Patricia Morton, Husband and Wife
LESSEE	Quicksilver Resources Inc
DATED	February 5, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208113671 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390992 00
LESSOR	Geary S Stowe, Jr
LESSEE	Quicksilver Resources Inc
DATED	February 8, 2010
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D210051486 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390799 00
LESSOR	Piscatur Properties, LLC
LESSEE	Quicksilver Resources Inc
DATED	October 3, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208464768 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390888 00
LESSOR	Jewell Landers, Jr , husband and Barbara Landers, wife
LESSEE	Quicksilver Resources Inc
DATED	May 11, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209134575 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390762 01
LESSOR	Katherine Magar, heir of Edith Pearl Goss, deceased
LESSEE	Quicksilver Resources Inc
DATED	September 16, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208411702 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390762 02
LESSOR	John F Goss, husband and Diane v Goss, wife, heirs of Edith Pearl Goss, deceased
LESSEE	Quicksilver Resources Inc
DATED	September 16, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208411701 in the Official Public Records of Tarrant County, Texas

LESSOR Alvaro Hernandez, and wife, Maria De Los Angeles Hernandez
LESSEE Dale Property Services L L C
DATED February 28, 2008
RECORDED Oil and Gas Lease filed as Instrument No D208091105 in the Official Public Records of Tarrant County, Texas

LESSOR Tiburcio Rodriguez and wife, Amelia Rodriguez
LESSEE Dale Property Services L L C
DATED August 19, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207303171 in the Official Public Records of Tarrant County, Texas

LESSOR Lorenzo J Dixon
LESSEE Dale Property Services L L C
DATED May 30, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207203116 in the Official Public Records of Tarrant County, Texas

LESSOR Dang Cong and wife Nga Thi Ho Huynh
LESSEE Dale Property Services L L C
DATED June 30, 2008
RECORDED Oil and Gas Lease filed as Instrument No D208283194 in the Official Public Records of Tarrant County, Texas

LESSOR Pat W Davis
LESSEE Dale Property Services L L C
DATED October 9, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207401583 in the Official Public Records of Tarrant County, Texas

LESSOR Jesus Valdez
LESSEE Dale Property Services L L C
DATED December 31, 2007
RECORDED Oil and Gas Lease filed as Instrument No D208008751 in the Official Public Records of Tarrant County, Texas

LESSOR Louis Ruiz and wife Maria Antonia
LESSEE Dale Property Services L L C
DATED November 26, 2007
RECORDED Oil and Gas Lease filed as Instrument No D208027534 in the Official Public Records of Tarrant County, Texas

LESSOR Rodney Allen
LESSEE Dale Property Services L L C
DATED May 22, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207190208 in the Official Public Records of Tarrant County, Texas.

LEASE TX4390997 00
LESSOR Booker Johnson, husband and Cherry Johnson, wife
LESSEE Quicksilver Resources Inc
DATED February 1, 2010
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D210057851 in the Official Public Records of Tarrant County, Texas

LESSOR Habitat for Humanity, Inc , a Texas non-profit corporation
LESSEE XTO Energy Inc.
DATED November 2, 2007
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D207394430 in the Official Public Records of Tarrant County, Texas.

21.02.4

LEASE TX4390143 00
LESSOR Albert Carrillo
LESSEE Quicksilver Resources Inc
DATED June 8, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206220930 in the Official Public Records of Tarrant County, Texas

LEASE TX4390967 00
LESSOR Rosario Alvarado, wife and Leopoldo Franco, husband
LESSEE Quicksilver Resources Inc
DATED November 17, 2009
RECORDED Oil and Gas Lease filed as Instrument No D209327309 in the Official Public Records of Tarrant County, Texas

LESSOR Crispin Sandoval
LESSEE Paloma Barnett, LLC
DATED November 2, 2007
RECORDED Oil and Gas Lease filed as Instrument No D208072654 in the Official Public Records of Tarrant County, Texas

LEASE TX439098 00
LESSOR Eastland Real Estate Investors, L P.
LESSEE Marshall R Young Oil Co
DATED. October 24, 2005
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D205342984 in the Official Public Records of Tarrant County, Texas

LEASE TX4390394 00
LESSOR Corral Fence Co , Inc , acting by Leo Mendez also known as Leonardo D Mendez also known as Leonardo Mendez, president of Corral Fence Co., Inc
LESSEE Quicksilver Resources Inc
DATED March 21, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208174274 in the Official Public Records of Tarrant County, Texas

LEASE TX4390809 00
LESSOR State of Texas
LESSEE Quicksilver Resources Inc
DATED September 16, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209004252 in the Official Public Records of Tarrant County, Texas

LEASE TX4390428 00
LESSOR Imperial Eagle Investments, Inc , a Delaware corporation, acting by Gary Hargett also known as Gary H Hargett, President of Imperial Eagle Investments, Inc
LESSEE Quicksilver Resources Inc
DATED· June 30, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208293788 in the Official Public Records of Tarrant County, Texas

LEASE TX4390919 00
LESSOR The City of Fort Worth
LESSEE Quicksilver Resources Inc
DATED June 25, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209188093 in the Official Public Records of Tarrant County, Texas

21.12.4

LEASE TX4390271 00
LESSOR Timothy Duane Armstrong
LESSEE Marshall R Young Oil Co
DATED May 5, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207171407 in the Official Public Records of Tarrant County, Texas

LEASE TX4390209 00
LESSOR Eastland Real Estate Investors, L P
LESSEE Marshall R Young Oil Co
DATED September 22, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206390216 in the Official Public Records of Tarrant County, Texas

LEASE TX4390210 00
LESSOR Jorge Bimer and Madeleine Dermardirossian
LESSEE Marshall R Young Oil Co
DATED July 22, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206329675 in the Official Public Records of Tarrant County, Texas

LEASE TX4390127 00
LESSOR Lawhon, Inc , a Texas Corporation
LESSEE Marshall R Young Oil Co
DATED June 10, 2005
RECORDED Oil and Gas Lease filed as Instrument No D205209271 in the Official Public Records of Tarrant County, Texas

LEASE TX4390170 00
LESSOR Richard Warren
LESSEE Quicksilver Resources Inc
DATED September 21, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206325107 in the Official Public Records of Tarrant County, Texas

LEASE TX4390895 00
LESSOR Eastland Real Estate Investors, L P
LESSEE Quicksilver Resources Inc
DATED March 23, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209127371 in the Official Public Records of Tarrant County, Texas

LEASE TX4390213 00
LESSOR Good Shepherd Temple of Praise, Inc ,
LESSEE Marshall R Young Oil Co
DATED September 19, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206390219 in the Official Public Records of Tarrant County, Texas

LEASE TX4390096 00
LESSOR Bower and Parker Investments Inc
LESSEE Marshall R Young Oil Co
DATED August 12, 2005
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D205292845 in the Official Public Records of Tarrant County, Texas

21.02.4

LEASE TX4390952 00
LESSOR ARCTX MINERALS LLC
LESSEE Marshall R Young Oil Co and Quicksilver Resources Inc
DATED October 29, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209295177 in the Official Public Records of Tarrant County, Texas

LEASE TX4390215 00
LESSOR Ruby L Stoy
LESSEE Marshall R Young Oil Co
DATED October 10, 2009
RECORDED Oil and Gas Lease filed as Instrument No D206390220 in the Official Public Records of Tarrant County, Texas

LEASE TX4390212 00
LESSOR Richard R Bradshaw and wife, Phyllis Bradshaw
LESSEE Marshall R Young Oil Co
DATED October 18, 2009
RECORDED Oil and Gas Lease filed as Instrument No D206390218 in the Official Public Records of Tarrant County, Texas

LEASE TX4390216 00
LESSOR Richard Dorsett and wife, Billie Dorsett
LESSEE Marshall R Young Oil Co
DATED October 26, 2006
RECORDED Oil and Gas Lease filed as Instrument No D206402250 in the Official Public Records of Tarrant County, Texas

LEASE TX4390854 00
LESSOR Truck and Trailer Services, Inc , a Texas corporation
LESSEE Quicksilver Resources Inc
DATED February 26, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209082158 in the Official Public Records of Tarrant County, Texas

LEASE TX4390759 00
LESSOR Martin S Moore, husband and Barbara Moore, wife
LESSEE Quicksilver Resources Inc
DATED October 24, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208422773 in the Official Public Records of Tarrant County, Texas

LEASE TX4390532 00
LESSOR Jesse B Aguirre and wife, Dora M Aguirre
LESSEE Quicksilver Resources Inc
DATED August 9, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416401 in the Official Public Records of Tarrant County, Texas.

LEASE TX4390922 00
LESSOR Rustem Gashi, husband and Mary Gashi, wife
LESSEE Quicksilver Resources Inc
DATED June 18, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209195609 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390259 00
LESSOR	Terri Dawn Delpho
LESSEE	Marshall R Young Oil Co.
DATED	April 20, 2007
RECORDED	Oil and Gas Lease filed as Instrument No D207160561 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390517 00
LESSOR	Sherry J Lawhon and husband, Charles W. Lawhon
LESSEE	Quicksilver Resources Inc
DATED	July 19, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No. D208378506 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390355 00
LESSOR	Norville Lewis Riggan, Sr
LESSEE	Marshall R Young Oil Co
DATED	November 12, 2007
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D207432550 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390518 00
LESSOR	Richard L Watkins and wife, Diana Kaye Watkins
LESSEE	Quicksilver Resources Inc
DATED	June 4, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208378508 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390328 00
LESSOR	Carole Anne Smith and Dorothy Burge Smith D/B/A/ Casco Properties
LESSEE	Marshall R Young Oil Co
DATED	July 12, 2007
RECORDED	Oil and Gas Lease filed as Instrument No. D207288508 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390231 00
LESSOR	Nathan Craig Davis
LESSEE	Marshall R Young Oil Co
DATED	February 1, 2007
RECORDED	Oil and Gas Lease filed as Instrument No D207090357 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390258 00
LESSOR	Eldon F Essex and wife, Dorothy Essex
LESSEE	Marshall R Young Oil Co
DATED	April 20, 2007
RECORDED	Oil and Gas Lease filed as Instrument No D207160562 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390812 00
LESSOR	Full Gospel Tabernacle Church d/b/a Word of Faith Praise Center
LESSEE	Quicksilver Resources Inc
DATED	October 28, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No. D209029810 in the Official Public Records of Tarrant County, Texas

21-02-9

LEASE	TX4390948 00
LESSOR	Donald K Siewert aka Kent Siewert, husband and Patricia L Siewert aka Patricia Siewert, wife
LESSEE	Quicksilver Resources Inc
DATED	August 4, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209254721 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390891 01
LESSOR	Charlene High, wife, and Howard High, husband
LESSEE	Quicksilver Resources Inc
DATED	March 28, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209125156 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390891 02
LESSOR	Anthony Martinez
LESSEE	Quicksilver Resources Inc
DATED	March 28, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209125155 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390891 03
LESSOR	Connie Simmons, wife, and Bobby Simmons, husband
LESSEE	Quicksilver Resources Inc
DATED	March 25, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209125157 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390891 04
LESSOR	Steven W Pittman, husband, and Luann Pittman, wife
LESSEE	Quicksilver Resources Inc
DATED	March 28, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209125158 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390891 05
LESSOR	Rose Pitman
LESSEE	Quicksilver Resources Inc
DATED	April 20, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209119323 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390891 06
LESSOR	Tanna Martinez
LESSEE	Quicksilver Resources Inc
DATED	February 15, 2010
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D210046611 in the Official Public Records of Tarrant County, Texas.

LEASE	TX4390353 00
LESSOR	Larry Riggan
LESSEE	Quicksilver Resources Inc
DATED	November 2, 2007
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D207409033 in the Official Public Records of Tarrant County, Texas

21.02.9

LEASE TX4390677 00
LESSOR Jimmy Earl Reed, husband and Patricia Maria Reed, wife
LESSEE Quicksilver Resources Inc
DATED September 4, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208464757 in the Official Public Records of Tarrant County, Texas

LEASE TX4390380 00
LESSOR Robert W McCreary and wife, Sandra McCreary
LESSEE Marshall R Young Oil Co
DATED September 21, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207459986 in the Official Public Records of Tarrant County, Texas

LEASE TX4390808 00
LESSOR State of Texas
LESSEE Quicksilver Resources Inc
DATED December 16, 2008
RECORDED Oil and Gas Lease filed as Instrument No D209004253 in the Official Public Records of Tarrant County, Texas

LEASE TX4390947 00
LESSOR Jose A Ponce, as Attorney in fact for Blanca Gaona
LESSEE Quicksilver Resources Inc
DATED August 24, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209248926 in the Official Public Records of Tarrant County, Texas

LEASE TX4390381 00
LESSOR John J Koslow and wife, Judy Koslow
LESSEE Marshall R Young Oil Co
DATED November 30, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207458155 in the Official Public Records of Tarrant County, Texas

LEASE TX4390382 00
LESSOR Tony Leroy Black
LESSEE Marshall R Young Oil Co
DATED November 30, 2007
RECORDED Oil and Gas Lease filed as Instrument No D207458157 in the Official Public Records of Tarrant County, Texas

LEASE TX4390416 00
LESSOR Nathaniel Hall aka N J Hall, husband and Hattie Alma Hall, wife
LESSEE Quicksilver Resources Inc
DATED April 11, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208196888 in the Official Public Records of Tarrant County, Texas

LEASE TX4390064 00
LESSOR. Robert Ward Williams
LESSEE Marshall R Young Oil Co
DATED November 18, 2005
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D205384592 in the Official Public Records of Tarrant County, Texas

21.02.9

LEASE	TX4390387 00
LESSOR	PTC Partners, Ltd , acting by Luther M Parkerson, President of LETT & T, L L C , General Partner of PTC Partners, Ltd
LESSEE	Quicksilver Resources Inc
DATED	January 31, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208093949 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390384 00
LESSOR	Luminant Mineral Development Company, LLC
LESSEE	Quicksilver Resources Inc
DATED	December 21, 2007
RECORDED	Oil and Gas Lease filed as Instrument No D208037639 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390431 00
LESSOR	Betty J Dragoo
LESSEE	Quicksilver Resources Inc
DATED	July 29, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208378505 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390936 00
LESSOR	Scott Hensel
LESSEE	Quicksilver Resources Inc
DATED	July 21, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209220529 in the Official Public Records of Tarrant County, Texas

LESSOR	Raymond Leslie Whaley, Sr
LESSEE	Dale Property Services, LLC
DATED	August 3, 2007
RECORDED	Oil and Gas Lease filed as Instrument No D207296821 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390903 00
LESSOR	Raymond Leslie Whaley, Sr
LESSEE	Quicksilver Resources Inc
DATED	May 14, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209140939 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390430 00
LESSOR	Enrique L Casas and Guadelupe Casas, husband and wife
LESSEE	Quicksilver Resources Inc
DATED	June 4, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208293787 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390513 00
LESSOR	James L Braden, Jr
LESSEE	Quicksilver Resources Inc
DATED	July 7, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208378509 in the Official Public Records of Tarrant County, Texas.

21.02.9

LEASE	TX4390514 00
LESSOR	Mary Foster
LESSEE	Quicksilver Resources Inc
DATED	June 26, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208326306 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390529 00
LESSOR	Verna L Taylor a k a Verna Lee Taylor
LESSEE	Quicksilver Resources Inc
DATED	July 22, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208416397 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390435 00
LESSOR	Samantha McCool
LESSEE	Quicksilver Resources Inc
DATED	June 4, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208326300 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390412 00
LESSOR	Oakwood Baptist Church, acting by David R Henley, Pastor of Oakwood Baptist Church
LESSEE	Quicksilver Resources Inc
DATED	February 15, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208113674 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390525 00
LESSOR	David York
LESSEE	Quicksilver Resources Inc
DATED	August 11, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208416398 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390970 00
LESSOR	JS Properties
LESSEE	Quicksilver Resources Inc
DATED	December 1, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D210002550 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390542 00
LESSOR	Andrew Soto, husband and Olivia De Soto, wife
LESSEE	Quicksilver Resources Inc
DATED	August 26, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208416402 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390549 00
LESSOR	D C Vandervoort, husband and Rachel Vandervoort, wife
LESSEE	Quicksilver Resources Inc.
DATED	September 27, 2008
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D208416415 in the Official Public Records of Tarrant County, Texas

21.02.9

LEASE TX4390728 00
LESSOR Gracie Caughron Barnes
LESSEE Quicksilver Resources Inc
DATED September 1, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208411703 in the Official Public Records of Tarrant County, Texas

LEASE TX4390591 00
LESSOR Metro Builders
LESSEE Quicksilver Resources Inc
DATED September 12, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416386 in the Official Public Records of Tarrant County, Texas

LEASE TX4390557 00
LESSOR Patricia Ann Singleton, Individually and as Sole Beneficiary under the Will of L C Autrey, deceased
LESSEE Quicksilver Resources Inc
DATED August 31, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416414 in the Official Public Records of Tarrant County, Texas

LEASE TX4390813 00
LESSOR Augustin Tellez, husband and Maria G Tellez, wife
LESSEE Quicksilver Resources Inc
DATED December 2, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209029821 in the Official Public Records of Tarrant County, Texas

LEASE TX4390761 00
LESSOR Paul Gregory Joel
LESSEE Quicksilver Resources Inc
DATED September 14, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208422772 in the Official Public Records of Tarrant County, Texas

LEASE TX4390815 00
LESSOR Ngoc D Bui & wife, Ngocanh T Tran
LESSEE Quicksilver Resources Inc
DATED October 22, 2008
RECORDED Oil and Gas Lease filed as Instrument No D209029808 in the Official Public Records of Tarrant County, Texas

LEASE TX4390830 00
LESSOR Michael A Foster
LESSEE Quicksilver Resources Inc
DATED December 5, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209028324 in the Official Public Records of Tarrant County, Texas

LEASE TX4390865 00
LESSOR Merrill A Nelson and Helen Nelson, husband and wife
LESSEE Quicksilver Resources Inc
DATED March 25, 2009
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209093866 in the Official Public Records of Tarrant County, Texas

21.02.9

LEASE TX4390434 00
LESSOR Luberta Fullilove
LESSEE Quicksilver Resources Inc
DATED June 13, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208326301 in the Official Public Records of Tarrant County, Texas

LESSOR Garth O Grant and wife, Shawdna D Mason
LESSEE Dale Property Services, L L C
DATED May 16, 2008
RECORDED Oil and Gas Lease filed as Instrument No D208211891 in the Official Public Records of Tarrant County, Texas

LESSOR Uria Lester Sr and Doris lester
LESSEE Paloma Barnett, LLC
DATED December 17, 2007
RECORDED Oil and Gas Lease filed as Instrument No D208069117 in the Official Public Records of Tarrant County, Texas

LEASE TX4390550 00
LESSOR Danny B Blackwell, husband and Anita Blackwell, wife
LESSEE Quicksilver Resources Inc.
DATED August 26, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D208416409 in the Official Public Records of Tarrant County, Texas

LESSOR Eduardo Hinojosa
LESSEE Paloma Barnett, LLC
DATED October 5, 2007
RECORDED Oil and Gas Lease filed as Instrument No D208031030 in the Official Public Records of Tarrant County, Texas

LESSOR Free House of Worship Church
LESSEE Paloma Barnett, LLC
DATED December 17, 2008
RECORDED Oil and Gas Lease filed as Instrument No D208080072 in the Official Public Records of Tarrant County, Texas

LEASE TX4390122 00
LESSOR Nelda Tomlin McCaslin
LESSEE Marshall R Young Oil Co
DATED May 9, 2006
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No. D208464767 in the Official Public Records of Tarrant County, Texas

LESSOR Maggie Curry
LESSEE Paloma Barnett, LLC
DATED January 14, 2008
RECORDED Oil and Gas Lease filed as Instrument No D208104310 in the Official Public Records of Tarrant County, Texas

LEASE. TX4390805 00
LESSOR Mike Honeycutt
LESSEE Quicksilver Resources Inc
DATED. November 15, 2008
RECORDED Memorandum of Oil and Gas Lease filed as Instrument No D209029819 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390884 01
LESSOR	Martha Abernathy, wife and Cliff Abernathy, husband
LESSEE	Quicksilver Resources Inc
DATED	March 28, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209109108 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390884 02
LESSOR	Brenda Killingsworth
LESSEE	Quicksilver Resources Inc
DATED	March 28, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209109109 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390884 03
LESSOR	William Stephens
LESSEE	Quicksilver Resources Inc
DATED	February 1, 2010
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D210039890 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390884 04
LESSOR	James Stephens, husband and Mary Stephens, wife
LESSEE	Quicksilver Resources Inc
DATED	February 19, 2010
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D210039891 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390884 05
LESSOR	Andrew Gage
LESSEE	Quicksilver Resources Inc
DATED	February 19, 2010
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D210039892 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390884 06
LESSOR	Mary Frances Saenz
LESSEE	Quicksilver Resources Inc
DATED	February 1, 2010
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D210039894 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390884 07
LESSOR	Margie Erwin, wife and Jim E Erwin, husband
LESSEE	Quicksilver Resources Inc
DATED	February 1, 2010
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D210039893 in the Official Public Records of Tarrant County, Texas

LEASE	TX4390913 00
LESSOR	The City of Fort Worth
LESSEE	Quicksilver Resources Inc
DATED	June 16, 2009
RECORDED	Memorandum of Oil and Gas Lease filed as Instrument No D209166519 in the Official Public Records of Tarrant County, Texas

21.12.4

MINERAL INTERESTS

FILE # TX4390559 99
GRANTOR Julia Reese
GRANTEE Quicksilver Resources Inc
DATED October 31, 2008
RECORDED General Warranty Deed, Document No 208432180 in the Official Public Records of Tarrant County, Texas

FILE # TX4390969 99
GRANTOR Annie Mae Rudd
GRANTEE Quicksilver Resources Inc
DATED January 9, 2010
RECORDED General Warranty Deed, Document No 210006291 in the Official Public Records of Tarrant County, Texas

FILE # TX4390976 99
GRANTOR Mary Ruth Sparks as Attorney-in-Fact for Alan Sparks
GRANTEE Quicksilver Resources Inc
DATED February 3, 2010
RECORDED General Warranty Deed, Document No 210030172 in the Official Public Records of Tarrant County, Texas

FILE # TX4391002 99
GRANTOR Raymond Roscoe Chance, Jr
GRANTEE Quicksilver Resources Inc
DATED April 13, 2010
RECORDED General Warranty Deed, Document No. 210086539 in the Official Public Records of Tarrant County, Texas

FILE # TX4390423 99
GRANTOR Rebel Realty, Inc
GRANTEE Quicksilver Resources Inc
DATED June 30, 2008
RECORDED General Warranty Deed, Document No 208255102 in the Official Public Records of Tarrant County, Texas

FILE # TX4390424 99
GRANTOR Lloyd C Blair
GRANTEE Quicksilver Resources Inc
DATED June 30, 2008
RECORDED General Warranty Deed, Document No 208255101 in the Official Public Records of Tarrant County, Texas

FILE # TX4390980 99
GRANTOR Dennis Dean Jones
GRANTEE Quicksilver Resources Inc
DATED January 25, 2010
RECORDED General Warranty Deed, Document No 210035126 in the Official Public Records of Tarrant County, Texas

FILE # TX4390995 99
GRANTOR Samuel W Ogden and Connie S Ogden
GRANTEE Quicksilver Resources Inc
DATED April 2, 2010
RECORDED General Warranty Deed, Document No 210079050 in the Official Public Records of Tarrant County, Texas

FILE #	TX4390991 99
GRANTOR	Michelle Dionisia Martinez Morrison aka Michelle D Morrison
GRANTEE	Quicksilver Resources Inc
DATED	February 28, 2010
RECORDED	General Warranty Deed, Document No 210086544 in the Official Public Records of Tarrant County, Texas

FILE #	TX4390968 99
GRANTOR	Ronald Lee Robey and Naomi Robey, husband and wife
GRANTEE	Quicksilver Resources Inc
DATED	January 10, 2010
RECORDED.	General Warranty Deed, Document No 210006292 in the Official Public Records of Tarrant County, Texas

End of EXHIBIT "A"

21-02-9

EXHIBIT "B"

Attached to and made a part of that certain Designation of Lawhon West Unit
Dated June 3, 2010

BOUNDARY DESCRIPTION FOR
QUICKSILVER RESOURCES, INC.
329.538 ACRES LAWHON WEST UNIT OUT OF THE
U. WUTHRICK SURVEY ABSTRACT. NO 1693 AND
THE J.M. DANIEL SURVEY ABSTRACT NO. 395
FORT WORTH, ARLINGTON, TARRANT COUNTY, TEXAS

BEING a tract of land out of the U Wuthrick Survey Abstract No 1693 and the J M Daniel Survey Abstract No 395 and being the combination of 234 leases and 18 unleased tracts (See attached table at the end of this Description) said tract being tied to the Texas Coordinate System, North Central Zone using GPS surveying methods, bearings are grid, distances are horizontal ground measurements and being more particularly described as follows

BEGINNING at a point in the south line of Eastland Street at the northwest corner of the Memordum of oil, gas and mineral lease to Scott Hensel dated July 21, 2009 and recorded in document number D209220526 of the Deed Records of Tarrant County, Texas (D R T C T), said corner having NAD 83 State Plane Coordinates of North 6942005 758 and East 2355506 132,
THENCE, North 89° 09' 03" East, along the south line of Eastland St , a distance of 110 0',
THENCE, North 89° 58' 47" East, continuing along said south line, a distance of 348 49',
THENCE, North 89° 46' 52" East, continuing along said south line, a distance of 408 8',
THENCE, North 89° 52' 59" East, continuing along said south line, a distance of 784.09';
THENCE, North 00° 37' 21" West, continuing along said south line, a distance of 11 78',
THENCE, North 89° 24' 30" East, continuing along said south line, a distance of 142 92',
THENCE, North 89° 24' 27" East, continuing along said south line, a distance of 74 86',
THENCE, North 89° 21' 15" East, continuing along said south line, a distance of 113 75',
THENCE, South, continuing along said south line, a distance of 11 0',
THENCE, South 89° 57' 12" East, continuing along said south line, a distance of 566 97',
THENCE, North 88° 27' 22" East, continuing along said south line, a distance of 211 99' to a point in the center of southeast Loop 820,
THENCE, North 24° 17' 49" East, along the center of Loop 820, a distance of 267 06';
THENCE, South 69° 50' 16" East, a distance of 2,487 39' to a point in the east line of Melody Oaks an addition to the City of Fort Worth as recorded in Volume 388-11, Page 112 of the D R T C T ,
THENCE, South 00° 14' 14" East, a distance of 299 74' to the southeast corner of said Melody Oaks at the northeast corner of a tract of land conveyed to Vass'e Interprises Inc (Vass'e tract) by deed as recorded in instrument Number D207095424 of the D R T C T ,
THENCE, South 0° 08' 47" East, along the east line of said Vass'e tract, a distance of 554 59' to the southeast corner of said Vass'e tract at the northeast corner of Lot 1 Block 1 of Summer Lake Estates an addition to the City of Fort Worth as recorded in Volume 388-178, Page 28 of the D R T C T ,
THENCE, South 00° 06' 53" East, along the east line of said Lot 1, a distance of 967 33' to the southeast corner of said Lot 1 at the northeast corner of a tract of land conveyed to Willie D. Strawther (Strawther tract) by deeds recorded in Volume 6702, Page 442 and Volume 6702, Page 446 of the D R T C T ;

THENCE, South 0° 06' 53" East, along the east line of said Strawther tract a distance of 298 10' to the southeast corner of said Strawther tract at the northeast corner of a tract of land conveyed to Etrust Retirement Services Inc (Etrust tract) by deed as recorded in instrument number D207374370 of the D R.T.C T ,
THENCE, South 00° 10' 17" East, along the east line of said Etrust tract, a distance of 378 0';
THENCE, South 43° 31' 55" West, continuing along the east line of said Etrust tract, a distance of 27 49' to a point in the center of Wilbarger Street,
THENCE, North 48° 49' 04" West, along the center of said Wilbarger Street, a distance of 65 67' to a point at the beginning of a curve to the left whose center bears South 39° 14' 42" West, a distance of 768 09',

21.02.9

THENCE, Northwesterly along the center of Wilbarger Street and along said curve to the left through a central angle of 34°15' 57" and an arc length of 459.35' to a point at the beginning of a curve to the left whose center bears South 03° 14' 48" West, a distance of 4902 0',
THENCE, Northwesterly continuing along the center of Wilbarger Street and along said curve to the left through a central angle of 4°53'32" and an arc length of 418 56',
THENCE, South 88° 08' 46" West, continuing along the center of Wilbarger Street, a distance of 25 26',
THENCE, North 00° 53' 03" West, continuing along the center of Wilbarger Street, a distance of 11 67',
THENCE, South 89° 12' 47" West, continuing along the center of Wilbarger Street, a distance of 1772 96',
THENCE, North 69° 50' 16" West, a distance of 3,168 88' to a point in the center of Carey street,
THENCE, North 00° 47' 20" West, along the center of Carey Street, a distance of 1,392 04',
THENCE, North 88° 35' 20" East, a distance of 491 38',
THENCE, North 00° 48' 31" West, a distance of 415 0' to the Point of Beginning and containing 329 538 acres

June 3, 2010

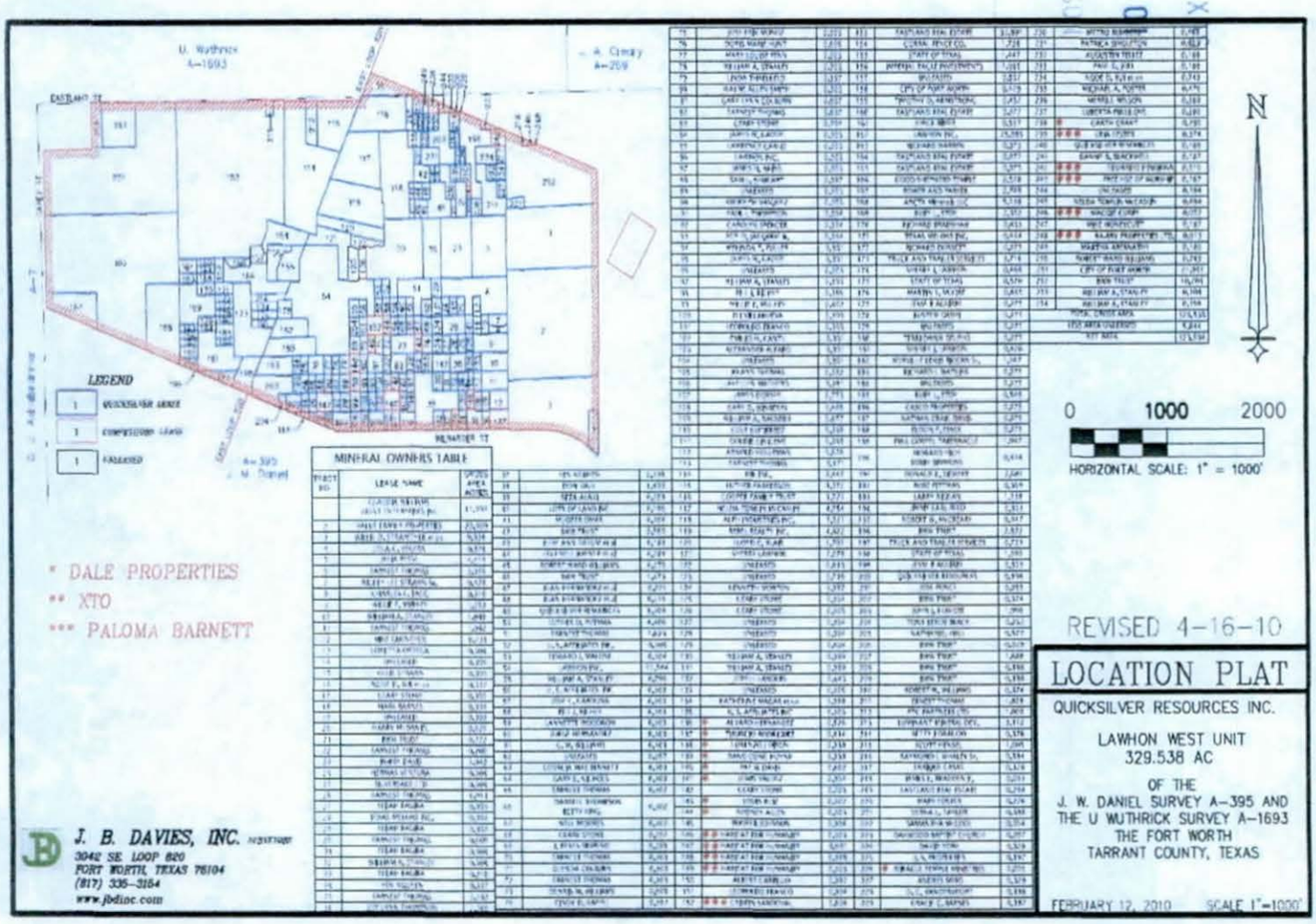
End of EXHIBIT "B"

21.02.9

EXHIBIT "C"

Attached to and made part of that certain Designation of Lawhon West Unit
Dated June 3, 2010.

FILED
TARRANT COUNTY TEX
2010 JUN -4 AM 8: 0
SUZANNE HENDERSON
COUNTY CLERK
BY



End of EXHIBIT "C"

RETURN TO:
QUICKSILVER RESOURCES, INC.
MR. BYRON DUNN
777 WEST ROSEDALE ST., SUITE 300
FORT WORTH, TEXAS 76104

21024

File No. 109585
Lawhon West #5957

Date Filed: 10.31.12
Jerry E. Patterson, Commissioner
By: B Boyd

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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

COPY

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

FILED
TARRANT COUNTY TEXAS
2011 MAR -1 PM 12: 31
MARY LOUISE GA
COUNTY CLERK

SECOND AMENDMENT TO DESIGNATION OF UNIT

WHIZ-Q WEST UNIT

WHEREAS, under date of July 12, 2010, Quicksilver Resources Inc. executed the following described unit, to wit:

Designation of Unit for the Whiz-Q West Unit, dated July 12, 2010, from Quicksilver Resources Inc. to the Public, filed July 16, 2010, as Instrument Number D210172194, in the Official Public Records, Tarrant County, Texas (hereinafter the "Whiz-Q West Unit"); and

WHEREAS, the undersigned, Quicksilver Resources Inc. desires to amend Exhibit "A" to the Whiz-Q West Unit to include two additional Oil and Gas Leases which cover lands that lie within the Whiz-Q West Unit but which were inadvertently excluded from the attached Exhibit "A" at the time the Whiz-Q West Unit Designation was initially filed in Tarrant County, Texas, and again when the Whiz-Q West Unit Designation was subsequently amended on October26, 2010.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Quicksilver Resources Inc. does hereby:

1. Amend Exhibit "A" to the Whiz- Q West Unit to add the following Oil and Gas Leases and thereby commit said Oil and Gas Leases to the Whiz-Q West Unit:

LEASE #: TX4390985.00
LESSOR: State of Texas
LESSEE: Quicksilver Resources Inc.
DATED: February 2, 2010
RECORDED: Recorded as Instrument Number D210039889 in the Official Public Records of Tarrant County, Texas.

✓ LEASE #: TX4391010.00
LESSOR: State of Texas
LESSEE: Quicksilver Resources Inc.
DATED: March 23, 2010
RECORDED: Recorded as Instrument Number D210086560 in the Official Public Records of Tarrant County, Texas.

Quicksilver Resources Inc. does hereby ratify, confirm and adopt the Whiz-Q West Unit and all of its terms and provisions, as contained in the above-referenced Designation of Unit, as previously amended and as amended hereby.

This Second Amendment to the Whiz-Q West Unit shall be effective as of July 12, 2010.

EXECUTED on the 1st day of March, 2011, but effective for all purposes, as provided above.

TX-000490.A

21.02.4

RB

QUICKSILVER RESOURCES INC.

By: _____
Clay Blum, Vice President – US Land

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 1st day of March, 2011, by Clay Blum, as Vice President – US Land, on behalf of Quicksilver Resources Inc., a Delaware corporation, on behalf of said corporation in the capacity stated.

MIMI ELAINE KEENOM
My Commission Expires
March 13, 2013

_____
Notary Public in and for the State of Texas

When Recorded Please Return To:
Kevin Sulley
Quicksilver Resources Inc.
801 Cherry Street, Suite 3700 – Unit 19
Fort Worth, Texas 76102

21.02.9

MARY LOUISE GARCIA

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

KEVIN SULLEY
QUICKSILVER RESOURCES INC
801 CHERRY ST STE 3700 UNIT 19
FT WORTH, TX 76102

Submitter: CRAWFORD GUPTON

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 3/1/2011 12:33 PM
Instrument #: D211048300
OPR 3 PGS $20.00

By: Mary Louise Garcia

D211048300

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.

Prepared by: CAMADDOCK

21-02-9

SUZANNE HENDERSON

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

BYRON DUNN
QUICKSILVER RESOURCES INC
777 W ROSEDALE 300
FTW, TX 76104

Submitter: JAMES M NICHOLAS

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Filed For Registration: 7/16/2010 1:30 PM
Instrument #: D210172194
OPR 15 PGS $68.00

By: _____

D210172194

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.

Prepared by: DBWARD

21-02-9

NOTICE OF CONFIDENTIALITY: 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 THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

D210269419

2010 NOV -1 AM 9:44

FILED

RATIFICATION OF DESIGNATION OF UNIT
WHIZ-Q WEST UNIT

Recitals

i. Quicksilver Resources Inc. ("Quicksilver") has heretofore executed that certain Designation of Unit dated July 12, 2010, for the Whiz-Q West Unit (the "Unit"), which is recorded as instrument number D210172194 in the records of Tarrant County, Texas. By virtue of such filing, Quicksilver formed the Unit made up of certain oil and gas leases (the "Leases"), or portions thereof, as more particularly described in the Designation of Unit and as depicted on the Plat attached hereto as Exhibit "A".

ii. Fort Worth Terminals LLC, a Michigan limited liability company owns a mineral interest in the leasehold estate and wishes to ratify the Designation of Unit and affirm the inclusion in the Unit.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, by virtue of the authority conferred by the provisions contained in the Leases, Fort Worth Terminals Inc. executes this instrument for the purpose of pooling, consolidating, combining and unitizing their mineral interest into the Unit in accordance with all of the provisions contained in the Designation of Unit as if Fort Worth Terminals LLC. had executed the original Designation of Unit. In this connection, Fort Worth Terminals LLC. hereby adopts all of the provisions contained in the Designation of Unit as to its interest in the Leases as if such provisions were here set forth in full.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective the 20th day of October, 2010.

Fort Worth Terminals LLC

By: _____

MARY A GALLO
Notary Public, State of Michigan
County of Macomb
My Commission Expires Nov. 29, 2013
Acting in the County of MAComB

STATE OF Michigan §

COUNTY OF MAComB §

This instrument was acknowledged before me on the 20th day of October, 2010, by Thomas J. Haulett, the President of **Fort Worth Terminals LLC.**, a Michigan limited liability company.

_____
Notary Public, State of Texas

MARY A GALLO
NOTARY PUBLIC
COUNTY OF MACOMB
My Commission Expires
NOV 29, 2013
Acting in the County of
STATE OF MICHIGAN

PLEASE RETURN TO:
Mr. Crawford Gupton
Quicksilver Resources Inc.
801 Cherry Street, Suite 3700
Fort Worth, Texas 76102

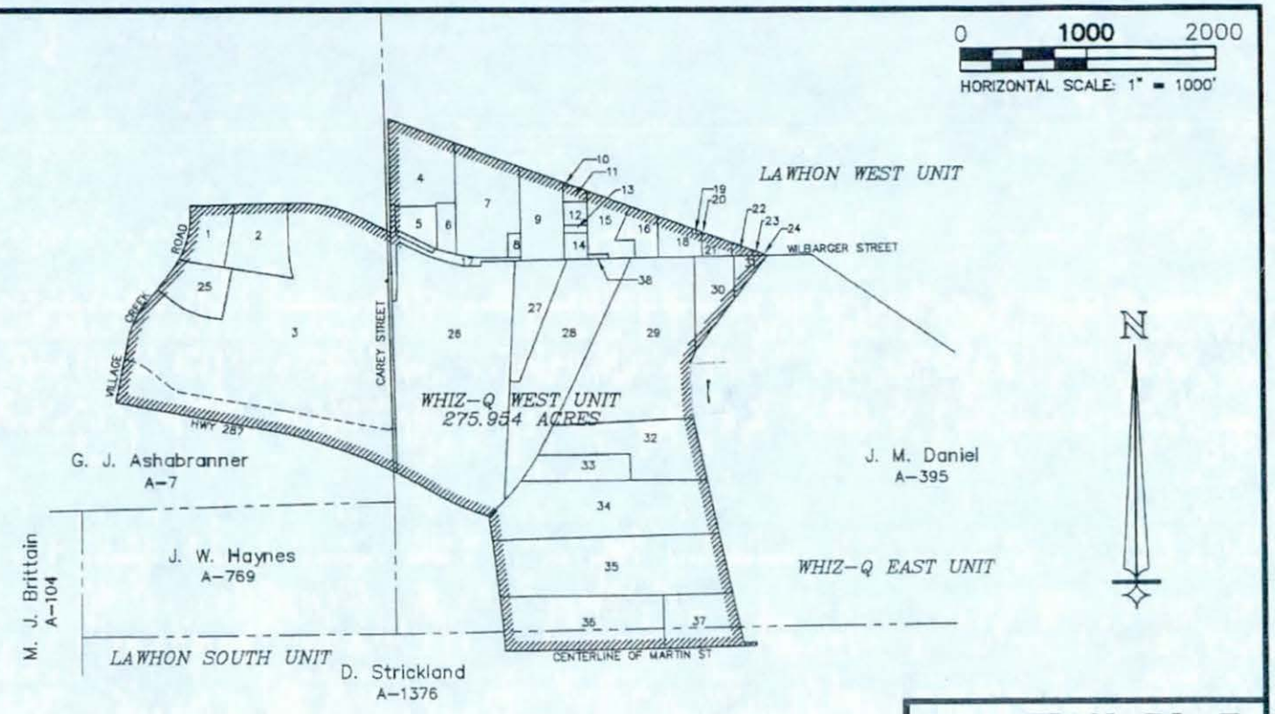
TX-000490.A

21.02.9

EXHIBIT "A"

Attached to and made a part of that certain Ratification of Designation of Unit
Whiz-Q West Unit

MINERAL OWNERS TABLE		
TRACT NO.	LEASE NAME	GROSS AREA ACRES
1	UNLIMITED FAITH II LLC	3.549
2	WORLD MISSIONARY BAPTIST CHURCH	5.869
**3	WINGATE INTERESTS, LLC	64.077
4	BOWER AND PARKER INVESTMENTS INC.	6.969
5	FRANK NGUYEN	2.314
6	T & O SERVICES MARKETING INC.	1.351
7	LAWHON INC.	9.036
8	LARRY PEABODY	0.441
9	ARC1BTX LP.	5.302
10	ROSE PITTMAN	0.030
11	ROBERT W. McCKLARY	0.488
12	JIM R. KERSEY	0.803
13	MARY STEWART	0.268
14	JIM R. KERSEY	0.895
15	TRUCK AND TRAILER SERVICES INC.	3.299
16	STATE OF TEXAS	2.119
17	STATE OF TEXAS	1.900
18	JOHN J. KOSLOW	2.060
19	TONY LEROY BLACK	0.051
20	NATHANIEL HALL	0.007
21	EARNEST THOMAS	0.819
22	JO ANN THOMAS	0.283
23	JO ELLEN MATHEWS	0.057
24	JAMES DORSEY	0.007
* 25	AMR MORSHED	4.217
26	FORT WORTH TERMINALS LLC	39.680
27	GARY REEDER	5.358
28	LAWHON INC.	16.584
29	C & S TRAILER WORLD	23.729
30	RONALD WERTZ	3.941
31	BILLIE MOSITES et al	1.049
* 32	BOGGS KUHLANDER STEELE LLC	9.911
33	JUDEA MISSIONARY CHURCH	3.780
34	OAK CREEK HOUSING	17.317
35	SHRINERS HOSPITALS FOR CHILDREN	19.416
36	TECHLINE	12.388
37	ARC COMMUNITIES 3 LLC.	5.790
38	STATE OF TEXAS	0.140
	TOTAL	275.954



* DALE PROPERTIES
** PALOMA BARNETT

J. B. DAVIES, INC. SURVEYORS
3042 SE. LOOP 820
FORT WORTH, TEXAS 76104
(817) 335-3154
www.jbdinc.com

REVISED 3-24-10 REMOVED STATE LEASE

LOCATION PLAT

QUICKSILVER RESOURCES INC.

WHIZ-Q WEST UNIT 1H
275.954 AC
OF THE
G. J. ASHABRANNER SURVEY A-7
AND THE J. M. DANIEL SURVEY A-395
AND THE D. STRICKLAND SURVEY
A-1376
IN FORT WORTH
TARRANT COUNTY, TEXAS

JULY 09, 2010 SCALE 1"=1000'

SUZANNE HENDERSON

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CRAWFORD GUPTON
QUICKSILVER RESOURCES INC
801 CHERRY STREET 3700
FTW, TX 76102

Submitter: DEUX BULLEYS INC

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/1/2010 9:53 AM

Instrument #: D210269469

OPR 3 PGS $20.00

By: Suzanne Henderson

D210269469

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.

Prepared by: DBWARD

21-02-9

#21 ~~#~~

File No. MF109585
Unit 5957
WH12 Q
Date Filed:
Jerry E. Patterson, Commissioner
By

TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

August 27, 2024

Certified USPS # 7011 1150 0001 2420 0214

Matt Hendrix
Diversified Production, LLC
211 North Robinson Avenue, Suite N-1000
Oklahoma City, OK 73102

Re: Termination of State Leases No. MF 109585, MF 110325, MF 110554, MF 110644, and GLO Unit 6132
- Whiz-Q West Unit Well No. 4H / API No. 42-439-35052 / RRC No. 09-258658
- Whiz-Q West Unit Well No. 5H / API No. 42-439-35056 / RRC No. 09-259961
- Whiz-Q West Unit Well No. 6H / API No. 42-439-35051 / RRC No. 09-259966

Mr. Hendrix:

The Texas General Land Office (GLO) has completed a review of the above captioned State Leases of which Diversified Production, LLC is the current listed operator. The review of our internal records, along with production records provided by the Texas Railroad Commission, indicate the Whiz-Q West Unit Well No. 6H / RRC No. 09-259966 (API No. 42-439-35051) ceased production January of 2024. The above referenced mineral file does not contain documentation of any additional shut-in royalty payments or reworking operations. As such, pursuant to Paragraph No. 2 of the four above-referenced State Leases dated December 16th, 2008 through March 23rd, 2010, the GLO considers the above referenced State Leases and Unit terminated effective May 1st, 2024.

Should you disagree with this assessment please provide evidence to the GLO at the address shown below within thirty (30) days of receipt of this letter. Failure to reply or failure to present sufficient evidence of the continuation of said State Leases will result in the mineral files being endorsed as terminated. You will receive no further communication from this office prior to this endorsement.

Additionally, Title 31, §9.92, of the Texas Administrative Code requires that a recorded original or certified copy of a Release of each State Lease, along with a filing fee of twenty-five dollars ($25.00) per lease, be filed with our office. Please discontinue filing GLO production reports and immediately delete the GLO RRAC control record for these wells. If there are royalties due, our Audit Division will notify you of the amount due. Lastly, when the wells have been plugged, copies of Railroad Commission Form W-3 are required to be filed with our office. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

Best,

Johnny Boatright
Energy Resources
512-305-9106
Johnny.Boatright@glo.texas.gov

#22

File No. MF109585

Tarrant County

Termination letter

Date Filed: 8/27/2024

Commissioner Dawn Buckingham, M.D.

By:

USPS TRACKING #



9590 9402 8834 4005 7421 28

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Johnny Boatright MF 109585 (et al)
ENERGY RESOURCES
TEXAS GENERAL LAND OFFICE
P.O. BOX 12873
AUSTIN, TX 78701

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- 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:

Diversified Production, LLC
c/o Matt Hendrix
211 North Robinson Avenue
Suite N-1000
Oklahoma City, OK 73102



9590 9402 8834 4005 7421 28

2. Article Number *(Transfer from service label)*

7011 1150 0001 2420 0214

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Matt Hendrix ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Matt Hendrix C. Date of Delivery 9/13/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ ured Mail
- ☐ ured Mail Restricted Delivery r $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricte Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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Tracking Number:

70111150000124200214

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Your item was delivered to the front desk, reception area, or mail room at 1:11 pm on September 3, 2024 in OKLAHOMA CITY, OK 73102.

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Delivered, Front Desk/Reception/Mail Room

OKLAHOMA CITY, OK 73102
September 3, 2024, 1:11 pm

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Text & Email Updates ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

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Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

#23

File No. MF109585

Tarrant County

USPS Tracking at Termination Letter

Date Filed: 11/14/2024

Commissioner Dawn Buckingham, M.D.

By: