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MF110554

~~#5957~~
~~#6138~~

State Lease Control Base File County
MF110554 65-902205 TARRANT

TERMINATION
DATE 5/1/2024
LEASING [Signature]
MAPS [Signature]
GIS MC

Survey TARRANT COUNTY ROADS
Block
Block Name
Township
Section/Tract
Land Part
Part Description
Acres 0.070773
Depth Below Depth Above Depth Other
0 0
Name QUICKSILVER RESOURCES, INC.
Lease Date 2/2/2010
Primary Term 2 yrs
Bonus (\$) \$212.32
Rental (\$) \$0.00
Lease Royalty 0.2500

Leasing: [Signature]
Analyst: [Signature]
Maps: [Signature]
GIS: ZS



CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

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

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| 1. Lease | 12/8/09 |
| 2. Letters + fee | 12/8/09 |
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| 8. Assignment | 12/8/09 |
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| 10. Letter + Bonuses | 3/8/10 |
| 11. Lease | 3/8/10 |

~~See MF109585 #19 - Unit 5957 10-31-12~~

See MF109585 #21 Unit 6132 Wh12 ©

Scanned PTC 5-6-13

12. Copy of Lease 7-22-13

Scanned sm 7/31/13

13. Termination Letter 8/27/2024

14. USPS Tracking of Termination Letter 11/14/2024

Scanned sm 12/11/2024

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110554)
GENERAL LAND OFFICE
AUSTIN, TEXAS

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

1. Lessor, in consideration of **Two Hundred Twelve 32/100 (\$ 212.32)** 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:

.070773 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 **.070773 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 **two years, from February 2, 2010** 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.

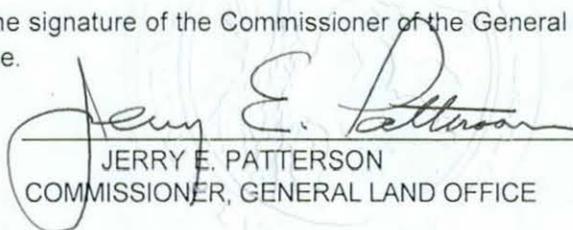
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

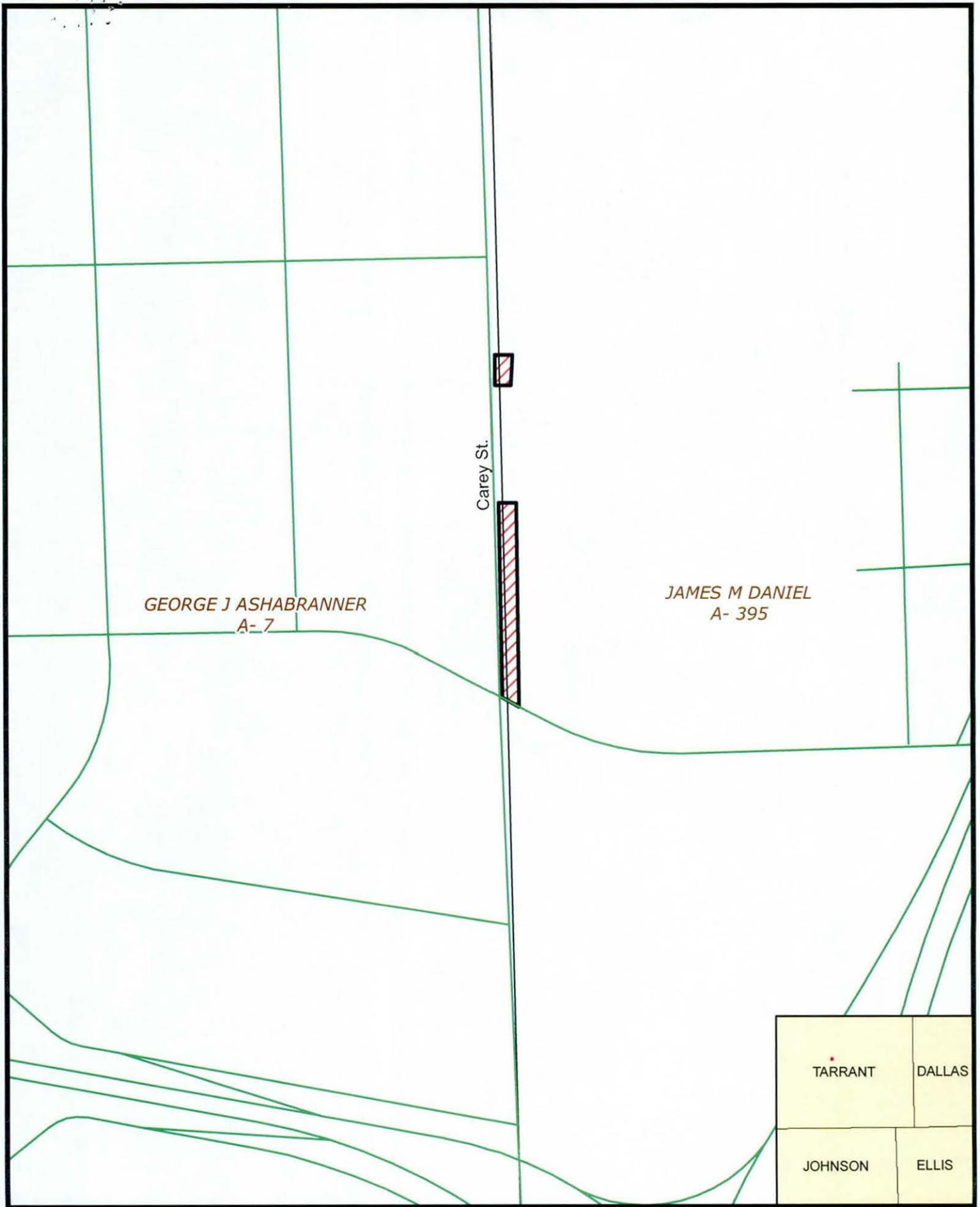
Exhibit "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated February 2, 2010, by and between the State of Texas, as lessor, and Quicksilver Resources, Inc. as lessee, covering acreage to be leased in Tarrant County, Texas, being part of Carey Street.

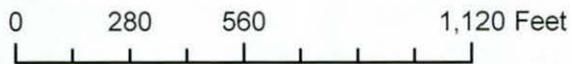
.070773 acres of land, more or less, situated in the J. M. Daniels Survey, A-395 and the G. J. Assabraner Survey, A-7 described in the following deeds filed in the Deeds of Records of Tarrant County.

Deed from Red Arrow Freight Lines, Inc. to the City of Ft. Worth, County of Tarrant, State of Texas
dated, 5/1/1989 and recorded in Vol. 89602, P. 1414
of the Deed Records, Tarrant County.

Deed from Clyde Peabody to the City of Ft. Worth
County of Tarrant, State of Texas
dated 1/23/1989 and recorded in Vol. 09525,
P. 466 of the Deed Records, Tarrant County.



Map showing a
Buffer of Carey St.
.070773 ac
Tarrant County



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 2, 2010

1.
File No. NF110554

Glase

Date Filed: 12/8/09

Jerry Patterson, Commissioner

By [Signature]

KELLAM MAGEE AND COMPANY LLC
Jackie Hall
603 E. Belknap
Fort Worth, Texas 76102
817-781-6103

December 7, 2009

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

No Money
-m-110554

(+212.32) 3000.00
2 yr Pendup
1/4
Shut in 25.00

Attention: Mr. Drew Reid

Regarding: Oil, Gas, and Mineral Lease
Ownership of Mineral Estate in a portion of Carey Street
Tarrant County, Texas
Lake Arlington Prospect

• 070773 AC

Dear Mr. Reid:

Attached please find the following items relating to the leasing of the above right-of-way tracts:

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

Please feel free to contact me at 817-781-6103 or I will make myself available for a meeting at your Austin Office.

Respectfully,

Jackie Hall
Jackie Hall
Landman

Poe: Quicksilver Res., Inc.
777 West Rose Dale
Suite 300
Fort Worth, TX
76104



KELLAM MAGEE AND COMPANY LLC
Jackie Hall
603 E. Belknap
Fort Worth, Texas 76102
817-781-6103

December 7, 2009

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

Attention: Mr. Drew Reid

Regarding: Oil, Gas, and Mineral Lease
Ownership of Mineral Estate in a portion of Carey Street
Tarrant County, Texas
Lake Arlington Prospect

Gentlemen:

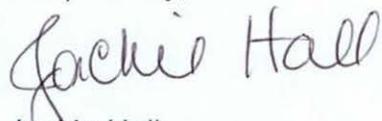
Quicksilver Resources Inc. hereby makes application to lease Texas Lake Arlington Prospect, Binder Packets covering the Right-of-Way located in Tarrant County, Texas. Quicksilver is an "adjacent mineral owner" to these tracts as a result of currently existing oil and gas leases.

Attached to this application are the following:

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

Please feel free to contact me at 817-781-6103 or I will make myself available for a meeting at your Austin Office.

Respectfully,



Jackie Hall
Landman

Enclosures



MAP CALCULATIONS OF ACREAGE FOR EXHIBIT "A" TRACTS 1 AND 2

TRACT 1 (Deed Record 9602/1411)

$$412.86 / 43560 = 0.009478 \text{ acres}$$

(Deed Record 9525/466)

$$1500 / 43560 = 0.034435 \text{ acres}$$

TRACT 2 (Deed Record 9299/1701)

$$1170 / 43560 = 0.02686$$

TOTAL 0.070773



10702750

121
X 100.00

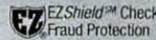


Ryan Hall
Jackie Hall ✓
PO Box 1248
Edna, TX 77957

7224

12/7 2009

32-61/1110



PAY TO THE ORDER OF

Texas General Land Office \$ 100.00

One hundred dollars + ⁰⁰/₁₀₀ DOLLARS

JPMorgan Chase Bank, N.A.
Fort Worth, Texas

Quicksilver Resources

State of TX - Process Fee

FOR Carey St. Lease

Jackie Hall MP

224



2.

0000 31

File No. MF 10554

Sellers

Date Filed: 1/7/89

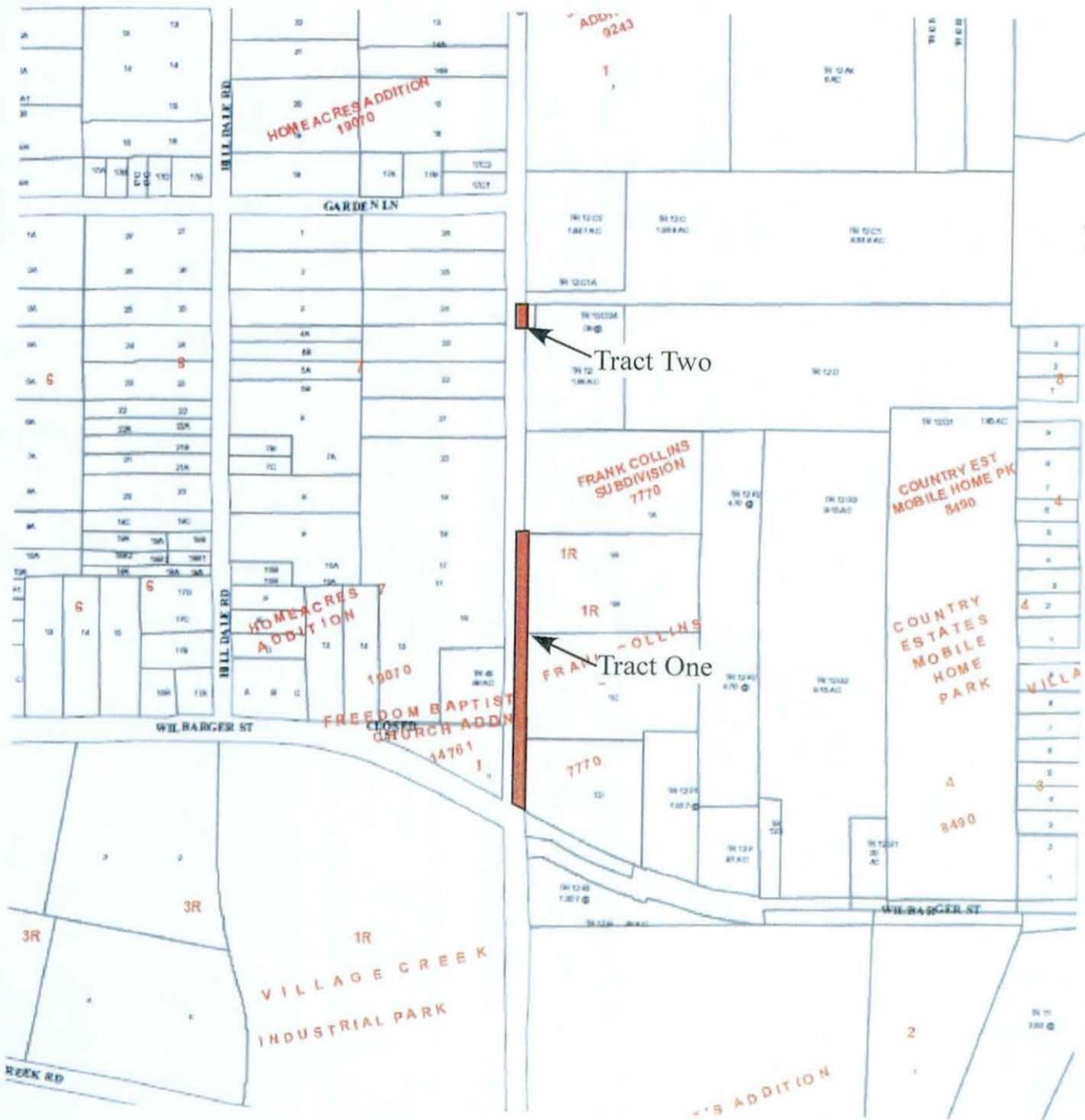
Jerry Patterson, Commissioner

By *[Signature]*

15 000



(CAREY STREET)



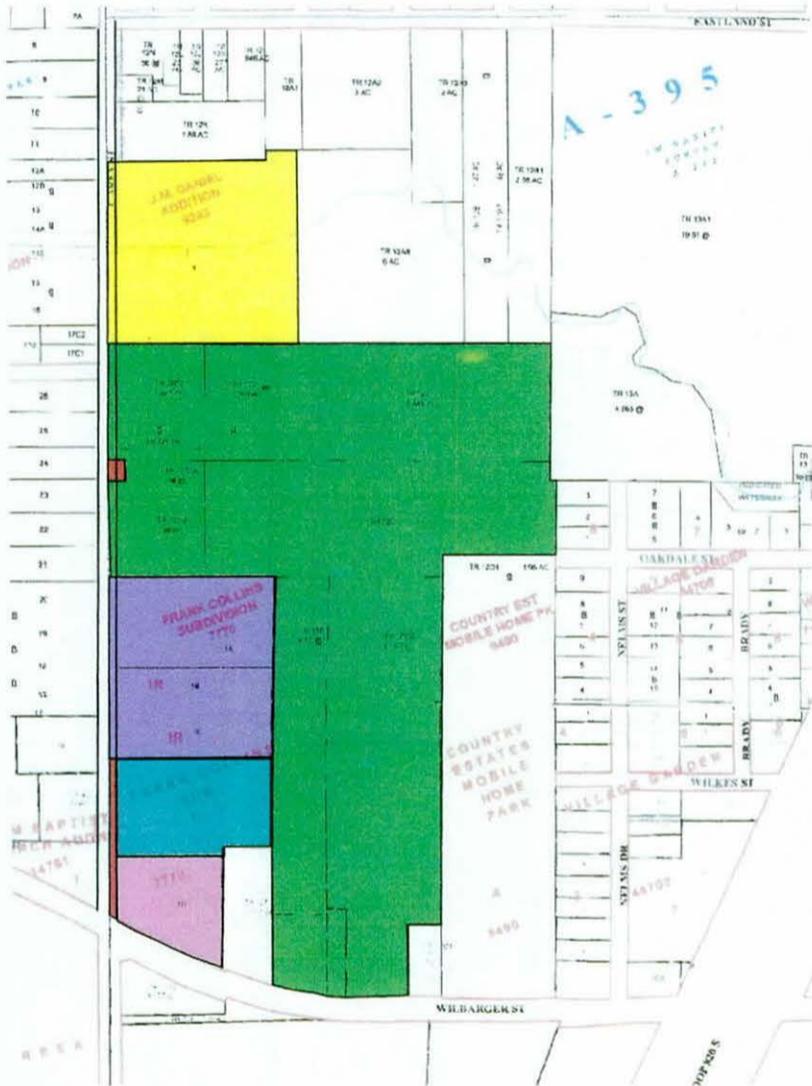


EXHIBIT "A"

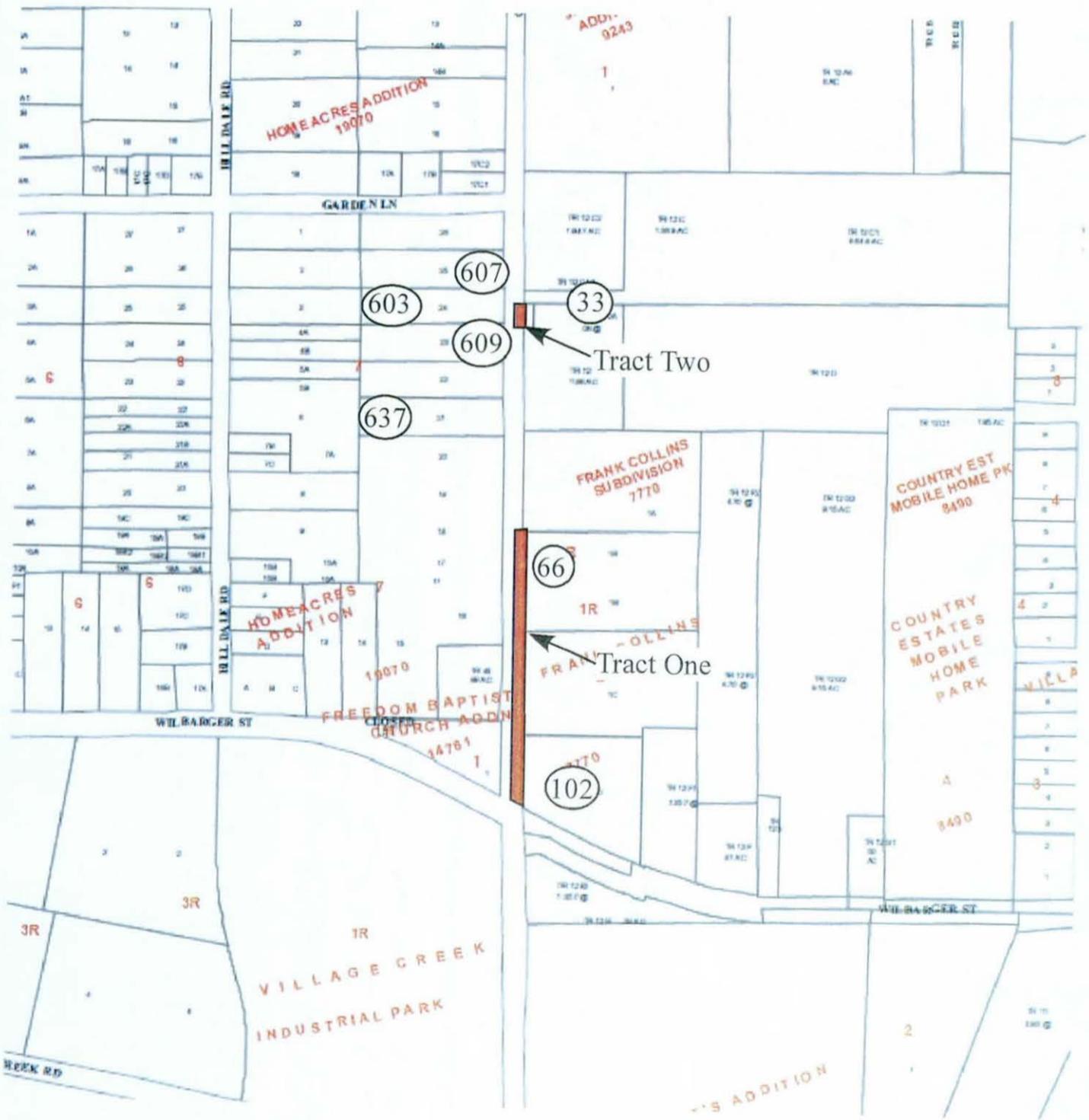
Carey Street

- | | |
|---|---|
| <ul style="list-style-type: none"> City of Fort Worth Lands
(7.706 acres) Lawhon, Inc. Lease
(34.4487 acres) Bower and Parker Investments, Inc. Lease
(6.0 acres) | <ul style="list-style-type: none"> Bower and Parker Investments, Inc.
(3.098 acres; now owned by GBH
Properties, LLC) Frank Nguyen, et al., Leases
(2.0 acres) State of Texas Lands |
|---|---|



EXHIBIT "A"

(CAREY STREET)



M.

File No. MF 110554
Map
Date Filed: 12/8/09
Jerry Patterson, Commissioner
By: 

75 000

AFFIDAVIT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

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

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

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

The tracts are numbered as listed in Exhibit "A" in Carey Street west of Hwy. Loop 820. Carey Street is located within the J. M. Daniels Survey, Abstract No. 395, and G.J. Assabranner Survey, Abstract No. 7 and is depicted on a Plat recorded in Volume 388-A, Page 110, Plat Records, Tarrant County, Texas.

LEASE TRACT	LESSORS	ACRES	TERM	LEASE DATE	REFERENCE	ROYALTY RATE	BONUS PER ACRE	RENTAL
66	Bower & Parker Investments Inc.	9.0607	3 YRS	8/12/2005	D205292845	.25	\$600.00	paid up
102	Frank Nguyen et ux	2.00	3 YRS	8/12/2005	D206094635	.25	\$600.00	paid up
607	Arnold Anchondo, Sr. & Pedro Anchondo	0.904	3 YRS	3/2/2009	D209119324	.25	\$3000.00	paid up
603	Rosalia Cervantes, a single person	0.904	3 YRS	4/10/2009	D209116881	.25	\$3000.00	paid up
609	Milton M. Barrow, a single person	0.904	3 YRS	3/2/2009	D209125159	.25	\$3000.00	paid up
637	James R. Brown	0.904	3 YRS	3/2/2009	D209166518	.25	\$3000.00	paid up
33	Lawhon Inc.	34.44868	3 YRS	6/10/2005	D205209271	.25	\$500.00	paid up

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

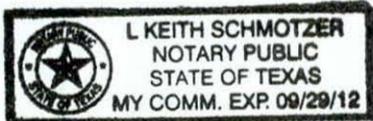
Further affiant sayeth not.

Dated this 7 day of December, 2009.

Jackie Hall
Jackie Hall, Landman

SUBSCRIBED AND SWORN TO BEFORE ME this 7th day of December, 2009.

SEAL



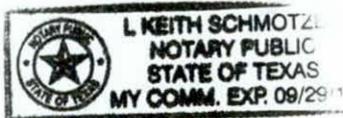
[Signature]
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 7th day of August, 2009, by Jackie Hall.



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



AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared [Name], known to me to be a credible person, and he acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed. My commission expires on [Date].

WITNESSETH that on this day personally appeared [Name], known to me to be a credible person, and he acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed. My commission expires on [Date].

The tract or tracts hereinafter described are located in [County], State of Texas, and are more particularly described in [Volume], Page [Page Number], [County], Texas.

TRACT	LESSORS	ACRES	TERM	LEASE DATE	REFERENCE	ROYALTY RATE	RENTAL
55	Gower & Parker Investments Inc	0.0007	5 YRS	8/15/2008	D200822245	25	paid up
102	Frank Noyes et ux	2.00	3 YRS	8/15/2008	D200804403	25	paid up
807	Amis Anthony & Patsy Anthony	0.0004	5 YRS	7/27/2008	D200811234	25	paid up
803	Rosalee Calverley et ux	0.0001	3 YRS	4/10/2008	D200811234	25	paid up
808	Milton M. Bannow et ux	0.0004	5 YRS	3/21/2008	D200812318	25	paid up
807	James H. Brown et ux	0.0004	5 YRS	3/21/2008	D200812318	25	paid up
33	Lawton Inc	21.4488	3 YRS	6/11/2008	D20080211	25	paid up

I, the undersigned, a Notary Public in and for the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears on the attached exhibit.

Witness my hand and the seal of my office this _____ day of December, 2008.

Notary Public in and for the State of Texas



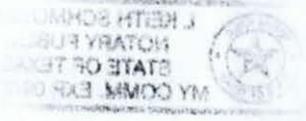
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this _____ day of August, 2008, by [Name].

Notary Public in and for the State of Texas

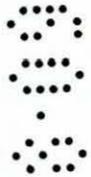


QUICKSILVER RESOURCES, INC.
 LAKE ARLINGTON PROSPECT
 TARRANT COUNTY, TEXAS
 STATE OF TEXAS GENERAL LAND OFFICE
 REQUESTED INFORMATION

TRACTS ONE AND TWO

TRACT NO.	LESSOR	LESSEE	BONUS CONSIDERATION PER NET MINERAL ACRE	ESTIMATED ACREAGE	DATE OF LEASE	COMMENTS
1	Bower and Parker Investments, Inc. PO Box 15097 Fort Worth, TX 76119	Marshall R. Young Oil Co. 1320 S. University, Ste. 400 Fort Worth, TX 76107	\$ 600.00	9.0607	8/12/2005	Lease Tract 66
2	Frank Nguyen et ux 5511 Gateway Lane Arlington, TX 76017	Marshall R. Young Oil Co. 1320 S. University, Ste. 400 Fort Worth, TX 76107	\$ 600.00	2.0000	8/12/2005	Lease Tract 102
3	Arnold Anchondo, Sr. and Pedro Anchondo 4212 Carey Street Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 3,000.00	0.9040	3/2/2009	Lease Tract 607
4	Rosalia Cervantes, a single person 4220 Carey Street Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 3,000.00	0.9040	4/10/2009	Lease Tract 603
5	Milton M. Barrow, a single person 4224 Carey Street Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 3,000.00	0.9040	3/2/2009	Lease Tract 609

6	James R. Brown, a single person PO Box 126497 Fort Worth, TX 76126	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 3,000.00	0.9040	3/2/2009	Lease Tract 637
7	Lawhon, Inc. PO Box 40 Tolar, TX 76476	Marshall R. Young Oil Co. 1320 S. University, Ste. 400 Fort Worth, TX 76107	\$ 500.00	34.4487	6/10/2005	Lease Tract 33
			\$1,957.14 Average dollar paid per net mineral acre for 7 leases listed above	49.13 Total acres for 7 leases	\$ 13,700.00 Total dollars spent for 7 leases	



AFFIDAVIT OF NON-PRODUCTION

STATE OF TEXAS §

COUNTY OF TARRANT §

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

Affiant states that as an independent Landman currently engaged by Quicksilver Resources, Inc. of 777 W. Rosdale, Suite 300 Ft. Worth, Texas 76104. Affiant states that from the www.drillinginfo.com web site, the State of Texas Railroad Commission website and the well location plats attached on Exhibit "A" with descriptions of said lands on Exhibit "B" through the dates of December 4, 2009, the facts appear that there are no producing oil or gas wells which meet the requirement , criteria as explained in the attached "Suggested Procedures for Leasing State Highway Right-of way Tracts, Revised September, 1991". Outline II-3.

Description of Acreage Researched:

Exhibit "B"

TRACT ONE: 0.009478 acres of land, more or less as shown on map

TRACT TWO: 0.034435 acres of land, more or less as shown on map

Affiant further states that said tract(s) / land(s) listed above correspond to the land listed on the attached Exhibit "A, 1-2".



Further affiant sayeth not.

Dated this 7th day of December, 2009.

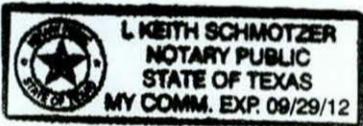
Jackie Hall

JACKIE HALL, Landman

SUBSCRIBED AND SWORN TO BEFORE ME this 7th day of December, 2009.

[Signature]

Notary Public, State of Texas



Notary Printed Name

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

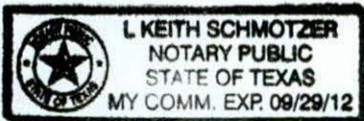
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 7th day of December, 2009, by Jackie Hall.

[Signature]

Notary Public in and for the State of Texas

Notary Printed Name



J KEITH SCHMIDT
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/28/09



J KEITH SCHMIDT
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/28/09



75. 000

WAIVER OF STATUTORY NOTICE

STATE OF TEXAS

COUNTY OF TARRANT

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

EXECUTED, this 7 day of December, 2009.

By: Jackie Hall
Jackie Hall, Agent



524

2

File No. MF 110554
Jeffrey A. Thayer
 Date Filed: 12/8/09
 By: [Signature]
 Jeffrey Patterson, Commissioner

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

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

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

Erica B. Sloan

Stephen M. Little

November 2, 2009

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

Attention: Mr. Clay Blum
Mr. Byron Dunn

Re: Ownership of Mineral Estate in a portion of Carey Street, J. M. Daniels Survey,
Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect**)

Dear Clay and Byron:

This letter covers mineral ownership to the portion of Carey Street which lies adjacent to the lands described in the examiner's previous Title Opinions and Letter Opinion covering divided portions of the same. This Letter separately discusses each tract adjoining this section of Carey Street, reports the examiner's opinion as to ownership, and then reports whether it is properly covered by an existing Oil and Gas Lease. Where the lands located within Carey Street are owned by the State of Texas, the examiner has provided the deed references to be used for the legal description in the Oil and Gas Lease you obtain from the State of Texas to ensure that it covers the State-owned portions of Carey Street.

A plat depicting the approximate location of the tracts adjacent to Carey Street and the mineral ownership of the lands lying within Carey Street is attached to this Letter Opinion as Exhibit "A". The materials examined in preparation of this Letter Opinion are the Original Drilling Title Opinions and Letter Opinion listed on Exhibit "B" of this Letter Opinion. The Public Road Deeds contained in the materials examined listed on Exhibit "B" and affecting the portion of Carey Street reviewed in preparation of this Letter Opinion are listed on Exhibit "C" of this Letter.

Owned by State of Texas

The materials examined submitted in preparation of the examiner's previous Original Drilling Title Opinions contained several Public Road Deeds, which are set forth on Exhibit "C" of this Letter Opinion, in detail. In these Public Road Deeds, the adjoining lot owners conveyed the State of Texas divided portions the lands contained within Carey Street without reserving the minerals (Exhibit "A" depict the separate tracts which are owned by the State of Texas in red). As a result, the mineral estates in the lands conveyed in these Public Road Deeds are owned by



Quicksilver Resources Inc.
November 2, 2009
Page 2

the State of Texas. In order to drill horizontally across Carey Street, an Oil and Gas Lease must be obtained from the State of Texas covering the State-owned portions of Carey Street required for your proposed, pooled unit.

REQUIREMENT NO. 1. You should obtain and file for record, from the State of Texas, as Lessor, to Quicksilver Resources Inc., as Lessee, an Oil and Gas Lease covering the portions of Carey Street described in the Public Road Deeds set forth on Exhibit "C" of this Letter Opinion you determine are required for your proposed, pooled unit. Here, you will have the preferential right to acquire an Oil and Gas Lease insofar as Carey Street is located east of the centerline because you have taken leases from the adjoining lot owners.

Prescriptive Easement

The materials examined did not contain Deeds or Easements conveying or encumbering the lands located within Carey Street from several of the lot owners adjacent to Carey Street. Insofar as those landowners own lands which lie adjacent to Carey Street, the examiner has assumed Carey Street is a prescriptive easement, owned to its centerline by application of the doctrine of strip and gore. Specifically, the portions of Carey Street which are owned to its centerline by the adjoining landowners are depicted on the plat attached as Exhibit "A" in purple, green and yellow. These lands are described as the portion of the City of Fort Worth 7.706 acres, Lawhon, Inc. 34.4487 acres (except adjacent to the lands conveyed to the City of Fort Worth), and the Bower and Parker Investments, Inc. 6.0 acres.

The examiner has reviewed the chains of title to each adjoining tract and the Oil and Gas Leases covering the tracts lying adjacent to the portions of Carey Street which are prescriptive easements. Below are the examiner's opinions and recommendations regarding which Oil and Gas Leases either contain sufficient language to cover the lands located within Carey Street and do not require amendment, or need an amendment, lease, or other document to ensure the lands located within the road are leased (including providing the language sufficient to cover the lands located within Carey Street).

Bower and Parker Investments, Inc. Lease. Bower and Parker Investments, Inc. executed an Oil and Gas Lease covering 9.0607 acres, more or less, recorded as Tarrant County Clerk's Instrument No. D205292845, Official Public Records, Tarrant County, Texas. Bower and Parker Investments, Inc. is the record owner of the full (8/8) surface and mineral interest to the 6.0 acres, lying outside Carey Street (Volume 14656, Page 151, Official Public Records). GBH Properties, LLC is now the record owner of the full (8/8) surface and mineral interest in the 3.098 acres, lying outside Carey Street (Tarrant County Clerk's Instrument No. D206254650, Official Public Records). It is the undersigned's opinion Bower and Parker Investments, Inc. also owns the minerals under Carey Street adjacent to its tract (Exhibit "A" depicts all the acreage in which Bower and Parker Investments, Inc. owns the minerals under in purple). Insofar as the GBH Properties LLC tract is adjacent to Carey Street, the lands within Carey



Quicksilver Resources Inc.
November 2, 2009
Page 3

Street are owned in fee simple by the State of Texas (Exhibit "A" depicts all the acreage in which GBH Properties, LLC owns the minerals under in blue). Accordingly, GBH Properties, LLC does not own the lands within Carey Street adjacent to their tract.

The examiner has reviewed the Oil and Gas Lease, dated October 12, 2005, from Bower and Parker Investments, Inc., as Lessor, to Marshall R. Young Oil Co. as Lessee, covering the 6.0 acres (Tarrant County Clerk's Instrument No. D205292845, Official Public Records). The examiner is aware that the Original Drilling Title Opinion, dated April 15, 2008, prepared by Philip C. Mani & Associates, P.C., required the Oil and Gas Lease's primary term be confirmed to be timely and properly extended for the additional two (2) years. It is the examiner's opinion the Oil and Gas Lease contains a Mother Hubbard clause sufficient to pick up the lands located within Carey Street. Accordingly, it is the examiner's opinion, the Oil and Gas Lease, if timely and properly extended, does not require amending for the purpose of sufficiently describing and covering the 6.0 acres owned by Bower and Parker Investments, Inc. located within Carey Street adjacent to the 6.0 acres.

Lawhon, Inc. Lease. Lawhon, Inc. executed an Oil and Gas Lease covering 34.4487 acres, more or less, recorded as Tarrant County Clerk's Instrument No. D205209271, Official Public Records, Tarrant County, Texas. Lawhon Inc. is the record owner of the surface and mineral interest to the 34.4487 acres, lying outside Carey Street (Tarrant County Clerk's Instrument No. D205129530, Official Public Records). It is the undersigned's opinion Lawhon, Inc. also owned the minerals under Carey Street adjacent to its 34.4487 acres (Exhibit "A" depicts all the acreage in which Lawhon, Inc. own the minerals under in green). The examiner has reviewed the Oil and Gas Lease, dated August 1, 2006, from Lawhon, Inc., as Lessor, to Marshall R. Young Oil Co., as Lessee, covering the 34.4487 acres (Tarrant County Clerk's Instrument No. D205209271, Official Public Records). It is the examiner's opinion the Oil and Gas Lease contains a Mother Hubbard clause sufficient to pick up the lands located within Carey Street. Accordingly, it is the examiner's opinion, the Oil and Gas Lease does not require amending for the purpose of sufficiently describing and covering the lands owned by Lawhon, Inc. located within Carey Street.

City of Fort Worth Lands. As of the closing date of the Opinion, the City of Fort Worth was the record owner of the full (8/8) surface and mineral interest in the 7.706 acres was released (Volume 9837, Page 1093, Official Public Records). It is the undersigned's opinion the City of Fort Worth also owns the minerals under Carey Street adjacent to its 7.706 acres because the City acquired the lands outside Carey Street for purposes other than public roads (Exhibit "A" depicts all the acreage in which the City of Fort Worth owns the minerals under in yellow).

REQUIREMENT NO. 1. You should obtain and file for record, from City of Fort Worth, as Lessor, to Quicksilver Resources Inc., as Lessee, an Oil and Gas Lease covering the Subject Lands. The Oil and Gas Lease you obtain should contain a Mother Hubbard clause similar to those contained in the other Leases covering lands along Carey Street. You may elect to describe the lands as follows: "7.706 acres, more or less, being the same lands described in a Special Warranty Deed, dated February 8, 1990, from Manhattan National Properties, Inc. to the



Quicksilver Resources Inc.
November 2, 2009
Page 4

City of Fort Worth, recorded in Volume 9837, Page 1093, Official Public Records, Tarrant County, Texas. This lease also covers all the lands described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not and whether such additional lands be in the named survey or surveys.”

Frank Nguyen and wife, Lucinda Nguyen, Lease. Frank Nguyen and wife, Lucinda Nguyen, executed an Oil and Gas Lease covering 2.0 acres, more or less, recorded as Tarrant County Clerk’s Instrument No. D206094635, Official Public Records, Tarrant County, Texas. Frank Nguyen and wife, Lucinda Nguyen, are the record owners of the full (8/8) surface and mineral interest to the 2.0 acres, lying outside Carey Street (Tarrant County Clerk’s Instrument No. D203090441, Official Public Records). It is the undersigned’s opinion Frank Nguyen and wife, Lucinda Nguyen, do not own the minerals under Carey Street adjacent to their 2.0 acres, because the acreage within Carey Street was conveyed to the City of Fort Worth (State of Texas) in fee simple (Public Road Deed is described in on Exhibit “C”; Exhibit “A” depicts all the acreage in which Frank Nguyen and wife, Lucinda Nguyen, own the minerals under in light pink). The examiner has reviewed the Oil and Gas Lease, dated August 12, 2005, from Frank Nguyen and wife, Lucinda Nguyen, as Lessors, to Marshall R. Young Oil Co., as Lessee, covering the 2.0 acres, however the owners do not own the lands located within Carey Street, so no further inquiry is required (Tarrant County Clerk’s Instrument No. D206094635, Official Public Records).

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

Very truly yours,

Erica B. Sloan

Attachments



Quicksilver Resources Inc.
November 2, 2009
Page 6

Exhibit "B"

(Original Drilling Title Opinions and Letter Opinion)

1. Original Drilling Title Opinion, dated November 13, 2008, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s Lawhon, Inc., Lease, containing 34.4487 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect, Olcott West Unit, AFE No. 2008424120/42.1034.906**).
2. Letter Opinion, dated April 16, 2009, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s Lawhon, Inc., Lease, containing 34.4487 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Lawhon West Unit; AFE No. 2008424120/42.1034.906; QRI File 122**).
3. Original Drilling Title Opinion, dated April 15, 2008, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s Bower and Parker Investments, Inc. Lease and Frank Nguyen and wife, Lucinda Nguyen, Lease, containing 11.098 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Olcott West Unit or Lawhon West Unit**).
4. Original Drilling Title Opinion, dated October 26, 2009, prepared by Philip C. Mani & Associates, P.C., for City of Fort Worth Lands, containing 21.792 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect, Lawhon West Unit, AFE No. 2008424120; QRI Tract No. 577**).



Quicksilver Resources Inc.
November 2, 2009
Page 7

Exhibit "C"
(Public Road Deeds)

Lawhon, Inc. Lease (Original Drilling Title Opinion & Letter Opinion)

Public Road Deed, dated February 23, 1989, from Clyde Peabody to the City of Fort Worth (State of Texas), recorded in Volume 9525, Page 466, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed 1,500 square feet (0.034 acres), more or less, in fee simple for public road purposes, Carey Street. The lands described in this Public Road Deed do not comprise any portion of the Subject Lands and may be unleased.

**Bower and Parker Investments, Inc., et al., Leases
(Original Drilling Title Opinion)**

Public Road Deed, dated December 7, 1987, from Red Arrow Fright Lines, Inc. to the City of Fort Worth (State of Texas), recorded in Volume 9299, Page 1701, Official Public Records, Tarrant County, Texas. The Deed conveyed two (2) parcels of land, containing 1,211 square feet of land, in fee simple, for a portion of Carey Street. The lands described in this Public Road Deed did not comprise any portion of the Subject Lands.

**City of Fort Worth Lands
(Original Drilling Title Opinion)**

The materials examined did not contain any deeds or easements for public road purposes covering or affecting the lands covered by this Opinion. Accordingly, it is the examiner's opinion Carey Street is a prescriptive easement insofar as it bounds the lands covered thereby.

Public Road Deed submitted in preparation of this Letter Opinion

Public Road Deed, dated December 7, 1987, from Red Arrow Fright Lines, Inc. to the City of Fort Worth (State of Texas), recorded in Volume 9602, Page 1411, Official Public Records, Tarrant County, Texas. The Deed conveyed two (2) parcels of land, containing 1,412.88 square feet of land, in fee simple, for a portion of Carey Street. The lands described in this Public Road Deed did not comprise any portion of the Subject Lands.

Where the City of Fort Worth acquired the lands described in the above-described Public Road Deeds for public road purposes, title thereto vested in the State of Texas. *Robbins v. Limestone County*, 114 Tex. 345, 265 S.W. 915 (Tex. 1925).



KELLAM MAGEE AND COMPANY LLC
Jackie Hall
603 E. Belknap
Fort Worth, Texas 76102
817-781-6103

FOR SOURCE DEEDS SEE TITLE OPINION ATTACHED WITH SOURCE DEED
REFERENCES

000 21

5.

File No. WF110554

Conrad's letter

Date Filed: 12/8/09

Jerry Patterson, Commissioner

By [Signature]

75 000

City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed the 1st day of May, 19 89.

RED ARROW FREIGHT LINES, INC.

John S. Miller

Name: [Signature]
Title: President

Grantee's Address
City of Fort Worth
1000 Throckmorton Street
Fort Worth, Texas 76102

~~STATE OF TEXAS~~ § NORTH CAROLINA
COUNTY OF TARRANT § GASTON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John S. Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of Red Arrow Freight Lines, Inc., and in the capacity therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of May, 19 89

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

Debbie P. Arrowood
(Notary's Printed Name)

My Commission Expires: September 25, 1993



FROM: Red Arrow Freight ^{Super Inc}

TO: CITY OF FORT WORTH
Waltzinger & Berry

PROJECT: Red Arrow Rd.
2nd floor

ACCOUNT: 67-040165-00
(699854)

M & C: 1967 DATE: 2-7-89

AGENT: Eric Roberts

Return to:
CITY OF FORT WORTH
REAL PROPERTY MANAGEMENT
1000 THRU MORTON ST.
FORT WORTH, TEXAS 76102

92

S
WD

Parcel No. 15A and 15B
Right-Of-Way
Wilbarger Street
Apparent Owner
Red Arrow Freight Line

WARRANTY DEED

2000 153103 7 11:30 W D
Mar 16/88

THE STATE OF TEXAS)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS:

THAT ~~xxxx~~ RED ARROW FREIGHT LINES, INC. for and in consideration of TEN AND NO/100--(\$10.00)--DOLLARS/ and other valuable consideration paid to us by the City of Fort Worth, a municipal corporation of Tarrant County, Texas with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL AND CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

BEING two tracts of land out of Lot 1, Block 1-R, Frank Collin's Subdivision, an addition to the City of Fort Worth as shown by plat recorded in Volume 388-96, Page 9, of the Deed Records of Tarrant County, Texas, said tracts being tied to the Texas State Coordinate System, North Central Zone, using a combined grid and elevation factor of 0.9998699, and being more particularly described as follows:

PARCEL 15A:

BEGINNING at the southwest corner of said Lot 1, Block 1-R, said point having coordinates of X=2,079,076.89 and Y=375,380.14, and said point also being at the intersection of the existing east line of Carey Road and the existing north line of Wilbarger Street;

THENCE N 0° 18' 36" W, with the west property line of said Lot 1, Block 1-R, and the existing east line of Carey Street, 195.23 feet to a point on said line, having coordinates of X=2,079,075.83 and Y=375,575.35;

Thence N 89° 49' 53" E, 5.11 feet to a point on the new proposed east right-of-way line of Carey Street, said point having coordinates of X=2,079,080.94 and Y=375,575.36;

THENCE S 0° 47' 41" E, with said new proposed right-of-way line, 198.67 feet to a point on the south line of said lot, having coordinates of X=2,079,083.69 and Y=375,376.74;

THENCE N 63° 25' 00" W, with said lot line 7.61 feet to the place of beginning and containing 1,170 square feet of land;

PARCEL 15-B:

BEGINNING at the most southerly southeast corner of said Lot 1, Block 1-R and also being the southwest corner of the Jack A. Cash tract as conveyed by deed recorded in Volume 6359, Page 541, Deed Records of Tarrant County, Texas, having coordinates of X=2,079,412.40 and Y=375,200.19;

THENCE N 53° 20' 54" W, with the south line of said lot, 19.54 feet to a point on said line, having coordinates of X=2,079,396.73 and Y=375,211.85, said point being on a curve in the proposed north right-of-way line of Wilbarger Street, whose center bears N 22° 30' 30" E, 790.00 feet;

THENCE easterly with said curve through a central angle of 1° 13' 23", for a distance 16.86 feet to a point on the east line of said Lot 1, said point having coordinates of X=2,079,412.38 and Y=375,205.57;

THENCE S 0° 16' 45" E, with said east line, 5.37 feet to the place of beginning and containing 41 square feet of land.



TO HAVE AND ~~OLD~~ ^{SOLD} the above described premises together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And we do hereby bind ourselves, our heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas on this the 7th day of December, ¹⁹⁸⁷1985.

RED ARROW FREIGHT LINES, INC.
By: Ray Powell
President

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, _____, a Notary Public in and for the State of Texas, on this day personally appeared _____ (and) _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that (he) (she) (they) executed the same for the purposes and consideration therein expressed.

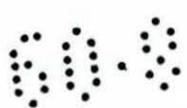
Given under my hand and seal of office, this _____ day of _____, A. D. _____.

Notary Public in and for
the State of Texas

THE STATE OF TEXAS §
COUNTY OF TARRANT Bexar §
Before me, _____

Jeanne Andrews, a Notary Public in and for the State of Texas, on this day personally appeared Ray Powell (President) (Vice-President) (Attorney-in-Fact) of RED ARROW FREIGHT LINES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity indicated, as the act and deed of said corporation, and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 7th day of December, A. D. 19 87.



Jeanne Andrews
Notary Public in and for
the State of Texas
JEANNE ANDREWS
Notary Public, Bexar County, Texas

09299 1702

45

EASEMENT

RED ARROW FREIGHT LINES, INC.

TO

CITY OF FORT WORTH

Project: R.O.W./Temp. Const. Esmt.-
Wilbarger St. & Carey Rd.
Assessment Paving Pct. 15A & 15B

Account: 29-036959-00

M&C L-9397 dated 2-9-88

ER

RETURN TO:

CITY OF FORT WORTH
REAL PROPERTY MANAGEMENT
1009 THROCKMORTON ST.
FORT WORTH, TEXAS 76102

corporation, known to me to be the person whose name is subscribed to the foregoing instrument;

ANY PROVISION IN ANY INSTRUMENT RESTRICTING THE SALE, RENTAL
OR USE OF THE EASEMENT OR REAL PROPERTY BECAUSE OF COLOR
OR RACE IS HEREBY AND TO REMAIN UNENFORCEABLE UNDER FEDERAL
LAW.



[Signature]
COUNTY CLERK
TARRANT COUNTY, TEXAS

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on the
date and at the time herein stated by me and by 5 other
RECORDED in the Public Records of Tarrant County, Texas,
of Tarrant County, Texas, as shown on the Public Records
JUN 25 1988

09299 1703

[Handwritten notes and signatures]

KELLAM MAGEE AND COMPANY LLC
Jackie Hall
603 E. Belknap
Fort Worth, Texas 76102
817-781-6103

Is the Right-of-Way on Relinquishment Act Land?

The Right-of-Way is not on Relinquishment Act Land.

000 01

EX 85

7

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

THAT I, Clyde Peabody, Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid to me by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

Situated in the City of Fort Worth, Texas and being a portion of land out of a tract in the J.M. Daniel Survey, Abstract No. 395, as recorded in Volume 6282, Page 569 of the Tarrant County Deed Records and said portion of land being more particularly described as follows:

COMMENCING at a point in the Northwest corner of the said J.M. Daniel Survey;

THENCE South 1,357.0 feet to the Northwest corner of the tract recorded in Volume 6282, Page 569, said point also being the point of BEGINNING;

THENCE East for a distance of 30.0 feet to a point on the proposed East right-of-way line of Carey Street;

THENCE South along the proposed East right-of-way line of Carey Street for a distance of 60.0 feet to a point;

THENCE West for a distance of 30.0 feet to a point;

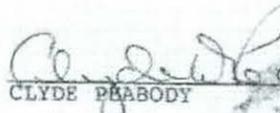
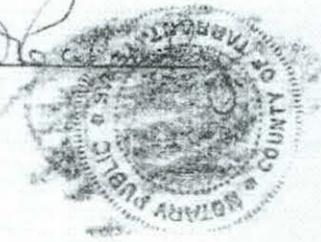
THENCE North along the proposed centerline of Carey Street for a distance of 60.0 feet to the point of BEGINNING and containing 1,800.0 square feet of which 1,500.0 square feet is apparent usage for public road, netting 300.0 square feet of land.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns, forever. And Grantor hereby bind himself, his, executors, administrators and assigns, to warrant and forever defend, all and singular, the said premises unto the said City of



Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this, the 23 day of February, 1989.


CLYDE PEABODY


Grantee's Address
City of Fort Worth
1000 Throckmorton Street
Fort Worth, Texas 76102

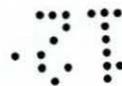
THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 23 day of February, 1989, by Clyde Peabody.


Notary Public in and for
the State of Texas


(Notary Printed Name)

My Commission Expires: 5-15-89



D189032936
CITY OF FT WORTH
1000 THROCKMORTON
FT WORTH, TX 76102

-WARNING-THIS IS PART OF THE OFFICIAL RECORD--DO NOT DESTROY

FILED -- TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT
TO: CITY OF FT WORTH

RECEIPT NO	REGISTER	PRINTED DATE	TIME
189113377	DR94	03/01/89	11:56

	INSTRUMENT FEED	AMOUNT	FILED	TIME	
1	D189032936 WD	5.00	890301	11:56	CA

TOTAL : DOCUMENTS: 01 FEES: 5.00

BY: 

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNFORCEABLE UNDER FEDERAL LAW.

09525 0469

6.

File No. MF 10554
Seed
Date Filed: 12/8/09
Jerry Patterson, Commissioner
By: [Signature]

13. 0.03

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 12TH day of August, 2005, by and between

Bower And Parker Investments, INC.,

A Texas corporation,

with mailing address at PO Box 15097, Fort Worth, Texas 76119, Lessor (whether one or more), and MARSHALL R. YOUNG OIL CO., 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

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

9.0607 acres more or less, out of 11.098 acres situated in the J. M. Daniel Survey, Abstract 395 in the City of Fort Worth, Tarrant County, Texas, comprised of two tracts of land as follows: Tract 1: 5.098 acres situated in the J. M. Daniel Survey, Abstract No. 395 Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated September 30, 2002, from Sztamenits Family Limited Partnership, to Bower and Parker Investments, Inc., duly recorded at Volume 16031 Page 110, of the Deed Records of Tarrant County, Texas. Tract 2: 6.00 acres situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated December 7, 2000, from Sztamenits Family Limited Partnership, to Bower and Parker Investments, Inc., duly recorded at Volume 14656, Page 151, of the Deed Records of Tarrant County, Texas. **Save And Except** 2.037278 acres comprised of four tracts of land. Tract 1: and Tract 2: 0.02780 acres more or less, being more particularly described by metes and bounds in that certain deed dated December 7, 1987, from Red Arrow Freight Lines, Inc., to the City of Fort Worth, Tarrant County, Texas, duly recorded in Volume 9299, Page 1701 of the Deed Records of Tarrant County, Texas. Tract 3: 0.009478 acres more or less, being more particularly described by metes and bounds in that certain deed dated May 1, 1989, from Red Arrow Freight Lines, Inc., to the City of Fort Worth, Tarrant County, Texas, duly recorded in Volume 3602, Page 1411 of the Deed Records of Tarrant County, Texas. Tract 4: 2.0 acres more or less, being more particularly described by metes and bounds in that certain deed dated March 4, 2003, from Bower and Parker Investments, Inc., to Frank Nguyen and Lucinda Nguyen duly recorded in Volume 16483, Page 21 of the Deed Records of Tarrant County, Texas, leaving thereby 9.0607 acres more or less.

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

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

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

5. The royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents (\$.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and

this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to \$10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

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

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

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

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

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

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

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

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

Social Security Number: _____

Social Security Number: _____

Social Security Number: _____

Social Security Number: _____

THE STATE OF _____
COUNTY OF _____

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

My Commission Expires: _____
Notary Public, State of Texas
Printed Name: _____

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated AUGUST 12th, 2005, by and between BOWER AND PARKER INVESTMENTS, INC., as Lessor, and MARSHALL R. YOUNG OIL CO., as Lessee, covering 9.0607 acres, more or less, a part of the J. M. Daniel Survey Abstract 395, Tarrant County, Texas.

- 12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying ***Six Hundred*** and No/100 Dollars (\$600.00***) per net mineral acre to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.
- 13. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, it successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

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

Bower and Parker Investments, Inc.

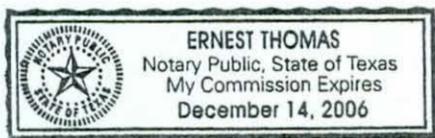
By: *Thomas Ewing Bower*
Thomas Ewing Bower

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on 28th Day September, 2005, by Thomas Ewing Bower, President, of Bower And Parker Investments, Inc, a Texas corporation, on behalf of said corporation.

[Seal]



Ernest Thomas
Notary Public, State of Texas
ERNEST THOMAS
Notary's Name (Typed, Stamped or Printed)
My Commission Expires: 12-14-2006

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 12TH day of August, 2005, by and between

Frank Nguyen and Lucinda Nguyen MM134

with mailing address at 5511 Gateway Lane, Arlington, Texas 76017, Lessor (whether one or more), and MARSHALL R. YOUNG OIL Co., 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

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

2.0 acres, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being more particularly described as Lot 1-D, Block 1-R, Frank Collins Subdivision to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 2495, Plat Records, Tarrant County, Texas and being the same tract of land described in that certain deed dated March 4, 2003, from Bower And Parker Investments, INC., to Frank Nguyen and Lucinda Nguyen, duly recorded at Volume 16483, Page 21 of the Deed Records of Tarrant County, Texas.

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

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

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

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

17133-00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 2nd day of **March, 2009** between **Arnold Anchondo, Sr. & Pedro Anchondo**, Lessor (whether one or more), whose address is: **4212 Carey St., Forth Worth, TX 76119** and **QUICKSILVER RESOURCES INC.**, Lessee, whose address is **777 West Rosedale, Suite 300, Fort Worth, Texas 76104**, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars (\$ 10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in **TARRANT** County, Texas, to-wit:

0.904 acres of land, more or less, situated in the GJ Assabraner Survey, A-7, Tarrant County, Texas also being described as Lot 25, Block 7 of Home Acres Addition, an addition to the city of Fort Worth according to the plat recorded in Volume 388-A, Page 110 of the Plat Records, Tarrant County, Texas and being the same land described in Warranty Deed dated February 8, 1997 from Lisa E. Thomas, a single person as Grantor to Arnold Anchondo, Sr. & Pedro Anchondo as Grantee and recorded in Volume 12678, Page 446 of the Official Records of Tarrant County, Texas.

SEE ATTACHED ADDENDUM FOR ADDITIONAL PROVISIONS

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **Three (3)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one eighth (1/8) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one eighth (1/8) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one eighth (1/8) of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one eighth (1/8) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one eighth (1/8) of the amount realized from the sale of gasoline or other products extracted therefrom and one eighth (1/8) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill

under the same or similar circumstances, Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

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

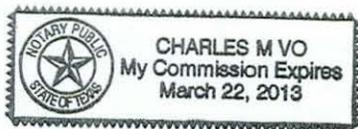
Arnold Anchondo
Arnold Anchondo, Sr.

Pedro Anchondo
Pedro Anchondo

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 21 day of April 2009, by Arnold Anchondo, Sr. & Pedro Anchondo.



Charles M VO
Notary Public, State of Texas

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED, March 2, 2009, FROM Arnold Anchondo, Sr. & Pedro Anchondo, LESSOR AND QUICKSILVER RESOURCES INC., LESSEE.

11. ROYALTY PROVISION

All references to a one-eighth (1/8) royalty are hereby changed to read one-fourth (1/4).

12. SURFACE USE CLAUSE

It is hereby agreed and understood that this is a non-surface use lease agreement and that Lessee does not receive by virtue of execution of this lease any rights of ingress and egress to the surface of the leased premises nor any rights to come upon or use the surface of the leased premises (or any portion thereof) in any manner without the separate written consent of the owner or owners of the surface.

However, it is further agreed and understood that Lessee shall have the right to drill, operate and produce directional and horizontal wells, which surface location is on lands other than the leased premises, beneath, through and under the leased premises, irrespective of the surface or bottom hole locations of said wells or the location of any horizontal well drainholes. Therefore, Lessor hereby grants and conveys to Lessee all applicable and necessary subsurface rights and easements for all purposes associated with the drilling, operating, and producing of any such directional and horizontal wells. Lessor and Lessee further agree that any such subsurface rights and easements shall commence and continue below a depth of three hundred feet (300') below the surface of the herein leased lands.

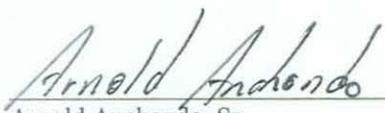
13. OIL & GAS ONLY

It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

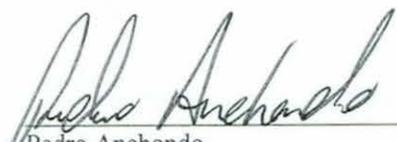
14. OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASE (3+2)

Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of Three Thousand Dollars and No/100 (\$3000.00) per net mineral acre to Lessor at the above address. This payment shall be based upon a per net mineral acre basis then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor at any time during the last year of the original primary term hereof. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any other lease provisions at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

SIGNED FOR IDENTIFICATION



Arnold Anchondo, Sr.



Pedro Anchondo

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 10 day of APRIL, 2009 between Rosalia Cervantes, a single person Lessor (whether one or more), whose address is: 4220 Carey St., Forth Worth, TX 76119 and QUICKSILVER RESOURCES INC., Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars (\$ 10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in TARRANT County, Texas, to-wit:

SEE EXHIBIT "A"

SEE ATTACHED ADDENDUM FOR ADDITIONAL PROVISIONS

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **Three (3)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one eighth (1/8) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one eighth (1/8) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one eighth (1/8) of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one eighth (1/8) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one eighth (1/8) of the amount realized from the sale of gasoline or other products extracted therefrom and one eighth (1/8) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and a well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

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

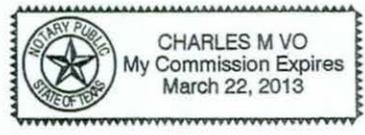
Rosalia Cervantes

Rosalia Cervantes

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 10 day of April 2009, by Rosalia Cervantes.



[Signature]

Notary Public, State of Texas

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED, APRIL 10, 2009, FROM Rosalia Cervantes, a single person, LESSOR AND QUICKSILVER RESOURCES INC., LESSEE.

11. ROYALTY PROVISION

All references to a one-eighth (1/8) royalty are hereby changed to read one-fourth (1/4).

12. SURFACE USE CLAUSE

It is hereby agreed and understood that this is a non-surface use lease agreement and that Lessee does not receive by virtue of execution of this lease any rights of ingress and egress to the surface of the leased premises nor any rights to come upon or use the surface of the leased premises (or any portion thereof) in any manner without the separate written consent of the owner or owners of the surface.

However, it is further agreed and understood that Lessee shall have the right to drill, operate and produce directional and horizontal wells, which surface location is on lands other than the leased premises, beneath, through and under the leased premises, irrespective of the surface or bottom hole locations of said wells or the location of any horizontal well drainholes. Therefore, Lessor hereby grants and conveys to Lessee all applicable and necessary subsurface rights and easements for all purposes associated with the drilling, operating, and producing of any such directional and horizontal wells. Lessor and Lessee further agree that any such subsurface rights and easements shall commence and continue below a depth of three hundred feet (300') below the surface of the herein leased lands.

13. OIL & GAS ONLY

It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

14. OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASE (3+2)

Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of Three Thousand Dollars and No/100 (\$3000.00) per net mineral acre to Lessor at the above address. This payment shall be based upon a per net mineral acre basis then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor at any time during the last year of the original primary term hereof. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any other lease provisions at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

SIGNED FOR IDENTIFICATION



Rosalia Cervantes

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 2nd day of **March, 2009** between **Milton M. Barrow, a single person**, Lessor (whether one or more), whose address is: **4224 Carey St., Forth Worth, TX 76119** and **QUICKSILVER RESOURCES INC.**, Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

1. Lessor in consideration of Ten and no/100 and other good and valuable consideration Dollars (\$ 10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in **TARRANT** County, Texas, to-wit:

0.904 acres of land, more or less, situated in the GJ Assabranner Survey, A-7, Tarrant County, Texas also being described as Lot 23, Block 7 of Home Acres Addition, an addition to the city of Fort Worth according to the plat recorded in Volume 388-A, Page 110 of the Plat Records, Tarrant County, Texas and being the same land described in Warranty Deed dated March 26, 1990 from Woodrow W. Graham as Grantor to Milton M. Barrow as Grantee and recorded in Volume 9881, Page 1583 of the Official Records of Tarrant County, Texas.

SEE ATTACHED ADDENDUM FOR ADDITIONAL PROVISIONS

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **Three (3)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one eighth (1/8) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one eighth (1/8) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one eighth (1/8) of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one eighth (1/8) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one eighth (1/8) of the amount realized from the sale of gasoline or other products extracted therefrom and one eighth (1/8) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time before or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

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

Milton M Barrow
Milton M. Barrow

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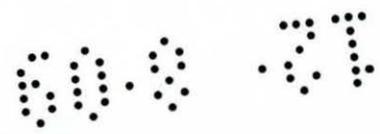
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 23 day of March 2009, by Milton M. Barrow.



Patience Faith Barnes
Notary Public, State of Texas



ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED, March 2, 2009, FROM Milton M. Barrow, LESSOR AND QUICKSILVER RESOURCES INC., LESSEE.

11. ROYALTY PROVISION

All references to a one-eighth (1/8) royalty are hereby changed to read one-fourth (1/4).

12. SURFACE USE CLAUSE

It is hereby agreed and understood that this is a non-surface use lease agreement and that Lessee does not receive by virtue of execution of this lease any rights of ingress and egress to the surface of the leased premises nor any rights to come upon or use the surface of the leased premises (or any portion thereof) in any manner without the separate written consent of the owner or owners of the surface.

However, it is further agreed and understood that Lessee shall have the right to drill, operate and produce directional and horizontal wells, which surface location is on lands other than the leased premises, beneath, through and under the leased premises, irrespective of the surface or bottom hole locations of said wells or the location of any horizontal well drainholes. Therefore, Lessor hereby grants and conveys to Lessee all applicable and necessary subsurface rights and easements for all purposes associated with the drilling, operating, and producing of any such directional and horizontal wells. Lessor and Lessee further agree that any such subsurface rights and easements shall commence and continue below a depth of three hundred feet (300') below the surface of the herein leased lands.

13. OIL & GAS ONLY

It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

14. OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASE (3+2)

Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of Three Thousand Dollars and No/100 (\$3000.00) per net mineral acre to Lessor at the above address. This payment shall be based upon a per net mineral acre basis then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor at any time during the last year of the original primary term hereof. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any other lease provisions at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

SIGNED FOR IDENTIFICATION

Milton M. Barrow
Milton M. Barrow

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 2nd day of **March, 2009** between **James R. Brown, a single person**, Lessor (whether one or more), whose address is: **P.O. Box 126497, Forth Worth, TX 76119** and **QUICKSILVER RESOURCES INC.**, Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH: **76126**

1. Lessor in consideration of **Ten and no/100 and other good and valuable consideration** Dollars (**\$ 10.00 & OVC**), in hand paid, of the royalties herein provided, and of the agreements of Lessee here contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in **TARRANT** County, Texas, to-wit:

0.904 acres of land, more or less, situated in the GJ Assabranner Survey, A-7, Tarrant County, Texas also being described as Lot 21, Block 7 of Home Acres Addition, an addition to the city of Fort Worth according to the plat recorded in Volume 388-A, Page 110 of the Plat Records, Tarrant County, Texas and being the same land described in Warranty Deed dated September 26, 1985 from Phillip W. Miller as Grantor to James R. Brown as Grantee and recorded in Volume 8334, Page 1010 of the Official Records of Tarrant County, Texas.

SEE ATTACHED ADDENDUM FOR ADDITIONAL PROVISIONS

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **Three (3)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one eighth (1/8) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one eighth (1/8) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one eighth (1/8) of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one eighth (1/8) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one eighth (1/8) of the amount realized from the sale of gasoline or other products extracted therefrom and one eighth (1/8) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be **paid directly to Lessor at the above address**, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time before or after the expiration of this lease to remove all property and structures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

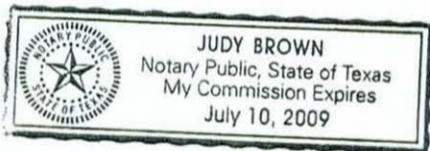
IN WITNESS WHEREOF, this instrument is executed on the date first above written.


James R. Brown

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 17th day of March 2009, by James R. Brown.




Notary Public, State of Texas



ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED, March 2, 2009, FROM James R. Brown, a single person, LESSOR AND QUICKSILVER RESOURCES INC., LESSEE.

11. ROYALTY PROVISION

All references to a one-eighth (1/8) royalty are hereby changed to read one-fourth (1/4).

12. SURFACE USE CLAUSE

It is hereby agreed and understood that this is a non-surface use lease agreement and that Lessee does not receive by virtue of execution of this lease any rights of ingress and egress to the surface of the leased premises nor any rights to come upon or use the surface of the leased premises (or any portion thereof) in any manner without the separate written consent of the owner or owners of the surface.

However, it is further agreed and understood that Lessee shall have the right to drill, operate and produce directional and horizontal wells, which surface location is on lands other than the leased premises, beneath, through and under the leased premises, irrespective of the surface or bottom hole locations of said wells or the location of any horizontal well drainholes. Therefore, Lessor hereby grants and conveys to Lessee all applicable and necessary subsurface rights and easements for all purposes associated with the drilling, operating, and producing of any such directional and horizontal wells. Lessor and Lessee further agree that any such subsurface rights and easements shall commence and continue below a depth of three hundred feet (300') below the surface of the herein leased lands.

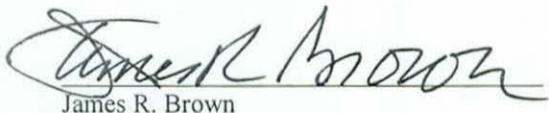
13. OIL & GAS ONLY

It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

14. OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASE (3+2)

Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of Three Thousand Dollars and No/100 (\$3000.00) per net mineral acre to Lessor at the above address. This payment shall be based upon a per net mineral acre basis then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor at any time during the last year of the original primary term hereof. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any other lease provisions at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

SIGNED FOR IDENTIFICATION


James R. Brown



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 10TH day of June, 2005, by and between

LAWHON, INC., A TEXAS CORPORATION

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

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

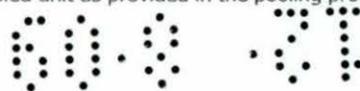
34.44868 acres, more or less, **out of 34.49 acres** situated in the **J.M. Daniel Survey, Abstract No. 395**, in the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated February 10, 2005, from Wilbarger Street, LP to Lawhon, Inc., a Texas corporation, duly recorded in the Official Public Records of Tarrant County, Texas, bearing County Clerk's Instrument No. D205129530; **SAVE AND EXCEPT 0.04132 acres** being more particularly described by metes and bounds in that certain deed dated February 3, 1989, from Clyde Peabody to City of Fort Worth, duly recorded in the Official Public Records of Tarrant County, Texas, bearing County Clerk's Instrument No. D189032936, leaving thereby 34.44868 acres, more or less;

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

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

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

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



UA
BK

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

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

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

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

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

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

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

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

Social Security Number: _____

THE STATE OF _____
COUNTY OF _____

§
§
§

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

My Commission Expires: _____

Notary Public, State of Texas

Printed Name: _____

SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS AND SIGNATURE(S)



ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June 10th, 2005, by and between **Lawhon, Inc.**, A TEXAS CORPORATION, as Lessor, and **MARSHALL R. YOUNG OIL CO.**, as Lessee, covering **34.44868 acres**, more or less, a part of the **J. M. Daniel Survey, A-395**, Tarrant County, Texas.

12. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying _____ *****FIVE HUNDRED***** and No/100 Dollars (\$**500.00*****) per net mineral acre to Lessor or to the credit of Lessor in the MAIL OR DELIVER PAYMENT TO LESSOR AT LESSOR'S ADDRESS STATED ABOVE Bank, at NOT APPLICABLE, (which bank and its successors are Lessor's agents and shall continue as the depository regardless of changes in ownership of said land.) This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years.

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

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

LESSOR:

Lawhon, Inc., a Texas Corporation

By: Sherry Lawhon
Sherry Lawhon, President

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 5th day of July, 2005, by Sherry Lawhon, President of Lawhon, Inc., a Texas corporation, on behalf of said corporation.

[SEAL]

Mary Galloway
Mary Galloway
(Printed Name)
Notary Public in and for the State of Texas
My Commission Expires 2.28.2006



2

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (8/16) Revised Paid Up
With 640 Acres Pooling Provision

**OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)**

THIS AGREEMENT made this 8th day of August, 2007, between Freedom Baptist Church, Lessor (whether one or more), whose address is 5129 Wilbarger Street, Fort Worth, Texas 76119, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201 Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100-----Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing for employees, the following described land in Tarrant County, Texas, to-wit:

1.0783 acres of land, more or less, being Lot 1, Block 1, out of the Freedom Baptist Church Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Cabinet B, Slide 1764, of the Plat Records, Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-five percent (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 twenty-five percent (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 twenty-five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee on said land in the manufacture of gasoline or other products twenty-five percent (25%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at

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 shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unutilized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, utilization or any other method provided in this lease.

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

Pastor Hopalong Benford
By: Hopalong Benford
As: Trustee for Freedom Baptist Church

Louis Sipho
By: Louis Sipho
As: Trustee for Freedom Baptist Church

Victor Benford
By: Victor Benford
As: Trustee for Freedom Baptist Church

George Rivers
By: George Rivers
As: Trustee for Freedom Baptist Church

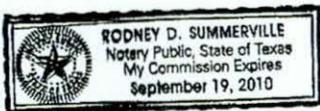
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 8th day of August, 2007.

by Hopalong Benford, Louis Sipho, Victor Benford and George Rivers, as Trustees for Freedom Baptist Church, a Texas nonprofit corporation, on behalf of said corporation



Rodney D. Summerville
Notary Public, State of Texas
Notary's name (printed): Rodney D. Summerville
Notary's commission expires: SEPT 19, 2010





DALE RESOURCES LLC
2100 ROSS AVE STE 1870-LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/28/2007 01:21 PM
Instrument #: D207305544
LSE 3 PGS \$20.00

By: _____



D207305544

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



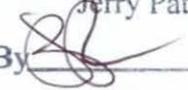
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7.

File No. MF 110554

Lease

Date Filed: 12/8/09
Jerry Patterson, Commissioner

By: 

NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, MARSHALL R. YOUNG OIL CO., a Delaware corporation, with mailing address at 1320 S. University Dr., Suite 400, Fort Worth, TX 76107 ("Assignor") does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to QUICKSILVER RESOURCES, INC., a Delaware corporation, with mailing address at 777 West Rosedale, Suite 300, Fort Worth, TX 76104 ("Assignee"), its successors and assigns, effective as of 7:00 a.m., Central Standard time on November 14, 2005 (the "Effective Date"), an undivided 75% of Assignor's right, title and interest in and to the oil and gas leases (each a "Lease" and collectively, the "Leases") more particularly described on Exhibit "A" attached hereto and made a part hereof together with all rights and privileges, including surface rights and privileges, easements, rights-of-way, licenses, authorizations and similar rights and interests owned or exercised by Assignor on, over or pertaining to the Leases.

Assignor hereby reserves unto itself, its successors and assigns, an overriding royalty interest ("ORRI") equal to the difference, if any, between lease burdens of record and 25% of all oil, gas and casinghead gas produced, saved and marketed from or attributable to the lands covered by the Leases. Said ORRI shall be reduced proportionately to the extent that (i) Assignor owns or conveys to Assignee less than 100% of a Lease, (ii) a Lease covers less than the full mineral interest in the lands covered thereby, or (iii) the lands covered by a Lease are pooled with other lands.

Assignee, its successors and assigns, shall have the same rights, options, privileges, and powers with respect to and in connection with the pooling, unitizing, or combining of Assignor's reserved overriding royalty interest as were given or granted to the Lessee under the terms of the Leases, and in the event of any such pooling, unitizing, or combining of the Leases from and after the effective date hereof, then Assignor's reserved overriding royalty interest shall be computed and paid on the same acreage basis or formula as provided for in the Leases included in said unit.

TO HAVE AND TO HOLD said right, title and interest unto Assignee, its successors and assigns forever, subject to the terms and conditions hereof and the terms, covenants and provisions of the Leases.

This Assignment is granted and accepted without warranty of title of any kind, either express or implied, except Assignor specially warrants and agrees to defend the title to the Leases against the lawful claims and demands of all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise. Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of an the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leases against Assignor's predecessors in title.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon Assignor and Assignee, their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed this 9th day of November, 2005, but effective as of the Effective Date herein.

MARSHALL R. YOUNG OIL CO.

By: J. G. WILSON, Vice President

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on November 9, 2005 by J. G. Wilson, Vice President of Marshall R. Young Oil Co., a Delaware corporation, on behalf of said corporation.

My Commission Expires 11/30/2008
LINDA P. NOWARTH
Notary Public, State of Texas
My Commission Expires 11-30-08

Linda P. Nowarth
NOTARY PUBLIC - State of Texas

/inst/ASN-Quicksilver

FILED
TARRANT COUNTY TEXAS
2005 DEC -6 PM 2:10
LIZABETH M. DENNIS

EXHIBIT A

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OIL AND GAS LEASES DATED EFFECTIVE NOVEMBER 14, 2005 BETWEEN MARSHALL R. YOUNG OIL CO., ASSIGNOR, AND QUICKSILVER RESOURCES, INC., ASSIGNEE

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17041-B0 1	RONNIE E. KETCHUM	09/01/05	D205292840	TX TARRANT	8.03 ACRES, 1/4 IN DAVID STRICKLAND SURVEY, A-1376 TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED 2/7/83 FROM BETTY KETCHUM TO WILLIAM SOWELL, RECORDED IN VOL. 7442, PAGE 667, DEED RECORDS OF TARRANT COUNTY, TEXAS
17082-00 1	RAYMUNDO DELGADO	09/19/05	D205292841	TX TARRANT	E/2 OF LOT 5, BLK. 12, SUN VALLEY ADDITION, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PG. 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS AND DESCRIBED IN DEED TO RAYMUNDO DELGADO, AN UNMARRIED PERSON, AND MARIA DELIA PAZ, AN UNMARRIED PERSON, FROM A. G. SCHAEFER, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, VOL. 10882, PAGE 662, INSTRUMENT #D192243184 DATED DECEMBER 14, 1992; W/2 OF LOT 5, BLOCK 10, SUN VALLEY ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOL. 388-T, PAGE 76, PLAT RECORDS, TARRANT COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN DEED TO RAYMUNDO DELGADO AND MARIA DELIA PAZ FROM GOLDIE B. KLUTZ, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, VOL. 12768, PAGE 53, INSTRUMENT #D197085963 DATED MAY 9, 1997
17083-00 1	MARIA DELIA PAZ	08/18/05	D205292841	TX TARRANT	W.60 FEET OF LOT 8, BLK. 12 SUN VALLEY ADDITION, IN THE CI OF FORT WORTH, TARRANT COUNTY, TX, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PG. 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS AND DESCRIBED IN DEED TO MARIA DELIA PAZ FROM DOUGLAS PAZ, RECORDED IN OFFICIAL PUBLIC

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17084-00 1	ERICA ROBLES SANCHEZ	08/31/05	D205292843	TX TARRANT	RECORDS OF TARRANT COUNTY, TEXAS, VOL. 15988, PAGE 158, INSTRUMENT #D202265658 DATED SEPTEMBER 20, 2002 W/2 OF LOT 18 AND E/2 OF LOT 19, BLK. 3, SUN VALLEY ADDITION, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED AT VOLUME 388-T, PAGE 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, DESCRIBED IN DEED DATED MAY 6, 1998 TO ERIKA ROBLES SANCHEZ FROM ADRIANA ROBLES, RECORDED AT VOL. 13247, PG. 44, INSTRUMENT #D198119914, DEED RECORDS OF TARRANT COUNTY, TEXAS
17085-00 1	THOMAS R. SPEARS	09/26/05	D205292844	TX TARRANT	W/2 OF LOT 13, BLOCK 2, SUN VALLEY ADDITION, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TX, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PG. 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS AND DESCRIBED IN DEED TO THOMAS R. SPEARS FROM KEVIN VOWELL, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, INSTRUMENT NUMBER D205101382 DATED MARCH 17, 2005
17086-00 1	BOWER AND PARKER INV.	08/12/05	D205292845	TX TARRANT	9.0607 ACRES, MORE OR LESS, OUT OF THE J. M. DANIEL SURVEY AS DESCRIBED IN LEASE AND IN MEMORANDUM OF OIL AND GAS LEASE (MEMORANDUM RECORDED AS INSTRUMENT #D205292845 RECORDS OF TARRANT COUNTY, TEXAS)
17087-00 1	ROSARIO RAMIREZ	08/18/05	D205292846	TX TARRANT	W/2 OF LOT 3, BLK. 12, SUN VALLEY ADDITION, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TX, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PG. 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS AND DESCRIBED IN DEED TO

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17088-00 1	ARMANDO ZAVALA	09/22/05	D205292847	TX TARRANT	<p>ROSARIO RAMIREZ FROM TX COBB TAYLOR AND WIFE, ARVETTA A. TAYLOR, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, VOLUME 15763, PAGE 84, INSTRUMENT NUMBER D202370444 DATED FEBRUARY 15, 2002</p> <p>E/2 OF LOT 4, BLK. 12, SUN VALLEY ADDITION, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TX, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PG. 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS AND DESCRIBED IN DEED TO ARMANDO ZAVALA, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, VOLUME 12449, PAGE 912, INSTRUMENT #D196143523 DATED 7/19/96</p>
17089-00 1	CORNERSTONE CHURCH OF FAITH	09/22/05	D205292848	TX TARRANT	<p>LOTS 1 AND 2, BLOCK 1, SUN VALLEY ADDITION, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED AT VOLUME 388-T, PAGE 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS, DESCRIBED IN DEED TO CORNERSTONE CHURCH OF FAITH FROM LOIS BANKS POWELL, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT CO., TEXAS, VOLUME 14010, PAGE 101, INSTRUMENT #D199234521, DATED AUGUST 6, 1999</p>
17090-00 1	LAWHON, INC.	08/01/05	D205292849	TX TARRANT	<p>6.086 ACRES, M/L, IN J. M. DANIEL SURVEY, A-395, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DTD. 7/7/98 FROM LOOP 820 PROPERTIES, A JOINT VENTURE TO WRIGHT PUMP COMPANY, INC., A TEXAS CORPORATION, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, INSTRUMENT #D198153119</p>

EXHIBIT A

PAGE 4 of 5 PAGES

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17091-00 1	GARY M. REEDER	08/10/05	D205292850	TX TARRANT	5.191 ACRES, M/L, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED OCTOBER 17, 1984 FROM LOOP 820 PROPERTIES, A JOINT VENTURE, TO GARY M. REEDER, RECORDED AT VOL. 7989, PG. 2089, DEED RECORDS OF TARRANT COUNTY, TEXAS
17092-00 1	HAL TURNEY & DAVID DURHAM	07/28/05	D205297233	TX TARRANT	.35 ACRE, M/L, IN DAVID STRICKLAND SURVEY, A-1376, TARRANT COUNTY, TEXAS, DESCRIBED AS LOT 2, BLK. 1 OF POSTWOOD BUSINESS PARK, ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOL. 388-297, PAGE 55, PLAT RECORDS, TARRANT COUNTY, TEXAS, INCLUDING ALL STREETS, EASEMENTS AND ALLLEYS ADJACENT THERETO; BEING SAME PROPERTY DESCRIBED IN DEED FROM LOU GRANTGES COMPANY TO HAL D. TURNEY AND DAVID A. DURHAM DATED APRIL 10, 1996, RECORDED IN VOL. 12332, PAGE 63, AS INSTRUMENT #D196072957, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17093-00 1	WILLIE STRAWTHER, ET UX	08/22/05	D205297234	TX TARRANT	9.364 ACRES, M/L, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, IN TWO TRACTS AS FOLLOWS: TRACT 1: 7.183 ACRES, M/L, DESCRIBED BY METES AND BOUNDS IN DEED DATED MARCH 15, 1979 FROM HOWARD CLARK WOLFE, JR. AND WIFE, CLAUDYNE G. WOLFE, TO WILLIE D. STRAWTHER AND WIFE, MINNIE A. STRAWTHER, RECORDED AT VOL. 6702, PAGE 446, DEED RECORDS OF TARRANT COUNTY, TEXAS; TRACT 2: 2.181 ACRES, M/L, DESCRIBED BY METES AND BOUNDS IN DEED DATED MARCH 15, 1979, FROM HOWARD CLARK WOLFE, JR. AND WIFE, CLAUDYNE G. WOLFE, TO WILLIE D. STRAWTHER AND WIFE, MINNIE A. STRAWTHER,

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17094-00 1	UNLIMITED FAITH II, LLC	09/01/05	D205297235	TX TARRANT	RECORDED AT VOL. 6702, PAGE 442, DEED RECORDS OF TARRANT COUNTY, TEXAS 3.0499 ACRES, M/L, IN G. J. ASHABRANNER SURVEY, A-7, TARRANT COUNTY, TEXAS, DESCRIBED AS LOT 1, BLK. 3R, VILLAGE CREEK INDUSTRIAL PARK, ADDITION TO THE CITY OF FORT WORTH, ACCORDING TO REVISED PLAT RECORDED IN SLIDE 7366, PLAT RECORDS, TARRANT COUNTY, TEXAS, BEING SAME PROPERTY DESCRIBED IN DEED FROM JAGEE REAL PROPERTIES, LP, A TEXAS LIMITED PARTNERSHIP, TO UNLIMITED FAITH II, LLC, RECORDED IN VOL. 15621, PAGE 246, DEED RECORDS OF TARRANT COUNTY, TEXAS
17095-00 1	WORLD MISSIONARY BAPTIST CH.	09/01/05	D205297236	TX TARRANT	5.15 ACRES, M/L, IN G. J. ASHABRANNER SURVEY, A-7, TARRANT COUNTY, TEXAS, DESCRIBED AS LOT 2, BLK. 3R, VILLAGE CREEK INDUSTRIAL PARK, ADDITION TO THE CITY OF FORT WORTH, ACCORDING TO REVISED PLAT RECORDED IN SLIDE 7366, PLAT RECORDS, TARRANT COUNTY, TEXAS, BEING SAME PROPERTY DESCRIBED IN DEED FROM JAGEE REAL PROPERTIES, LP, A TEXAS LIMITED PARTNERSHIP, TO WORLD MISSIONARY BAPTIST CHURCH, RECORDED IN VOL. 15620, PG. 180, DEED RECORDS OF TARRANT COUNTY, TX

END OF EXHIBIT "A"

After Recording Return to:
ducksilver Resolutions Inc.
Attn: Clay Blum
777 West Rosedale
Fort Worth, TX 76104



QUICKSILVER RESOURCES INC
ATTN: CLAY BLUM
777 WEST ROSEDALE SUITE 300
FT WORTH TX 76104
Submitter: JAMES S BYROM

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
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Filed For Registration: 12/06/2005 02:11 PM
Instrument #: D205362983
U 7 PGS \$36.00

By: 



D205362983

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.





NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, MARSHALL R. YOUNG OIL CO., a Delaware corporation, with mailing address at 1320 S. University Dr., Suite 400, Fort Worth, TX 76107 ("Assignor") does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to QUICKSILVER RESOURCES, INC., a Delaware corporation, with mailing address at 777 West Rosedale, Suite 300, Fort Worth, TX 76104 ("Assignee"), its successors and assigns, effective as of 7:00 a.m., Central Standard time on May 25, 2006 (the "Effective Date"), an undivided 75% of Assignor's right, title and interest in and to the oil and gas leases (each a "Lease" and collectively, the "Leases") more particularly described on Exhibit "A" attached hereto and made a part hereof together with all rights and privileges, including surface rights and privileges, easements, rights-of-way, licenses, authorizations and similar rights and interests owned or exercised by Assignor on, over or pertaining to the Leases.

Assignor hereby reserves unto itself, its successors and assigns, an overriding royalty interest ("ORRI") equal to the difference, if any, between lease burdens of record and 25% of all oil, gas and casinghead gas produced, saved and marketed from or attributable to the lands covered by the Leases. Said ORRI shall be reduced proportionately to the extent that (i) Assignor owns or conveys to Assignee less than 100% of a Lease, (ii) a Lease covers less than the full mineral interest in the lands covered thereby, or (iii) the lands covered by a Lease are pooled with other lands.

Assignee, its successors and assigns, shall have the same rights, options, privileges, and powers with respect to and in connection with the pooling, unitizing, or combining of Assignor's reserved overriding royalty interest as were given or granted to the Lessee under the terms of the Leases, and in the event of any such pooling, unitizing, or combining of the Leases from and after the effective date thereof, then Assignor's reserved overriding royalty interest shall be computed and paid on the same average basis or formula as provided for in the Leases included in said unit.

TO HAVE AND TO HOLD said right, title and interest unto Assignee, its successors and assigns forever, subject to the terms and conditions hereof and the terms, covenants and provisions of the Leases.

This Assignment is granted and accepted without warranty of title of any kind, either express or implied, except Assignor specially warrants and agrees to defend the title to the Leases against the lawful claims and demands of all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise. Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of an the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leases against Assignor's predecessors in title.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon Assignor and Assignee, their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed this 23rd day of May, 2006 but effective as of the Effective Date herein.

MARSHALL R. YOUNG OIL CO.

By: 
William K. Young, President

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on May 23, 2006 by William K. Young, President of Marshall R. Young Oil Co., a Delaware corporation, on behalf of said corporation.

My Commission Expires:
11/30/2008



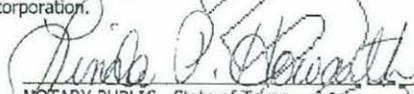

NOTARY PUBLIC - State of Texas



EXHIBIT A

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17133-00 1	FRANK NGUYEN, ET UX	08/12/05	D206094635	TX TARRANT	2 ACRES, M/L, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY TEXAS, DESCRIBED AS LOT 1-D, BLK. 1-R, FRANK COLLINS SUB-DIVISION TO CITY OF FORT WORTH, ACCORDING TO PLAT RECORDED IN CABINET B, SLIDE 9495, PLAT RECORDS, TARRANT COUNTY, TEXAS, BEING SAME TRACT DESCRIBED IN DEED DATED MARCH 4, 2003 FROM BOWER AND PARKER INVESTMENTS, INC. TO FRANK NGUYEN AND LUCINDA NGUYEN, RECORDED AT VOL. 16483, PAGE 21, DEED RECORDS OF TARRANT COUNTY, TEXAS
17134-00 1	BOBBY DAVIS	02/21/06	D206094636	TX TARRANT	4.111 ACRES, M/L, COMPRISED OF LOTS 5 AND 6, BLOCK 15, WILKES ESTATES, SUBDIVISION TO CITY OF FORT WORTH, IN J. M. DANIEL SURVEY, A-395, TARRANT COUNTY, TEXAS, DESCRIBED IN DEED EXECUTED ON 4/7/05 FROM JOY LYNN THOMPSON TO BOBBY DAVIS BEARING COUNTY CLERK'S INSTRUMENT #D205107969 OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
17135-00 1	JOSE A. MORENO, ET UX	04/11/06	D206123047	TX TARRANT	W/2 OF LOT 3, BLK. 4, SUN VALLEY ADDITION, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TX, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PG. 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS AND DESCRIBED IN DEED TO JOSE A. MORENO AND WIFE, GICELA MORENO FROM JERRY BURGESS RECORDED IN DEED RECORDS OF TARRANT COUNTY, TEXAS, VOLUME 16318, PAGE 146, INSTRUMENT #D203024706 DATED 1/15/2003; AND E/2 OF LOT 2, BLK. 4, SUN VALLEY ADDITION, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TX, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PAGE 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS AND DESCRIBED IN DEED TO JOSE MORENO AND GICELA MORENO FROM SECRETARY OF



EXHIBIT A

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17136-00 1	JESUS MORENO	04/11/06	D206123048 TX TARRANT	HOUSING AND URBAN DEVELOPMENT, RECORDED IN DEED RECORDS OF TARRANT COUNTY, TEXAS, VOLUME 14488, PAGE 25, INSTRUMENT #D200189025, DATED 8/18/2000 E/2 OF LOT 9, BLK. 1, SUN VALLEY ADDITION, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TX, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PG. 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS AND DESCRIBED IN DEED TO JESUS MORENO FROM JERRY BURGESS RECORDED IN DEED RECORDS OF TARRANT COUNTY, TEXAS, INSTRUMENT#D204213402 DATED 7/2/2004; AND E/2 OF LOT 15, BLK. 5, SUN VALLEY ADDITION, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TX, ACCORDING TO MAP OR PLAT RECORDED AT VOL. 388-T, PAGE 76 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS AND DESCRIBED IN DEED TO JESUS MORENO FROM JERRY BURGESS RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, INSTRUMENT NUMBER D204164907, DATED 3/24/2004
17137-00 1	GRADY W. CLIFTON, JR.	04/13/06	D206123049 TX TARRANT	W/2 OF E/2 OF LOT 20, BLK. 8, SUN VALLEY ADDITION, IN THE CITY OF FORT WORTH, TARRANT COUNTY, TX, ACCORDING TO MAP OR PLAT RECORDED VOL. 388-T, PG. 76 OF PLAT RECORDS OF TARRANT COUNTY, TX AND DESCRIBED IN DEED TO GRADY W. CLIFTON FROM RAY HOOVER RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, VOL. 7273, PAGE 1804, INSTRUMENT #D182508740 DATED 3/31/82
17138-00	JOY LYNN THOMPSON	03/27/06	D206123050 TX TARRANT	2.272 ACRES, M/L, BEING LOT 7, BLK. 15, WILKES ESTATES, A SUBDIVISION TO CITY OF FORT WORTH, IN J. M. DANIEL SURV., A-395, TARRANT COUNTY, TEXAS, AND DESCRIBED IN DEED

EXHIBIT A

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17139-00 1	DARLA RAY-SMITH, ET AL	02/18/06	D206123051	TX TARRANT	<p>EXECUTED 5/9/2001 FROM CAROLYN NIXON CUNNINGHAM, INDIVIDUALLY AND AS INDEPENDENT ADMINISTRATOR OF ESTATE OF EARL W. CUNNINGHAM, DECEASED, TO JOY LYNN THOMPSON, COUNTY CLERK INSTRUMENT #D201052709 OF OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS</p> <p>1 ACRE, M/L, IN DAVID STRICKLAND SURVEY, A-1376, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED EXECUTED JUNE 11, 2002 FROM ELMER JEANETTE HARRIS TO DARLA RAY SMITH, AN UNMARRIED PERSON, AND CECIL L. RAY, A MARRIED PERSON, DULY RECORDED AT VOL. 15754, PAGE 64, DEED RECORDS OF TARRANT COUNTY, TEXAS</p>

After Recording Return to
 QUICKLIVE Research, Inc.
 Attn: CRY BIRM
 777 East Ross
 Fort Worth, Texas 76102



QUICKSILVER RESOURCES INC
CLAY BLUM
777 W ROSEDALE 300
FTW TX 76104
Submitter: KIMBERLY DAVIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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Filed For Registration: 06/06/2006 08:44 AM
Instrument #: D206168537
U 5 PGS \$28.60



D206168537

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS
COUNTY OF TARRANT

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§
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KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, MARSHALL R. YOUNG OIL CO., a Delaware corporation, with mailing address at 1329 S. University Dr., Suite 400, Fort Worth, TX 76107 ("Assignor") does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to QUICKSILVER RESOURCES, INC., a Delaware corporation, with mailing address at 777 West Rosedale, Suite 300, Fort Worth, TX 76104 ("Assignee"), its successors and assigns, effective as of 7:00 a.m., Central Standard time on August 22, 2005 (the "Effective Date"), an undivided 75% of Assignor's right, title and interest in and to the oil and gas leases (each a "Lease" and collectively, the "Leases") more particularly described on Exhibit "A" attached hereto and made a part hereof together with all rights and privileges, including surface rights and privileges, easements, rights-of-way, licenses, authorizations and similar rights and interests owned or exercised by Assignor on, over or pertaining to the Leases.

Assignor hereby reserves unto itself, its successors and assigns, an overriding royalty interest ("ORRI") equal to the difference, if any, between lease burdens of record and 25% of all oil, gas and casinghead gas produced, saved and marketed from or attributable to the lands covered by the Leases. Said ORRI shall be reduced proportionately to the extent that (i) Assignor owns or conveys to Assignee less than 100% of a Lease, (ii) a Lease covers less than the full mineral interest in the lands covered thereby, or (iii) the lands covered by a Lease are pooled with other lands.

Assignee, its successors and assigns, shall have the same rights, options, privileges, and powers with respect to and in connection with the pooling, unitizing, or combining of Assignor's reserved overriding royalty interest as were given or granted to the Lessee under the terms of the Leases, and in the event of any such pooling, unitizing, or combining of the Leases from and after the effective date thereof, then Assignor's reserved overriding royalty interest shall be computed and paid on the same acreage basis or formula as provided for in the Leases included in said unit.

TO HAVE AND TO HOLD said right, title and interest unto Assignee, its successors and assigns forever, subject to the terms and conditions hereof and the terms, covenants and provisions of the Leases.

This Assignment is granted and accepted without warranty of title of any kind, either express or implied, except Assignor specially warrants and agrees to defend the title to the Leases against the lawful claims and demands of all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise. Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of an the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leases against Assignor's predecessors in title.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon Assignor and Assignee, their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed this 17th day of August, 2005, but effective as of the Effective Date herein.

MARSHALL R. YOUNG OIL CO.

By: J. G. Wilson, Vice President

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on August 17, 2005 by J. G. Wilson, Vice President of Marshall R. Young Oil Co., a Delaware corporation, on behalf of said corporation.

My Commission Expires 11/30/2008



Linda P. Hcwarth
NOTARY PUBLIC - State of Texas

/Inst/ASN-Quicksilver



EXHIBIT A

ATTACHED TO AND MADE A PART OF ASSIGNMENT OF OIL AND GAS LEASES FROM MARSHALL R. YOUNG OIL CO.,
ASSIGNOR, TO QUICKSILVER RESOURCES, INC., ASSIGNEE, EFFECTIVE AUGUST 22, 2005

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17042-B0 1	JOHN N. FRY	06/10/05	D205209263	TX TARRANT	166.10 ACRES, MORE OR LESS, IN THE J. M. DANIEL SURV., A-395, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DTD. 8/8/55 FROM WEBB MADDOX, EWELL H. MUSE, SR., CLIFTON H. MORRIS AND GEORGE P. WOLF, INDEPENDENT EXECUTORS OF THE ESTATE OF E. R. MADDOX, DECEASED, AND TRUSTEES OF THE TRUST CREATED IN HIS LAST WILL AND TESTAMENT, TO THE CITY OF ARLINGTON, TEXAS, DULY RECORDED AT VOL. 2905, PG. 365, DEED RECORDS OF TARRANT COUNTY, TX
17042-C0 1	CAROLYN CAMPBELL	06/10/05	D205209264	TX TARRANT	166.10 ACRES, MORE OR LESS, IN THE J. M. DANIEL SURV., A-395, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DTD. 8/8/55 FROM WEBB MADDOX, EWELL H. MUSE, SR., CLIFTON H. MORRIS AND GEORGE P. WOLF, INDEPENDENT EXECUTORS OF THE ESTATE OF E. P. MADDOX, DECEASED, AND TRUSTEES OF THE TRUST CREATED IN HIS LAST WILL AND TESTAMENT, TO THE CITY OF ARLINGTON, TEXAS, DULY RECORDED AT VOL. 2905, PG. 365, DEED RECORDS OF TARRANT COUNTY, TX
17042-D0 1	GRAYCE H. DAVIS	05/14/05	B205209265	TX TARRANT	166.10 ACRES, MORE OR LESS, IN THE J. M. DANIEL SURV., A-395, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DTD. 8/8/55 FROM WEBB MADDOX, EWELL H. MUSE, SR., CLIFTON H. MORRIS AND GEORGE P. WOLF, INDEPENDENT EXECUTORS OF THE ESTATE OF E. P. MADDOX, DECEASED, AND TRUSTEES OF THE TRUST CREATED IN HIS LAST WILL AND TESTAMENT, TO THE CITY OF ARLINGTON, TEXAS, DULY RECORDED AT VOL. 2905, PG. 365, DEED RECORDS OF TARRANT COUNTY, TX

EXHIBIT A

PAGE 2 of 6 PAGES

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17042-E0 1	ROSEMARY HULBURT	06/10/05	D205209266	TX TARRANT	166.10 ACRES, MORE OR LESS, IN THE J. M. DANIEL SURV., A-395, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DTD. 8/8/55 FROM WEBB MADDOX, EWELL H. MUSE, SR., CLIFTON H. MORRIS AND GEORGE P. WOLF, INDEPENDENT EXECUTORS OF THE ESTATE OF E. R. MADDOX, DECEASED, AND TRUSTEES OF THE TRUST CREATED IN HIS LAST WILL AND TESTAMENT, TO THE CITY OF ARLINGTON, TEXAS, DULY RECORDED AT VOL. 2905, PG. 365, DEED RECORDS OF TARRANT COUNTY, TX
17042-F0 1	ROBERT N. RADER	06/24/05	D205209267	TX TARRANT	166.10 ACRES, MORE OR LESS, IN THE J. M. DANIEL SURV., A-395, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DTD. 8/8/55 FROM WEBB MADDOX, EWELL H. MUSE, SR., CLIFTON H. MORRIS AND GEORGE P. WOLF, INDEPENDENT EXECUTORS OF THE ESTATE OF E. P. MADDOX, DECEASED, AND TRUSTEES OF THE TRUST CREATED IN HIS LAST WILL AND TESTAMENT, TO THE CITY OF ARLINGTON, TEXAS, DULY RECORDED AT VOL. 2905, PG. 365, DEED RECORDS OF TARRANT COUNTY, TX
17043-00 1	MARK MATSON, ET UX	05/15/05	D205185616	TX TARRANT	2 ACRES, M/L, IN THE DAVID STRICKLAND SURVEY, A-1376, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" OF DEED DATED 9/17/96 FROM COLLETTE 820 JOINT VENTURE TO MARK MATSON AND WIFE, NAN E. MATSON, RECORDED AT VOL. 12517, PG. 1227, DEED RECORDS OF TARRANT COUNTY, TEXAS
17044-00 1	SOUTH LOOP 820 LP	05/09/05	D205185617	TX TARRANT	TRACT 1: 8.598 ACRES, M/L, IN DAVID STRICKLAND SURV., A-1376, TARRANT COUNTY, TEXAS, DESCRIBED BY METES

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17045-00 1	SCI TEXAS FUN.SERV.	06/24/05	D205195024	TX TARRANT	<p>AND BOUNDS IN DEED DATED 5/31/2001 FROM RONNIE AND SANDRA MCGLOTHLIN TO SOUTH LOOP 820 LP, RECORDED AT VOL. 14933, PG. 56, DEED RECORDS OF TARRANT COUNTY, TEXAS</p> <p>TRACT 2: 2.083 ACRES, M/L, IN DAVID STRICKLAND SURV., A-1376, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DRED DATED 5/31/2001 FROM RONNIE AND SANDRA MCGLOTHLIN TO SOUTH LOOP 820 LP, RECORDED AT VOL. 14933, PG. 57, DEED RECORDS OF TARRANT COUNTY, TEXAS</p> <p>TRACT 3: 1.118 ACRES, M/L, IN DAVID STRICKLAND SURV., A-1376, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED 5/31/2001 FROM RONNIE AND SANDRA MCGLOTHLIN TO SOUTH LOOP 820 LP, RECORDED AT VOL. 14933, PG. 57, DEED RECORDS OF TARRANT COUNTY, TEXAS</p> <p>CONTAINING A TOTAL OF 11.799 ACRES, M/L</p>
17046-00 1	ROBERT HENDERSON	04/30/05	D205195025	TX TARRANT	<p>89.951 ACRES, M/L, BEING ALL OF BLOCK 31, HYDE JENNINGS SUBDIVISION OF PORTION OF S. G. JENNINGS SURVEY A-843, ACCORDING TO THE PLAT RECORDED IN VOLUME 106, PAGE 78, PLAT RECORDS, TARRANT CO., TEXAS, INCLUDING ALL STREETS, EASEMENTS AND ALLEYWAYS ADJACENT THERETO.</p> <p>5 ACRES, M/L, DESCRIBED AS LOT 7, BLOCK 4, HANDLEY HEIGHTS SOUTH ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1867, PAGE 310, PLAT RECORDS, TARRANT COUNTY, TEXAS, INCLUDING ALL STREETS, EASEMENTS AND ALLEYWAYS ADJACENT THERETO</p>

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17047-00 1	RICHARDSON MCQUEEN	06/30/05	D205202774	TX TARRANT	4.5 ACRES, M/L, DESCRIBED AS LOT 9, BLOCK 2, HANDLEY HEIGHTS SOUTH ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE REVISED PLAT RECORDED IN VOL. 388-D, PG. 199, PLAT RECORDS OF TARRANT COUNTY, TEXAS, SAVE AND EXCEPT: EAST 110 FEET THEREOF RE-PLATTED INTO LOT 9-A, BLOCK 2, HANDLEY HEIGHTS SOUTH ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOL. 388-104, PG. 271, PLAT RECORDS OF TARRANT COUNTY, TEXAS, INCLUDING ALL STREETS, EASEMENTS AND ALLEYS ADJACENT THERETO
17048-00 1	JAMES WILBORN, ET UX	05/11/05	D208241495	TX TARRANT	5 ACRES, M/L, DESCRIBED AS LOTS 8A & 8B, BLK. 2, HANDLEY HEIGHTS SOUTH ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-D, PAGE 199, PLAT RECORDS, TARRANT COUNTY, TEXAS, INCLUDING ALL STREETS, EASEMENTS AND ALLEYS ADJACENT THERETO
17049-00 1	SUN VALLEY IND. PK, LP	05/09/05	D205209268	TX TARRANT	TRACT 1: 18.663 ACRES, M/L, IN DAVID STRICKLAND SURVEY, A-1376, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED MARCH 14, 1997 FROM TEXAS SOCIETY FOR BETTER SPORTS TO RONNIE AND SANDRA MCGLOTHLIN, RECORDED IN VOL. 12718, PAGE 1427, DEED RECORDS OF TARRANT COUNTY, TEXAS TRACT 2: 5.55 ACRES, M/L, IN DAVID STRICKLAND SURVEY, A-1376, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED MARCH 14, 1997, FROM TEXAS SOCIETY

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17050-00 1	BULLS PROPERTIES	06/14/05	D205209269	TX TARRANT	FOR BETTER SPORTS TO RONNIE AND SANDRA MCGLOTHLIN, RECORDED IN VOL. 12718, PAGE 1427 DEED RECORDS OF TARRANT COUNTY, TEXAS 4.108 ACRES, M/L, IN DAVID STRICKLAND SURVEY, A-1376, TARRANT COUNTY, TEXAS, DESCRIBED IN DEED DATED FEB. 3, 1998 FROM C. L. HIDLE, D/B/A HIDLE PROPERTIES, TO AL RAY BULLS, JR., D/B/A BULLS PROPERTIES, RECORDED AT VOL. 13070, PAGE 24, DEED RECORDS OF TARRANT CO., TEXAS, BEING LOT OF THE B&H BUSINESS PARK, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AND BEING RECORDED IN CABINET "B", SLIDE 1242, PLAT RECORDS OF TARRANT COUNTY, TEXAS
17051-00 1	AL RAY BULLS, JR.	06/14/05	D205209270	TX TARRANT	3.492 ACRES, M/L, IN DAVID STRICKLAND SURVEY, A-1376, TARRANT COUNTY, TEXAS, DESCRIBED IN DEED RECORDED IN VOL. 1370, PAGE 24 OF DEED RECORDS OF TARRANT CO., TEXAS, BEING LOT 1 OF THE B&H BUSINESS PARK, ADDITION TO CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING RECORDED IN CABINET "B", SLIDE 1242 OF PLAT RECORDS OF TARRANT COUNTY, TEXAS
17052-00 1	LAWHON, INC.	06/10/05	D205209271	TX TARRANT	34.44868 ACRES, M/L, OUT OF 34.49 ACRES IN J. M. DANIEL SURVEY, A-395 IN THE CITY OF FORT WORTH, TARRANT CO., TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED FEB. 10, 2005 FROM WILBARGER STREET, LP TO LAWHON, INC., A TEXAS CORPORATION, RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, BEARING COUNTY CLERK'S INSTRUMENT #D205129530; SAVE AND EXCEPT .04132 AC. BEING DESCRIBED BY METES AND BOUNDS

LEASE CODE/ LEASE TRACT	LESSOR	LEASE DATE	RECORDING FILE	BOOK PAGE ST COUNTY	DESCRIPTION-METES & BOUNDS
17053-00 1	LAWHON, INC.	06/10/05	D205241494	TX TARRANT	<p>IN DEED DATED FEBRUARY 3, 1989 FROM CLYDE PEABODY TO CITY OF FORT WORTH, RECORDED IN OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, BEARING COUNTY CLERK'S INSTRUMENT NO. Q189032936, BEARING 34.44868 ACRES, M/L</p> <p>14.248 ACRE TRACT, M/L, IN J. M. DANIEL SURVEY, A-395 IN CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN DEED DATED SEPTEMBER 28, 2000 FROM WILLIAM Y. HARVEY, AKA, W.Y. HARVEY, INDIVIDUALLY AND AS NOMINEE TRUSTEE; HAL FORD SMITH, GEORGE C. SUMNER AND DEE M. PERKINS TO LAWHON, INC., A TEXAS CORPORATION, D/B/A C&S TRAILER WORLD, RECORDED IN VOL. 14552, PAGE 28, OF OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS</p>

END OF EXHIBIT "A"



QUICKSILVER RESOURCES INC
777 WEST ROSEDALE #300

FT WORTH TX 76104

Submitter: STEVE BYROM

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/30/2005 10:37 AM
Instrument #: D205256537
OPR 8 PGS \$26.00



D205256537

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



81

File No. MF 110554
Date Filed 12/8/09
By Jerry Patterson, Commissioner

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

February 2, 2010

Ms. Jackie Hall
Agent Quicksilver Resources, Inc.
Kellam Magee and Company LLC
603 E. Belknap
Ft. Worth, TX 76102

Dear Ms. Hall,

Re: State of Texas HROW Lease # MF 110554

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

COPY

9.

File No. MF110554

[Signature]

Date Filed: 7/7/10

Jerry Patterson, Commissioner

[Signature]

108

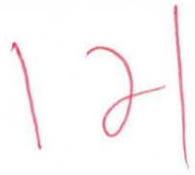
Quicksilver Resources Inc.
777 West Rosedale, Suite 300
Fort Worth, Texas 76104
(817) 665-5000

Vendor No.	Vendor Name	Date	Check No.	Check Total
68228	COMMISSIONER OF THE TEXAS	Feb-26-2010	118549	\$212.32

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
02-AP-1292	2010JH	02/17/10	212.32	0.00	212.32
TOTAL INVOICES PAID					212.32



10705329



cksilver Resources Inc.

177 West Rosedale, Suite 300

Fort Worth, Texas 76104

(817) 665-5000

Vendor No.	Vendor Name	Date	Check No.	Check Total
68228	COMMISSIONER OF THE TEXAS	Feb-26-2010	118550	\$3.19

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
02-AP-1293	2010JHA	02/17/10	3.19	0.00	3.19
TOTAL INVOICES PAID					3.19

~~X~~
10705328

121

JACKIE HALL
Independent Petroleum Landman
603 E. Belknap
Fort Worth, Texas 76102
817-781-6103
jhall82507@aol.com

March 4, 2010

Texas General Land Office
Lease Administration
Attention: Mr. Drew Reid
1700 N. Congress Ave., Suite 600
Austin, TX 78701-1495

Regarding: Oil, Gas, and Mineral Lease with Quicksilver Resources Inc.
Ownership of Mineral Estate in a portion of Carey Street
Fort Worth, Tarrant County, Texas

Dear Mr. Reid:

Pursuant to your signing of the Oil and Gas Lease dated February 2, 2010 on the above referenced tract, please find attached the following items:

1. A File Stamped Copy of the Oil and Gas Lease on the above referenced lands
2. A check dated February 26, 2010 from Quicksilver Resources, Inc. issued to the Commissioner of the Texas General Land Office in the amount of \$212.32 for the bonus consideration
3. A check dated February 26, 2010 from Quicksilver Resources, Inc. issued to the Commissioner of the Texas General Land Office in the amount of \$3.19 for the processing fee

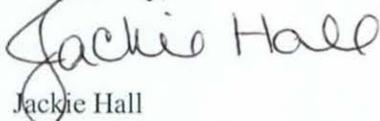
Also, please find enclosed the following:

4. One Order For Payment for the bonus consideration and letter to confirm receipt
5. One Order For Payment for the processing fee and letter to confirm receipt

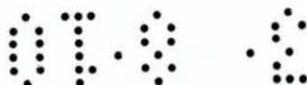
We would appreciate it if you would sign the enclosed two (2) Order For Payments and the two (2) letters to confirm receipt for the bonus consideration and for the processing fee. Please return these documents to me in the provided FedEx envelope.

Should you have any questions, please contact me at the e-mail address or telephone number listed above.

Respectfully,



Jackie Hall
Independent Petroleum Landman
Agent for Quicksilver Resources Inc.



10.

File No. MF 110554

Letter by Benson

Date Filed: 3/8/10

Jerry Patterson, Commissioner

By: 

3 0 70

3 0 70

The State of Texas

HROW Lease
Revised 8/06



COPY

Austin, Texas

FILED
TARRANT COUNTY TEXAS

2010 FEB 23 AM 11:53

SUZANNE HENDERSON
COUNTY CLERK

BY _____

PAID-UP
OIL AND GAS LEASE NO. (MF 110554)
GENERAL LAND OFFICE
AUSTIN, TEXAS

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

1. Lessor, in consideration of **Two Hundred Twelve 32/100 (\$ 212.32)** 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:

.070773 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 **.070773 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 **two years, from February 2, 2010** 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

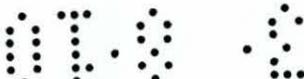
(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities 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.

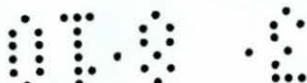
(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

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.

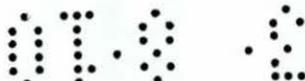
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11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County 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.

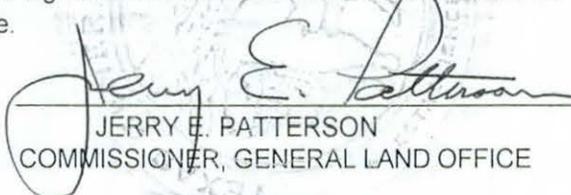
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causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less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

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

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



Jerry E. Patterson
JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:
ML: *DR*
DC: *CR*
GC: *[Signature]*

RETURN TO:
QUICKSILVER RESOURCES, INC.
MR. BYRON DUNN
777 WEST ROSEDALE ST., SUITE 300
FORT WORTH, TEXAS 76104

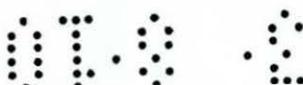


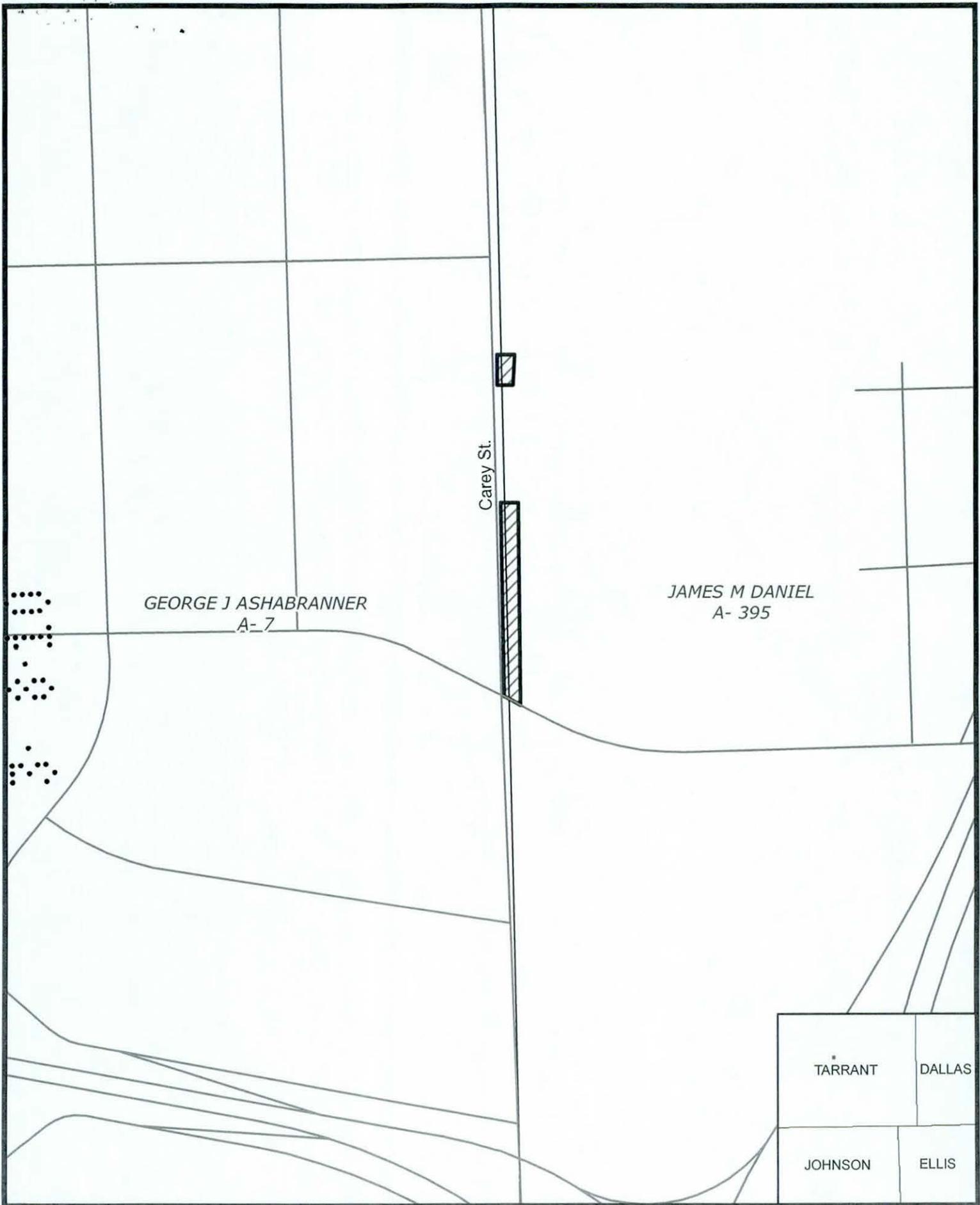
Exhibit "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated February 2, 2010, by and between the State of Texas, as lessor, and Quicksilver Resources, Inc. as lessee, covering acreage to be leased in Tarrant County, Texas, being part of Carey Street.

.070773 acres of land, more or less, situated in the J. M. Daniels Survey, A-395 and the G. J. Assabranner Survey, A-7 described in the following deeds filed in the Deeds of Records of Tarrant County.

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of the Deed Records, Tarrant County.

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dated 1/23/1989 and recorded in Vol. 09525,
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Map showing a
Buffer of Carey St.
.070773 ac
Tarrant County

0 280 560 1,120 Feet



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Compiled By: Zeke Guillen
February 2, 2010

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

BYRON DUNN
QUICKSILVER RESOURCES INC
777 W ROSEDALE STREET 300
FTW, TX 76104

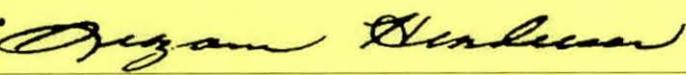
Submitter: JACKIE HALL

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/23/2010 11:53 AM

Instrument #: D210039889

OPR 8 PGS \$40.00

By: 

D210039889

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD



File No. MF110554

Lease

Date Filed: 3/8/10
Jerry Patterson, Commissioner

By [Signature]

4
5
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7
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3 070

5 Whiz-Q West
HROW Lease
Revised 8/06

The State of Texas



Austin, Texas

FILED
TARRANT COUNTY TEXAS

2010 FEB 23 AM 11:53

SUZANNE HENDERSON
COUNTY CLERK

BY _____

PAID-UP
OIL AND GAS LEASE NO. (MF 110554)
GENERAL LAND OFFICE
AUSTIN, TEXAS

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

1. Lessor, in consideration of Two Hundred Twelve 32/100 (\$ 212.32) 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:

.070773 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 .070773 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 two years, from February 2, 2010 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.

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TX 4390985.00

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

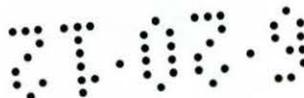
(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities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

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

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

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

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



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



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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.

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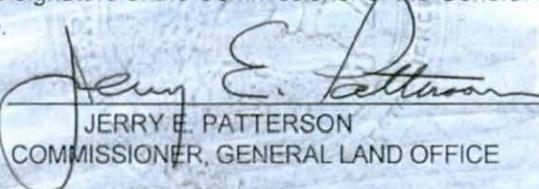
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IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.



JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: *DR*
DC: *CLR*
CC: *[Signature]*

RETURN TO:
QUICKSILVER RESOURCES, INC.
MR. BYRON DUNN
777 WEST ROSEDALE ST., SUITE 300
FORT WORTH, TEXAS 76104



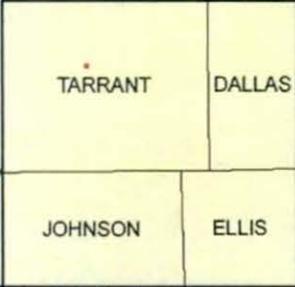
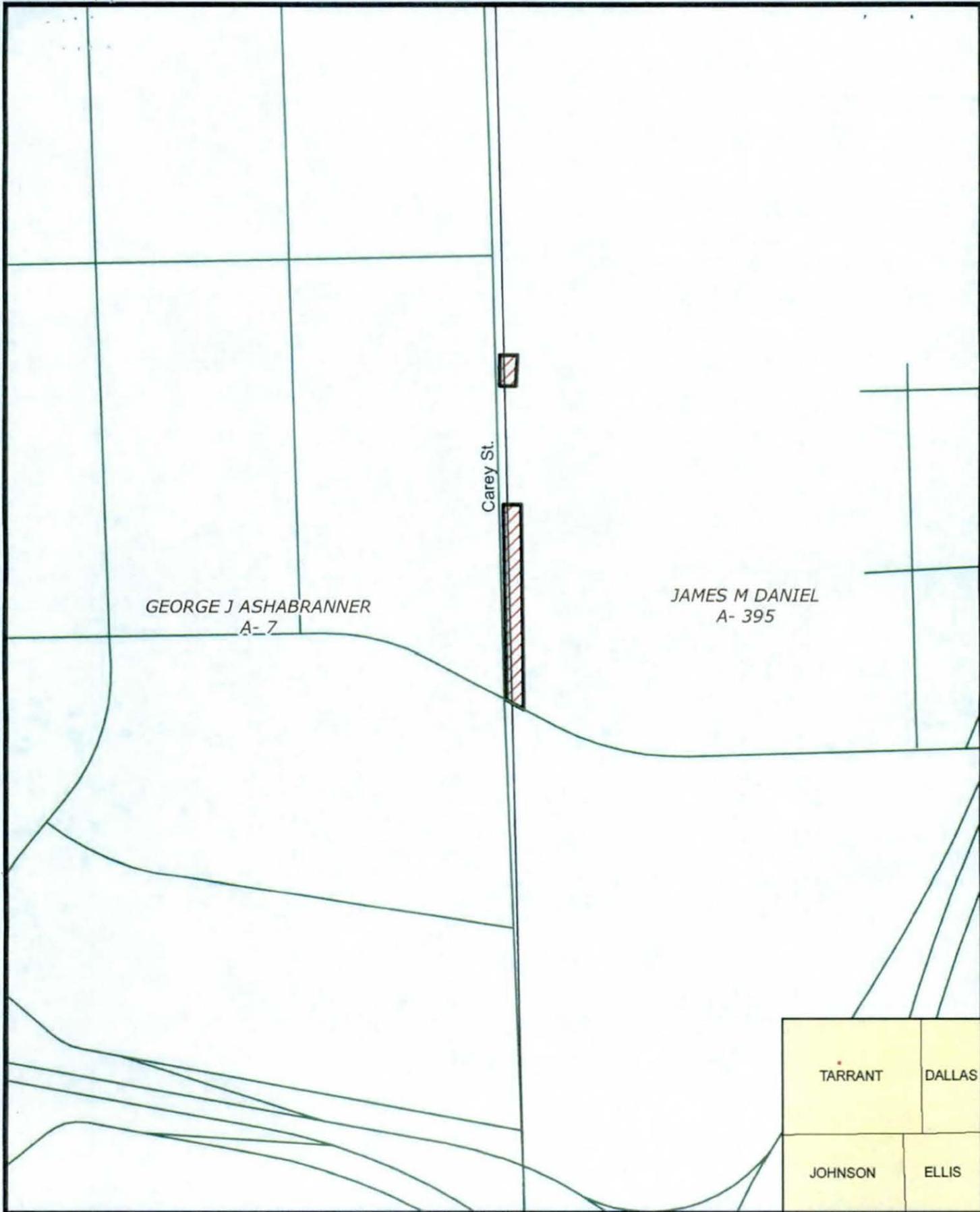
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Map showing a Buffer of Carey St. .070773 ac Tarrant County



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Map Compiled By: Zeke Guillen February 2, 2010



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

BYRON DUNN
QUICKSILVER RESOURCES INC
777 W ROSEDALE STREET 300
FTW, TX 76104

Submitter: JACKIE HALL

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Filed For Registration: 2/23/2010 11:53 AM

Instrument #: D210039889

OPR

8

PGS

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By: _____

Suzanne Henderson

D210039889

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD

210039889

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110325)
GENERAL LAND OFFICE
AUSTIN, TEXAS

RECORDED
TARRANT COUNTY TEXAS
2009 OCT 27 PM 2:40
LIZ WILKINS
COUNTY CLERK
BY _____

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

1 Lessor, in consideration of **Five Thousand Three Hundred Ninety Five 20/100 (\$ 5,395.20)** 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.

1.3488 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.

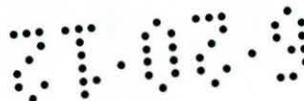
For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **1.3488 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration 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 **one year, from October 6th, 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



File No. 110554

Copy of Lease

Date Filed: 7-22-13

Jerry E. Patterson, Commissioner

BByd

8.30.13



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

August 27, 2024

Certified USPS # 7011 1150 0001 2420 0214

Matt Hendrix
Diversified Production, LLC
211 North Robinson Avenue, Suite N-1000
Oklahoma City, OK 73102

Re: Termination of State Leases No. MF 109585, MF 110325, MF 110554, MF 110644, and
GLO Unit 6132

- Whiz-Q West Unit Well No. 4H / API No. 42-439-35052 / RRC No. 09-258658
- Whiz-Q West Unit Well No. 5H / API No. 42-439-35056 / RRC No. 09-259961
- Whiz-Q West Unit Well No. 6H / API No. 42-439-35051 / RRC No. 09-259966

Mr. Hendrix:

The Texas General Land Office (GLO) has completed a review of the above captioned State Leases of which Diversified Production, LLC is the current listed operator. The review of our internal records, along with production records provided by the Texas Railroad Commission, indicate the Whiz-Q West Unit Well No. 6H / RRC No. 09-259966 (API No. 42-439-35051) ceased production January of 2024. The above referenced mineral file does not contain documentation of any additional shut-in royalty payments or reworking operations. As such, pursuant to Paragraph No. 2 of the four above-referenced State Leases dated December 16th, 2008 through March 23rd, 2010, the GLO considers the above referenced State Leases and Unit terminated effective May 1st, 2024.

Should you disagree with this assessment please provide evidence to the GLO at the address shown below within thirty (30) days of receipt of this letter. Failure to reply or failure to present sufficient evidence of the continuation of said State Leases will result in the mineral files being endorsed as terminated. You will receive no further communication from this office prior to this endorsement.

Additionally, Title 31, §9.92, of the Texas Administrative Code requires that a recorded original or certified copy of a Release of each State Lease, along with a filing fee of twenty-five dollars (\$25.00) per lease, be filed with our office. Please discontinue filing GLO production reports and immediately delete the GLO RRAC control record for these wells. If there are royalties due, our Audit Division will notify you of the amount due. Lastly, when the wells have been plugged, copies of Railroad Commission Form W-3 are required to be filed with our office. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

Best,

A handwritten signature in blue ink, appearing to read "Johnny Boatright".

Johnny Boatright
Energy Resources
512-305-9106
Johnny.Boatright@glo.texas.gov

#13

File No. MF110554

Tarrant County

Termination letter

Date Filed: 8/27/2024

Commissioner Dawn Buckingham, M.D.

By: 

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#14

File No. MF110554

Tarrant County

USPS tracking of Termination Letter

Date Filed: 11/14/2024

Commissioner Dawn Buckingham, M.D.

By: 