

MF109979

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF109979	65-902205		TARRANT

<i>Survey</i>	TARRANT COUNTY ROADS
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Block

Block Name

Township

Section/Tract

Land Part

Part Description

<i>Acres</i>	1.88
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<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
0	0	

<i>Name</i>	XTO ENERGY, INC.
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<i>Lease Date</i>	3/10/2009
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<i>Primary Term</i>	18 m
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<i>Bonus (\$)</i>	\$9,400.00
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<i>Rental (\$)</i>	\$0.00
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<i>Lease Royalty</i>	0.2500
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Leasing: BB

Analyst: _____

Maps: _____

GIS: AS

ATTENTION FILE USERS!
This file has been placed in table
of contents order.
RETURN TO VAULT WITH
DOCUMENTS IN ORDER!



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The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (109979)
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 **XTO Energy, Inc.**, whose address is **810 Houston Street, Ft. Worth, TX 76102** hereinafter called "Lessee".

1. Lessor, in consideration of **Nine Thousand Four Hundred 00/100 (\$9,400.00)** 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:

1.88 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 **1.88 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 **18 months, from March 10th, 2009** 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.

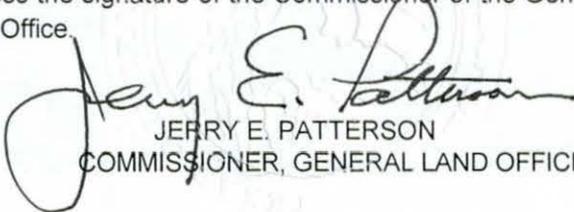
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well 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
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: DR

DC: CLR

CC: OB

EXHIBIT "B"
HORSESHOE HILLS UNIT
GLO POOLING EXHIBIT

BEING A 1.884 ACRE TRACT OF LAND SITUATED IN THE JACOB WILCOX SURVEY, ABSTRACT No. 1724 OF TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT CONCRETE MONUMENT FOUND FOR THE SOUTHEAST CORNER OF TRACT 23 OF THE HORSESHOE HILLS ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME 388-36, PAGE 80 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS;

THENCE N 00°15'52" E A DISTANCE OF 172.62', TO A ½" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 1.884 ACRE TRACT, AND THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE N 82°59'44" W A DISTANCE OF 434.11', TO A POINT;

THENCE N 89°38'03" W A DISTANCE OF 928.31', TO A POINT;

THENCE N 00°17'20" E A DISTANCE OF 59.55', TO A POINT;

THENCE S 89°44'56" E A DISTANCE OF 917.54', TO A POINT;

THENCE S 82°59'44" E A DISTANCE OF 444.93', TO A POINT;

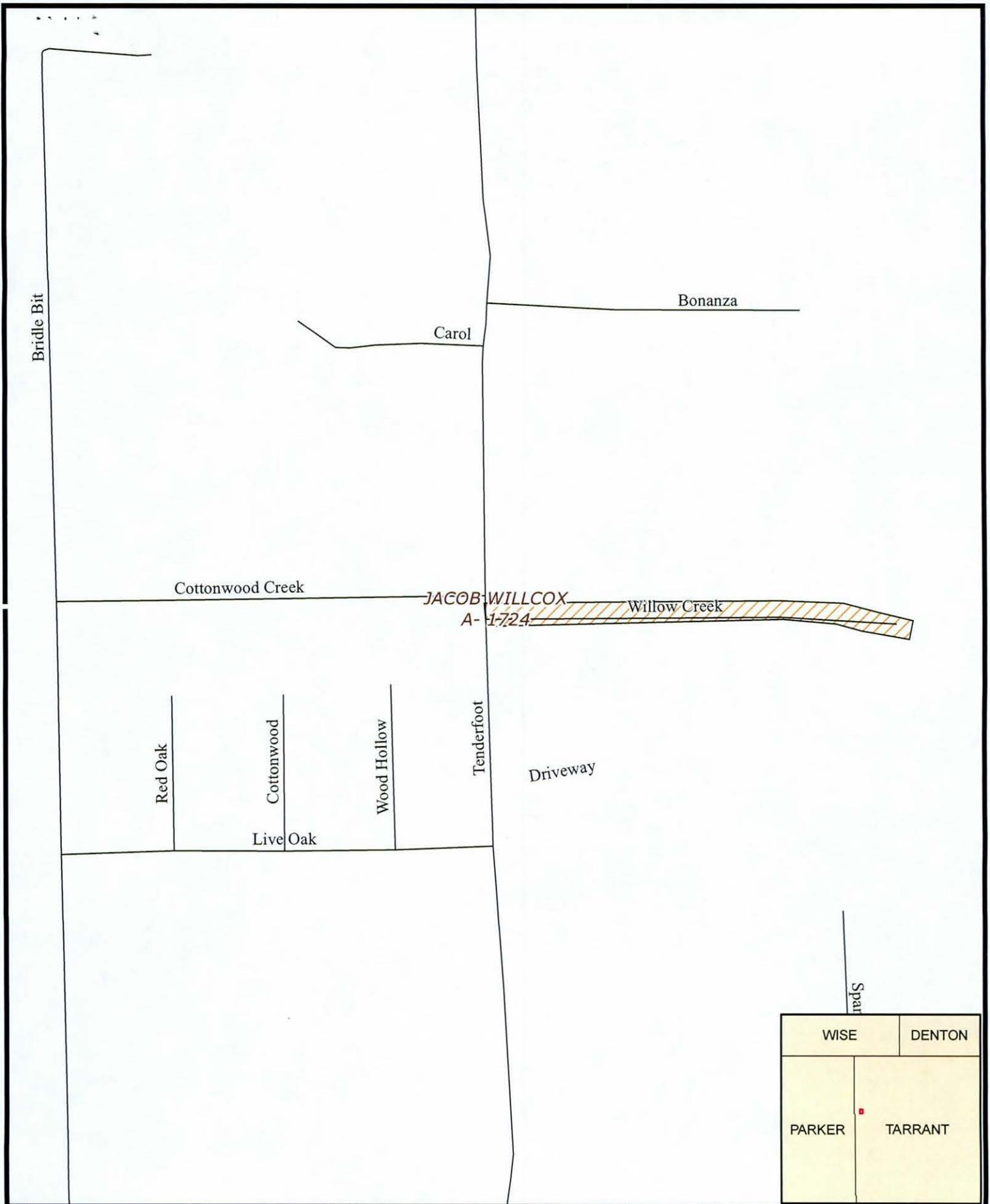
THENCE S 00°15'52" W A DISTANCE OF 60.14', TO THE POINT OF BEGINNING, AND CONTAINING 1.884 ACRES OF LAND, MORE OR LESS.

Exhibit "A"

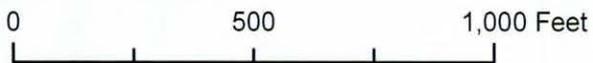
Attached hereto and made a part of that certain Oil and Gas Lease dated March 10th, 2009, by and between the State of Texas, as lessor, and XTO Energy, Inc. as lessee, covering acreage to be leased in Tarrant County, Texas, being part of Willow Creek Road.

1.88 acres of land, more or less, situated in the Jacob Wilcox Survey, A-1724. Said Lands also being the same lands described in the following deeds recorded in the Deeds of Records, Tarrant County.

Deed from Dub Bowen and wife to the County of Dale A. Williams to the County of Tarrant, State of Texas dated 1/6/1986 and recorded in Vol. 8423, P. 1664 of the Deeds of Records, Tarrant County.



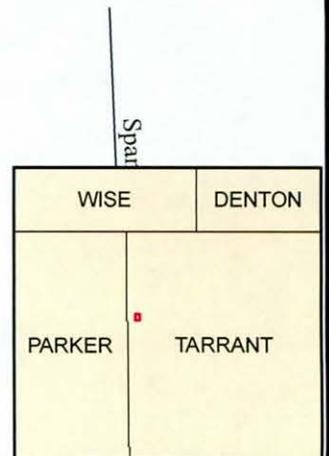
Map showing a
Buffer of Willow Creek Rd.
1.88 ac
Tarrant County
zg 02/09



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
February 27, 2009



1.
File No. MF 109979

Lease

Date Filed: 2/24/09

Jerry Patterson, Commissioner

By [Signature]



February 23, 2009
Federal Express

Commissioner of the General Land Office
Texas General Land Office
Lease Administration
1700 North Congress Avenue, Room 600
Austin, Texas 78701-1498

**RE: Application to lease Highway Right-of-Way
Cottonwood Creek Road
Tarrant County, Texas**

*Have Money
m-*

*5000.00
1/4
18 months
shd w 25.00
?*

Gentlemen:

XTO Energy Inc. hereby proposes to lease the State owned minerals beneath Cottonwood Creek Road right-of-way for the purpose of drilling a horizontal well as shown on the enclosed plat. The 1.88 acre right-of-way tract proceeds west to east through the middle and eastern half of the Horseshoe Hills Unit. The north side is bounded in part by Tract 21, and the south side is bounded by Tracts 21, 119 and 121. The subject tract is not located on Relinquishment Act land.

Adjacent to the north side of the right-of-way are three small unleased tracts covering 100% interest in 1.710 acre; negotiations are currently ongoing in the attempt to lease these tracts. The remaining tracts of land adjacent to the right-of-way on either side are currently under lease to XTO Energy. A maximum bonus consideration of \$5,000.00 per net acre was paid for the leases, which were granted for 18 months and one-fourth royalty.

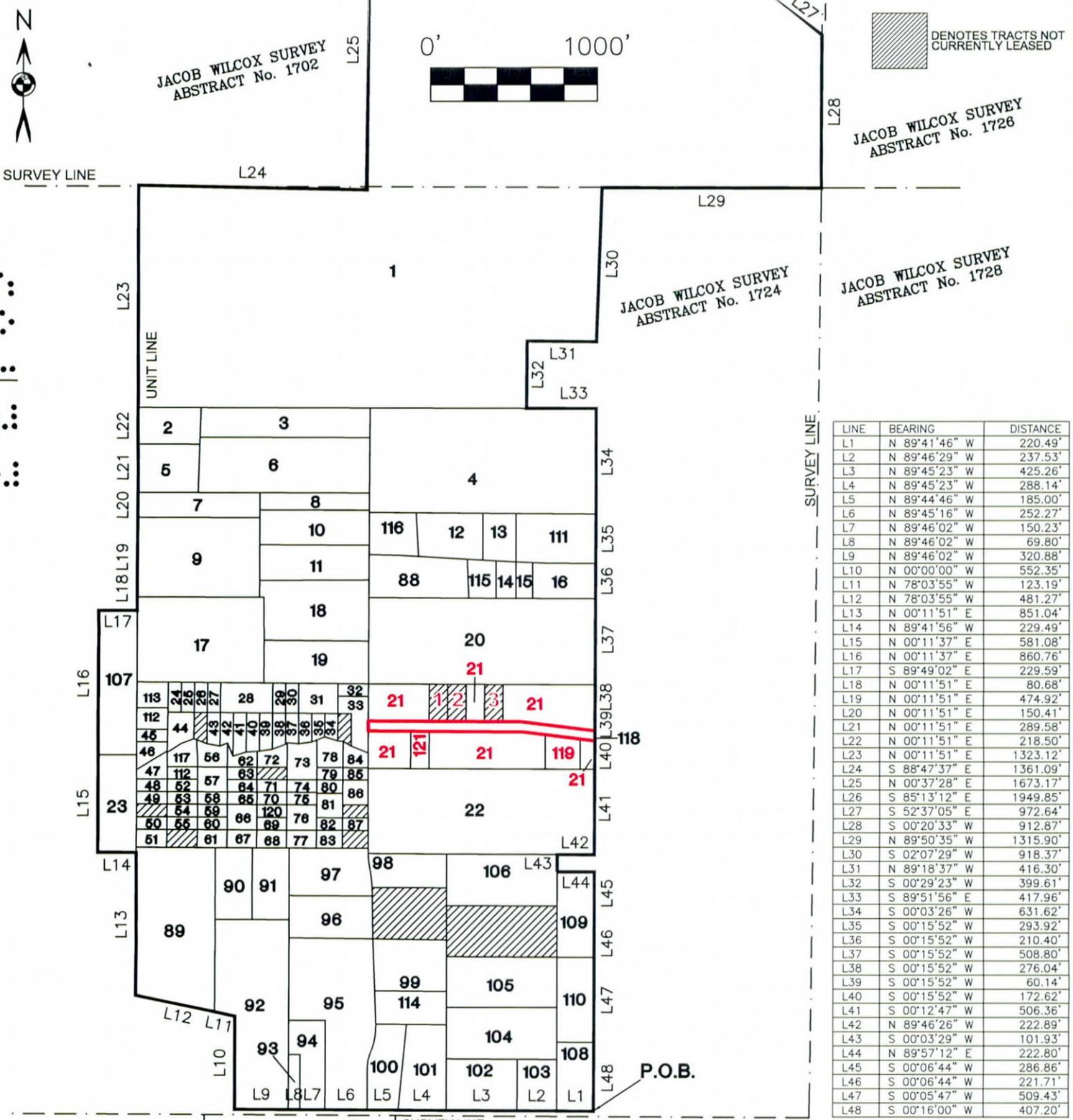
Enclosed herewith are the following materials:

- Check for \$9,641.00 (processing fee, bonus and sales fee)
- Names and addresses of adjacent mineral owners
- Affidavit of Consideration Paid
- Certified copies of leases on adjacent lands
- Copy of State Highway Department Right-of-Way Deed
- Metes and bounds description of right-of-way tract
- Detailed plat of the right-of-way and adjacent tracts, with schedule of ownership
- Preliminary plat of Horseshoe Hills Unit 1H

Please contact me at (817) 885-3130 if you have any questions or need additional information.

Very Truly Yours,

Elizabeth Merritt
Elizabeth Merritt
Land Analyst



LINE	BEARING	DISTANCE
L1	N 89°41'46" W	220.49'
L2	N 89°46'29" W	237.53'
L3	N 89°45'23" W	425.26'
L4	N 89°45'23" W	288.14'
L5	N 89°44'46" W	185.00'
L6	N 89°45'16" W	252.27'
L7	N 89°46'02" W	150.23'
L8	N 89°46'02" W	69.80'
L9	N 89°46'02" W	320.88'
L10	N 00°00'00" W	552.35'
L11	N 78°03'55" W	123.19'
L12	N 78°03'55" W	481.27'
L13	N 00°11'51" E	851.04'
L14	N 89°41'56" W	229.49'
L15	N 00°11'37" E	581.08'
L16	N 00°11'37" E	860.76'
L17	S 89°49'02" E	229.59'
L18	N 00°11'51" E	80.68'
L19	N 00°11'51" E	474.92'
L20	N 00°11'51" E	150.41'
L21	N 00°11'51" E	289.58'
L22	N 00°11'51" E	218.50'
L23	N 00°11'51" E	1323.12'
L24	S 88°47'37" E	1361.09'
L25	N 00°37'28" E	1673.17'
L26	S 85°13'12" E	1949.85'
L27	S 52°37'05" E	972.64'
L28	S 00°20'33" W	912.87'
L29	N 89°50'35" W	1315.90'
L30	S 02°07'29" W	918.37'
L31	N 89°18'37" W	416.30'
L32	S 00°29'23" W	399.61'
L33	S 89°51'56" E	417.96'
L34	S 00°03'26" W	631.62'
L35	S 00°15'52" W	293.92'
L36	S 00°15'52" W	210.40'
L37	S 00°15'52" W	508.80'
L38	S 00°15'52" W	276.04'
L39	S 00°15'52" W	60.14'
L40	S 00°15'52" W	172.62'
L41	S 00°12'47" W	506.36'
L42	N 89°46'26" W	222.89'
L43	S 00°03'29" W	101.93'
L44	N 89°57'12" E	222.80'
L45	S 00°06'44" W	286.86'
L46	S 00°06'44" W	221.71'
L47	S 00°05'47" W	509.43'
L48	S 00°16'00" W	407.20'

WILLIAM E. BOSWELL SURVEY ABSTRACT No. 240
 E.T. RICE SURVEY ABSTRACT No. 1940
 E.W. BILLINGTON SURVEY ABSTRACT No. 239

**Application to Lease State Highway Right-of-Way
 Adjacent Mineral/Lease Ownership**

Tract No.	Lessor/Mineral Owner	Working Interest Holder	Date	Mineral Interest	Acreage
21	Khosrow Sadeghian a married man	XTO Energy Inc.	11/14/2008	100%	10.780
119	Lorraine A. Settingsgaard dealing in her sole and separate property	XTO Energy Inc.	2/4/2009	100%	0.940
121	Shirley O. Britton as her separate property and estate	XTO Energy Inc.	2/9/2009	100%	0.570

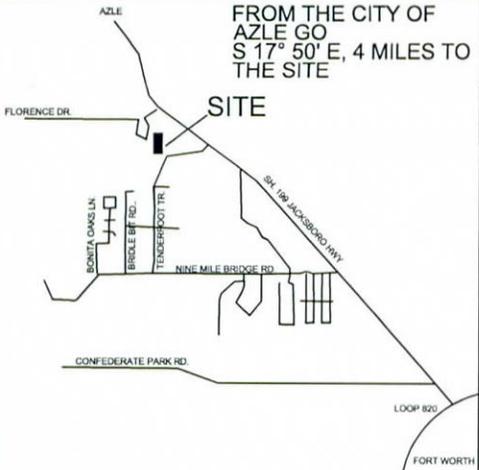
*XTO Energy Inc. is the working interest holder in all of the above leases

Tract No.	Lessor/Mineral Owner	Working Interest Holder	Date	Mineral Interest	Acreage
1 - Open	Jan Barr Shelby Galloway	Unleased		100%	0.570
2 & 3 - Open	Robert Dale Masterson	Unleased		100%	1.140

*These leases are currently unleased

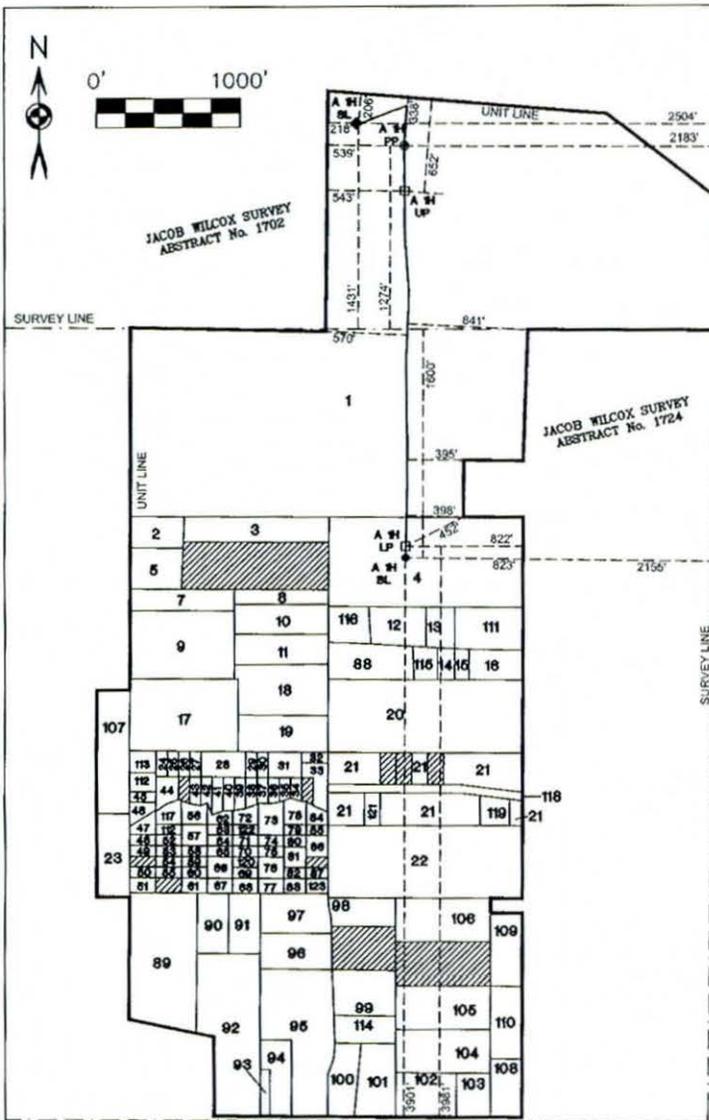
THE LOCATION SHOWN HEREON WAS STAKED FROM TRACT LINES AS EVIDENCED BY OCCUPATION. DISTANCES SHOWN ARE NOT INTENDED TO BE DEFINITIVE IN ESTABLISHING TITLE BOUNDARIES. THE ACREAGE SHOWN HEREON WAS PROVIDED BY OTHERS. BEARINGS ARE BASED ON NAD 27 STATE PLANE COORDINATES.

FROM THE INTERSECTION OF STATE HWY 199 (JACKSBORO HWY) AND NORTH LOOP 820 IN FORT WORTH, TRAVEL NORTH ON 199 5.5 MILES TO THE INTERSECTION OF 199 AND FLORENCE DRIVE. TURN LEFT (WEST) ON FLORENCE DRIVE CROSSING OVER SH 199 TO THE SOUTH BOUND ACCESS ROAD. 0.4 MILES TO THE ENTRANCE TO THE SITE ON THE RIGHT.



FOR THE EXCLUSIVE USE OF XTO ENERGY INC.

**XTO ENERGY INC.
 EXHIBIT "B"
 HORSESHOE HILLS UNIT
 JACOB WILCOX SURVEY ABSTRACT No. 1702
 JACOB WILCOX SURVEY ABSTRACT No. 1724
 TARRANT COUNTY, TEXAS**



<p>JACOB WILCOX SURVEY ABSTRACT No. 1728</p> <p>HORSESHOE HILLS UNIT A 1H SURFACE LOCATION</p> <p>X= 1993550 Y= 433041</p> <p>LAT. 32°51'25.18" LONG. 97°31'15.62"</p> <p>ELEV= 726.0'</p>	
<p>JACOB WILCOX SURVEY ABSTRACT No. 1728</p> <p>HORSESHOE HILLS UNIT A 1H PENETRATION POINT</p> <p>X= 1993870 Y= 432882</p> <p>LAT. 32°51'23.61" LONG. 97°31'11.87"</p>	
<p>JACOB WILCOX SURVEY ABSTRACT No. 1728</p> <p>HORSESHOE HILLS UNIT A 1H BOTTOM LOCATION</p> <p>X= 1993870 Y= 430009</p> <p>LAT. 32°50'55.18" LONG. 97°31'11.86"</p>	
<p>JACOB WILCOX SURVEY ABSTRACT No. 1728</p> <p>HORSESHOE HILLS UNIT A 1H UPPER PERF</p> <p>X= 1993870 Y= 432567</p> <p>LAT. 32°51'20.49" LONG. 97°31'11.87"</p>	
<p>HORSESHOE HILLS UNIT A 1H LOWER PERF</p> <p>X= 1993871 Y= 430088</p> <p>LAT. 32°50'55.96" LONG. 97°31'11.85"</p>	

HORSESHOE HILLS UNIT A 1H SURFACE LOCATION IS 206' FNL AND 218' FWL OF THE UNIT AND 1431' FSL AND 2504' FEL OF THE JACOB WILCOX SURVEY, ABSTRACT No. 1702.

HORSESHOE HILLS UNIT A 1H PENETRATION POINT IS LOCATED 338' FNL AND 539' FWL OF THE UNIT AND 1274' FSL AND 2183' FEL OF THE JACOB WILCOX SURVEY, ABSTRACT No. 1702.

HORSESHOE HILLS UNIT A 1H BOTTOM LOCATION IS 3901' FSL AND 823' FEL OF THE UNIT AND 1600' FNL AND 2155' FEL OF THE JACOB WILCOX SURVEY, ABSTRACT No. 1724.

HORSESHOE HILLS UNIT A 1H UPPER PERF IS 543' FWL AND 652' FNL OF THE UNIT.

HORSESHOE HILLS UNIT A 1H LOWER PERF IS 3981' FSL AND 822' FEL OF THE UNIT.

WILLIAM E. BOSWELL SURVEY ABSTRACT No. 240

E.T. RICE SURVEY ABSTRACT No. 1940

E.W. BILLINGTON SURVEY ABSTRACT No. 239

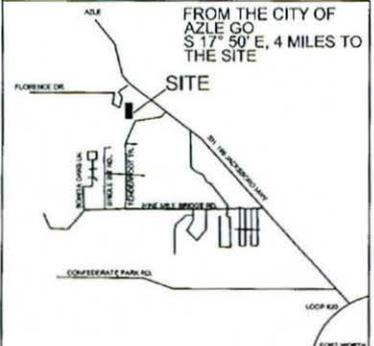
FEBRUARY, 2009

THE LOCATION SHOWN HEREON WAS STAKED FROM TRACT LINES AS EVIDENCED BY OCCUPATION. DISTANCES SHOWN ARE NOT INTENDED TO BE DEFINITIVE IN ESTABLISHING TITLE BOUNDARIES. THE ACREAGE SHOWN HEREON WAS PROVIDED BY OTHERS. BEARINGS ARE BASED ON NAD 27 STATE PLANE COORDINATES.

FROM THE INTERSECTION OF STATE HWY 199 (JACKSBORO HWY) AND NORTH LOOP 820 IN FORT WORTH, TRAVEL NORTH ON 199 5.5 MILES TO THE INTERSECTION OF 199 AND FLORENCE DRIVE. TURN LEFT (WEST) ON FLORENCE DRIVE CROSSING OVER SH 199 TO THE SOUTH BOUND ACCESS ROAD. 0.4 MILES TO THE ENTRANCE TO THE SITE ON THE RIGHT.

DENOTES TRACTS NOT CURRENTLY LEASED

414.64 TOTAL ACRES LEASED



Rickey Lynn Hickman
RICKEY LYNN HICKMAN RPLS #4974
2/20/09

**ASDRILLED PLAT
HORSESHOE HILLS UNIT A 1H
JACOB WILCOX SURVEY,
ABSTRACT No. 1702
TARRANT COUNTY, TEXAS
XTO ENERGY INC.**

FOR THE EXCLUSIVE USE OF
XTO ENERGY INC.

1. KATHY MCCORMICK FLORIES	171.63
2. JEFF ROBINSON & VICKI ROBINSON	1.87
3. FRED AMATO & MELISSA AMATO	4.12
4. STEVE CLARE & BEATRICE CLARE	19.58
5. GARY TURNER	2.42
7. CAROL RIOS COHEN & CHRIS COHEN	2.52
8. RAMONA HEAD	1.57
9. CRAIG LEE COLE AND JANA MCCROY	7.96
10. CONSTANCE JOAN MYERS	3.13
11. PATTON E. MAYNARD & MELINDA F. MAYNARD	3.15
12. LOUIS G. HORNSBY & LISA HORNSBY	2.43
13. MARSHA CLEVENGER TEATER AND LARRY TEATER	1.30
14. BETTY J. MORRIS FOWLER	0.61
15. MATT O. HARRISON	0.50
16. VELDA JEAN FROMAN	1.83
17. SHERMAN B. CLARK	8.77
18. JUAN GONZALES & ROSALINDA LANGELL	5.19
19. TODD M. COLE & STACEY L. COLE	3.66
20. BERNIE CONLEY & JACKIE CONLEY	15.88
21. DALE WILLIAMS	10.78
22. RICHARD J. CLANNIN	15.77
23. KEN YANCY & ELISA LOPEZ	3.06
24. BILLIE PELL	0.32
25. BILLIE PELL	0.32
26. BILLIE PELL	0.32
27. JOHN JUDSON BAGWELL III	0.32
28. PL BURRELL TRUST	1.29
29. RANDY L. MASSEY	0.32
30. RICHARD F. WOODARD & DONNA M. WOODARD	0.32
31. WAYNE TOWERY	0.97
32. RAFAEL PEREZ	0.31
33. JOHN QUALLS, FREDDIE QUALLS	0.94
34. ANGEL JOHNSON & WILLIAM JOHNSON	0.28
35. GENE & VERA JALOMO	0.28
36. JOHN C. ARNOLD	0.32
37. JOSEPH REHBERGER	0.33
38. NEIL SMITH	0.36
39. NEIL SMITH	0.4
40. J.A. HIGGINS	0.42
41. J.A. HIGGINS	0.45
42. ROBERT F. GLOVER	0.37
43. BERNIE & JACKY CONLEY	0.35
44. MICHAEL WILLIAMS	0.71
45. FLOYD HARRELL & LISA HARRELL	0.32
46. FLOYD HARRELL & LISA HARRELL	0.47
47. JAY CURRY & ROSA FERGUSON	0.48
48. JAMES & LORRIE JACKSON	0.31
49. CHARLES SMITH	0.31
50. EVELYN F. RUSSELL	0.31
51. AMANDA FRANCIS ROBERTS A.K.A. FRANCES A. SUMNER	0.44
52. JOHN BURRIDGE	0.31
53. TOMMY FIERO & ELVIRA FIERO	0.31
54. CLIFTON C. BARNES	0.31
55. JANET MAE RANDALL	0.31
56. L.D. GALLAWAY	0.57
57. DAVID GALLAWAY	0.61
58. DONNA WISEMAN & PHILLIP WISEMAN	0.31
59. SANDRA CAMPBELL	0.31
60. TISH NOEL SMITH LAMPLEY	0.31
61. CARLEN GLEN WALKER	0.43
62. ARTHUR WANNER	0.38
63. ARTHUR WANNER	0.31
64. LEONARD D. GABLE & YUKONNA GABLE	0.31
65. LEONARD D. GABLE & YUKONNA GABLE	0.31
66. JON PARKER & EDNA PARKER	0.61
67. FRANK C. SMITH	0.43
68. MELISSA LINDSEY & MATHEW LINDSEY	0.43
69. VIRGIL TRAWEEKS & JON PARKER ET UX	0.31
70. DAVID M. FARLEY & EVA M. FARLEY	0.31
71. DENISE APPLETON	0.31
72. RICKY L. MOORE	0.47
73. DARLENE CALK	0.92
74. RODNEY G. BUTLER	0.31
75. RAY WILLIAMS	0.31
76. DENEY L. PARTEN	0.62
77. MELISSA LINDSEY & MATHEW LINDSEY	0.43
78. BILLY DYER	0.61
79. EMIL FRITZ III	0.27
80. DEBRA BENSON	0.29
81. NEIL L. SMITH II	0.52
82. CHARLES COSBY	0.27
83. DELANA D. SWERINGEN	0.37
84. MARTIS RAY RASCO	0.42
85. MARTIS RAY RASCO	0.26
86. EVERT H. JEWELL & SOL D. JEWELL	0.52
87. CHARLES COSBY	0.26
88. MARY LOU ZAMORA & JOSE ZAMORA	3.35
89. MRS. MYRTLE FORE	10.06
90. JEREMY STEPHENS	2.15
91. ROBERT SHANKS	2.18
92. RICHARD & PATRICIA COLCHADO	9.93
93. JESUS S. PEREZ & ENEDINA G. PEREZ	0.52
94. JESUS S. PEREZ & ENEDINA G. PEREZ	2.15
95. NELDA JEAN CURRY	9.06
96. RAYMOND STUART	2.89
97. MARSHALL OR SUZETTE BRANNEN	3.12
98. MARTIN SEGURA	2.10
99. PATRICIA BREW	3.12
100. BERNIE & JACKIE CONLEY	2.27
101. GRANVILLE G. MARTIN JR.	3.07
102. CHRISTOPHER & MELISSA HAMEL	2.98
103. JAMES H. & ALTA RAE FERGUSON	1.66
104. DENNIS C. HANSON	4.67
105. ALEX HAYDEN HANKINS & JORELLA HANKINS	4.63
106. GARY & CLORA BLACKMAN	4.66
107. TIMOTHY W. TOUCHETTE & ROGER D. TOUCHETTE ET UX	4.54
108. DON M. BROOM SR.	2.07
109. WAYNE B. NEILUS	2.60
110. GARLAND W. LANCASTER	2.60
111. HOMER O. MEADOR & JOYCE MEADOR	3.22
112. JUDITH P. SMITH	0.56
113. YVONNE STEPHENS	0.66
114. GRANVILLE G. MARTIN JR.	1.94
115. JOHN QUALLS & FREDDIE QUALLS	0.88
116. HOMER O. MEADOR & JOYCE MEADOR	1.69
117. DOROTHY M. GIBSON ET AL	0.56
118. GENERAL LAND OFFICE	1.88
119. LORRAYNE A. SETTINGSGAARD	0.94
120. DAVID M. FARLEY & EVA M. FARLEY	0.31
121. SHIRLEY O. BRITTON	0.57
122. RANDY D. PARTEN & VICKI PARTEN	0.31
123. CHARLES A. COSBY	0.37

TOTAL LEASED ACRES IN UNIT

414.64

FOR THE EXCLUSIVE USE OF
XTO ENERGY INC.

Rickey Lynn Nichols
2/20/09

SHEET 2 OF 2

FORT WORTH SURVEYING
107 E COLLEGE AVENUE
ALVARADO, TEXAS, 76009
817-790-5900

JOB # 2007.057

DATE: 02/20/09

DRAWN: CGH

TARRANT COUNTY

HORSESHOE_HILLS_UNIT_A_1H_ASDRILLED_PLAT_R2

CHECKED: RLH

TEXAS

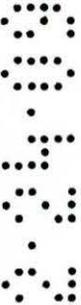
3.

File No. MF109979
Maps
Date Filed: 2/24/09
JERRY PATTERSON, Commissioner
By: 

3.24.09

Affidavit of Consideration Paid

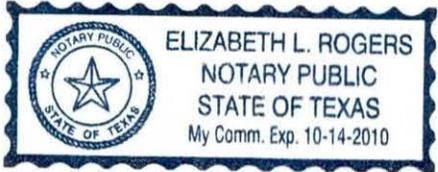
Before me, the undersigned authority in and for the State of Texas, this day personally appeared Ryan Skelly of XTO Energy Inc., stated to me to be the person who subscribed his name below, and who after being by me duly sworn, upon oath deposes and says that XTO Energy Inc. as "working interest holder" paid a maximum of \$5,000.00 per net mineral acre as bonus consideration for the existing oil and gas leases which are adjacent to the Cottonwood Creek Road right-of-way tract containing 1.88 acres, located in the J. Wilcox Survey, Abstract 1724 of Tarrant County, Texas.




By: _____
Landman
XTO Energy Inc.

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Sworn to me and subscribed before me on this the 23rd day of February, 2009
by Ryan Skelly.



Elizabeth L. Rogers
Notary Public in and for the State of Texas

4.

File No. MF 109979

Affidavit

Date Filed: 7/24/09

Jerry Patterson, Commissioner

By [Signature]

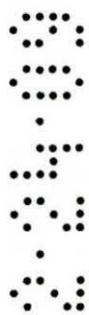
5.54.03

**Application to Lease State Highway Right-of-Way
Adjacent Mineral Owners**

Khosrow Sadeghian P.O. Box 50593 Denton, TX 76206-0593	10.78 acres
--	-------------

Lorrayne A. Settingsgaard 7121 Willow Creek Road Fort Worth, TX 76135	0.94 acre
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Shirley O. Britton 5212 Melbourne Drive Fort Worth, TX 76114	0.57 acre
--	-----------



5,

File No. MF109979

General Owners

Date Filed: 7/29/09
Jerry Patterson, Commissioner

By 

3.5.09

1986

FILED
JAN 9 1986
MADRID, MICHIGAN
COUNTY CLERK

WILLOW CREEK ROAD
AMARILLO, TEXAS 79105
P.O. Box 1887
BOB GLENN

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was FILED on 05/03
1986 and of the date stamped herein by me and was duly
RECORDED in the Volume and Page of the General Records
of Tarrant County, Texas, as stamped herein by me.

JAN 9 1986

 *Madison Hoffman*
COUNTY CLERK
TARRANT COUNTY, TEXAS

6.

File No. MF 109979

Road Dedication

Date Filed: 2/24/09

Jerry Patterson, Commissioner

By [Signature]

5.54.03

Electronically Recorded

Official Public Records

Tarrant County Texas

2009 Jan 05 02:47 PM

Fee: \$ 16.00

Submitter: SIMPLIFILE

D209002163

1 Pages

Suzanne Henderson

Suzanne Henderson

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.

CORRECTION TO OIL AND GAS LEASE
(As to Land Description)

State: **Texas**
County: **Tarrant**
Lessor: **Khosrow Sadeghian**
Lessee: **XTO Energy Inc.**
Effective Date: **November 14, 2008**

Lessee, named above, is the present owner of the Oil and Gas Lease (the "Lease") dated November 14, 2008, executed by Lessor, named above, in favor of Lessee, named above, recorded in Document No. D208429303 of the Official Public Records of Tarrant County, Texas. Since the execution and recording of the Lease, it has been discovered that the description of the lands contained in the Lease is incorrect. Lessor and Lessee desire to correct the land description in the Lease to accurately identify the lands covered by the Lease.

For adequate consideration, Lessor and Lessee acknowledge and agree that the description of the lands covered by and subject to the Lease is corrected so that the Lease covers the following lands located in the county and state named above (the "Corrected Lands"):

Being Tract 23, out of Horseshoe Hills Addition, an addition out of the J. Wilcox Survey No. 40, A-1724, Tarrant County, Texas and being the same land described in a Deed without Warranty dated March 16, 2007 from Kuzamesa, Inc. to Khosrow Sadeghian, as described by metes and bounds in Volume 5133, Page 780, Deed Records, Tarrant County, Texas, SAVE AND EXCEPT those lands more particularly described in Volume 6979, Page 2340; Volume 6913, Page 1981; Volume 7718, Page 346; Volume 8644, Page 1850 and Volume 5912, Page 627, Deed Records, Tarrant County, Texas and containing after said exceptions 10.48 acres, more or less.

In conjunction with this correction of the land description, Lessor ratifies, adopts, and confirms the Lease, as corrected, and grants, leases, and lets to Lessee and Lessee's successors and assigns the Corrected Lands for the purposes and upon the terms, conditions, and provisions contained in the Lease.

This correction to the Lease shall be binding for all purposes on Lessor and Lessee and their respective heirs, personal representatives, successors, and assigns.

This Correction is signed by Lessor as of the date of the acknowledgment below, but is effective for all purposes as of the Effective Date stated above.

Lessor



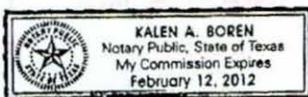
Khosrow Sadeghian

STATE OF TEXAS }
COUNTY OF TARRANT }

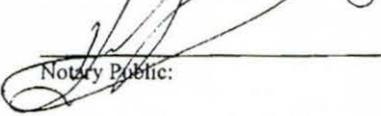


ACKNOWLEDGMENT

This instrument was acknowledged before me on this 15 day of February, 2009, by Khosrow Sadeghian.



Notary Public:



TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: SUZANNE HENDERSON, COUNTY CLERK



D209002163

2009



A CERTIFIED COPY,

ATTEST: 17 February, 2009

SUZANNE HENDERSON, County Clerk
Tarrant County, Texas

[Signature] Deputy

Electronically Recorded

Official Public Records

Tarrant County Texas

2008 Nov 17 01:27 PM

Fee: \$ 28.00

D208429303

Submitter: SIMPLIFILE

4 Pages

Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

XTO REV PROD 88 (7-69) PAID UP (04/17/07)B

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14th day of November, 2008, between Khosrow Sadeghian, a married man, Lessor (whether one or more), whose address is: P.O. Box 50593, Denton, TX 76206-0593, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

Being 15.5 acres more or less, being Tract 23, out of the Horseshoe Hills Addition, and addition out of the J. Wilcox Survey, #40, Abstract No. 1724, Tarrant County, Texas and being the same land described in a Warranty Deed dated October 14, 1971 recorded in Volume 5133, Page 780, Real Property Records, Tarrant County, Texas, and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian rights.

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS

This is a non-development oil, gas and mineral lease, whereby lessee, its successors or assigns, shall not conduct any operation, enter upon or in any way disturb the surface of the lands described herein. However, lessee shall have the right to pool or unitize said lands, or any part thereof, with other lands to comprise an oil and/or gas development unit. It is the intention of lessor to allow lessee to explore for oil and/or gas without using the surface of lessors land for any operations. This clause shall take precedence over any references to surface operations contained within the preprinted portion of this lease.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 15.5 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 18 months from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% 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 25% 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 25% of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 25% 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 25% of such gas and casinghead gas; (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 (\$25.00) 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 deposited in such bank as directed by Lessor, or its successors, 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 such 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 owner or owners of this lease, severally as to acreage owned by each.

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, 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, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that 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 therefrom 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,

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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 there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location and/or access road, drilling, testing, completing, reworking, re-completing, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. 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 moneys 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. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. 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 hereof 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.

12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.

13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.

14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

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

LESSOR(S)


BY: Khosrow Sadeghian

BY: _____

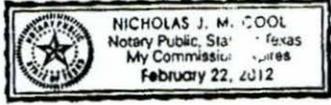


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STATE OF Texas }
COUNTY OF Denton } ss.

(ACKNOWLEDGMENT FOR INDIVIDUAL)

This instrument was acknowledged before me on the 14 day of November, 2008 by Khosrow Sabeghian, a married man dealing in his sole & separate property.



Signature Nicholas J. M. Cool
Notary Public
Printed Nicholas J. M. Cool



STATE OF _____ }
COUNTY OF _____ } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, as _____, a _____ corporation, on behalf of said corporation.

Signature _____
Notary Public
Printed _____

My commission expires:

Seal:



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SUZANNE HENDERSON, COUNTY CLERK

ADDENDUM

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN OIL AND GAS LEASE DATED **November 14, 2008** BY AND BETWEEN **KHOSROW SADEGHIAN, LESSOR(S) AND XTO ENERGY, INC., LESSEE(S)**.

Two (2) years following the expiration of the primary term of this lease or upon the expiration of any extension or renewal of the primary term, whichever occurs last, Lessee shall release all rights lying one hundred feet (100') below the stratigraphic equivalent of the base of the deepest formation drilled; provided, however, if Lessee is then engaged in operations on the leased premises or on lands pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between said operations.

Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development and production, including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization, incurred prior to the oil, gas and other mineral production leaving the leased premises or prior to delivery into a pipeline or gathering system, whichever occurs first; provided, however, (a) Lessee shall have free use of produced oil and gas for operations conducted on the leased premises or lands pooled therewith, and the royalties on oil and gas herein provided shall be computed after deducting any so used, and (b) Lessor's royalty shall bear its proportionate share of all ad valorem taxes and production, severance and other taxes and the actual, reasonable costs (including compression and related fuel charges) paid to or deducted by a third party to transport, compress, stabilize, process or treat the oil, gas and other mineral production off the leased premises in order to make the oil, gas and other mineral production saleable, increase its value or in order to get the oil, gas and other mineral production to a market.



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A CERTIFIED COPY,

ATTEST: February, 2009
SUZANNE HENDERSON, County Clerk

Tarrant County, Texas

BY: [Signature] Deputy

Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

XTO REV PROD 88 (7-69) PAID UP (04/17/07)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 4TH day of February, 2009, between Lorraine A. Settingsgaard fka Lorraine A. Betts, dealing in her sole and separate property Lessor (whether one or more), whose address is: 7121 Willow Creek Road, Fort Worth, Texas 76135, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of TARRANT, State of Texas, and is described as follows:

Being all of Lot 23M, Horse Shoe Hills, an Addition being part of the Jacob Wilcox Survey, Abstract No. 1724 in the City of Fort Worth, Tarrant County Texas, according to the PLAT thereof recorded in Volume 388-86, Page 40, of the Plat Records of Tarrant County, Texas, and being more particularly described in a Warranty Deed with Vendor's Lien dated June 21, 2002 from Val Denise Whisenant to Lorraine A. Betts, a single person, recorded thereof in Volume 15801 Page 145 Deed Records, Tarrant County, Texas, and amendments thereof, including streets, easements and alleyways adjacent thereto, and any riparian rights.

This is a non-development Oil, Gas and Mineral Lease, whereby Lessee, its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or unitize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.910 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, 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 1/4 of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead 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 casinghead gas; (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 deposited in such bank as directed by Lessor, or its successors, 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 such 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 owner or owners of this lease, severally as to acreage owned by each.

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, 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, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in 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 therefrom 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 there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts,

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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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. 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 moneys 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. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. 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 hereof 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.

12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.

13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.

14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

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

LESSOR

Lorraine A. Settingsgaard
BY: LORRAYNE A. SETTINGSGAARD

BY:

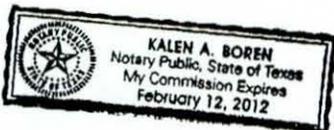
STATE OF TEXAS) (ACKNOWLEDGMENT FOR INDIVIDUAL)

COUNTY OF TARRANT)

This instrument was acknowledged before me on the 4 day of February, 2009 By Lorraine A. Settingsgaard fka Lorraine A. Betts, dealing in her sole and separate property.



TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: SUZANNE HENDERSON, COUNTY CLERK



Signature [Signature]
Notary Public
Printed KALEN A. BOREN

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A CERTIFIED COPY,

ATTEST: 17 February, 2009

SUZANNE HENDERSON, County Clerk
Tarrant County, Texas

BY: Doreen Kira Deputy

Argonne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

XTO REV PROC 88 (7-69) PAID UP (04/17/07)B

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 9TH day of February, 2009, between Shirley O. Britton, as her separate property and estate Lessor (whether one or more), whose address is: 5212 Melbourne Drive, Fort Worth, Texas 76114, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of TARRANT, State of Texas, and is described as follows:

Being all of Lot 23D, Horse Shoe Hills, an Addition being part of the Jacob Wilcox Survey, Abstract No. 1724 in the City of Fort Worth, Tarrant County Texas, according to the PLAT thereof recorded in Volume 388-86, Page 80, of the Plat Records of Tarrant County, Texas, and being more particularly described in a Warranty Deed dated June 22, 1989 from Tommie B. Walker to Shirley O. Britton, as her separate property and estate, recorded thereof in Volume 9631 Page 1996 Deed Records, Tarrant County, Texas, and amendments thereof, including streets, easements and alleyways adjacent thereto, and any riparian rights.

This is a non-development Oil, Gas and Mineral Lease, whereby Lessee, its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or unitize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.570 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, 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 1/4 of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead 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 casinghead gas; (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 deposited in such bank as directed by Lessor, or its successors, 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 such 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 owner or owners of this lease, severally as to acreage owned by each.

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, 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, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that 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 therefrom 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 there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts,

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D209038372

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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. 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 moneys 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. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. 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 hereof 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.

12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.

13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.

14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

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

LESSOR

Shirley O. Britton

BY: SHIRLEY O. BRITTON

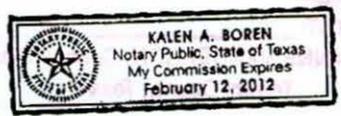
BY:

STATE OF TEXAS)

(ACKNOWLEDGMENT FOR INDIVIDUAL)

COUNTY OF TARRANT)

This instrument was acknowledged before me on the 9 day of February, 2009 By Shirley O. Britton, as her separate property and estate.



Signature *[Signature]*
Notary Public
Printed Kalen A. Boren

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: SUZANNE HENDERSON, COUNTY CLERK



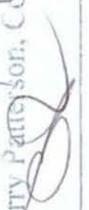
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File No. MF109979

Lease Correction

Date Filed: 2/24/09

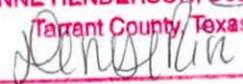
Jerry Patterson, Commissioner

By: 

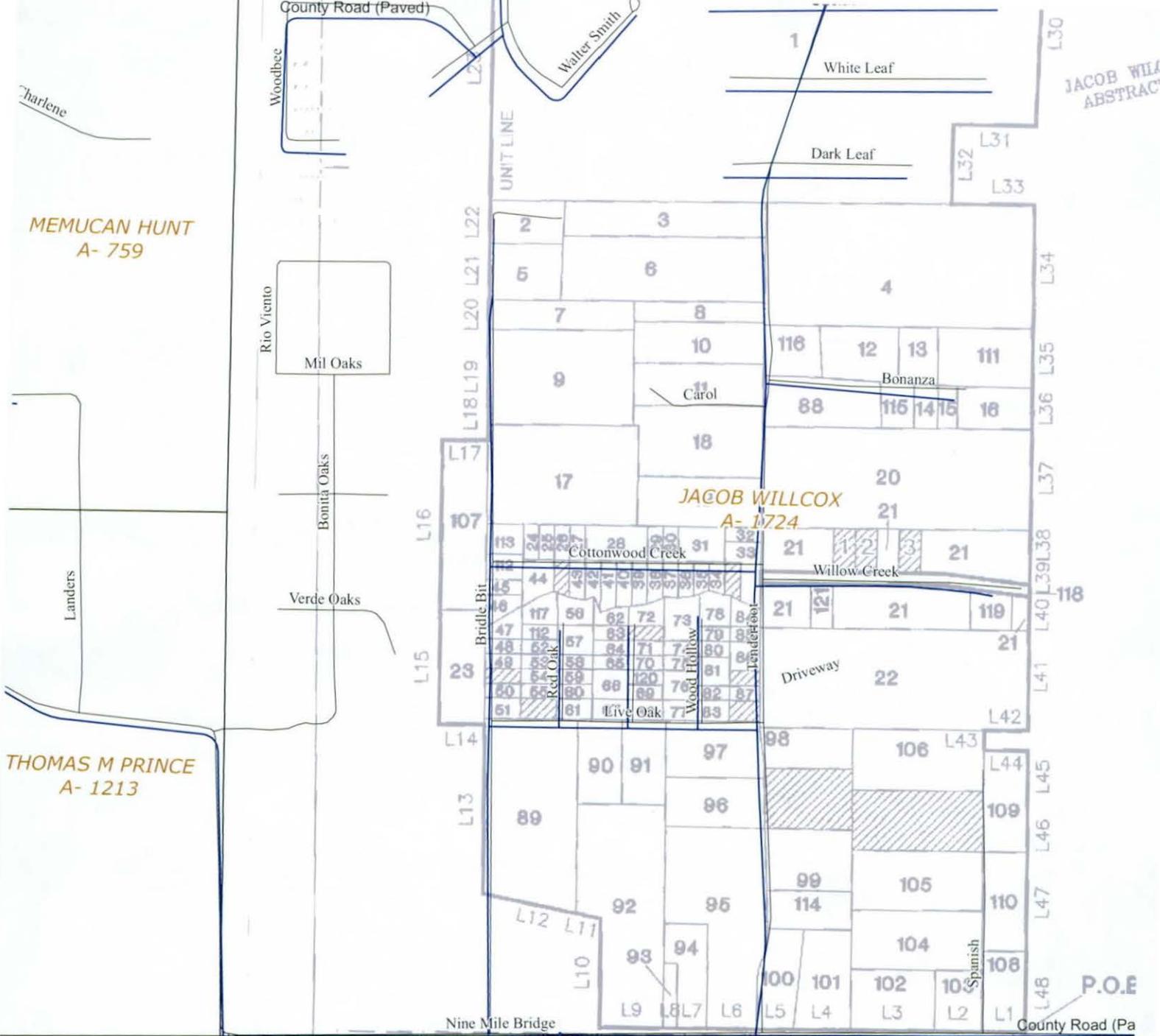


A CERTIFIED COPY,

ATTEST: 17 February, 20 09
SUZANNE HENDERSON, County Clrk
Tarrant County, Texas

BY:  Deputy

2009



MEMUCAN HUNT
A- 759

THOMAS M PRINCE
A- 1213

WILLIAM E BOSWELL
SURVEY
ABSTRACT No. 240

E.T. RICE SURVEY
ABSTRACT No. 1940
ET RICE
A- 1940

E.W. BILLINGTON SURVEY
ABSTRACT No. 239

Appli
EW BILLINGI
A-239

Tract No.	Lessor
21	Rhosrow Sadr Lorraine A. S

JACOB WILL
ABSTRACT

JACOB WILLCOX
A- 1724

P.O.E

8,

File No. MT 109979
[Signature]
Date Filed: 2/24/09
By [Signature]
Jerry Patterson, Commissioner

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

February 10, 2009

Ms. Elizabeth Merritt
XTO Resources, Inc.
810 Houston Street
Ft. Worth, TX 76102

Dear Ms. Merritt,

Re: State of Texas HROW Lease # MF 109979

Enclosed you will find an original executed Highway Right-of-Way Leases in Tarrant County.

Please refer to this lease number with all future correspondence concerning this lease. Proof read your lease before filing of record.

Please have your client review Section 4c regarding pooling, and ensure the GLO receives a copy unit designation on this lease.

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 his direct number (512) 475-1534

Best regards,

Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521
beverly.boyd@glo.state.tx.us

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

9.

File No. MF109979
20 letter
Date Filed: 7/10/09
By: Jerry Patterson, CHAIRMAN
JERRY PATTERSON, CHAIRMAN

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA10-90

Unit Number 4752
Operator Name XTO ENERGY INC *Effective Date* 11/5/2009
Customer ID C000044262 *Unitized For* Oil & Gas
Unit Name Horseshoe Hills Unit *Unit Term* 0 Months
County1 Tarrant
County 2 Old Unit Number Inactive Status Date
County 3 0
RRC District: 05 0
Unit Type: Permanent 0
State Royalty Interest: 0.0010952392049 0
State Part in Unit: 0.0043809568196
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 MF109979 *Tract Number* 118
Lease Acres 1.88 / *Total Unit Acres* 429.13 =
Tract Participation: 0.0043810 X
Lease Royalty 0.25 = *Manual Tract Participation:* [] 0
Tract Royalty Participation 0.0010952 *Manual Tract Royalty:* [] 0

Tract Royalty Reduction No
Tract Royalty Rate 0
Tract On-Line Date:

See Remark

API Number

424393391300

RRC Number

0

Remarks:

HROW Unit - 18 month lease. Barnett Shale

Prepared By:

L Boyd

GLO Base Updated By:

L Boyd

RAM Approval By:

J King

GIS By:

BS

Prepared Date:

4-30-10

GLOBase Date:

4-30-10

RAM Approval Date:

4-30-2010

GIS Date:

5-13-10

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF
THAT CERTAIN FIRST AMENDMENT OF DESIGNATION OF UNIT
HORSESHOE HILLS UNIT

- 0305392
1043-1462-50
1. Oil, Gas and Mineral Lease dated December 19, 2008, between Joseph R. Wheeler, a single person, as Lessor, and XTO Energy Inc., as Lessee, recorded at Document No. D209009878 of the Official Public Records of Tarrant County, Texas; and Ratification of Oil and Gas Lease recorded at Document No. D209052163 of the Official Public Records of Tarrant County, Texas.
- 0305392
1043-1462-50
2. Oil, Gas and Mineral Lease dated December 30, 2008, between Teresa K. Piccolo, a unmarried woman, as Lessor, and XTO Energy Inc., as Lessee, recorded at Document No. D209009877 of the Official Public Records of Tarrant County, Texas.
- 0303314
1043-1438-50
3. Oil, Gas and Mineral Lease dated January 7, 2009, between Harry E. Robinson and spouse, Vicki Robinson, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209009879 of the Official Public Records of Tarrant County, Texas.
- 0303314
1043-1438-50
4. Oil, Gas and Mineral Lease dated January 26, 2009, between David M. Farley and Eva M. Farley, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209038373 of the Official Public Records of Tarrant County, Texas.
- 0305384
1043-1490-50
5. Oil, Gas and Mineral Lease dated February 4, 2009, between Lorraine A. Settingsgaard, f/k/a Lorraine A. Betts, dealing in her sole and separate property, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209038374 of the Official Public Records of Tarrant County, Texas.
- 0305326
1043-1460-50
6. Oil, Gas and Mineral Lease dated February 9, 2009, between Shirley O. Britton, as her separate property and estate, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209037372 of the Official Public Records of Tarrant County, Texas.
- 0302343
1043-1444-01
- Oil, Gas and Mineral Lease dated February 12, 2009, between Charles Anthony Cosby, a married man, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209041570 of the Official Public Records of Tarrant County, Texas.
- 0305326
1043-1479-50
8. Oil, Gas and Mineral Lease dated February 13, 2009, between Randy D. Parten and Vicki Parten, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209041569 of the Official Public Records of Tarrant County, Texas.
- 030200
1043-1075-02
9. Oil, Gas and Mineral Lease dated February 25, 2009, between Gary Masterson, dealing in his sole and separate property, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209052162 of the Official Public Records of Tarrant County, Texas.

030204
10-2-09
10. Oil, Gas and Mineral Lease dated February 24, 2009, between Teresa M. Athans, dealing in her sole and separate property, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209052161 of the Official Public Records of Tarrant County, Texas.

030204
10-2-09
11. Oil, Gas and Mineral Lease dated February 26, 2009, between Linda J. Sanders, dealing in her sole and separate property, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209054731 of the Official Public Records of Tarrant County, Texas.

030210
10-2-09
12. Oil, Gas and Mineral Lease dated February 24, 2009, between Federal Deposit Insurance Corporation, a/k/a FDIC, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209057284 of the Official Public Records of Tarrant County, Texas.

031105
10-3-09
13. Oil, Gas and Mineral Lease dated March 10, 2009, between Commissioner of the General Land Office of the State of Texas, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209094269 of the Official Public Records of Tarrant County, Texas. ✓

030315
10-3-09
14. Oil, Gas and Mineral Lease dated April 3, 2009, between Firehouse Asset #1 LP, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded in Document No. D20992754 of the Official Public Records of Tarrant County, Texas.

030303
10-3-09
15. Oil, Gas and Mineral Lease dated March 26, 2009, between Jan B. Galloway, dealing in her sole and separate property, as Lessor, and XTO Energy Inc., as Lessee, recorded in Document No. D209082423 of the Official Public Records of Tarrant County, Texas.

031109
10-3-09
16. Oil, Gas and Mineral Lease dated October 8, 2009, between Jerry M. Wood, a married person dealing in his sole and separate property, as Lessor and XTO Energy Inc., as Lessee, recorded in Document No. D209269658 of the Official Public Records of Tarrant County, Texas.

031109
10-3-09
17. Oil, Gas and Mineral Lease dated October 8, 2009, between Irene Tribble, a married person dealing in her sole and separate property, as Lessor and XTO Energy Inc., as Lessee, recorded in Document No. D209269657 of the Official Public Records of Tarrant County, Texas.

031109
10-3-09
18. Oil, Gas and Mineral Lease dated October 8, 2009, between Larry W. Wood, a married person dealing in his sole and separate property, as Lessor and XTO Energy Inc., as Lessee, recorded in Document No. D209288075 of the Official Public Records of Tarrant County, Texas.

Insofar as said Oil, Gas and Mineral Leases cover all depths.

FIELD NOTES FOR
HORSESHOE HILLS UNIT
433.50 ACRE
EXHIBIT "B"

BEING A 433.50 ACRE GAS LEASE AREA SITUATED IN THE JACOB WILCOX SURVEY, ABSTRACT No. 1724, AND THE JACOB WILCOX SURVEY, ABSTRACT No. 1702 OF TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE AFOREMENTIONED 433.50 ACRES GAS LEASE AREA AND THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 1.854 ACRE TRACT OF LAND, MORE OR LESS, OUT OF TRACT 21, HORSESHOE HILLS ADDITION, TARRANT COUNTY, TEXAS, IN DEED TO DON M. BROOM SR. AND DORIS A. BROOM AS RECORDED UNDER DOCUMENT NUMBER D194184413 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS;

THENCE N 89°41'46" W A DISTANCE OF 220.49', TO A POINT;

THENCE N 89°46'29" W A DISTANCE OF 237.53', TO A POINT;

THENCE N 89°45'23" W A DISTANCE OF 425.26', TO A POINT;

THENCE N 89°45'23" W A DISTANCE OF 288.14', TO A POINT;

THENCE N 89°44'46" W A DISTANCE OF 185.00', TO A POINT;

THENCE N 89°45'16" W A DISTANCE OF 252.27', TO A POINT;

THENCE N 89°46'02" W A DISTANCE OF 150.23', TO A POINT;

THENCE N 89°46'02" W A DISTANCE OF 69.80', TO A POINT;

THENCE N 89°46'02" W A DISTANCE OF 320.88', TO A POINT;

THENCE N 00°00'00" W A DISTANCE OF 552.35', TO A POINT;

THENCE N 78°03'55" W A DISTANCE OF 123.19', TO A POINT;

THENCE N 78°03'55" W A DISTANCE OF 481.27', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 851.04', TO A POINT;

THENCE N 89°41'56" W A DISTANCE OF 229.49', TO A POINT;

THENCE N 00°11'37" E A DISTANCE OF 581.08', TO A POINT;

THENCE N 00°11'37" E A DISTANCE OF 860.76', TO A POINT;

THENCE S 89°49'02" E A DISTANCE OF 229.59', TO A POINT;

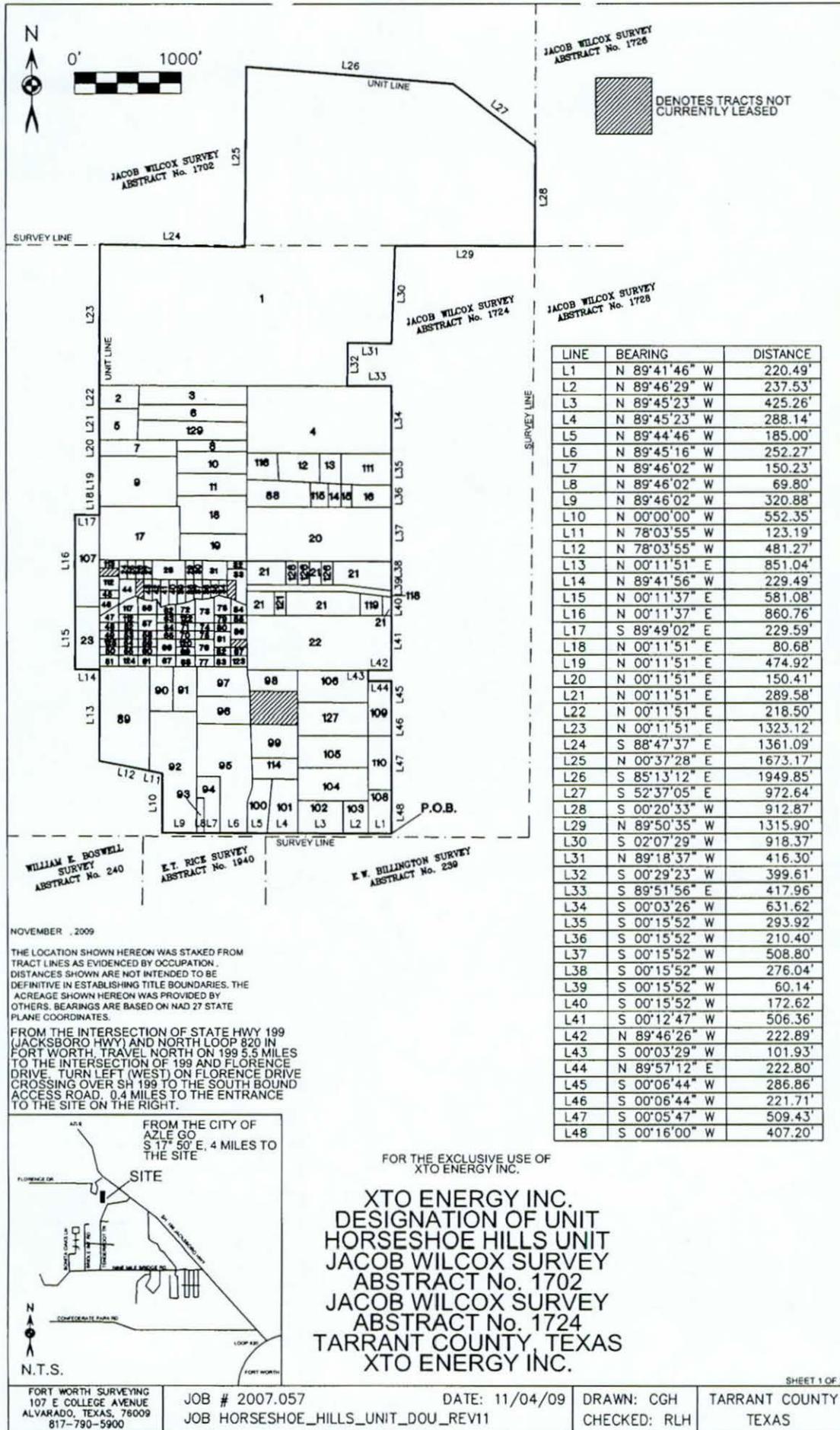
THENCE N 00°11'51" E A DISTANCE OF 80.68', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 474.92', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 150.41', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 289.58', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 218.50', TO A POINT;
THENCE N 00°11'51" E A DISTANCE OF 1323.12', TO A POINT;
THENCE S 88°47'37" E A DISTANCE OF 1361.09', TO A POINT;
THENCE N 00°37'28" E A DISTANCE OF 1673.17', TO A POINT;
THENCE S 85°13'12" E A DISTANCE OF 1949.85', TO A POINT;
THENCE S 52°37'05" E A DISTANCE OF 972.64', TO A POINT;
THENCE S 00°20'33" W A DISTANCE OF 912.87', TO A POINT;
THENCE N 89°50'35" W A DISTANCE OF 1315.90', TO A POINT;
THENCE S 02°07'29" W A DISTANCE OF 918.37', TO A POINT;
THENCE N 89°18'37" W A DISTANCE OF 416.30', TO A POINT;
THENCE S 00°29'23" W A DISTANCE OF 399.61', TO A POINT;
THENCE S 89°51'56" E A DISTANCE OF 417.96', TO A POINT;
THENCE S 00°03'26" W A DISTANCE OF 631.62', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 293.92', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 210.40', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 508.80', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 276.04', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 60.14', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 172.62', TO A POINT;
THENCE S 00°12'47" W A DISTANCE OF 506.36', TO A POINT;
THENCE N 89°46'26" W A DISTANCE OF 222.89', TO A POINT;
THENCE S 00°03'29" W A DISTANCE OF 101.93', TO A POINT;
THENCE N 89°57'12" E A DISTANCE OF 222.80', TO A POINT;
THENCE S 00°06'44" W A DISTANCE OF 286.86', TO A POINT;
THENCE S 00°06'44" W A DISTANCE OF 221.71', TO A POINT;
THENCE S 00°05'47" W A DISTANCE OF 509.43', TO A POINT;
THENCE S 00°16'00" W A DISTANCE OF 407.20', TO THE POINT OF BEGINNING
AND CONTAINING 433.50 ACRES OF LAND, MORE OR LESS, SAVE AND
ACCEPT 4.37 ACRES, LEAVING IN ALL 429.13 ACRES, MORE OR LESS.



JACOB WILCOX SURVEY
ABSTRACT No. 1726



DENOTES TRACTS NOT
CURRENTLY LEASED

JACOB WILCOX SURVEY
ABSTRACT No. 1702

JACOB WILCOX SURVEY
ABSTRACT No. 1724

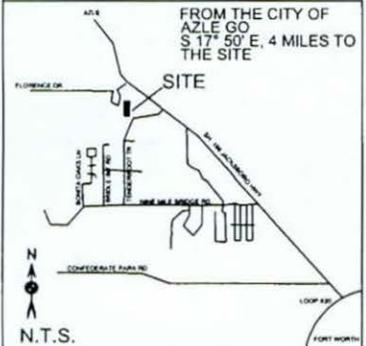
JACOB WILCOX SURVEY
ABSTRACT No. 1728

LINE	BEARING	DISTANCE
L1	N 89°41'46" W	220.49'
L2	N 89°46'29" W	237.53'
L3	N 89°45'23" W	425.26'
L4	N 89°45'23" W	288.14'
L5	N 89°44'46" W	185.00'
L6	N 89°45'16" W	252.27'
L7	N 89°46'02" W	150.23'
L8	N 89°46'02" W	69.80'
L9	N 89°46'02" W	320.88'
L10	N 00°00'00" W	552.35'
L11	N 78°03'55" W	123.19'
L12	N 78°03'55" W	481.27'
L13	N 00°11'51" E	851.04'
L14	N 89°41'56" W	229.49'
L15	N 00°11'37" E	581.08'
L16	N 00°11'37" E	860.76'
L17	S 89°49'02" E	229.59'
L18	N 00°11'51" E	80.68'
L19	N 00°11'51" E	474.92'
L20	N 00°11'51" E	150.41'
L21	N 00°11'51" E	289.58'
L22	N 00°11'51" E	218.50'
L23	N 00°11'51" E	1323.12'
L24	S 88°47'37" E	1361.09'
L25	N 00°37'28" E	1673.17'
L26	S 85°13'12" E	1949.85'
L27	S 52°37'05" E	972.64'
L28	S 00°20'33" W	912.87'
L29	N 89°50'35" W	1315.90'
L30	S 02°07'29" W	918.37'
L31	N 89°18'37" W	416.30'
L32	S 00°29'23" W	399.61'
L33	S 89°51'56" E	417.96'
L34	S 00°03'26" W	631.62'
L35	S 00°15'52" W	293.92'
L36	S 00°15'52" W	210.40'
L37	S 00°15'52" W	508.80'
L38	S 00°15'52" W	276.04'
L39	S 00°15'52" W	60.14'
L40	S 00°15'52" W	172.62'
L41	S 00°12'47" W	506.36'
L42	N 89°46'26" W	222.89'
L43	S 00°03'29" W	101.93'
L44	N 89°57'12" E	222.80'
L45	S 00°06'44" W	286.86'
L46	S 00°06'44" W	221.71'
L47	S 00°05'47" W	509.43'
L48	S 00°16'00" W	407.20'

NOVEMBER , 2009

THE LOCATION SHOWN HEREON WAS STAKED FROM TRACT LINES AS EVIDENCED BY OCCUPATION. DISTANCES SHOWN ARE NOT INTENDED TO BE DEFINITIVE IN ESTABLISHING TITLE BOUNDARIES. THE ACREAGE SHOWN HEREON WAS PROVIDED BY OTHERS. BEARINGS ARE BASED ON NAD 27 STATE PLANE COORDINATES.

FROM THE INTERSECTION OF STATE HWY 199 (JACKSBORO HWY) AND NORTH LOOP 820 IN FORT WORTH, TRAVEL NORTH ON 199 5.5 MILES TO THE INTERSECTION OF 199 AND FLORENCE DRIVE. TURN LEFT (WEST) ON FLORENCE DRIVE CROSSING OVER SH 199 TO THE SOUTH BOUND ACCESS ROAD. 0.4 MILES TO THE ENTRANCE TO THE SITE ON THE RIGHT.



FOR THE EXCLUSIVE USE OF
XTO ENERGY INC.

XTO ENERGY INC.
DESIGNATION OF UNIT
HORSESHOE HILLS UNIT
JACOB WILCOX SURVEY
ABSTRACT No. 1702
JACOB WILCOX SURVEY
ABSTRACT No. 1724
TARRANT COUNTY, TEXAS
XTO ENERGY INC.

SHEET 1 OF 2

FORT WORTH SURVEYING
107 E COLLEGE AVENUE
ALVARADO, TEXAS, 76009
817-790-5900

JOB # 2007.057
JOB HORSESHOE_HILLS_UNIT_DOU_REV11

DATE: 11/04/09

DRAWN: CGH
CHECKED: RLH

TARRANT COUNTY
TEXAS

1. KATHY MCCORMICK FLORIES	171.63
2. JEFF ROBINSON & VICKI ROBINSON	1.87
3. FRED AMATO & MELISSA AMATO	4.12
4. STEVE CLARE & BEATRICE CLARE	19.58
5. JERRY M. WOOD ET AL	2.42
6. TOM'S CAD DESIGN & DRAFTING SERVICES INC.	3.59
7. CAROL RIOS COHEN & CHRIS COHEN	2.52
8. RAMONA HEAD	1.57
9. CRAIG LEE COLE AND JANA MCCROY	7.96
10. CONSTANCE JOAN MYERS	3.13
11. PATTON F. MAYNARD & MELINDA F. MAYNARD	3.15
12. LOUIS G. HORNSBY & LISA HORNSBY	2.43
13. MARSHA CLEVINGER TEATER AND LARRY TEATER	1.30
14. BETTY J. NORRIS FOWLER	0.61
15. MATT O. HARRISON	0.50
16. VELDA JEAN FROMAN	1.83
17. SHERMAN B. CLARK	8.77
18. JUAN GONZALES & ROSALINDA LANGELL	5.19
19. TODD M. COLE & STACEY L. COLE	3.66
20. BERNIE CONLEY & JACKIE CONLEY	15.88
21. DALE WILLIAMS	10.78
22. RICHARD J. CLANNIN	15.77
23. KEN YANCY & ELISA LOPEZ	3.06
24. BILLIE PELL	0.32
25. BILLIE PELL	0.32
26. BILLIE PELL	0.32
27. JOHN HUDSON BAGWELL III	0.32
28. PL BURRELL TRUST	1.29
29. RANDY L. MASSEY	0.32
30. RICHARD F. WOODARD & DONNA M. WOODARD	0.32
31. WAYNE TOWERY	0.97
32. RAFAEL PEREZ	0.31
33. JOHN QUALLS & FREDDIE QUALLS	0.94
34. ANGEL JOHNSON & WILLIAM JOHNSON	0.28
35. GENE & VERA JALOMO	0.28
36. JOHN C. ARNOLD	0.32
37. JOSEPH REHBERGER	0.33
38. NEIL SMITH	0.36
39. NEIL SMITH	0.4
40. J.A. HIGGINS	0.42
41. J.A. HIGGINS	0.45
42. ROBERT F. GLOVER	0.37
43. BERNIE & JACKY CONLEY	0.35
44. MICHAEL WILLIAMS	0.71
45. FLOYD HARRELL & LISA HARRELL	0.32
46. FLOYD HARRELL & LISA HARRELL	0.47
47. JAY CURRY & ROSA FERGUSON	0.48
48. JAMES & LORRIE JACKSON	0.31
49. CHARLES SMITH	0.31
50. EVELYN RUSSELL	0.31
51. AMANDA FRANCIS ROBERTS A.K.A. FRANCES A. SUMNER	0.44
52. JOHN BURRIDGE	0.31
53. TOMMY FIERO & ELVIRA FIERO	0.31
54. CLIFTON C. BARNES	0.31
55. JANET MAE RANDALL	0.31
56. L.D. GALLAWAY	0.57
57. DAVID GALLAWAY	0.61
58. DONNA WISEMAN & PHILLIP WISEMAN	0.31
59. SANDRA CAMPBELL	0.31
60. TISH NOEL SMITH LAMPLEY	0.43
61. CARLEN GLEN WALKER	0.31
62. ARTHUR WANNER	0.36
63. ARTHUR WANNER	0.31
64. LEONARD D. GABLE & YUKONNA GABLE	0.31
65. LEONARD D. GABLE & YUKONNA GABLE	0.31
66. JON PARKER & EDNA PARKER	0.61
67. FRANK C. SMITH	0.43
68. MELISSA LINDSEY & MATHEW LINDSEY	0.43
69. VIRGIL TRAVEEKS & JON PARKER ET UX	0.31
70. DAVID M. FARLEY & EVA M. FARLEY	0.31
71. DENISE APPLETON	0.31
72. RICKY L. MOORE	0.47
73. DARLENE CALK	0.92
74. RODNEY G. BUTLER	0.31
75. RAY WILLIAMS	0.31
76. DEWEY L. PARTEN	0.62
77. MELISSA LINDSEY & MATHEW LINDSEY	0.43
78. BILLY DYER	0.81
79. EMIL FRITZ III	0.27
80. DEBRA BENSON	0.29
81. NEIL L. SMITH II	0.52
82. CHARLES COSBY	0.27
83. DELANA D. SWERINGEN	0.37
84. MARTIS RAY RASCO	0.42
85. MARTIS RAY RASCO	0.26
86. EVERT H. JEWELL & SOL D. JEWELL	0.52
87. CHARLES COSBY	0.26
88. MARY LOU ZAMORA & JOSE ZAMORA	3.35
89. MRS. MYRTLE FORE	10.06
90. JEREMY STEPHENS	2.15
91. ROBERT SHANKS	2.16
92. RICHARD & PATRICIA COLCHADO	9.93
93. JESUS S. PEREZ & ENEDINA G. PEREZ	0.52
94. JESUS S. PEREZ & ENEDINA G. PEREZ	2.15
95. NELDA JEAN CURRY	9.06
96. RAYMOND STUART	2.89
97. MARSHALL OR SUZETTE BRANNEN	3.12
98. MARTIN SEGURA	2.10
99. PATRICIA BREW	3.12
100. BERNIE & JACKIE CONLEY	2.27
101. GRANVILLE G. MARTIN JR.	3.07
102. CHRISTOPHER & MELISSA HAMEL	2.98
103. JAMES H. & ALTA RAE FERGUSON	1.66
104. DENNIS C. HANSON	4.67
105. ALEX HAYDEN HANKINS & JORELLA HANKINS	4.63
106. GARY & GLORA BLACKMAN	4.66
107. TIMOTHY W. TOUCHETTE & ROGER D. TOUCHETTE ET UX	4.54
108. DON M. BROOM SR.	2.07
109. WAYNE B. NEILUS	2.60
110. GARLAND W. LANCASTER	2.60
111. HOMER O. MEADOR & JOYCE MEADOR	3.22
112. JUDITH P. SMITH	0.56
113. YVONNE STEPHENS	0.33
114. GRANVILLE G. MARTIN JR.	1.94
115. JOHN QUALLS & FREDDIE QUALLS	0.88
116. HOMER O. MEADOR & JOYCE MEADOR	1.69
117. DOROTHY M. GIBSON ET AL	0.86
118. GENERAL LAND OFFICE	1.56
119. LORRAYNE A. SETTINGSGAARD	0.84
120. DAVID M. FARLEY & EVA M. FARLEY	0.31
121. SHIRLEY O. BRITTON	0.57
122. RANDY D. PARTEN & VICKI PARTEN	0.31
123. CHARLES A. COSBY	0.37
124. HARRY E. ROBINSON & VICKI ROBINSON	0.44
125. JOSEPH R. WHEELER	0.31
126. GARY MASTERSON, ET AL	1.13
127. FEDERAL DEPOSIT INSURANCE CORPORATION	4.64
128. JAN B. GALLOWAY	0.56
129. FIREHOUSE ASSET #1 LP, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED PARTNER	4.15

TOTAL ACRES IN UNIT	433.50
LESS TRACTS NOT CURRENTLY LEASED	4.37
TOTAL MEASURED ACRES	429.13

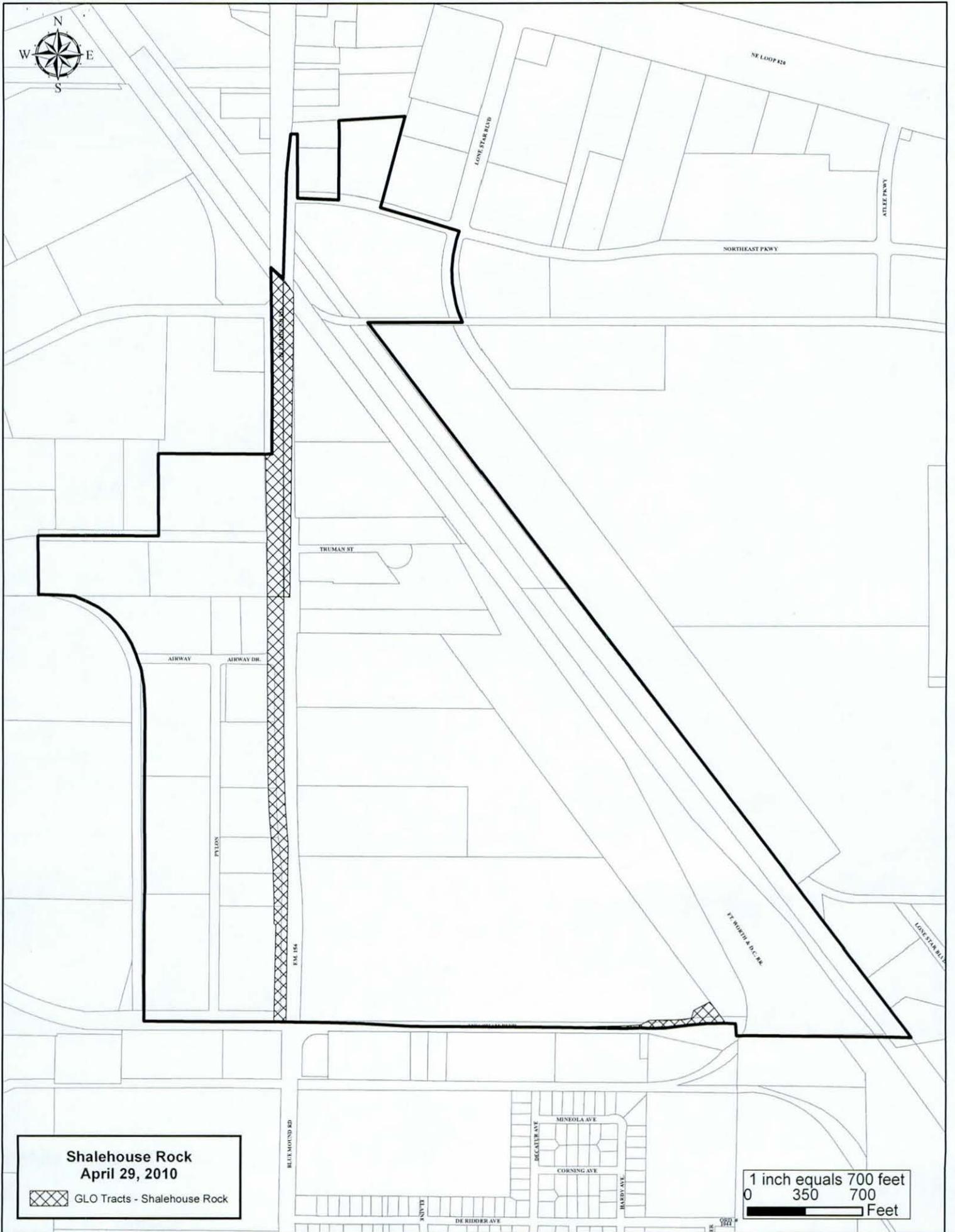
SHEET 2 OF 2

FORT WORTH SURVEYING
107 E COLLEGE AVENUE
ALVARADO, TEXAS, 76009
817-790-5900

JOB # 2007.057 DATE: 11/04/09
JOB HORSESHOE_HILLS_UNIT_DOU_REV11

DRAWN: CGH
CHECKED: RLH

TARRANT COUNTY
TEXAS



Shalehouse Rock
April 29, 2010

 GLO Tracts - Shalehouse Rock

1 inch equals 700 feet
0 350 700
Feet

Electronically Recorded

Tarrant County Texas

Official Public Records

11/5/2009 4:01 PM

D209293162

[Signature] ~~FIRST AMENDMENT TO HORSESHOE HILLS UNIT~~ PGS 7 \$40.00

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under date of January 27, 2009, XTO Energy Inc. did establish the Horseshoe Hills Unit containing 433.50 acres of land, more or less, out of the Jacob Wilcox Survey, A-1724 and the Jacob Wilcox Survey, A-1702, Tarrant County, Texas, as set forth in Designation of Unit recorded in Document No. D209024914, Official Public Records of Tarrant County, Texas; and,

WHEREAS, the XTO Energy Inc. has acquired additional leases located within the boundaries of said 433.50 acre Horseshoe Hills Unit and wishes to amend the same to include the additional leases.

NOW, THEREFORE, in consideration of the premises, the undersigned acting under and by virtue of the power and authority conferred and granted by the provisions of the leases and/or the amendments thereto, and in accordance with the previous Designation of Unit does hereby amend said Unit so as to incorporate therein the following Oil, Gas and Mineral Leases more particularly described on attached Exhibit "A" and correct the total unit acreage to 433.50 acres, more or less, as shown on attached Exhibits "B" and "C":

The undersigned reserves the right should there be a need, to make any other corrections or revisions, including but not limited to, the right to commit to the Unit any unleased tract or tracts of land, or interest(s) therein, if any, located within the Unit boundaries. The undersigned specifically reserves the right to amend or revise this Unit in any manner provided for in the leases committed thereto and in such event an appropriate amendment or instrument shall be filed for record in the county.

All of the terms and provisions of the original Unit Declaration shall remain in full force and effect, except as herein amended, and the terms and provisions hereof shall be binding upon and inure to the benefit of the affected parties hereto, their heirs, legal representatives, successors and assigns.

This First Amendment to Designation of Unit is executed on this 5th day of November, 2009, but effective as of the effective date of the Designation.

XTO Energy Inc.

by: *Edwin S. Ryan, Jr.*

Edwin S. Ryan, Jr.
Senior Vice President - Land Administration

(PMS)

STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me this 5 day of November, 2009, by Edwin S. Ryan, Jr., Senior Vice President - Land Administration of XTO Energy Inc., a Delaware Corporation, on behalf of said corporation.



Dorinda G. West
NOTARY PUBLIC, STATE OF TEXAS



4204271

**DESIGNATION OF UNIT
(HORSESHOE HILLS UNIT)**

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

1. **Designation of Unit.** The undersigned (whether one or more, the "Owner") is an owner of the valid and subsisting oil, gas and mineral lease(s) as described on the attached Exhibit A (together with all amendments and corrections thereto, the "Leases") insofar as the Leases cover and affect the land and depths described on Exhibit A. Pursuant to the Leases and the judgment of Owner that it is necessary and advisable to pool the Leases, and with the consent of the lessors of the Leases where required, the Owner hereby pools, consolidates, combines and unitizes the Leases and associated leasehold rights, overriding royalty, royalty interests and any other interest to the extent Owner has the authority to pool, for the purpose of drilling for, development, and production of gas and liquid hydrocarbons (including condensate, distillate and other liquids) from the Unit (as defined below). If at any time any tract of land or interest within the Unit is not properly pooled or unitized 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.

2. **Description of the Unit.** The unit ("Unit") includes the Leases, or portions thereof, and the interval(s), if any, as described on Exhibit A. If no depth limitations are set forth in Exhibit A, the Unit shall cover all depths. .

3. **Production from the Unit.** This Designation of Unit covers all operations on and production from the land and depths described on the attached Exhibit A, which is produced from any well drilled to the unitized interval underlying the Unit area to the effect that operations on and production from any tract within the Unit shall be considered operations on and production from all tracts within the Unit. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion that the number of net mineral acres in each of such tracts bears to the total number of net mineral acres in the Unit.

4. **Amendment.** The Owner reserves the right to amend this Designation of Unit from time to time, and at any time, to correct any error or to include in this Unit any newly acquired interests within 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 Leases, by appropriate amendments or instruments.

4204271

5. **Counterpart Signatures.** This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This unit may not be ratified or joined in by any party who is not named below without the consent of the parties hereto.

6. **Effective Date.** The Unit shall be effective as of the date it is filed for record in the official public records of the county and state set forth above, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the Leases included in the Unit are maintained in force by payment or tender of shut-in royalties or by any other means, in accordance with the terms of the Leases.

This Designation of Unit shall be binding on the Owner and all other owners of the interests pooled hereby and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 27th day of January, 2009.

OWNER:

XTO ENERGY INC.

By: Edwin S. Ryan, Jr.

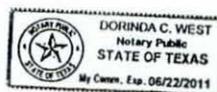
Edwin S. Ryan, Jr.

Sr. Vice President – Land Administration



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 27 day of January, 2009, by Edwin S. Ryan, Jr., the Senior Vice President – Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Dorinda C. West
Notary Public, State of Texas

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF
THAT CERTAIN DESIGNATION OF UNIT
Horseshoe Hills Unit

1. Oil and Gas Lease, dated June 29, 2005, between Kathy McCormick Flories, as Lessor and Antero Resources I, LP, as Lessee, a Memorandum of which is recorded in Document No. D205188071, of the Official Public Records of Tarrant County, Texas, *0089100*
1043-0030-00
2. Oil and Gas Lease, dated January 9, 2008, between Jeff Robinson and Vicki Robinson, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D208022320, of the Official Public Records of Tarrant County, Texas, *0181012*
1043-1235-00
3. Oil and Gas Lease, dated December 20, 2006, between Fred Amato and Melissa Amato, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217824, of the Official Public Records of Tarrant County, Texas, *0140837*
1043-0920-00
4. Oil and Gas Lease, dated March 7, 2007, between Steve Clare & Beatrice Clare, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207233342, of the Official Public Records of Tarrant County, Texas, *0103019*
1043-1214-00
5. Oil and Gas Lease, dated December 21, 2006, between Gary Turner, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218083, of the Official Public Records of Tarrant County, Texas, *0140714*
1043-0912-00
6. Oil and Gas Lease, dated June 5, 2007, between Tom's Cad Design & Drafting Services Inc., as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217896, of the Official Public Records of Tarrant County, Texas, *0140909*
1043-0939-00
7. Oil and Gas Lease, dated December 22, 2006, between Carol Rios Cohen and Chris Cohen, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207216174, of the Official Public Records of Tarrant County, Texas, *0140817*
1043-0933-00
8. Oil and Gas Lease, dated February 17, 2006, between Ramona Head, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207165543, of the Official Public Records of Tarrant County, Texas, *0140701*
1043-0918-00
9. Oil and Gas Lease, dated June 20, 2007, between Craig Lee Cole and Jana McCrory as Independent Executors of the Estate of Mary Jean Cole, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207400708, of the Official Public Records of Tarrant County, Texas and Ratification from Craig Cole dated January 19, 2009, recorded at Document No. D209015759, of the Official Public Records of Tarrant County, Texas, *0181709*
1043-1224-00
10. Oil and Gas Lease, dated August 19, 2007, between Constance Joan Myers, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207302465, of the Official Public Records of Tarrant County, Texas, *0105017*
1043-1202-00
11. Oil and Gas Lease, dated December 19, 2006, between Patton E. Maynard and Melinda F. Maynard, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217831, of the Official Public Records of Tarrant County, Texas, *0140604*
1043-0894-00
12. Oil and Gas Lease, dated June 16, 2007, between Louis G. Hornsby and Lisa Hornsby, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217831, of the Official Public Records of Tarrant County, Texas, *0140803*
1043-0922-00

recorded in Document No. D20207216167, of the Official Public Records of Tarrant County, Texas.

13. Oil and Gas Lease, dated July 17, 2007, between Marsha Clevenger Teater and Larry Teater, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207302466, of the Official Public Records of Tarrant County, Texas. ✓
14. Oil and Gas Lease, dated September 8, 2007, between Betty J. Norris Fowler, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207400712, of the Official Public Records of Tarrant County, Texas. 0181628
1043-1239-08
15. Oil and Gas Lease, dated December 31, 2007, between Matt O. Harrison, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D208006141, of the Official Public Records of Tarrant County, Texas. 0181513
1043-1227-08
16. Oil and Gas Lease, dated May 6, 2007, between Velda Jean Froman, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207165539, of the Official Public Records of Tarrant County, Texas. 0146806
1043-0923-00
17. Oil and Gas Lease, dated December 17, 2006, between Sherman B. Clark as Independent Executor of the Estate of Homer L. Clark, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207233340, of the Official Public Records of Tarrant County, Texas. ✓
18. Oil and Gas Lease, dated December 21, 2006, between Juan Gonzales and Rosalinda Langell, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218091, of the Official Public Records of Tarrant County, Texas. 0146868
1043-0931-00
19. Oil and Gas Lease, dated June 22, 2007, between Todd M. Cole and Stacey L. Cole, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207220447, of the Official Public Records of Tarrant County, Texas. 0146871
1043-0932-00
20. Oil and Gas Lease, dated April 26, 2007, between Bernie Conley and Jackie Conley, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218062, of the Official Public Records of Tarrant County, Texas. 0146912
1043-0940-00
21. Oil, Gas and Mineral Lease, dated November 14, 2008, between Khosrow Sadeghian, as Lessor and XTO Energy Inc., as Lessee, recorded in Document No. D208429303, of the Official Public Records of Tarrant County, Texas. ✓
22. Oil and Gas Lease, dated May 1, 2007, between Richard J. Clanin, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207165547, of the Official Public Records of Tarrant County, Texas. 0146759
1043-0917-00
23. Oil and Gas Lease, dated December 15, 2006, between Ken Yancey and Elisa Lopez, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207400710, of the Official Public Records of Tarrant County, Texas. 0163051
1043-1216-00
24. Oil and Gas Lease, dated December 13, 2006, between Billie Pell, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207215944, of the Official Public Records of Tarrant County, Texas. ✓
25. Oil and Gas Lease, dated November 26, 2008, between Billie Pell, as Lessor and XTO Energy Inc., as Lessee, recorded in Document No. D208445581, of the Official Public Records of Tarrant County, Texas. ✓

26. Oil and Gas Lease, dated August 20, 2007, between John Judson Bagwell, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207293896, of the Official Public Records of Tarrant County, Texas. 0181821
1043-1235-00
27. Oil and Gas Lease, dated November 16, 2006, between P.L. Burrell, as Trustee of the P.L. Burrell Trust, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217645, of the Official Public Records of Tarrant County, Texas. 0146617
1043-0890-00
28. Oil and Gas Lease, dated January 9, 2007, between Randy L. Massey, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207215942, of the Official Public Records of Tarrant County, Texas. 0151229
1043-1241-00
29. Oil and Gas Lease, dated June 16, 2007, between Richard F. Woodard and Donna M. Woodard, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207216166, of the Official Public Records of Tarrant County, Texas. 0163600
1043-1213-01
30. Oil and Gas Lease, dated June 14, 2007, between Wayne Towery and Pauline Towery, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217832, of the Official Public Records of Tarrant County, Texas. 0146710
1043-0920-00
31. Oil and Gas Lease, dated April 2, 2007, between Rafael Perez, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207302467, of the Official Public Records of Tarrant County, Texas. 0163594
1043-1211-00
32. Oil and Gas Lease, dated June 20, 2007, between John Qualls and Freddie Qualls, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217833, of the Official Public Records of Tarrant County, Texas. 0146829
1043-0924-00
33. Oil and Gas Lease, dated September 13, 2007, between Angel Johnson and William Johnson, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207400707, of the Official Public Records of Tarrant County, Texas. 0163678
1043-1220-00
34. Oil and Gas Lease, dated December 20, 2006, between Gene Jalomo and Vera Jalomo, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217898, of the Official Public Records of Tarrant County, Texas. 0146999
1043-0951-00
35. Oil and Gas Lease, dated December 20, 2006, between John C. Arnold, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217895, of the Official Public Records of Tarrant County, Texas. 0146847
1043-0927-00
36. Oil and Gas Lease, dated December 21, 2006, between Joseph Rehberger, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, recorded in Document No. D207192906, of the Official Public Records of Tarrant County, Texas. 0146647
1043-0920-00
37. Oil and Gas Lease, dated December 14, 2006, between Neil Smith, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217644, of the Official Public Records of Tarrant County, Texas. 0146675
1043-0905-00
38. Oil and Gas Lease, dated December 15, 2006, between J.A. Higgins, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207215945, of the Official Public Records of Tarrant County, Texas. 0146987
1043-0952-00
39. Oil and Gas Lease, dated October 11, 2007, between Robert F. Glover and Sylvia C. Glover, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207429285, of the Official Public Records of Tarrant County, Texas. 0181467
1043-1224-00

40. Oil and Gas Lease, dated April 26, 2007, between Bernie Conley and Jackie Conley, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207400716, of the Official Public Records of Tarrant County, Texas. 0181542
1043-1232-00
41. Oil and Gas Lease, dated December 16, 2006, between Michael J. Williams, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217648, of the Official Public Records of Tarrant County, Texas. 0146758
1043-0915-00
42. Oil and Gas Lease, dated December 16, 2006, between Floyd Harrell and Lisa Harrell, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217643, of the Official Public Records of Tarrant County, Texas. 0146983
1043-0951-00
43. Oil and Gas Lease, dated December 17, 2006, between Jay Curry and Rosa Ferguson, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207216176, of the Official Public Records of Tarrant County, Texas. 0146952
1043-0945-00
44. Oil and Gas Lease, dated December 19, 2006, between James Jackson and Lorrie Jackson, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218057, of the Official Public Records of Tarrant County, Texas. 0146952
1043-0945-00
45. Oil and Gas Lease, dated December 20, 2006, between Charles Smith, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207216169, of the Official Public Records of Tarrant County, Texas. 0146700
1043-0945-00
46. Oil and Gas Lease, dated December 15, 2006, between Evelyn F. Russell, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218084, of the Official Public Records of Tarrant County, Texas. 0146651
1043-0902-00
47. Oil and Gas Lease, dated June 12, 2007, between Amanda Frances Roberts a/k/a Frances A. Sumner, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218066, of the Official Public Records of Tarrant County, Texas. 0146641
1043-0901-00
48. Oil and Gas Lease, dated December 19, 2006, between John Burridge, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218090, of the Official Public Records of Tarrant County, Texas. 0146914
1043-0941-00
49. Oil and Gas Lease, dated January 2, 2008, between Tommy Fierro and Elivira Fierro, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D208006138, of the Official Public Records of Tarrant County, Texas. 0181536
1043-1229-00
50. Oil and Gas Lease, dated December 20, 2006, between Clifton C. Barnes, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218088, of the Official Public Records of Tarrant County, Texas. 0146857
1043-0925-00
51. Oil and Gas Lease, dated July 29, 2007, between Janet Mae Randall, a/k/a Janet Mae Douglas, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207293898, of the Official Public Records of Tarrant County, Texas. 0163547
1043-1203-00
52. Oil and Gas Lease, dated December 20, 2006, between L.D. Gallaway, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217894, of the Official Public Records of Tarrant County, Texas. 0146976
1043-0950-00
53. Oil and Gas Lease, dated December 20, 2006, between David Gallaway, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207215941, of the Official Public Records of Tarrant County, Texas. 0146977
1043-0949-00

54. Oil and Gas Lease, dated December 16, 2006, between Donna Wiseman and Phillip Wiseman, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207400705, of the Official Public Records of Tarrant County, Texas. *0181585*
10431234
55. Oil and Gas Lease, dated December 16, 2006, between Sandra Campbell, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207216172, of the Official Public Records of Tarrant County, Texas. *0146938*
1043-0943-00
56. Oil and Gas Lease, dated December 20, 2006, between Tish Noel Smith Lampley, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217897, of the Official Public Records of Tarrant County, Texas. *0146584*
1043-0942-00
57. Oil and Gas Lease, dated December 16, 2006, between Carlen J. Glen Walker, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218086, of the Official Public Records of Tarrant County, Texas. *0146738*
1043-0913-00
58. Oil and Gas Lease, dated December 15, 2006, between Arthur Wanner, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217649, of the Official Public Records of Tarrant County, Texas. *0146745*
1043-0914-00
59. Oil and Gas Lease, dated December 17, 2006, between Leonard Gable and Yukonna Gable, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207215940, of the Official Public Records of Tarrant County, Texas. *0146948*
1043-0948-00
60. Oil and Gas Lease, dated December 21, 2006, between Jon Parker and Edna Parker, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218060, of the Official Public Records of Tarrant County, Texas. *0181596*
1043-1237-00
61. Oil and Gas Lease, dated December 16, 2006, between Frank Smith, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218064, of the Official Public Records of Tarrant County, Texas. *0146600*
1043-0904-00
62. Oil and Gas Lease, dated December 20, 2006, between Melissa Lindsey and Mathew Lindsey, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217826, of the Official Public Records of Tarrant County, Texas. *0146596*
1043-0893-00
63. Oil and Gas Lease, dated December 14, 2006, between Virgil Traweeks, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217650, of the Official Public Records of Tarrant County, Texas. *0146712*
1043-0911-00
64. Oil and Gas Lease, dated June 13, 2007, between David M. Farley and Eva M. Farley, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207227357, of the Official Public Records of Tarrant County, Texas. *0146955*
1043-0946-00
65. Oil and Gas Lease, dated December 18, 2006, between Denise Appleton, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218093, of the Official Public Records of Tarrant County, Texas. *0181784*
1043-1240-00
66. Oil and Gas Lease, dated December 14, 2006, between Ricky L. Moore, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207216170, of the Official Public Records of Tarrant County, Texas. *0146608*
1043-0895-00
67. Oil and Gas Lease, dated December 17, 2006, between Darlene Calk, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207215946, of the Official Public Records of Tarrant County, Texas. *0146933*
1043-0942-00

68. Oil and Gas Lease, dated December 22, 2006, between Rodney G. Butler, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207216168, of the Official Public Records of Tarrant County, Texas. *0146803*
1043-0930-0
69. Oil and Gas Lease, dated January 2, 2007, between Ray Williams, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207215943, of the Official Public Records of Tarrant County, Texas. *0181051*
1043-1242-05
70. Oil and Gas Lease, dated December 16, 2006, between Dewey Parten, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218085, of the Official Public Records of Tarrant County, Texas. *0146222*
1043-0897-00
71. Oil and Gas Lease, dated October 12, 2007, between Billy Dyer and Teresa M. Dyer, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207400704, of the Official Public Records of Tarrant County, Texas. *01403056*
1043-1221-05
72. Oil and Gas Lease, dated December 17, 2006, between Emil Fritz, III, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207216171, of the Official Public Records of Tarrant County, Texas. *0146900*
1043-0947-00
73. Oil and Gas Lease, dated December 17, 2006, between Debra Benson, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218087, of the Official Public Records of Tarrant County, Texas. *0146800*
1043-0929-00
74. Oil and Gas Lease, dated December 14, 2006, between Neil L. Smith, II, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207029707, of the Official Public Records of Tarrant County, Texas. *0146682*
1043-0900-00
75. Oil and Gas Lease, dated December 19, 2006, between Charles Cosby, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207216175, of the Official Public Records of Tarrant County, Texas. *0146943*
1043-0944-00
76. Oil and Gas Lease, dated December 20, 2006, between Delana D. Swearingen, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217651, of the Official Public Records of Tarrant County, Texas. *0146708*
1043-0909-00
77. Oil and Gas Lease, dated December 16, 2006, between Martis Ray Rasco, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218065, of the Official Public Records of Tarrant County, Texas. *0146640*
1043-0899-00
78. Oil and Gas Lease, dated July 20, 2007, between Evert H. Jewell and Sol D. Jewell, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207293899, of the Official Public Records of Tarrant County, Texas. *0181529*
1043-1228-00
79. Oil and Gas Lease, dated June 17, 2007, between Mary Lou Zamora and Jose Zamora, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207215938, of the Official Public Records of Tarrant County, Texas. *0146770*
1043-0920-00
80. Oil and Gas Lease, dated June 20, 2007, between Myrtle Fore, Sole Trustee of the Fore Living Trust, Trustee of Trust "B", as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207215939, of the Official Public Records of Tarrant County, Texas. *0146894*
1043-0930-00
81. Oil and Gas Lease, dated January 10, 2007, between Jeremy Stephens, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218063, of the Official Public Records of Tarrant County, Texas. *0146694*
1043-0907-00

82. Oil and Gas Lease, dated December 16, 2006, between Robert Shanks, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218058, of the Official Public Records of Tarrant County, Texas. *0146655
1043-0903-20*
83. Oil and Gas Lease, dated June 24, 2007, between Richard Colchado and Patricia A. Colchado, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207220445, of the Official Public Records of Tarrant County, Texas. *0147015
1043-0956-00*
84. Oil and Gas Lease, dated June 25, 2007, between Jesus Perez and Enedina G. Perez, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207220444, of the Official Public Records of Tarrant County, Texas. *0147029
1043-0957-01*
85. Oil and Gas Lease, dated December 20, 2006, between Nelda Jean Curry as Independent Executor of the Estate of A.C. Crouch, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207029700, of the Official Public Records of Tarrant County, Texas. *0181774
1043-0904-00*
86. Oil and Gas Lease, dated December 16, 2006, between Raymond Stuart, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207218059, of the Official Public Records of Tarrant County, Texas. *046705
1043-0908-00*
87. Oil and Gas Lease, dated December 22, 200, between Marshall Brannen and Suzette Brannen, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207233341, of the Official Public Records of Tarrant County, Texas. *0181793
1043-1212-00*
88. Oil and Gas Lease, dated August 21, 2007, between Martin Segura, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207400713, of the Official Public Records of Tarrant County, Texas. *0163581
1043-1208-00*
89. Oil and Gas Lease, dated August 31, 2007, between Patricia Brew, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207327072, of the Official Public Records of Tarrant County, Texas. *0163677
1043-1219-00*
90. Oil and Gas Lease, dated April 26, 2007, between Bernie Conley and Jackie Conley, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207400715, of the Official Public Records of Tarrant County, Texas. *0181545
1043-1231-00*
91. Oil and Gas Lease, dated September 18, 2007, between Martin G. Granville, Jr., as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207370012, of the Official Public Records of Tarrant County, Texas. *0181838
1043-1223-00*
92. Oil and Gas Lease, dated December 3, 2008, between Christopher Hamel and Melissa Hamel, husband and wife, as Lessor and XTO Energy Inc., as Lessee, a Memorandum of which is recorded in Document No. D208446066, of the Official Public Records of Tarrant County, Texas.
93. Oil and Gas Lease, dated August 22, 2007, between James H. Ferguson and Alta Rae Ferguson, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207311143, of the Official Public Records of Tarrant County, Texas. *0163580
1043-1209-01*
94. Oil and Gas Lease, dated December 31, 2007, between Dennis C. Hanson, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D208006137, of the Official Public Records of Tarrant County, Texas. *0163628
1043-1215-01*
95. Oil and Gas Lease, dated August 28, 2007, between Alex Hayden Hankins and Jo'Rella Hankins, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of *0163590
1043-1210-01*

which is recorded in Document No. D207311140, of the Official Public Records of Tarrant County, Texas.

96. Oil and Gas Lease, dated August 28, 2007, between Gary Blackman and Gloria Blackman, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207311139, of the Official Public Records of Tarrant County, Texas. *0163570*
1043-1206-01
97. Oil and Gas Lease, dated December 26, 2006, between Timothy W. Touchette, a/k/a Timothy Wayne Touchette, a single man and Roger D. Touchette and wife, Jonni L. Touchette, as Lessor and XTO Energy Inc., as Lessee, a Memorandum of which is recorded in Document No. D207025429, of the Official Public Records of Tarrant County, Texas. *0135030*
1043-0452-00
98. Oil and Gas Lease, dated August 31, 2007, between Don M. Broom, St., as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207327071, of the Official Public Records of Tarrant County, Texas. *0163621*
1043-1218-00
99. Oil and Gas Lease, dated August 28, 2007, between Wayne B. Nelius, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207311141, of the Official Public Records of Tarrant County, Texas. *0163561*
1043-1205-01
100. Oil and Gas Lease, dated August 28, 2007, between Garland W. Lancaster, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207311138, of the Official Public Records of Tarrant County, Texas. *0143575*
1043-1207-01
101. Oil and Gas Lease, dated June 14, 2007, between Homer O. Meador and Joyce Meador, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207217830, of the Official Public Records of Tarrant County, Texas. *0146901*
1043-0937-01
102. Oil and Gas Lease, dated July 1, 2007, between Judith P. Smith, a/k/a Judith Alice Plehinger Smith, a single woman, as Lessor and XTO Energy Inc., as Lessee, recorded in Document No. D208316565, of the Official Public Records of Tarrant County, Texas. *0209470*
1043-1548-00
103. Oil and Gas Lease, dated December 22, 2006, between Yvonne Stephens, as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207192897, of the Official Public Records of Tarrant County, Texas.
104. Oil and Gas Lease, dated September 18, 2007, between Granville G. Martin, Jr., as Lessor and Fort Worth Basin Oil & Gas Development, LP, as Lessee, a Memorandum of which is recorded in Document No. D207370011, of the Official Public Records of Tarrant County, Texas. *0181838*
1043-1223-00
105. Oil and Gas Lease, dated November 14, 2008, between Gordon D. Culwell and Dorothy M. Gibson, husband and wife as Lessor and XTO Energy Inc., as Lessee, recorded in Document No. D208429597, of the Official Public Records of Tarrant County, Texas.
106. Oil and Gas Lease, dated November 14, 2008, between 6735 Red Oak Ct. Mineral Trust, as Lessor and XTO Energy Inc., as Lessee, recorded in Document No. D208429598, of the Official Public Records of Tarrant County, Texas.

EXHIBIT "B"
FIELD NOTES FOR
HORSESHOE HILLS UNIT
433.50 ACRE

BEING A 433.50 ACRE GAS LEASE AREA SITUATED IN THE JACOB WILCOX SURVEY, ABSTRACT No. 1724, AND THE JACOB WILCOX SURVEY, ABSTRACT No. 1702 OF TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE AFOREMENTIONED 433.50 ACRES GAS LEASE AREA AND THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 1.854 ACRE TRACT OF LAND, MORE OR LESS, OUT OF TRACT 21, HORSESHOE HILLS ADDITION, TARRANT COUNTY, TEXAS, IN DEED TO DON M. BROOM SR. AND DORIS A. BROOM AS RECORDED UNDER DOCUMENT NUMBER D194184413 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS;

THENCE N 89°41'46" W A DISTANCE OF 220.49', TO A POINT;

THENCE N 89°46'29" W A DISTANCE OF 237.53', TO A POINT;

THENCE N 89°45'23" W A DISTANCE OF 425.26', TO A POINT;

THENCE N 89°45'23" W A DISTANCE OF 288.14', TO A POINT;

THENCE N 89°44'46" W A DISTANCE OF 185.00', TO A POINT;

THENCE N 89°45'16" W A DISTANCE OF 252.27', TO A POINT;

THENCE N 89°46'02" W A DISTANCE OF 150.23', TO A POINT;

THENCE N 89°46'02" W A DISTANCE OF 69.80', TO A POINT;

THENCE N 89°46'02" W A DISTANCE OF 320.88', TO A POINT;

THENCE N 00°00'00" W A DISTANCE OF 552.35', TO A POINT;

THENCE N 78°03'55" W A DISTANCE OF 123.19', TO A POINT;

THENCE N 78°03'55" W A DISTANCE OF 481.27', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 851.04', TO A POINT;

THENCE N 89°41'56" W A DISTANCE OF 229.49', TO A POINT;

THENCE N 00°11'37" E A DISTANCE OF 581.08', TO A POINT;

THENCE N 00°11'37" E A DISTANCE OF 860.76', TO A POINT;

THENCE S 89°49'02" E A DISTANCE OF 229.59', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 80.68', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 474.92', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 150.41', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 289.58', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 218.50', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 1323.12', TO A POINT;
THENCE S 88°47'37" E A DISTANCE OF 1361.09', TO A POINT;
THENCE N 00°37'28" E A DISTANCE OF 1673.17', TO A POINT;
THENCE S 85°13'12" E A DISTANCE OF 1949.85', TO A POINT;
THENCE S 52°37'05" E A DISTANCE OF 972.64', TO A POINT;
THENCE S 00°20'33" W A DISTANCE OF 912.87', TO A POINT;
THENCE N 89°50'35" W A DISTANCE OF 1315.90', TO A POINT;
THENCE S 02°07'29" W A DISTANCE OF 918.37', TO A POINT;
THENCE N 89°18'37" W A DISTANCE OF 416.30', TO A POINT;
THENCE S 00°29'23" W A DISTANCE OF 399.61', TO A POINT;
THENCE S 89°51'56" E A DISTANCE OF 417.96', TO A POINT;
THENCE S 00°03'26" W A DISTANCE OF 631.62', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 293.92', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 210.40', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 508.80', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 276.04', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 60.14', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 172.62', TO A POINT;
THENCE S 00°12'47" W A DISTANCE OF 506.36', TO A POINT;
THENCE N 89°46'26" W A DISTANCE OF 222.89', TO A POINT;
THENCE S 00°03'29" W A DISTANCE OF 101.93', TO A POINT;
THENCE N 89°57'12" E A DISTANCE OF 222.80', TO A POINT;
THENCE S 00°06'44" W A DISTANCE OF 286.86', TO A POINT;
THENCE S 00°06'44" W A DISTANCE OF 221.71', TO A POINT;
THENCE S 00°05'47" W A DISTANCE OF 509.43', TO A POINT;
THENCE S 00°16'00" W A DISTANCE OF 407.20', TO THE POINT OF BEGINNING
AND CONTAINING 433.50 ACRES OF LAND, MORE OR LESS.

Electronically Recorded

Official Public Records

Tarrant County Texas

2009 Jan 30 02:52 PM

Fee: \$ 64.00

Submitter: SIMPLIFILE

D209024914

13 Pages

Suzanne Henderson

**DESIGNATION OF UNIT
(HORSESHOE HILLS UNIT)**

STATE OF TEXAS §§
COUNTY OF TARRANT §§

KNOW ALL MEN BY THESE PRESENTS:

1. **Designation of Unit.** The undersigned (whether one or more, the "Owner") is an owner of the valid and subsisting oil, gas and mineral lease(s) as described on the attached Exhibit A (together with all amendments and corrections thereto, the "Leases") insofar as the Leases cover and affect the land and depths described on Exhibit A. Pursuant to the Leases and the judgment of Owner that it is necessary and advisable to pool the Leases, and with the consent of the lessors of the Leases where required, the Owner hereby pools, consolidates, combines and unitizes the Leases and associated leasehold rights, overriding royalty, royalty interests and any other interest to the extent Owner has the authority to pool, for the purpose of drilling for, development, and production of gas and liquid hydrocarbons (including condensate, distillate and other liquids) from the Unit (as defined below). If at any time any tract of land or interest within the Unit is not properly pooled or unitized 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.

2. **Description of the Unit.** The unit ("Unit") includes the Leases, or portions thereof, and the interval(s), if any, as described on Exhibit A. If no depth limitations are set forth in Exhibit A, the Unit shall cover all depths. .

3. **Production from the Unit.** This Designation of Unit covers all operations on and production from the land and depths described on the attached Exhibit A, which is produced from any well drilled to the unitized interval underlying the Unit area to the effect that operations on and production from any tract within the Unit shall be considered operations on and production from all tracts within the Unit. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion that the number of net mineral acres in each of such tracts bears to the total number of net mineral acres in the Unit.

4. **Amendment.** The Owner reserves the right to amend this Designation of Unit

D209024914

File No. MF109979
First Amendment to
Horseshoe Hills Unit
Date Filed: 5/3/10
Jerry Patterson, Commissioner
By: [Signature]

DrillingInfo One-Page Production Summary



[Tag This Element](#)

API# 42-439-33913
 Well# A 1H
 Lease HORSESHOE HILLS UNIT
 Field NEWARK, EAST (BARNETT SHALE)
 Lease XTO ENERGY INC.
 Operator [Well Op History](#)
 County Tarrant
 State Texas
 Location 1429.0 S / 2519.0 E, WILCOX, J A-1702
 Elevation 726
 Date Spud --
 Date TD --
 Logs Run GAMMA,RAY,

Prod.	First Production	Most Recent Production	Cumulative (MCF & BBL)	Gravity (SG & API)	Gatherer
Oil	5/1/09	10/1/11	0	0.00	SUNOC
Gas	5/1/09	10/1/11	22,619	0.60	BARNG

Most Recently Reported Monthly Production (12 Months)

Mo/Yr	Gas (MCF)					Oil (BBL)				Water (BW)	#Wells Flowing	#Wells Other	Avg Gas (MCF/D)	Avg Oil (BBL/D)	Avg Wtr (BW/D)
	Produced	Sold	Used	Vented/Flared	Other	Produced	Sold	Other	Closing						
4/2012	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
5/2012	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
6/2012	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
7/2012	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
8/2012	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
9/2012	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
10/2012	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
11/2012	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
12/2012	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
1/2013	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
2/2013	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
3/2013	0	0	0	0	0	0	0	0	0	0	---	---	0.00	0.00	0.00
Totals	0	0	0	0	0	0	0	0	0	0	---	---	---	---	---

Annual Production

Year	Gas (MCF)	Oil (BBL)	Water (BW)	#Wells Flowing	#Wells Other	Avg Gas (MCF/D)	Avg Oil (BBL/D)	Avg Wtr (BW/D)	Annual Dec. Gas	Annual Dec. Oil
2009	12,850	0	---	---	---	140.90	0.00	0.00	---	---
2010	8,739	0	---	---	---	23.96	0.00	0.00	32.0%	---
2011	1,030	0	---	---	---	2.82	0.00	0.00	88.2%	---
2012	0	0	---	---	---	0.00	0.00	0.00	100.0%	---
2013	0	0	---	---	---	0.00	0.00	0.00	---	---
Totals	22,619	0	---	---	---	---	---	---	---	---

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RAILROAD COMMISSION OF TEXAS

Form W-3A

Rev. 1/1/83
EAG0897

Oil and Gas Division

Notice of Intention to Plug and Abandon

Job 2013-2353

Type or print only

Operators must comply with RRC plugging procedures as outlined on the reverse side.

1. Operator's Name and Address (Exactly as shown on Form P-5, Organization Report) XTO ENERGY INC 600 E EXCHANGE AVE FORT WORTH, TX 76164		3. RRC District No. 09/ 05	4. County of Well Site Tarrant					
2. RRC Operator Number <u>945936</u>		5. API No. 42-439-33913	6. Drilling Permit No. 673752					
10. Field Name (Exactly as shown on RRC records) NEWARK, EAST (BARNETT SHALE)		11. Lease Name Horseshoe Hills Unit						
12. Location • Section No. _____ Block No. _____ Survey <u>Wilcox, J</u> No. _____ Abstract No. <u>A-1702</u> • Distance (in miles) and direction from a nearby town in this county (name the town). <u>4 mi SE of Azle</u>								
13. Type of well 1- oil 3- disposal 5- other (specify) _____ 2- gas 4- injection Enter appropriate no. in box <input checked="" type="checkbox"/> <u>2</u>		14. Type of Completion Single <input checked="" type="checkbox"/> Multiple <input type="checkbox"/>						
		15. Total depth 9525' md 6575' tvd						
16. Usable-quality water strata (as determined by Texas Dept. of Water Resources) occur to a depth of <u>725 + 20</u> feet and in deeper strata from _____ to _____ feet; and from _____ to _____ feet								
17. • If there are wells in this area which are producing from or have produced from a shallower zone, state depth of zone <u>NA</u> • If there are wells into which salt water is being or has been disposed of into a shallower zone, state depth of zone <u>NA</u>								
18. Casing record (list all casing in well)								
Size	Depth	Cement (sacks)	Drilled hole size	Top of cement (feet)	Top of cement determined by:			Anticipated casing recovery (feet)
					Temper. Survey	Calculated	Cement bond log	
<u>9 5/8</u> set @	<u>800</u> w/	<u>280</u>	<u>12 1/4</u>	<u>SURF</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<u>5 1/2</u> set @	<u>9525</u> w/	<u>910</u>	<u>8 3/4</u>	<u>5224</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>4500</u>
_____ set @	_____ w/	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____ set @	_____ w/	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____ set @	_____ w/	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
19. Has notice of intent to plug been filed previously for this well? <input type="checkbox"/> Yes <u> </u> / <u> </u> / <u> </u> <input checked="" type="checkbox"/> No					20. Plugging proposal (List all bridge and cement plugs. Load the hole with at least 9.5 lbs. per gallon mud.) <i>* Perf & Squeeze unless csg is pulled.</i>			
21. Record of perforated intervals or open hole					No. of sacks Depth in feet (top & bottom)			
Perforations	Open	Plugged	Plugging method		1.	<u>25</u>	<u>6179-6018</u>	
<u>8448 - 9444</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____		2.	<u>45</u>	<i>* 3500-3365</i>	
<u>7704 - 8328</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>cement squeeze</u>		3.	<u>80</u>	<i>* 850-750 TAG</i>	
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____		4.	<u>10</u>	<u>13-3</u>	
Open Hole	<input type="checkbox"/>	<input type="checkbox"/>	_____		5.	_____	_____	
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____		6.	_____	_____	
22. Name and address of cementing company or contractor PLUGGER MUST BE RRC CERTIFIED CEMENTER					7.	_____	_____	
					8.	_____	_____	
23. Anticipated plugging date for this well is: <u> </u> / <u> </u> / <u> </u> mo. day yr.								
Amy Byars Typed or printed name of operator's representative					Regulatory Analyst Title of person			
817-378-5365 Telephone: Area Code Number					<i>Amy Byars</i> Signature			
Date: <u>01 / 21 / 2013</u> mo. day yr.								

Expiration date 8/7/13 RRC District Office Action 2/7/13
mo. day yr. District Director Date

File No. MF 109979

Production Summary - Non-Prod.

P + A Notice of Intent

Date Filed: 2/7/13

Jerry E. Patterson, Commissioner

By ESP

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

November 14, 2013

Elizabeth Merritt, Land Analyst
XTO Energy Inc.
810 Houston Street
Fort Worth, TX 76102

sent via email to: elizabeth_merritt@xtoenergy.com

**Re: State Lease MF109979
Unit 4752**

Highway Right of Way Lease dated March 10, 2009
Primary Term: 18 months
1.88 acres, Jacob Wilcox Survey, A-1724
Tarrant County, Texas
Horseshoe Hills Unit A 1H – API#42-439-33913

Dear Ms. Merritt:

It appears that the above-referenced lease and unit may have terminated December 1, 2011 due to non-production. In reviewing the lease, we find that Horseshoe Hills Unit A #1H, API #42-439-33913 has not produced since October 1, 2011. We also find that Notice of intent to Plug and Abandon was filed with the Railroad Commission and approved February 7, 2013. However, we do not find any documentation that the well has actually been plugged.

If operations were commenced on this lease and this lease is in production, please forward all records required by the terms of the lease to me immediately.

You have 30 days from the receipt of this letter in which to present evidence and convince the General Land Office that the subject lease and unit has not terminated. If such evidence has not been presented at the expiration of the 30-day period, this lease and unit shall be endorsed "terminated".

Sincerely,

Susan Draughn, Landman
Energy Resources, Mineral Leasing
512-463-6521 (direct)
512-475-1543 (fax)
susan.draughn@glo.texas.gov

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. MF 109979
Letter sent regarding termination

Date Filed: 11/14/13
Jerry E. Patterson, Commissioner

By SSD

From: "Smith, Andrea" <Andrea_Smith@xtoenergy.com>
To: "susan.draughn@glo.texas.gov" <susan.draughn@glo.texas.gov>
Date: 11/15/2013 11:05 AM
Subject: FW: Texas General Land Office MF109979
Attachments: MF109979_13_11-14_XTO_Termination.pdf; HORSESHOE HILLS UNIT A 1H APPROVED W3-A.pdf

Ms. Draughn,

The Horseshoe Hills Unit A 1H has been plugged. Please see the attached W-3A.

Have a Great Day!

Andrea Smith, RPL
Land Department
XTO ENERGY a subsidiary of ExxonMobil
817-885-2142
817-885-1872 (Fax)
Andrea_Smith@xtoenergy.com

-----Original Message-----

From: Susan Draughn [mailto:Susan.Draughn@GLO.TEXAS.GOV]
Sent: Thursday, November 14, 2013 4:48 PM
To: Merritt, Elizabeth
Subject: Fwd: Texas General Land Office MF109979

My apologies; it is easier to understand with an attachment. The letter attached herein.
Susan Draughn

>>> Susan Draughn 11/14/2013 4:43 PM >>>
Ms. Merritt,

Please see the attached letter regarding the status of state lease MF109979.

Sincerely yours,

Susan Draughn
Landman, Energy Resources, Mineral Leasing
Texas General Land Office
512/463-6521 Direct
email: susan.draughn@glo.texas.gov

RAILROAD COMMISSION OF TEXAS

Form W-3A

Rev. 1/1/83

EAG0897

Type or print only

Oil and Gas Division

Notice of Intention to Plug and Abandon

Job 2013-2353

Operators must comply with RRC plugging procedures as outlined on the reverse side.

1. Operator's Name and Address (Exactly as shown on Form P-5, Organization Report) XTO ENERGY INC 600 E EXCHANGE AVE FORT WORTH, TX 76164		3. RRC District No. 09/05	4. County of Well Site Tarrant																																																									
2. RRC Operator Number <u>945936</u>		5. API No. 42-439-33913	6. Drilling Permit No. 673752																																																									
10. Field Name (Exactly as shown on RRC records) NEWARK, EAST (BARNETT SHALE)		11. Lease Name Horseshoe Hills Unit																																																										
12. Location • Section No. _____ Block No. _____ Survey <u>Wilcox, J</u> No. _____ Abstract No. <u>A- 1702</u> • Distance (in miles) and direction from a nearby town in this county (name the town). <u>4 mi SE of Azle</u>																																																												
13. Type of well 1- oil 3- disposal 5- other (specify) _____ 2- gas 4- injection Enter appropriate no. in box <input type="checkbox"/> <u>2</u>		14. Type of Completion Single <input checked="" type="checkbox"/> Multiple <input type="checkbox"/>																																																										
15. Total depth 9525' md 6575' tvd																																																												
16. Usable-quality water strata (as determined by Texas Dept. of Water Resources) occur to a depth of <u>725 + 20</u> feet and in deeper strata from _____ to _____ feet; and from _____ to _____ feet																																																												
17. • If there are wells in this area which are producing from or have produced from a shallower zone, state depth of zone <u>NA</u> • If there are wells into which salt water is being or has been disposed of into a shallower zone, state depth of zone <u>NA</u>																																																												
18. Casing record (list all casing in well) <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th rowspan="2">Size</th> <th rowspan="2">Depth</th> <th rowspan="2">Cement (sacks)</th> <th rowspan="2">Drilled hole size</th> <th rowspan="2">Top of cement (feet)</th> <th colspan="3">Top of cement determined by:</th> <th rowspan="2">Anticipated casing recovery (feet)</th> </tr> <tr> <th>Temper. Survey</th> <th>Calculated</th> <th>Cement bond log</th> </tr> </thead> <tbody> <tr> <td>9 5/8 set @</td> <td>800 w/</td> <td>280</td> <td>12 1/4</td> <td>SURF</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>5 1/2 set @</td> <td>9525 w/</td> <td>910</td> <td>8 3/4</td> <td>5224</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>4500</td> </tr> <tr> <td>_____ set @</td> <td>_____ w/</td> <td>_____</td> <td>_____</td> <td>_____</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>_____ set @</td> <td>_____ w/</td> <td>_____</td> <td>_____</td> <td>_____</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>_____</td> </tr> <tr> <td>_____ set @</td> <td>_____ w/</td> <td>_____</td> <td>_____</td> <td>_____</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>_____</td> </tr> </tbody> </table>				Size	Depth	Cement (sacks)	Drilled hole size	Top of cement (feet)	Top of cement determined by:			Anticipated casing recovery (feet)	Temper. Survey	Calculated	Cement bond log	9 5/8 set @	800 w/	280	12 1/4	SURF	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		5 1/2 set @	9525 w/	910	8 3/4	5224	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4500	_____ set @	_____ w/	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____ set @	_____ w/	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____ set @	_____ w/	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
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19. Has notice of intent to plug been filed previously for this well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		20. Plugging proposal (List all bridge and cement plugs. Load the hole with at least 9.5 lbs. per gallon mud.) <i>* Perf & Squeeze unless CSG is pulled.</i> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th>No. of sacks</th> <th>Depth in feet (top & bottom)</th> </tr> </thead> <tbody> <tr> <td><u>25</u></td> <td><u>6179-6018</u></td> </tr> <tr> <td><u>45</u></td> <td><u>* 3500-3365</u></td> </tr> <tr> <td><u>80</u></td> <td><u>* 850-750 TAG</u></td> </tr> <tr> <td><u>10</u></td> <td><u>13-3</u></td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		No. of sacks	Depth in feet (top & bottom)	<u>25</u>	<u>6179-6018</u>	<u>45</u>	<u>* 3500-3365</u>	<u>80</u>	<u>* 850-750 TAG</u>	<u>10</u>	<u>13-3</u>	_____	_____	_____	_____	_____	_____	_____	_____																																							
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23. Anticipated plugging date for this well is: _____ / _____ / _____ mo. day yr.																																																												
Amy Byars Typed or printed name of operator's representative		Regulatory Analyst Title of person																																																										
817-378-5365 01 / 21 / 2013 Telephone: Area Code Number Date: mo. day yr		_____ Signature																																																										

RRC District Office Action

Expiration date 8/7/13 for Wanda M. Clendon 2/7/13
 mo. day yr. District Director Date

13.

File No. MF 109979
email from operator - well P+A
W-3A attached

Date Filed: 11-15-13

Jerry E. Patterson, Commissioner

By: JP