

MF110644

#595T
~~#6132~~

State Lease MF110644 Control 65-902205 Base File County TARRANT

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

Leasing: [Signature]
Analyst: [Signature]
Maps: _____
GIS: ZG

Survey TARRANT COUNTY ROADS
Block
Block Name
Township
Section/Tract
Land Part
Part Description
Acres 0.5542
Depth Below 0 Depth Above 0 Depth Other
Name QUICKSILVER RESOURCES, INC.
Lease Date 3/23/2010
Primary Term 1 yrs
Bonus (\$) \$3,325.20
Rental (\$) \$0.00
Lease Royalty 0.2500



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



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The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110644)
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 **Three Thousand Three Hundred Twenty Five 20/100 (\$3,325.20)** 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:

0.5542 total 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 **0.5542** 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 March 23, 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.

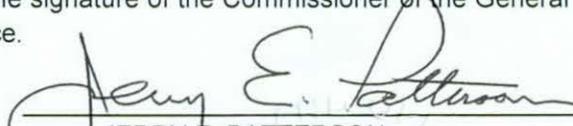
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

CC: 

Exhibit "C"

(Condemnation Proceedings)

**Scott Hensel Lands
(Mineral Ownership Breakdown)**

Condemnation Proceedings A, dated December 30, 1969, in the case styled *City of Fort Worth v. Theodore J. Neel, et al.*, Cause No. 67711, in County Court at Law of Tarrant County, Texas. The condemnation proceedings foreclosed 3,427.0 square feet, in fee simple for public road purposes, namely **Eastland Street.**

(Public Road Deeds)

**Eastland Real Estate Investors, L.P. Lease
(Original Drilling Title Opinion, QRI File No. 135)**

Public Road Deed B, dated March 18, 1970, from C. R. Hadley and L. N. Wileman to the City of Fort Worth (State of Texas), recorded in Volume 4859, Page 323, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed 9,884 square feet (0.2269 acres), more or less, in fee simple for public road purposes, Eastland Street.

**City of Fort Worth Lands
(Original Drilling Title Opinion, QRI File No. 577)**

Public Road Deed C, dated March 27, 1970, from Clyde D. Peabody to the City of Fort Worth (State of Texas), recorded in Volume 4864, Page 943, Deed Records, Tarrant County, Texas. The Deed conveyed 0.086 acres of land, in fee simple, for a portion of Eastland Street.

Luminant Mineral Development Company, LLC

Public Road Deed D, dated March 4, 1990, from Luminant Mineral Development Company, LLC to the City of Fort Worth (State of Texas), recorded in Volume 4875, Page 55, Deed Records, Tarrant County, Texas. The Deed conveyed a parcel of land, containing a 14.57 foot wide strip of land (0.10859 acres), in fee simple, for a portion of Eastland Street.

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).

Exhibit "C"

(Public Road Deeds)

T & O Service Marketing, Inc. (Original Drilling Title Opinion)

Public Road Deed A, dated November 9, 1987, from T & O Management Agency, Inc., to the City of Fort Worth (State of Texas), recorded in Volume 9236, Page 92, Official Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 772 square feet of land, more or less, in fee simple for public road purposes, **Wilbarger Street**.

Frank Nguyen and wife, Lucinda Nguyen (Original Drilling Title Opinion)

Public Road Deed B, dated December 7, 1987, from Red Arrow Frigate Lines, Inc. to the City of Fort Worth (State of Texas), recorded in Volume 9299, Page 1701, Official Records, Tarrant County, Texas. The Deed conveyed two (2) parcels of land, containing approximately 1,211 square feet of land, in fee simple, for a portion of Wilbarger Street.

**Lawhon, Inc., Lease 34.447 acres
(Original Drilling Title Opinion and Letter Opinion)**

Public Road Deed C, dated July 2, 1987, from Clyde Peabody to the City of Fort Worth (State of Texas), recorded in Volume 9236, Page 97, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 250 square feet of land (0.0057 acres), more or less, in fee simple for public road purposes, Wilbarger Street.

Public Road Deed D, dated September 23, 1988, from Don Morris Enterprises Investment Group II, L.P. to the City of Fort Worth (State of Texas), recorded in Volume 9465, Page 2211, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 1,322 square feet of land (0.03 acres), more or less, in fee simple for public road purposes, Wilbarger Street.

Crown Enterprises, Inc. (Original Drilling Title Opinion)

Public Road Deed E, dated July 20, 1988, from Iris Alain Maddox Farkas to the City of Fort Worth (State of Texas), recorded in Volume 9334, Page 1093, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 0.6376 acres of land, more or less, in fee simple for public road purposes, being portions of Wilbarger Street and Carey Street.

Truck & Traylor Services (Letter Opinion)

Public Road Deed F, dated June 19, 1989, from NCNB Texas National Bank to the City of Fort Worth (State of Texas), recorded in Volume 9733, Page 362, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 350 square feet of land, more or less, in fee simple for public road purposes, being a portion of Wilbarger Street.

Estate of Clyde Peabody, Deceased (Original Drilling Title Opinion)

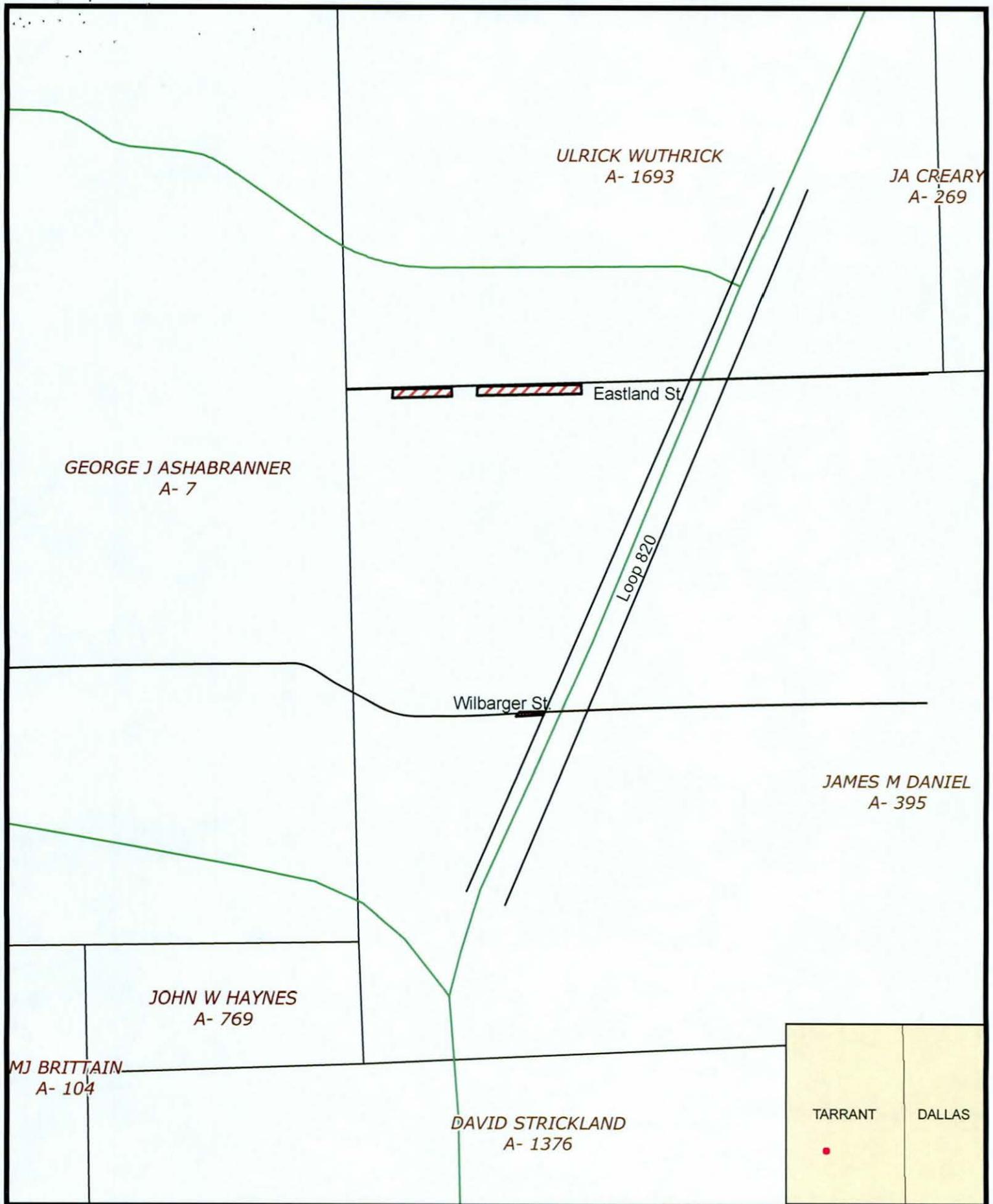
Public Road Deed G, dated April 13, 1989, from Clyde Peabody to the City of Fort Worth, Texas, recorded in Volume 9654, Page 1769, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 2724 square feet of land, more or less, in fee simple for public road purposes, Wilbarger Street.

Lawhon, Inc. 14.874 acres (Original Drilling Title Opinion)

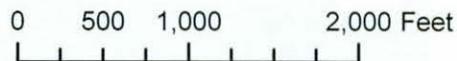
Public Road Deed H, dated May 12, 1987, from Loop 820 Properties to the City of Fort Worth (State of Texas), recorded in Volume 9079, Page 1767, Official Public Records, Tarrant County, Texas. The Deed conveyed 2,362 square feet, more or less, in fee simple for Wilbarger Street.

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).

The following Opinions did not contain Public Road Deeds, and as a result, it is the examiner's opinion the acreage lying within Wilbarger Street is a as prescriptive easement insofar as it is located adjacent to the following land owners: ARC18TX LP Lease (Original Drilling Title Opinion and Letter Opinion), the Gary M. Reeder Lease (Original Drilling Title Opinion), and the Jimmy R. Kersey and wife, Audrey Kersey, Lease (Original Drilling Title Opinion).



Map showing a Buffer of Wilbarger St. 0.5542 acres and Eastland St. .5002 acres 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
March 23, 2010

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

TARRANT COUNTY TEXAS

2010 APR 15 AM 11:44

SUZANNE HENDERSON
COUNTY CLERK

BY _____

PAID-UP
OIL AND GAS LEASE NO. (MF 110644)
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 National 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 **Three Thousand Three Hundred Twenty Five 20/100 (\$3,325.20)** 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:

0.5542 total 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 **0.5542** 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.

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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.

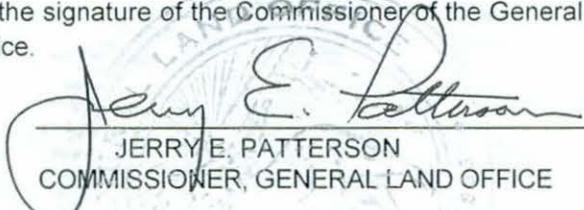
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

CC: [Signature]

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

EXHIBIT "A"

(Condemnation Proceedings)

**Scott Hensel Lands
(Mineral Ownership Breakdown)**

Condemnation Proceedings A, dated December 30, 1969, in the case styled *City of Fort Worth v. Theodore J. Neel, et al.*, Cause No. 67711, in County Court at Law of Tarrant County, Texas. The condemnation proceedings foreclosed 3,427.0 square feet, in fee simple for public road purposes, namely **Eastland Street**.

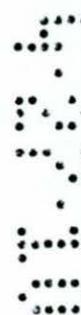
(Public Road Deeds)

**Eastland Real Estate Investors, L.P. Lease
(Original Drilling Title Opinion, QRI File No. 135)**

Public Road Deed B, dated March 18, 1970, from C. R. Hadley and L. N. Wileman to the City of Fort Worth (State of Texas), recorded in Volume 4859, Page 323, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed 9,884 square feet (0.2269 acres), more or less, in fee simple for public road purposes, Eastland Street.

**City of Fort Worth Lands
(Original Drilling Title Opinion, QRI File No. 577)**

Public Road Deed C, dated March 27, 1970, from Clyde D. Peabody to the City of Fort Worth (State of Texas), recorded in Volume 4864, Page 943, Deed Records, Tarrant County, Texas. The Deed conveyed 0.086 acres of land, in fee simple, for a portion of Eastland Street.



Luminant Mineral Development Company, LLC

Public Road Deed D, dated March 4, 1990, from Luminant Mineral Development Company, LLC to the City of Fort Worth (State of Texas), recorded in Volume 4875, Page 55, Deed Records, Tarrant County, Texas. The Deed conveyed a parcel of land, containing a 14.57 foot wide strip of land (0.10859 acres), in fee simple, for a portion of Eastland Street.

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).



(Public Road Deeds)

T & O Service Marketing, Inc. (Original Drilling Title Opinion)

Public Road Deed A, dated November 9, 1987, from T & O Management Agency, Inc., to the City of Fort Worth (State of Texas), recorded in Volume 9236, Page 92, Official Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 772 square feet of land, more or less, in fee simple for public road purposes, **Wilbarger Street**.

Frank Nguyen and wife, Lucinda Nguyen (Original Drilling Title Opinion)

Public Road Deed B, dated December 7, 1987, from Red Arrow Frigate Lines, Inc. to the City of Fort Worth (State of Texas), recorded in Volume 9299, Page 1701, Official Records, Tarrant County, Texas. The Deed conveyed two (2) parcels of land, containing approximately 1,211 square feet of land, in fee simple, for a portion of Wilbarger Street.

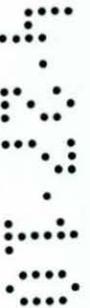
**Lawhon, Inc., Lease 34.447 acres
(Original Drilling Title Opinion and Letter Opinion)**

Public Road Deed C, dated July 2, 1987, from Clyde Peabody to the City of Fort Worth (State of Texas), recorded in Volume 9236, Page 97, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 250 square feet of land (0.0057 acres), more or less, in fee simple for public road purposes, Wilbarger Street.

Public Road Deed D, dated September 23, 1988, from Don Morris Enterprises Investment Group II, L.P. to the City of Fort Worth (State of Texas), recorded in Volume 9465, Page 2211, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 1,322 square feet of land (0.03 acres), more or less, in fee simple for public road purposes, Wilbarger Street.

Crown Enterprises, Inc. (Original Drilling Title Opinion)

Public Road Deed E, dated July 20, 1988, from Iris Alain Maddox Farkas to the City of Fort Worth (State of Texas), recorded in Volume 9334, Page 1093, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 0.6376 acres of land, more or less, in fee simple for public road purposes, being portions of Wilbarger Street and Carey Street.



Truck & Traylor Services (Letter Opinion)

Public Road Deed F, dated June 19, 1989, from NCNB Texas National Bank to the City of Fort Worth (State of Texas), recorded in Volume 9733, Page 362, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 350 square feet of land, more or less, in fee simple for public road purposes, being a portion of Wilbarger Street.

Estate of Clyde Peabody, Deceased (Original Drilling Title Opinion)

Public Road Deed G, dated April 13, 1989, from Clyde Peabody to the City of Fort Worth, Texas, recorded in Volume 9654, Page 1769, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 2724 square feet of land, more or less, in fee simple for public road purposes, Wilbarger Street.

Lawhon, Inc. 14.874 acres (Original Drilling Title Opinion)

Public Road Deed H, dated May 12, 1987, from Loop 820 Properties to the City of Fort Worth (State of Texas), recorded in Volume 9079, Page 1767, Official Public Records, Tarrant County, Texas. The Deed conveyed 2,362 square feet, more or less, in fee simple for Wilbarger Street.

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).

The following Opinions did not contain Public Road Deeds, and as a result, it is the examiner's opinion the acreage lying within Wilbarger Street is a as prescriptive easement insofar as it is located adjacent to the following land owners: ARC18TX LP Lease (Original Drilling Title Opinion and Letter Opinion), the Gary M. Reeder Lease (Original Drilling Title Opinion), and the Jimmy R. Kersey and wife, Audrey Kersey, Lease (Original Drilling Title Opinion).



EXHIBIT "B"

ULRICK WUTHRICK
A- 1693

JA CREARY
A- 269

GEORGE J ASHABRANNER
A- 7



Eastland St

Wilbarger St

Loop 820

JAMES M DANIEL
A- 395

JOHN W HAYNES
A- 769

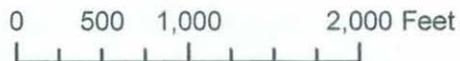
MJ BRITTAIN
A- 104

DAVID STRICKLAND
A- 1376

TARRANT

DALLAS

Map showing a
Buffer of Wilbarger St. 0.5542 acres
and Eastland St. .5002 acres
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
March 23, 2010

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

QUICKSILVER RESOURCES INC
777 WEST ROSEDALE ST STE 300
FT WORTH, TX 76104

Submitter: PATRICK OTOOLE

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

Filed For Registration: 4/15/2010 11:40 AM

Instrument #: D210086560

LSE 11 PGS \$52.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", written over a horizontal line.

D210086560

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: VMMASSINGILL



01.93.4

1.

File No. MF 1106494
Class
Date Filed: 1/30/10
By Jeff Patterson, Commissioner

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

January 28, 2010

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

Attention: Mr. Drew Reid

Regarding: LETTER OF APPLICATION
Oil, Gas, and Mineral Lease
Ownership of Mineral Estate in a portion of Wilbarger Street
and Eastland Street
Tarrant County, Texas
Lake Arlington Prospect;

Gentlemen:

Quicksilver Resources Inc. hereby makes application to lease State of Texas Lands, as attached in Exhibit "A1" Tract H being 0.054 acres of land, more or less, west of Hwy Loop 820, in Wilbarger Street, and attached in Exhibit "A2" Tracts A - D being 0.5002 acres of land, more or less, west of Hwy Loop 820, in Eastland Street in Tarrant County, Texas. Quicksilver is an "adjacent lease hold 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.
- 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

No money
m-110644

6000.00
'14
1 yr
shuf in 25.00

0.054 (1)

0.5002 ac (2)

total ac 0.5542

KELLAM MAGEE AND COMPANY LLC

Jackie Hall
603 E. Belknap
Fort Worth, TX 76102
817-781-6103

January 28, 2010

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 Wilbarger Street
and Eastland Street
Tarrant County, Texas
Lake Arlington Prospect

Dear Mr. Reid:

My name is Jackie Hall, I am a Landman with Kellam Magee and Company LLC.
Attached are 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



121

X 100.00

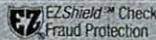
Ryan Hall
Jackie Hall ✓
PO Box 1248
Edna, TX 77957

10704269

7227

Feb 1 2010

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

Security features are included. Details on back.

State of TX Lease Ap.
FOR Eastland St/Wilbarger St

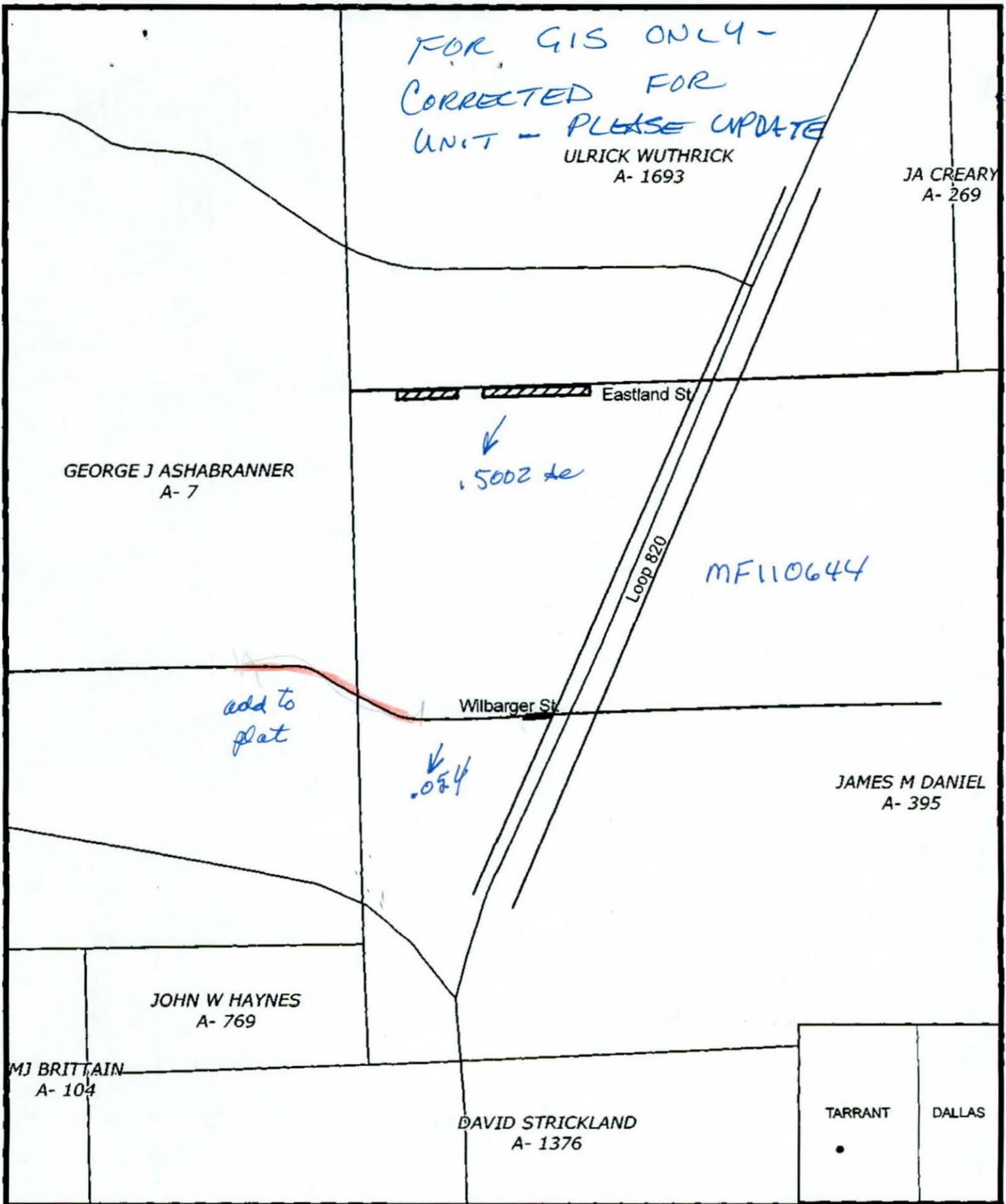
Jackie Hall

7227

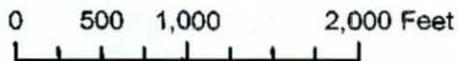
2.

File No. MF 110644
Letters v fee
Date Filed: 1/30/10
Jerry Patterson, Commissioner
By [Signature]





Map showing a Buffer of Wilbarger St. 0.5542 acres and Eastland St. .5002 acres 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.



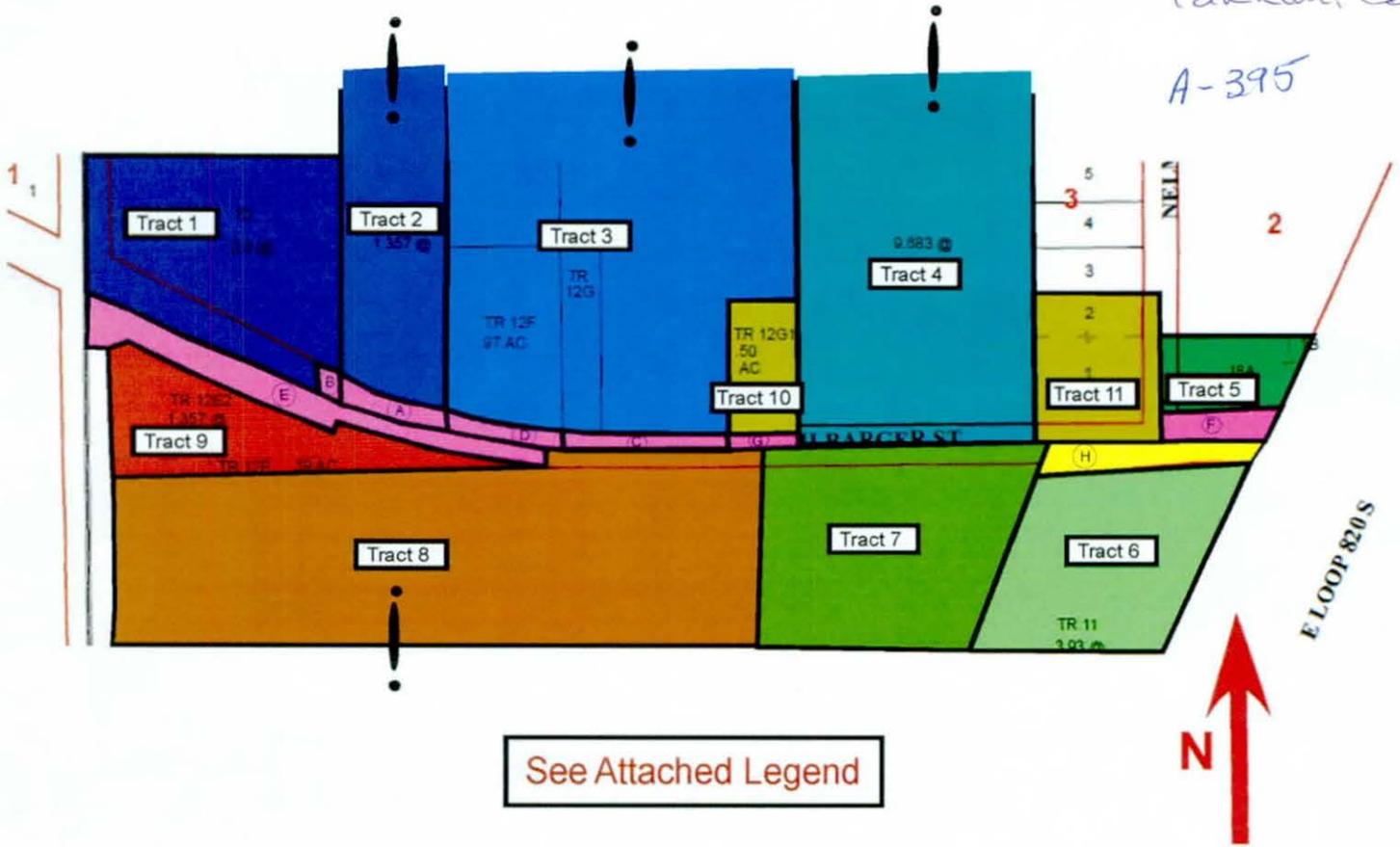
Map Compiled By: Zake Guillen March 23, 2010

m - 110644

TRACT 2
• 0.54 Ac
Wilbarger St.
Tarrant Co.

EXHIBIT "A1"

A-395



See Attached Legend

Legend for Exhibit "A1"

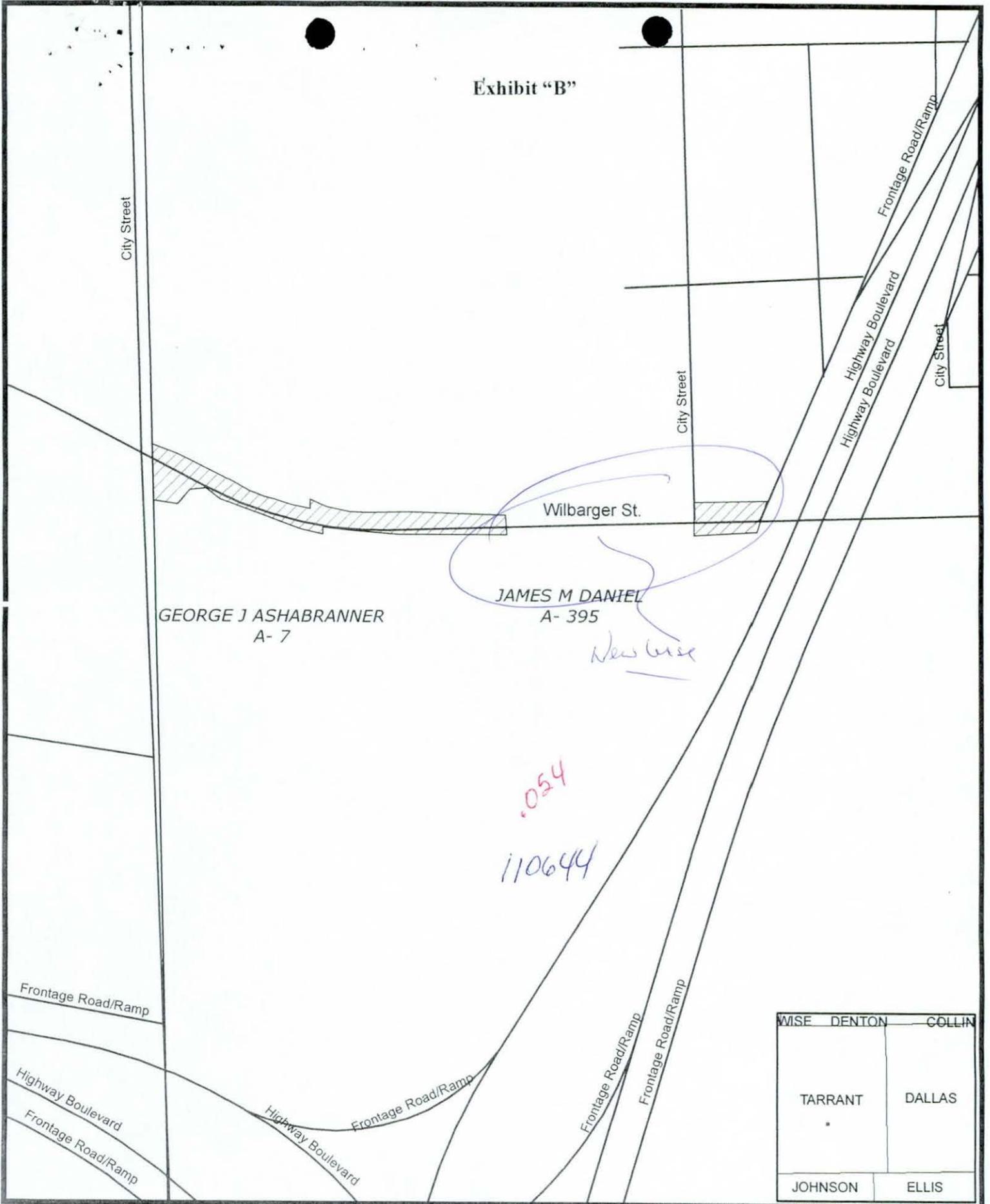
- Tract 1: Frank Nguyen and wife Lucinda Nguyen (2.0 ac)
- Tract 2: T & O Services Marketing, Inc. (1.359 ac)
- Tract 3: Lawhon, Inc. (34.4487 ac)
- Tract 4: ARC18TX, LP (10.178 ac)
- Tract 5: Truck & Trailer Services, Inc. (portion of Block 2, Village Gardens)
- Tract 6: Lawhon, Inc. (6.086 ac)
- Tract 7: Gary Reeder (5.191 ac)
- Tract 8: Fort Worth Terminals, LLC (29.50 ac)
- Tract 9: Crown Enterprises, Inc. (1.062 ac)
- Tract 10: Clyde Peabody (0.505 ac)
- Tract 11: Jimmy Kersey and wife Audrey Kersey (0.6315 ac)
- Tracts A through G: State of Texas (currently leased)
- Tract H: 0.054 acres

MAP CALCULATIONS OF ACREAGE FOR EXHIBIT "A1" TRACT H

Exhibit "A1" Tract "H"

2362 sq. ft. /43,560 sq. ft. per acre = 0.054 acres, more or less
Measurements derived from deed 9079/1767 (Deed Plot attached)

Exhibit "B"



WISE	DENTON	COLLIN
TARRANT		DALLAS
JOHNSON	ELLIS	

Map showing a
Buffer of Wilbarger St.
1.3488 acres
Tarrant County

0 212.5 425 850 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
October 6, 2009

m-11044

5002
~~5542~~ Ac
Eastland st
Tarrant Co.
A-395

EXHIBIT "A2"

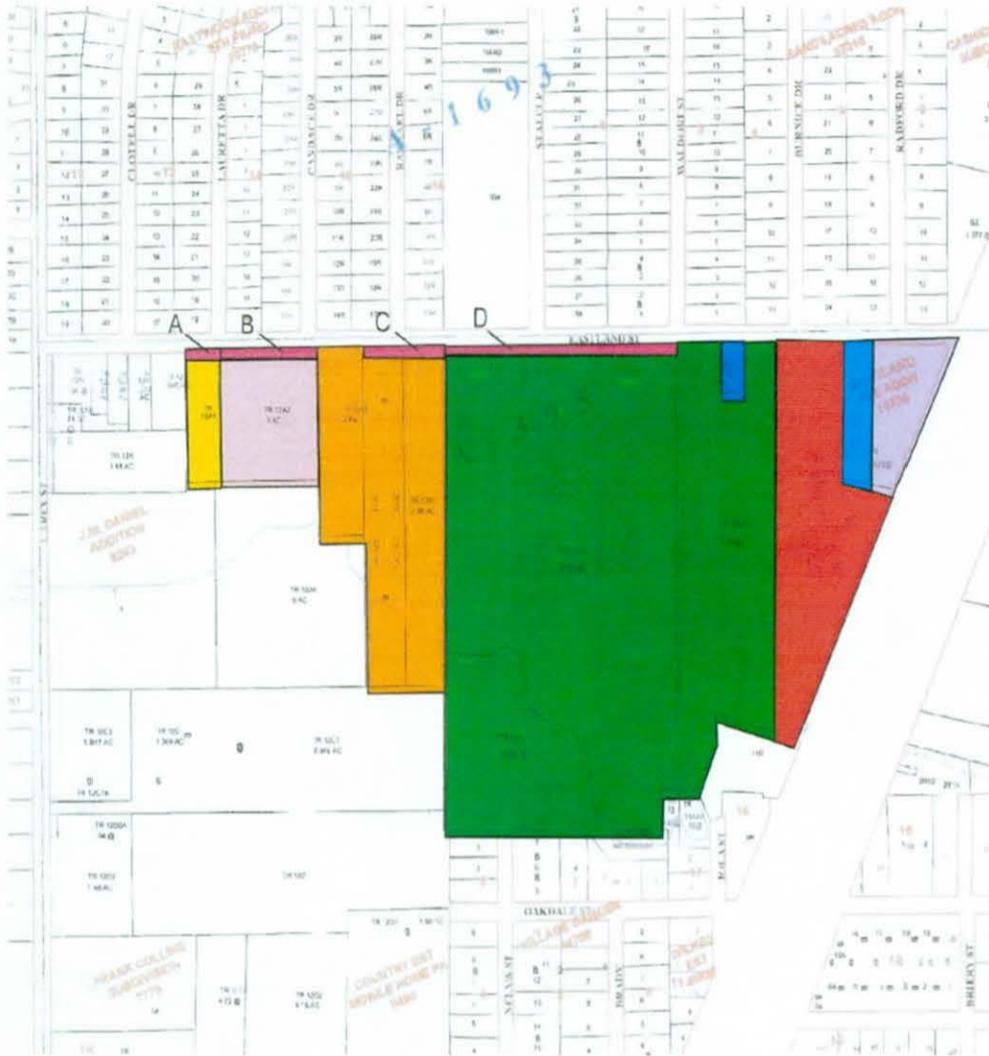


EXHIBIT "A"

Eastland Street

- | | |
|--|--|
|  Scott Hensel Lands
(0.921 acres) |  DJK, Inc. Lease
(5.8645 acres) |
|  Luminant Mineral Development Company, LLC Lease (2.8914 acres) |  PTC Partners, Ltd. Lease
(0.9732 acres) |
|  City of Fort Worth Lands
(21.792 acres) |  Luther M. Parkerson and wife, Lease
(1.514 acres) |
|  Eastland Real Estate Investors, L.P. Lease
(32.863 acres) |  Condemnation proceedings and Public Road Deeds A, B, C and D |
|  Eastland Real Estate Investors, L.P. Lease
(0.24 acres) | |

↓
TRACT 1 - .5002 Ac

• 5542 TOTAL Ac.

MAP CALCULATIONS OF ACREAGE FOR EXHIBIT "A2" TRACTS A - D

Exhibit "A2" Tract "A"

3427 sq. ft. /43,560 sq. ft. per acre = 0.0787 acres, more or less
Measurements derived from Deed 9079/1767

Exhibit "A2" Tract "B"

9884 sq. ft. /43,560 sq. ft. per acre = 0.2269 acres, more or less
Measurements derived from Deed 4859/323

Exhibit "A2" Tract "C"

3750 sq. ft. /43,560 sq. ft. per acre = 0.086 acres, more or less
Measurements derived from Deed 4864/943

Exhibit "A2" Tract "D"

4730 sq. ft. /43,560 sq. ft. per acre = 0.1086 acres, more or less
Measurements derived from Deed 4875/55

Tract "A"	0.0787
Tract "B"	0.2269
Tract "C"	0.086
Tract "D"	0.1086
<hr/>	
Total	0.5002

EXHIBIT "A2"

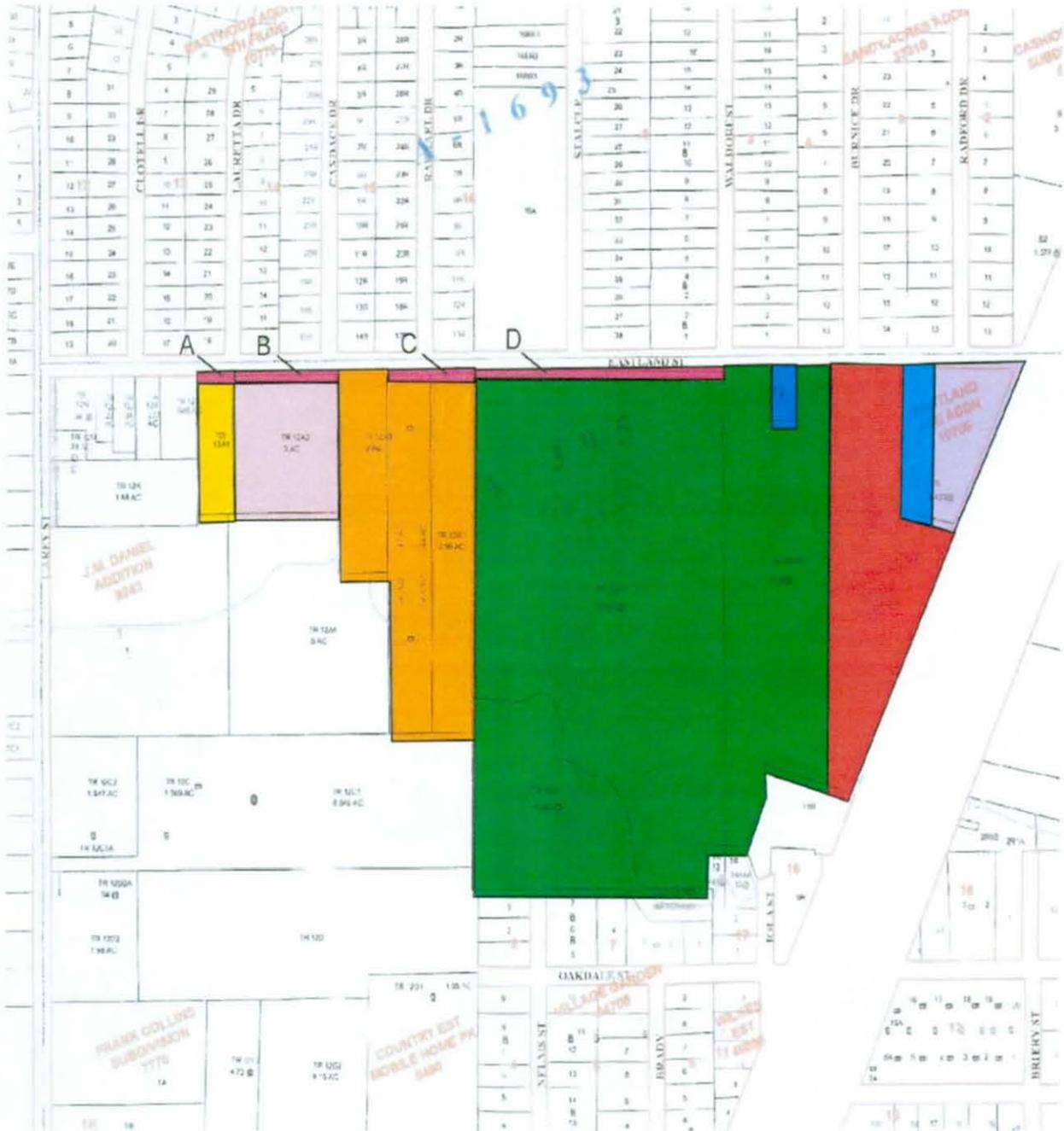
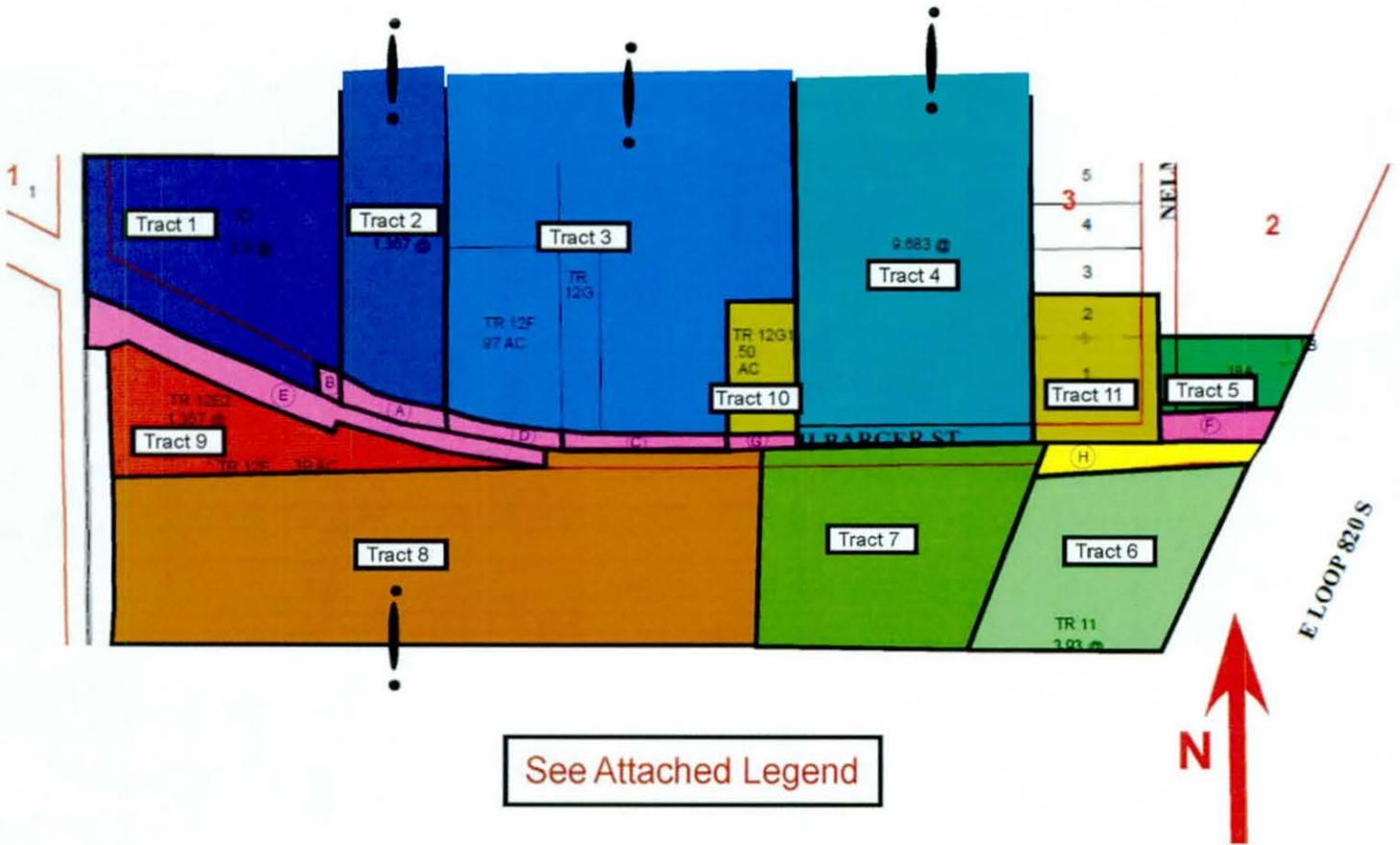


EXHIBIT "A"

Eastland Street

- | | | | |
|---|---|---|---|
|  | Scott Hensel Lands
(0.921 acres) |  | DJK, Inc. Lease
(5.8645 acres) |
|  | Luminant Mineral Development Company,
LLC Lease (2.8914 acres) |  | PTC Partners, Ltd. Lease
(0.9732 acres) |
|  | City of Fort Worth Lands
(21.792 acres) |  | Luther M. Parkerson and wife, Lease
(1.514 acres) |
|  | Eastland Real Estate Investors, L.P. Lease
(32.863 acres) |  | Condemnation proceedings and Public
Road Deeds A, B, C and D |
|  | Eastland Real Estate Investors, L.P. Lease
(0.24 acres) | | |

EXHIBIT "A1"



Legend for Exhibit "A1"

- Tract 1: Frank Nguyen and wife Lucinda Nguyen (2.0 ac)
- Tract 2: T & O Services Marketing, Inc. (1.359 ac)
- Tract 3: Lawhon, Inc. (34.4487 ac)
- Tract 4: ARC18TX, LP (10.178 ac)
- Tract 5: Truck & Trailer Services, Inc. (portion of Block 2, Village Gardens)
- Tract 6: Lawhon, Inc. (6.086 ac)
- Tract 7: Gary Reeder (5.191 ac)
- Tract 8: Fort Worth Terminals, LLC (29.50 ac)
- Tract 9: Crown Enterprises, Inc. (1.062 ac)
- Tract 10: Clyde Peabody (0.505 ac)
- Tract 11: Jimmy Kersey and wife Audrey Kersey (0.6315 ac)
- Tracts A through G: State of Texas (currently leased)
- Tract H: 0.054 acres

MAP CALCULATIONS OF ACREAGE FOR EXHIBIT "A1" TRACT H

Exhibit "A1" Tract "H"

2362 sq. ft. /43,560 sq. ft. per acre = 0.054 acres, more or less
Measurements derived from deed 9079/1767 (Deed Plot attached)

MAP CALCULATIONS OF ACREAGE FOR EXHIBIT "A2" TRACTS A - D

Exhibit "A2" Tract "A"

3427 sq. ft. /43,560 sq. ft. per acre = 0.0787 acres, more or less
Measurements derived from Deed 9079/1767

Exhibit "A2" Tract "B"

9884 sq. ft. /43,560 sq. ft. per acre = 0.2269 acres, more or less
Measurements derived from Deed 4859/323

Exhibit "A2" Tract "C"

3750 sq. ft. /43,560 sq. ft. per acre = 0.086 acres, more or less
Measurements derived from Deed 4864/943

Exhibit "A2" Tract "D"

4730 sq. ft. /43,560 sq. ft. per acre = 0.1086 acres, more or less
Measurements derived from Deed 4875/55

Tract "A"	0.0787
Tract "B"	0.2269
Tract "C"	0.086
Tract "D"	0.1086
<hr/>	
Total	0.5002

3.

File No. MF 110644
Adulato
Date Filed: 1/30/10
Jerry Patterson, Commissioner
By [Signature]

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, which 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. Rosedale, 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, through the dates of 8-21-09, 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 "A1"

TRACT H: 0.054 acres of land, more or less, as shown on map

Exhibit "A2"

TRACTS A – D: 0.5004 acres of land, more or less, as shown on map

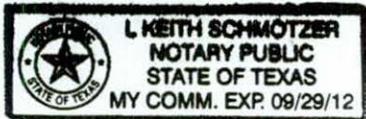
Affiant further states that said tract(s) / land(s) listed above correspond to the land listed on the attached Exhibit "A1" Tract: H and Exhibit "A2" Tracts A - D

Further affiant sayeth not.

Dated this 29th day of January, 2010.

Jackie Hall
Jackie Hall, Landman

SUBSCRIBED AND SWORN TO BEFORE ME this 29th day of January, 2010.



SEAL

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

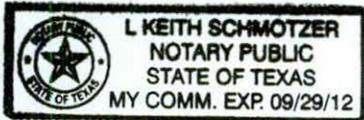
ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 29th day of January, 2010, by Jackie Hall.



SEAL

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

J KEITH SCHMOTZER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/2015



J KEITH SCHMOTZER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/15



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 Wilbarger Street and Eastland 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 29 day of January, 2010.

By: Jackie Hall
Jackie Hall, Agent

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.

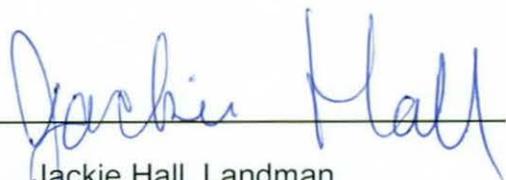
The tracts are "A" – "D" in Exhibit "A2" in Eastland Street west of Hwy. Loop 820. Eastland Street is located within the J. Daniels Survey, Abstract No. 395, and is depicted on a Plat recorded in Volume 388-113, Page 933, Plat Records, Tarrant County, Texas.

LEASE TRACT	LESSORS	ACRES	TERM	LEASE DATE	REFERENCE	ROYALTY RATE	BONUS PER ACRE	RENTAL
1	Scott Hensel	0.921	3 YRS	7/21/2009	D209220526	.25	\$3,257.33	paid up
2	Luminant Mineral Development Company, LLC	1.359	2 YRS	12-21-2007	D208037639	.275	\$8,000.00	paid up
3	City of Fort Worth, a home rule municipal corporation	21.791	2 YRS	6/16/2009	D209166519	.25	\$5,777.00	paid up
4	Eastland Real Estate Investors, L.P.	32.863	3 YRS	10/24/2005	D205342984	.25	\$800.00	paid up
5	Eastland Real Estate Investors, L.P.	0.240	3 YRS	3/23/2009	D209127371	.25	\$3,000.00	paid up
6	DJK Inc.	5.8645	3 YRS	11/30/2005	D206067890	.25	\$1,000.00	paid up
7	PTC Partners, Ltd.	0.9732	3 YRS	1/31/2008	D208093949	.25	\$6,000.00	paid up
8	Luther M. Parkerson et ux	1.5140	3 YRS	1/31/2008	D208093950	.25	\$6,000.00	paid up

Affiant further states that said tracts/lands listed correspond to the lands listed as same on the attached Exhibit "A2" covering the adjacent land to State of Texas, Right-of-Way, Tarrant County, Texas.

Further affiant sayeth not.

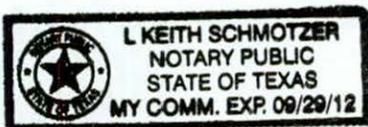
Dated this 20th day of January, 2010.



Jackie Hall, Landman

SUBSCRIBED AND SWORN TO BEFORE ME this 29th day of January, 2010.

SEAL



L. Schmotzer
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

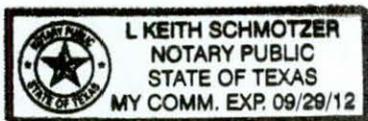
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 29th day of January, 2010, by Jackie Hall.

L. Schmotzer
Notary Public in and for the State of Texas

Notary Printed Name: Larry Schmotzer

SEAL



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 tract is "H" in Exhibit "A1" in Wilbarger Street west of Hwy. Loop 820. Wilbarger Street is located within the J. Daniels Survey, Abstract No. 395, and is depicted on a Plat recorded in Volume 388-6, Page 102, Plat Records, Tarrant County, Texas.

LEASE TRACT	LESSORS	ACRES	TERM	LEASE DATE	REFERENCE	ROYALTY RATE	BONUS PER ACRE	RENTAL
1	Frank Nguyen, ET UX	2.0	3 YRS	8/12/2005	D206094635	.25	\$600.00	paid up
2	T&O Service Marketing, Inc.	1.359	3 YRS	12-7-2005	D206033400	.25	\$800.00	paid up
3	Lawhon, Inc.	34.44868	3 YRS	6-10-2005	D205209271	.25	\$500.00	paid up
4	ARC18TXd/b/a/ Mulberry Heights MHC	10.178	1.5 YRS	8-1-2006	D206242435	.25	\$4000.00	paid up
5	Truck & Trailer Services, Inc.	6.706	3 YRS	2-26-2009	D209082158	.25	\$3500.00	paid up
6	Lawhon, Inc.	6.086	3 YRS	8-1-2005	D205292849	.25	\$2500.00	paid up
7	Gary Reeder	5.191	3 YRS	8-10-2005	D205292850	.25	\$650.00	paid up
10	Clyde Peabody	.505	3 YRS	11-23-2005	D205384591	.20	\$500.00	paid up
11	Jimmy Kersey ET UX	0.6315	3 YRS	6-30-2008	D209109107	.25	\$12,500.00	paid up
12	State of Texas	1.3488	1 YR	10-6-2009	D209283998	.25	\$4,000.00	paid up

Affiant further states that said tracts/lands listed correspond to the lands listed as same on the attached Exhibit "A1" covering the adjacent land to State of Texas, Right-of-Way, Tarrant County, Texas.

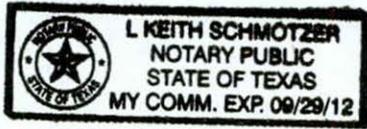
Further affiant sayeth not.

Dated this 29th day of January, 2010.

Jackie Hall
Jackie Hall, Landman

SUBSCRIBED AND SWORN TO BEFORE ME this 29th day of January, 2010.

SEAL



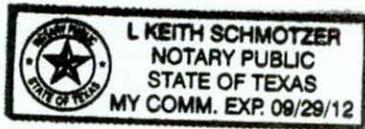
Larry Schmotzer
Notary Public, State of Texas

ACKNOWLEDGEMENT

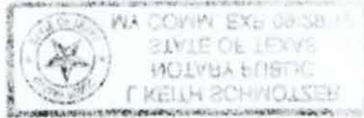
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 29th day of January, 2010, by Jackie Hall.

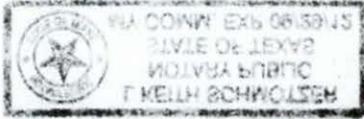
SEAL



Larry Schmotzer
Notary Public in and for the State of Texas
Notary Printed Name
Larry Schmotzer



MA COVIN EXP 08/30/15
STATE OF TEXAS
NOTARY PUBLIC
J KEITH SCHWOLTER



MA COVIN EXP 08/30/15
STATE OF TEXAS
NOTARY PUBLIC
J KEITH SCHWOLTER

QUICKSILVER RESOURCES, INC.
 LAKE ARLINGTON PROSPECT
 TARRANT COUNTY, TEXAS
 STATE OF TEXAS GENERAL LAND OFFICE
 REQUESTED INFORMATION
 EXHIBIT "A1"

TRACT NO.	LESSOR	LESSEE	BONUS CONSIDERATION PER NET MINERAL ACRE	ESTIMATED ACREAGE	DATE OF LEASE	COMMENTS
1	Frank Nguyen, ET UX 5511 Gateway Lane, Arlington, TX 76017	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 600.00	2.0000	8/12/2005	
2	T & O Service Marketing, Inc. 5251 Wilbarger Street Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 800.00	1.3590	12/7/2005	
3	Lawhon, Inc. P.O. Box 40 Tolar, TX 76092	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 500.00	34.4487	6/10/2005	
4	ARC18TXLP, d/b/a/, Mulberry Heights MHC 7887 Belleview Avenue, Suite 200	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 4,000.00	10.1780	8/1/2006	
5	Truck and Trailer Services, Inc. 4300 East Loop 820 South Fort Worth, TX 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 3,500.00	6.7060	2/26/2009	

TRACT NO.	LESSOR	LESSEE	BONUS CONSIDERATION PER NET MINERAL ACRE	ESTIMATED ACREAGE	DATE OF LEASE	COMMENTS
6	Lawhon, Inc. P.O. Box 40 Tolar, TX 76092	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 600.00	6.0860	8/1/2005	
7	Gary M. Reeder PO Box 8237 Fort Worth, TX 76107	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 650.00	5.1910	8/10/2005	
8	Fort Worth Terminals, LLC PO Box 869 Warren MI, 48090-0869	NOT LEASED	\$ -	0.0000		
9	Crown Enterprises 12225 Stevens Road Warren, MI 48089	NOT LEASED	\$ -	0.0000		
10	Clyde Peabody 600 Oak Hollow Lane Ft. Worth, TX 76112	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 500.00	0.5050	11/23/2005	
11	Jimmy R. Kersey 1713 Druid Ct. Fort Worth, TX 76112-3707	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 12,500.00	0.6315	6/30/2008	

QUICKSILVER RESOURCES, INC.
 LAKE ARLINGTON PROSPECT
 TARRANT COUNTY, TEXAS
 STATE OF TEXAS GENERAL LAND OFFICE
 REQUESTED INFORMATION
 EXHIBIT "A2"

TRACT NO.	LESSOR	LESSEE	BONUS CONSIDERATION PER NET MINERAL ACRE	ESTIMATED ACREAGE	DATE OF LEASE	COMMENTS
1	Scott Hensel 5228 Eastland Street Fort Worth, Texas 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 3,257.33	0.9210	7/21/2009	
2	Luminant Mineral Development Co. Attn: Oil & Gas Mineral Development 1601 Bryan Street Dallas, Texas 75201	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 8,000.00	1.3590	12/21/2007	Formerly TXU Mineral Development I LP
3	City of Fort Worth 1000 Throckmorton Street Fort Worth, Texas 76102	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 5,777.00	21.7910	6/16/2009	
4	Eastland Real Estate Investors LP 100 E. Mason Street Fort Worth, Texas 76110	Marshall R. Young Oil Co. 1320 S. University, Suite 400 Fort Worth, Texas 76107	\$ 800.00	32.8630	10/24/2005	
5	Eastland Real Estate Investors LP 100 E. Mason Street Fort Worth, Texas 76110	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 3,000.00	0.2400	3/23/2009	

TRACT NO.	LESSOR	LESSEE	BONUS CONSIDERATION PER NET MINERAL ACRE	ESTIMATED ACREAGE	DATE OF LEASE	COMMENTS
6	DJK, Inc. 700 North Grant Ave, Suite 600 Odessa, Texas 79761	Marshall R. Young Oil Co. 1320 S. University, Suite 400 Fort Worth, Texas 76107	\$ 1,000.00	5.8645	11/30/2005	
7	PTC Partners, Ltd. 3900 East Loop 820 South Fort Worth, Texas 76119	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 6,000.00	0.9732	1/31/2008	
8	Luther M. Parkerson et ux 1044 Peregrine Place Kennedale, Texas 76060	Quicksilver Resources, Inc. 777 W. Rosedale, Suite 300 Fort Worth, Texas 76104	\$ 6,000.00	1.5140	1/31/2008	

4.

File No. MF 110649
Adair
Date Filed: 1/30/10
Jerry Patterson, Commissioner
By: [Signature]

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

December 29, 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 Wilbarger Street, J. Daniels Survey, Abstract No. 395, Tarrant County, Texas (Lake Arlington Prospect; Frank Nguyen and wife, Lucinda Nguyen, Lease, 2.0 acres, more or less, (QRI Tract No. ___); T & O Service Marketing, Inc. Lease, 1.359 acres, more or less (QRI Tract No. ___); Lawhon, Inc., 34.4487 acres, more or less (QRI Tract No. 122); ARC18TX LP Lease, 10.178 acres, more or less (QRI Tract No. ___); Truck and Trailer Services, Inc. Lease, Lots 1 through 3, Block 6, and Lots 1 through 11, Block 2 (Packet No. ___); Crown Enterprises, Inc. Lease, 1.062 acres, more or less (QRI Tract No. 518); Fort Worth Terminals, LLC Lands, 29.50 acres, more or less (QRI Tract No. 517); Gary M. Reeder Lease, 5.191 acres, more or less (QRI Tract No. ___); Lawhon, Inc. Lease, 6.086 acres, more or less (Packet No. 32); Jimmy R. Kersey and wife, Audrey Kersey, Lease, 0.6315 acres, more or less (QRI Tract No. 432); and Estate of Clyde Peabody, Deceased, Lease, 0.505 acres, more or less (QRI Tract No. 90)

Dear Clay and Byron:

This is a Second Supplemental Letter covering the mineral ownership to the portion of Wilbarger Street which lies adjacent to the lands described in the examiner's previous Title Opinions and Letter Opinions covering divided portions of the same. This Letter, as did the Letters dated July 13, 2009 and August 21, 2009, separately discuss each tract adjoining this section of Wilbarger Street, report the examiner's opinion as to ownership, and then reports whether it is (i) properly covered by an existing Oil and Gas Lease, (ii) sets forth the proposed description for the Lease you obtain, or (iii) provides an amended description to the Lease in order to cover the lands within Wilbarger Street. Also, where the lands located within Wilbarger 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 Wilbarger Street. This Letter is rendered specifically in order to update ownership of Wilbarger Street adjacent to the north of the Lawhon, Inc., 6.086 acres, as a result of additional materials being provided for the Opinion.

Wilbarger Street

A plat depicting the approximate location of the tracts adjacent to Wilbarger Street and the mineral ownership of the lands lying within Wilbarger Street is attached to this Letter Opinion as Exhibit "A". A plat depicting the unleased State of Texas Lands is attached to this Letter Opinion as Exhibit "A1". The materials examined in preparation of this Letter Opinion are the Original Drilling Title Opinions and Letter Opinions 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 Wilbarger 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 Letter Opinions and Title Opinions contained Public Road Deeds A through H, which are set forth on Exhibit "C" of this Letter Opinion, in detail. In Public Road Deeds A through H, the adjoining lot owners conveyed the State of Texas (the City of Fort Worth) divided portions the lands contained within Wilbarger Street without reserving the minerals (Exhibits "A" and "A1" depict the separate tracts which are owned by the State of Texas in light pink with the letter of its designated Public Road Deed from Exhibit "C"). As a result, the mineral estate in the lands conveyed in Public Road Deeds A through H are owned by the State of Texas. In order to drill horizontally across Wilbarger Street, an Oil and Gas Lease must be obtained from the State of Texas covering the State-owned portions of Wilbarger 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 Wilbarger Street described in Public Road Deeds A, B, C, D, E, F, G and H, set forth on Exhibit "C" of this Letter Opinion which you determine are required for your proposed, pooled unit. Here, you will have the preferential right to acquire an Oil and Gas Lease covering such lands because you own the Oil and Gas Leases from Frank Nguygen and wife, Lucinda Nguyen, T & O Service Marketing, Inc., Lawhon, Inc. (both of the Leases), Truck & Traylor Services, Inc. (assuming Quicksilver has obtained an Assignment), Crown Enterprises, Inc. and the Estate of Clyde Peabody, Deceased, whose interest is now owned by Charles E. Martin, on the lands located adjacent to Wilbarger Street.

Prescriptive Easement

The materials examined did not contain Deeds or Easements conveying or encumbering the lands located within Wilbarger Street from several of the lot owners adjacent to Wilbarger Street. Insofar as those landowners own lands which lie adjacent to Wilbarger Street, the

examiner has assumed Wilbarger Street is a prescriptive easement, owned to its centerline by application of the doctrine of strip and gore. Specifically, the portions of Wilbarger Street which are owned to its centerline by the adjoining landowners are depicted on the plat attached as Exhibit "A". These lands are described as the portion of the Frank Nguyen and wife, Lucinda Nguyen, tract containing 2.0 acres, except insofar as it is adjacent to Public Road Deed B. ARC 18TX, LP owns 10.178 acres and also the lands within Wilbarger Street to its centerline. Fort Worth Terminals, LLC owns 29.50 acres and also the lands within Wilbarger Street to its centerline insofar as the tract lies adjacent to Wilbarger Street. Gary Reeder owns 5.191 acres and owns through to the centerline of Wilbarger Street. Jimmy R. Kersey and wife, Audrey L. Kersey, own the acreage lying south of their lands within Wilbarger Street to its centerline.

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 Wilbarger 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 Wilbarger 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 setting forth the language which should be included in the unrecorded Oil and Gas Lease and providing the language sufficient to cover the lands located within Wilbarger Street).

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 Wilbarger Street (Tarrant County Clerk's Instrument No. D203090441, Official Public Records). It is the undersigned's opinion Frank Nguyen and wife, Lucinda Nguyen, also own the minerals under Wilbarger Street adjacent to their 2.0 acres, insofar as the tract does not adjoin the lands owned by the State of Texas (described in Public Road Deed B on Exhibit "C"; Exhibit "A" depicts all the acreage in which Frank Nguyen and wife, Lucinda Nguyen, own the minerals under in dark pink and located on the far left of the plat attached north of the road). 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 (Tarrant County Clerk's Instrument No. D206094635, 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 Wilbarger Street. Accordingly, it is the examiner's opinion, the Oil and Gas Lease does not require amending for the purpose of separately describing and covering the lands owned by Frank Nguyen and wife, Lucinda Nguyen, located within Wilbarger Street.

ARC18TX, LP Lease. ARC18TX, LP executed an Oil and Gas Lease covering 10.178 acres, more or less, recorded as Tarrant County Clerk's Instrument No. D206242435, Official Public Records, Tarrant County, Texas. ARCML06 LLC is now the record owner of the surface and mineral interest to the 10.178 acres, lying outside Wilbarger Street (Tarrant County Clerk's Instrument No. D207289125, Official Public Records). At the time of the Lease it is the undersigned's opinion ARC18TX, LP also owned the minerals under Wilbarger Street adjacent to its 10.178 acres (Exhibit "A" depicts all the acreage in which ARC18TX, LP own the minerals under in light green). The examiner has reviewed the Oil and Gas Lease, dated August 1, 2006, from ARC18TX, LP, as Lessor, to Marshall R. Young Oil Co., as Lessee, covering the 10.178 acres (Tarrant County Clerk's Instrument No. D206242435, 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 Wilbarger Street. Accordingly, it is the examiner's opinion, the Oil and Gas Lease does not require amending for the purpose of separately describing and covering the lands owned by ARC18TX, LP located within Wilbarger Street.

Fort Worth Terminals, LLC Lands. The Original Drilling Title Opinion, dated June 2, 2009, from the Law Office of Philip C. Mani & Associates, contains Requirement No. 3 which must be satisfied in order to confirm Fort Worth Terminals, LLC is the record owner of the full (8/8) surface and mineral interest in the 29.50 acres covered by the Opinion. As of the closing date of the Opinion, Fort Worth Terminals, LLC was the record owner of the full (8/8) surface and mineral interest in the Subject Lands and the 29.50 acres was unleased (Tarrant County Clerk's Instrument No. D204114992, Official Public Records). It is the undersigned's opinion Fort Worth Terminals, LLC also owns the minerals under Wilbarger Street adjacent to its 29.50 acres (Exhibit "A" depicts all the acreage in which Fort Worth Terminals, LLC owns the minerals under in light purple and located on the far left of the plat attached south of the road).

REQUIREMENT NO. 2. The Original Drilling Title Opinion, dated June 2, 2009, from the Law Office of Philip C. Mani & Associates, contains Requirement No. 3 which must be satisfied in order to confirm Fort Worth Terminals, LLC is the record owner of the full (8/8) surface and mineral interest in the 29.50 acres covered by the Opinion. Thereafter, you should obtain and file for record, from Fort Worth Terminals, LLC, 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 Wilbarger Street. You may elect to describe the lands as follows: "29.50 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same lands described in a Deed without Warranty, dated April 14, 2004, from CFCD 2002 LLC to Fort Worth Terminals, LLC, recorded as Tarrant County Clerk's Instrument No. D204114993, 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."

Gary M. Reeder Lease. Gary M. Reeder executed an Oil and Gas Lease covering 5.191 acres, more or less, recorded as Tarrant County Clerk's Instrument No. D205292850, Official Public Records, Tarrant County, Texas. Gary M. Reeder is the record owner of the surface and mineral interest to the 5.191 acres, lying outside Wilbarger Street (Volume 7989, Page 2089, Deed Records). It is the undersigned's opinion Gary M. Reeder also own the minerals under Wilbarger Street adjacent to his 5.191 acres (Exhibit "A" depicts all the acreage in which Gary M. Reeder owns the minerals under in orange). The examiner has reviewed the Oil and Gas Lease, dated August 10, 2005, from Gary M. Reeder, as Lessor, to Marshall R. Young Oil Co., as Lessee, covering the 5.191 acres (Tarrant County Clerk's Instrument No. D205292850, 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 Wilbarger Street. Accordingly, it is the examiner's opinion, the Oil and Gas Lease does not require amending for the purpose of separately describing and covering the lands owned by Gary M. Reeder located within Wilbarger Street.

Jimmy R. Kersey and wife, Audrey L. Kersey, Lease. Jimmy R. Kersey and wife, Audrey L. Kersey, executed an Oil and Gas Lease covering 0.6315 acres, more or less, recorded as Tarrant County Clerk's Instrument No. D208326305, Official Public Records, Tarrant County, Texas. Jimmy R. Kersey and wife, Audrey L. Kersey, are the record owners of the full (8/8) surface and mineral interest to the 0.6315 acres, lying outside Wilbarger Street (Tarrant County Clerk's Instrument No. D208216670, Official Public Records). It is the undersigned's opinion Jimmy R. Kersey and wife, Audrey L. Kersey, also own the minerals under Wilbarger Street adjacent to their 0.6315 acres (Exhibit "A" depicts all the acreage in which Jimmy R. Kersey and wife, Audrey L. Kersey, own the minerals under in dark purple). The examiner has reviewed the Oil and Gas Lease, dated June 30, 2008, from Jimmy R. Kersey and wife, Audrey L. Kersey, as Lessors, to Quicksilver Resources Inc., as Lessee, covering the 0.6315 acres (Tarrant County Clerk's Instrument No. D208326305, 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 Wilbarger Street. Accordingly, it is the examiner's opinion, the Kersey Oil and Gas Lease does not require amending for the purpose of separately describing and covering the lands owned by Jimmy R. Kersey and wife, Audrey L. Kersey, located within Wilbarger Street.

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

Very truly yours,

Erica B. Sloan

Attachments

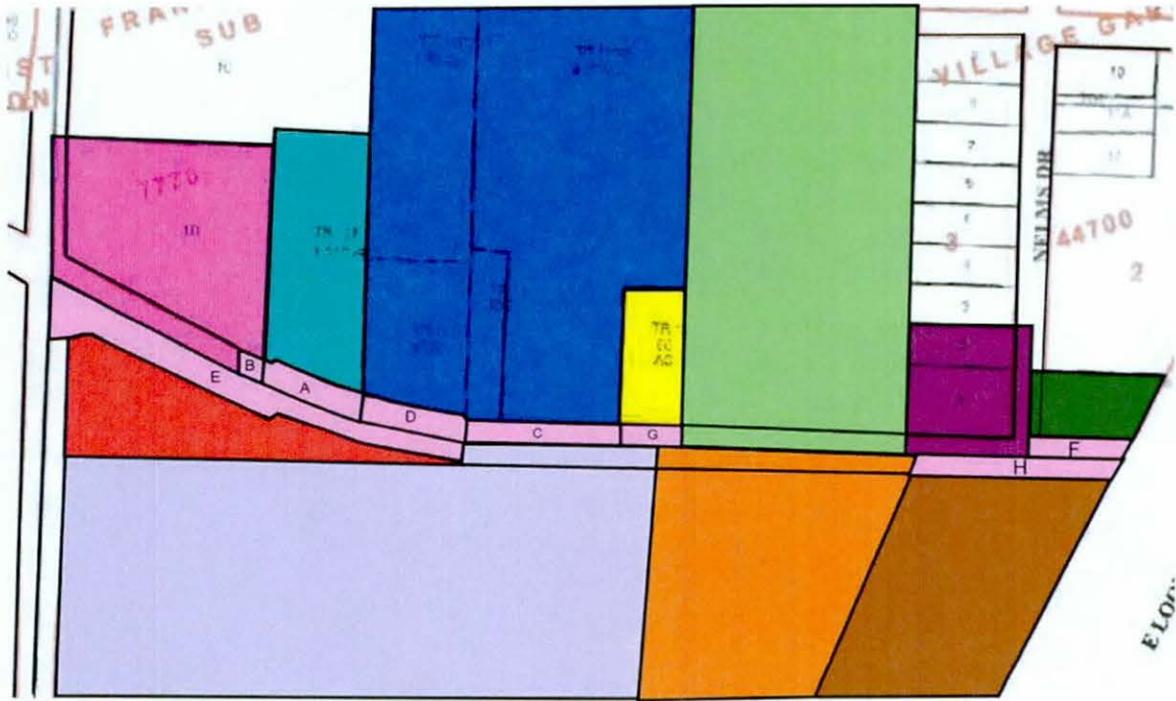


EXHIBIT "A"

Ownership Depiction Wilbarger Street

	Frank Nguyen and wife, Lucinda Nguyen, Lease (2.0 acres)		ARC18TX, LP Lease (10.178 acres)		Fort Worth Terminals, LLC Lands (29.50 acres)
	T & O Service Marketing, Inc. Lease (1.359 acres)		Jimmy Kersey and wife, Audrey Kersey (0.6315 acres)		Gary Reeder Lease (5.191 acres)
	Lawhon, Inc. Lease (34.4487 acres)		Truck & Trailor Services, Inc. Lease (portion of Block 2, Village Gardens)		Lawhon, Inc. Lease (6.086 acres)
	Estate of Clyde Peabody, Deceased (0.505 acres)		Crown Enterprises, Inc. Lease (1.062 acres)		Public Road Deeds A through H



EXHIBIT "A1"

Ownership Depiction Wilbarger Street



State of Texas Lands
(Public Road Deeds A through H)

Exhibit "B"

(Original Drilling Title Opinions and Letter Opinions)

1. Original Drilling Title Opinion, dated April 8, 2008, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s T & O Service Marketing, Inc. Lease, containing 1.359 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Lawhon West Unit**).

2. 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**).

3. Letter Opinion, dated June 26, 2008, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s Ownership of Mineral Estate in a portion of East Loop 820, Tarrant County, Texas (**Lake Arlington Prospect; Lots 1 through 9, Block 1, Lots 1 and 18, Block 2, and Lots 1 through 3, Block 6, Village Gardens Addition, Lot A, Block 2, Village Gardens Subdivision and Lots 6 through 8, Block 4, and Lots 1 through 3, Block 11, Wilkes Estates subdivision**).

4. Original Drilling Title Opinion, dated July 7, 2008, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s Gary M. Reeder Lease, containing 5.191 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**).

5. 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; Lawhon West Unit; AFE No. 2008424120/42.1034.906**).

6. Original Drilling Title Opinion, dated November 21, 2008, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s ARC18TX LP Lease, containing 10.178 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**).

7. Letter Opinion, dated February 13, 2009, prepared by Philip C. Mani & Associates, for Quicksilver Resources Inc.'s Ownership of Mineral Estate in a portion of East Loop 820, J. Daniels Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Whiz-Q Inc., 14.248 acres, more or less (Strip & Gore Packet Nos. 21 and 22), Lawhon, Inc., 6.086 acres, more or less (Strip & Gore Packet No. 32), and Kyle Equities, L.P., 6.148 acres, more or less (Strip & Gore Packet No. 34)**).

8. 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**).

9. Letter Opinion, dated April 29, 2009, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s ARC18TX LP Lease, containing 10.178 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**).

10. Original Drilling Title Opinion, dated May 5, 2009, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s Crown Enterprises, Inc. Lands, containing 1.062 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Whiz-Q/Lawhon Unit; AFE No. 2009424086; QRI Tract No. 518**).

11. Original Drilling Title Opinion, dated June 2, 2009, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s Fort Worth Terminals, LLC Lands, containing 29.50 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Whiz-Q/Lawhon Unit; AFE No. 2009424086; QRI Tract No. 517**).

12. Original Drilling Title Opinion, dated July 31, 2009, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc., et al.'s, Estate of Clyde Peabody, Deceased, Lease, containing 0.505 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. 90**).

13. Original Drilling Title Opinion, dated August 6, 2009, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc., et al.'s, Jimmy R. Kersey and wife, Audrey L. Kersey, Lease, containing 0.6315 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Whiz-Q West Unit; AFE No. 2009424170; QRI Tract No. 432**).

14. Original Drilling Title Opinion, dated December 18, 2009, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc., et al.'s, Lawhon, Inc. Lease, containing 14.874 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Whiz-Q West Unit; AFE No. 2009424170; QRI Tract No. 70**).

Exhibit "C"

(Public Road Deeds)

T & O Service Marketing, Inc. (Original Drilling Title Opinion)

Public Road Deed A, dated November 9, 1987, from T & O Management Agency, Inc., to the City of Fort Worth (State of Texas), recorded in Volume 9236, Page 92, Official Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 772 square feet of land, more or less, in fee simple for public road purposes, Wilbarger Street.

Frank Nguyen and wife, Lucinda Nguyen (Original Drilling Title Opinion)

Public Road Deed B, 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 Records, Tarrant County, Texas. The Deed conveyed two (2) parcels of land, containing approximately 1,211 square feet of land, in fee simple, for a portion of Wilbarger Street.

Lawhon, Inc., Lease 34.447 acres

(Original Drilling Title Opinion and Letter Opinion)

Public Road Deed C, dated July 2, 1987, from Clyde Peabody to the City of Fort Worth (State of Texas), recorded in Volume 9236, Page 97, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 250 square feet of land (0.0057 acres), more or less, in fee simple for public road purposes, Wilbarger Street.

Public Road Deed D, dated September 23, 1988, from Don Morris Enterprises Investment Group II, L.P. to the City of Fort Worth (State of Texas), recorded in Volume 9465, Page 2211, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 1,322 square feet of land (0.03 acres), more or less, in fee simple for public road purposes, Wilbarger Street.

Crown Enterprises, Inc. (Original Drilling Title Opinion)

Public Road Deed E, dated July 20, 1988, from Iris Alain Maddox Farkas to the City of Fort Worth (State of Texas), recorded in Volume 9334, Page 1093, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 0.6376 acres of land, more or less, in fee simple for public road purposes, being portions of Wilbarger Street and Carey Street.

Truck & Traylor Services (Letter Opinion)

Public Road Deed F, dated June 19, 1989, from NCNB Texas National Bank to the City of Fort Worth (State of Texas), recorded in Volume 9733, Page 362, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 350 square feet of land, more or less, in fee simple for public road purposes, being a portion of Wilbarger Street.

Estate of Clyde Peabody, Deceased (Original Drilling Title Opinion)

Public Road Deed G, dated April 13, 1989, from Clyde Peabody to the City of Fort Worth, Texas, recorded in Volume 9654, Page 1769, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 2724 square feet of land, more or less, in fee simple for public road purposes, Wilbarger Street.

Lawhon, Inc. 14.874 acres (Original Drilling Title Opinion)

Public Road Deed H, dated May 12, 1987, from Loop 820 Properties to the City of Fort Worth (State of Texas), recorded in Volume 9079, Page 1767, Official Public Records, Tarrant County, Texas. The Deed conveyed 2,362 square feet, more or less, in fee simple for Wilbarger Street.

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).

The following Opinions did not contain Public Road Deeds, and as a result, it is the examiner's opinion the acreage lying within Wilbarger Street is a as prescriptive easement insofar as it is located adjacent to the following land owners: ARC18TX LP Lease (Original Drilling Title Opinion and Letter Opinion), the Gary M. Reeder Lease (Original Drilling Title Opinion), and the Jimmy R. Kersey and wife, Audrey Kersey, Lease (Original Drilling Title Opinion).

Philip C. Mani & Associates, P.C.

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Texas Board of Legal Specialization;
Also licensed in Pennsylvania;
Geologist (B.A. & M.S.)

January 21, 2010

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 Eastland Street, J. M. Daniels Survey,
Abstract No. 395, Tarrant County, Texas (Lake Arlington Prospect, Eastland
Street, QRI File Nos. 578, 503, 577, 135, 581, 96, 383, and 382)

Dear Clay and Byron:

This letter covers mineral ownership to the portion of Eastland Street which lies adjacent to the lands described in the examiner's previous Title Opinions covering divided portions of the same. This Letter separately discusses each tract adjoining this section of Eastland 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 Eastland 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 Eastland Street.

A plat depicting the approximate location of the tracts adjacent to Eastland Street and the mineral ownership of the lands lying within Eastland 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 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 Eastland 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 Eastland Street without reserving the minerals (Exhibit "A" depict the separate tracts which are owned by the State of Texas in

Eastland Street

red). As a result, the mineral estates in the lands conveyed in these Public Road Deeds are owned by the State of Texas. In order to drill horizontally across Eastland Street, an Oil and Gas Lease must be obtained from the State of Texas covering the State-owned portions of Eastland 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 Eastland 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 Eastland 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 Eastland Street from several of the lot owners adjacent to Eastland Street. Insofar as those landowners own lands which lie adjacent to Eastland Street, the examiner has assumed Eastland Street is a prescriptive easement, owned to its centerline by application of the doctrine of strip and gore. Specifically, the portions of Eastland Street which are owned to its centerline by the adjoining landowners are depicted on the plat attached as Exhibit "A" by an extension of the color of the tract to the centerline of Eastland Street.

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 Eastland 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 Eastland 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 Eastland Street).

Scott Hensel Lands. The materials examined reported Scott Hensel is the record owner of the full (8/8) surface and mineral interest in 0.921 acres, which interest is unleased. The lands adjacent to the 0.921 acres within Eastland Street were condemned in 1969 by Condemnation proceedings in the case styled *City of Fort Worth v. Theodore J. Neel, et al.*, Cause No. 67711, in County Court at Law of Tarrant County, Texas. The condemnation proceedings foreclosed the entire frontage of the tract for public road purposes in fee simple in favor of the City of Fort Worth (State of Texas; see *Robbins v. Limestone*). Accordingly, Scott Hensel does not own any of the minerals in Eastland 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 14.0 acres was unleased (Volume 7159, Page 1902 and Volume 7283, Page 1805, Official Public Records). It is the undersigned's opinion the City of Fort Worth also owns the minerals under Eastland Street

adjacent to its 14.0 acres because the City acquired the lands outside Eastland 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). Note, the lands within Eastland Street conveyed in Public Road Deed B (on Exhibit "C") are owned in fee simple by the State of Texas.

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 14.0 acres described in Volume 7159, Page 1902 and Volume 7283, Page 1805, Official Public Records, Tarrant County, Texas. The Oil and Gas Lease you obtain should contain a Mother Hubbard clause similar to those contained in the other Leases covering lands along Eastland Street. You may elect to describe the lands as follows: "14.0 acres, more or less, being (i) 12.0 acres described in a Warranty Deed, dated July 28, 1981, from Leona W. Moore and Jerry Paul Moore to the City of Fort Worth, recorded in Volume 7159, Page 1902, Official Public Records, Tarrant County, Texas, and (ii) 2.0 acres described in a Judgment rendered February 23, 1982, in Condemnation proceedings styled *City of Fort Worth v. Clyde Allen Stalcup, et al.*, in Cause No. 48-69647-81, in the 48th Judicial District Court, Tarrant County, Texas, a certified copy of which is recorded in Volume 7283, Page 1805, 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 with the exception of the lands conveyed to the City of Fort Worth for public road purposes, being within Eastland Street and recorded in Volume 4864, Page 943, Deed Records, Tarrant County, Texas."

Eastland Real Estate Investors, L.P. Lease. Eastland Real Estate Investors, L.P. executed an Oil and Gas Lease covering 32.863 acres, more or less, recorded as Tarrant County Clerk's Instrument No. D205342984, Official Public Records, Tarrant County, Texas. Eastland Real Estate Investors, L.P. was the record owner of the full (8/8) surface and mineral interest to the 32.863 acres, lying outside Eastland Street (Tarrant County Clerk's Instrument No. D203218312, Official Public Records). FW-Eastland Housing Partners, Ltd. is now the record owner of the full (8/8) surface interest in 28.30 acres, lying outside Eastland Street. It is the undersigned's opinion Eastland Real Estate Investors, L.P. also owns the minerals under Eastland Street adjacent to its tract insofar as it is not owned by the State of Texas (Exhibit "A" depicts all the acreage in which Eastland Real Estate Investors, L.P. owns the minerals under in green). A portion of the lands within Eastland Street are owned in fee simple by the State of Texas (Exhibit "A" depicts all the acreage in which the State of Texas owns the minerals under in Public Road Deed B). Accordingly, Eastland Real Estate Investors, L.P. does not own the lands within Eastland Street adjacent to their tract insofar as it is owned by the State of Texas (Public Road Deed A on Exhibit "C").

The examiner has reviewed the Oil and Gas Lease, dated October 24, 2005, from Eastland Real Estate Investors, L.P., as Lessor, to Marshall R. Young Oil Co., as Lessee, covering the 32.863 acres (Tarrant County Clerk's Instrument No. D205342984, 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 owned by the adjacent lot owner located within Eastland 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 acreage owned by Eastland Real Estate Investors, L.P. located within Eastland Street adjacent to their 32.863 acres.

Eastland Real Estate Investors, L.P. Lease. Eastland Real Estate Investors, L.P. executed an Oil and Gas Lease covering 0.24 acres, more or less, which was unrecorded as of the closing date of the Original Drilling Title Opinion. Eastland Real Estate Investors, L.P. was the record owner of the full (8/8) surface and mineral interest in the 0.24 acres lying outside Eastland Street (Tarrant County Clerk's Instrument No. D208259968, Official Public Records). It is the undersigned's opinion Eastland Real Estate Investors, L.P. also owns the minerals under Eastland Street adjacent to its tract (Exhibit "A" depicts all the acreage in which Eastland Real Estate Investors, L.P. owns the minerals under in blue).

The examiner has reviewed the Oil and Gas Lease, dated March 23, 2009, from Eastland Real Estate Investors, L.P., as Lessor, to Quicksilver Resources Inc., as Lessee, covering the 0.24 acres (unrecorded as of the closing date of the Original Drilling Title Opinion). It is the examiner's opinion the Oil and Gas Lease contains a Mother Hubbard clause sufficient to pick up the lands located within Eastland 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 acreage owned by Eastland Real Estate Investors, L.P. located within Eastland Street adjacent to their 0.24 acres.

DJK, Inc. Lease. DJK, Inc. executed an Oil and Gas Lease covering 5.8645 acres, more or less, recorded as Tarrant County Clerk's Instrument No. D206067890, Official Public Records, Tarrant County, Texas. DJK, Inc. is the record owner of the surface and mineral interest to the 5.8645 acres, lying outside Eastland Street (Volume 16814, Page 39, Official Public Records). It is the undersigned's opinion DJK, Inc. also owns the minerals under Eastland Street adjacent to its 5.8645 acres (Exhibit "A" depicts all the acreage in which DJK, Inc. own the minerals under in red). The examiner has reviewed the Oil and Gas Lease, dated November 30, 2005, from DJK, Inc., as Lessor, to Marshall R. Young Oil Co., as Lessee, covering the 5.8645 acres (Tarrant County Clerk's Instrument No. D206067890, 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 Eastland 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 DJK, Inc. located within Eastland Street.

PTC Partners, Ltd. Lease. PTC Partners, Ltd. executed an Oil and Gas Lease covering 0.9732 acres, more or less, recorded as Tarrant County Clerk's Instrument No. D208093949, Official Public Records, Tarrant County, Texas. PTC Partners, Ltd. is the record owner of the surface

Quicksilver Resources Inc.

January 21, 2010

Page 5

and mineral interest to the 0.9732 acres, lying outside Eastland Street (Volume 14848, Page 135, Official Public Records). It is the undersigned's opinion PTC Partners, Ltd. also owns the minerals under Eastland Street adjacent to its 0.9732 acres (Exhibit "A" depicts all the acreage in which PTC Partners, Ltd. own the minerals under in purple). The examiner has reviewed the Oil and Gas Lease, dated January 31, 2008, from PTC Partners, Ltd., as Lessor, to Quicksilver Resources Inc., as Lessee, covering the 0.9732 acres (Tarrant County Clerk's Instrument No. D208093949, 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 Eastland 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 PTC Partners, Ltd. located within Eastland Street.

Luther M. Parkerson and wife, Elizabeth Fay Parkerson, Lease. Luther M. Parkerson and wife, Elizabeth Fay Parkerson, executed an Oil and Gas Lease covering 1.514 acres, more or less, recorded as Tarrant County Clerk's Instrument No. D208093950, Official Public Records, Tarrant County, Texas. Luther M. Parkerson and wife, Elizabeth Fay Parkerson, are the record owners of the surface and mineral interest to the 5.8645 acres, lying outside Eastland Street. It is the undersigned's opinion Luther M. Parkerson and wife, Elizabeth Fay Parkerson, also own the minerals under Eastland Street adjacent to their 1.514 acres (Exhibit "A" depicts all the acreage in which Luther M. Parkerson and wife, Elizabeth Fay Parkerson, own the minerals under in aqua blue). The examiner has reviewed the Oil and Gas Lease, dated January 31, 2008, from Luther M. Parkerson and wife, Elizabeth Fay Parkerson, as Lessor, to Quicksilver Resources Inc., as Lessee, covering the 1.514 acres (Tarrant County Clerk's Instrument No. D208093950, 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 Eastland 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 Luther M. Parkerson and wife, Elizabeth Fay Parkerson, located within Eastland Street.

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

Very truly yours,

Erica B. Sloan

Attachments



EXHIBIT "A"

Eastland Street

- | | | | |
|---|---|---|---|
|  | Scott Hensel Lands
(0.921 acres) |  | DJK, Inc. Lease
(5.8645 acres) |
|  | Luminant Mineral Development Company,
LLC Lease (2.8914 acres) |  | PTC Partners, Ltd. Lease
(0.9732 acres) |
|  | City of Fort Worth Lands
(21.792 acres) |  | Luther M. Parkerson and wife, Lease
(1.514 acres) |
|  | Eastland Real Estate Investors, L.P. Lease
(32.863 acres) |  | Condemnation proceedings and Public
Road Deeds A, B, C and D |
|  | Eastland Real Estate Investors, L.P. Lease
(0.24 acres) | | |

Exhibit "B"

(Original Drilling Title Opinions)

1. Original Drilling Title Opinion, dated October 20, 2008, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s PTC Partners, Ltd. Lease, containing 0.9732 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Lawhon West Unit; QRI File No. 382**).

2. Original Drilling Title Opinion, dated October 2, 2008, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s Luther M. Parkerson and wife, Elizabeth Fay Parkerson, Lease, containing 1.514 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Lawhon West Unit; QRI File No. 383**).

3. Original Drilling Title Opinion, dated October 28, 2008, prepared by Philip C. Mani & Associates, P.C., for Quicksilver Resources Inc.'s DJK, Inc. Lease, containing 5.8645 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Lawhon West Unit; QRI File No. 96**).

4. Original Drilling Title Opinion, dated June 15, 2009, prepared by Philip C. Mani & Associates, P.C., Quicksilver Resources Inc.'s Eastland Real Estate Investors, L.P. Lease, containing 0.24 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Lawhon West Unit; QRI File No. 581**).

5. Original Drilling Title Opinion, dated October 24, 2008, prepared by Philip C. Mani & Associates, P.C., Quicksilver Resources Inc.'s Eastland Real Estate Investors, L.P. Lease, containing 32.863 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Lawhon West Unit; QRI File No. 135**).

6. Original Drilling Title Opinion, dated October 26, 2009, prepared by Philip C. Mani & Associates, P.C., Quicksilver Resources Inc.'s 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; QRI File No. 577**).

7. Original Drilling Title Opinion, dated May 26, 2009, prepared by Philip C. Mani & Associates, P.C., Quicksilver Resources Inc.'s Luminant Mineral Development Company, LLC Lease, containing 2.8914 acres, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas (**Lake Arlington Prospect; Lawhon West Unit; QRI File No. 503**).

Exhibit "C"

(Condemnation Proceedings)

**Scott Hensel Lands
(Mineral Ownership Breakdown)**

Condemnation Proceedings A, dated December 30, 1969, in the case styled *City of Fort Worth v. Theodore J. Neel, et al.*, Cause No. 67711, in County Court at Law of Tarrant County, Texas. The condemnation proceedings foreclosed 3,427.0 square feet, in fee simple for public road purposes, namely Eastland Street.

(Public Road Deeds)

**Eastland Real Estate Investors, L.P. Lease
(Original Drilling Title Opinion, QRI File No. 135)**

Public Road Deed B, dated March 18, 1970, from C. R. Hadley and L. N. Wileman to the City of Fort Worth (State of Texas), recorded in Volume 4859, Page 323, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed 9,884 square feet (0.2269 acres), more or less, in fee simple for public road purposes, Eastland Street.

**City of Fort Worth Lands
(Original Drilling Title Opinion, QRI File No. 577)**

Public Road Deed C, dated March 27, 1970, from Clyde D. Peabody to the City of Fort Worth (State of Texas), recorded in Volume 4864, Page 943, Deed Records, Tarrant County, Texas. The Deed conveyed 0.086 acres of land, in fee simple, for a portion of Eastland Street.

Luminant Mineral Development Company, LLC

Public Road Deed D, dated March 4, 1990, from Luminant Mineral Development Company, LLC to the City of Fort Worth (State of Texas), recorded in Volume 4875, Page 55, Deed Records, Tarrant County, Texas. The Deed conveyed a parcel of land, containing a 14.57 foot wide strip of land (0.10859 acres), in fee simple, for a portion of Eastland Street.

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).

TRACT "A"

Parcel 26
Right-Of-Way
Wilbarger Street
Apparent Owner
Loop 820 Properties

WARRANTY DEED

2000 394878 5.00 W D
1 09/29/87

THE STATE OF TEXAS)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS:

THAT Loop 820 Properties, a Joint Venture 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 a part of the remainder of a tract of land conveyed to Loop 820
Properties by deed recorded in Volume 5756, Page 403, Deed Records of
Tarrant County, Texas, said tract being out of the J. M. Daniel Survey,
Abstract No. 395, said tract being tied to the Texas State Coordinate
System, North Central Zone, using a combined grid and elevation factor of
0.9998699;

BEGINNING at the northwest corner of the remainder of said tract, said
point having coordinates of X=2,080,417.59 and Y=375,084.16, said point
also being N 20° 57' 31" E, 20.58 feet from the northeast corner of Lot 1,
Block 2, Merchants Addition to the City of Fort Worth, as shown by plat
recorded in Volume 388-203, Page 50 of the Deed Records of
Tarrant County, Texas, and said point also being on the existing south line
of Wilbarger Street;

THENCE N 89° 42' 48" E, with the north line of said remainder tract,
and the existing south line of Wilbarger Street, 262.35 feet to a point on
the westerly right-of-way of Interstate Highway No. 820;

THENCE S 32° 45' 44" E, with said westerly right-of-way of Interstate
Highway No. 820, 2.35 feet to a point having coordinates of
X=2,080,681.18 and Y=375,083.50, said point also being at the beginning of
a curve whose center bears S 1° 22' 27" E, 2,568.58 feet;

THENCE westerly with said curve in the proposed south right-of-way of
Wilbarger Street through a central angle of 3° 19' 47" for a distance of
149.20 feet to a point, having coordinates of X=2,080,532.22 and
Y=375,075.59;

THENCE S 85° 17' 51" W, with said proposed south right-of-way, 50.00 feet
to an angle point, having coordinates of X=2,080,482.40 and Y=375,071.50;

THENCE S 84° 49' 01" W, with said proposed south right-of-way, 72.47 feet
to the northeast corner of said Lot 1, Block 2, Merchants Addition, said
point having coordinates of X=2,080,410.23 and Y=375,074.95;

THENCE N 20° 57' 31" E, 20.58 feet to the point of beginning and containing
2,362 square feet of land.

TO HAVE AND 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 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 ^{Houston}Fort Worth, Texas on this the 12th day of May, 1985.

LOOP 820 PROPERTIES, a Joint Venture
By: Emile J. Farge MANAGING PARTNER

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, Luella Mae Childs, a Notary Public in and for the State of Texas, on this day personally appeared Emile J. Farge MANAGING PARTNER of LOOP 820 PROPERTIES, a Joint Venture 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, and in the capacity therein stated.

Given under my hand and seal of office, this 12th day of May, A. D. 1987.

Luella Mae Childs
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, _____, a Notary Public in and for the State of Texas, on this day personally appeared _____ (President) (Vice-President) (Attorney-in-Fact) of _____ 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 _____ day of _____, A. D. 19_____.

Notary Public in and for the State of Texas

WARRANTY DEED
Loop 820 Properties, a Joint Venture

85

TO
CITY OF FORT WORTH
Project: R.O.W.-Temp. Const. Esmt./
Wtlbarger St. & Carey Rd.
Assessment Paving P-26

Account: 29-036959-00
M&C L-9261 dated 6-16-87

AH
RETURN TO:

CITY OF FORT WORTH
REAL PROPERTY MANAGEMENT
1000 THROCKMORTON ST.
FORT WORTH, TEXAS 76102



COUNTY CLERK
TARRANT COUNTY, TEXAS

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on this date and at the time stamped hereon by me and my duty is to record it in the volume and page of the Public Records of Tarrant County, Texas, as stamped hereon by me.
SEP 20 1987

WARRANTY DEED
TARRANT COUNTY, TEXAS
87 SEP 28 AMO-42

SUZANNE HELEN
COUNTY CLERK

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR OR BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW AND NOT ENFORCEABLE UNDER FEDERAL LAW.
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

WARRANTY DEED
VOL. 9979 Pg. 1769

4859/

MAR-26-70 22670 LS - WD

250

OF 292-G

THE STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT we, C. P. HADLEY and L. N. WILEMON

of Tarrant County, Texas, in consideration of the sum of TEN AND NO/100 DOLLARS (\$ 10.00), and other good and valuable consideration, cash

to said grantors in hand paid by the grantee hereinafter named, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto CITY OF FORT WORTH, a municipal corporation,

of Tarrant County, Texas, all that certain property situated in Tarrant County, Texas, described as follows, to-wit:

A parcel of land being a portion of Tract 13, J. N. DANIEL SURVEY in the City of Fort Worth, Tarrant County, Texas, as conveyed to C. P. Hadley and L.N. Wilemon and rec. in Vol. 3210, P. 71, Deed Records, Tarrant County, Texas, and being more fully described as follows: BEGINNING at a 1/2 inch iron pin on the northwest corner of said Tract 13, said point being 19.0 ft. south of Baseline Station 13+62.75 Eastland Street as shown on File No. K-137 on record in the Public Works Department, Engineering Division of the City of Fort Worth, Texas; THENCE EAST along the north line of said Tract 13 a distance of 781.3 ft. to a 1/2 inch iron pin on the northeast corner of said Tract 13; THENCE SOUTH along the east line of said Tract 13, a distance of 11.9 ft. to a point; THENCE NORTH 89 degrees 53 minutes West a distance of 781.3 ft. to a point in the west line of said Tract 13; THENCE NORTH along the west line of said Tract 13, a distance of 13.4 ft. to the place of beginning and containing 9,884 sq. ft. of land.

This conveyance is made subject to:

- 1. Drainage Easement: From Hadley Wilemon, a partnership to City of Fort Worth dated February 14, 1962, rec. in Vol. 3666, pg. 617, Deed Records, Tarrant County, Texas
- 2. Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Tarrant County, Texas, and to all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, but only to the extent they are still in effect, relating to the hereinabove described property.

The property hereinabove described and hereby conveyed constitutes no part of the homestead of grantors herein.

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

EXECUTED this the day of MARCH, A.D., 1970

C. P. Hadley
C. P. Hadley

L. N. Wilemon
L. N. Wilemon

TRACT 13

Vol 4859 Page 324

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared
C. P. HADLEY

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office, this 11th day of MARCH, 1970.

Clarence J. Evans
Notary Public Tarrant County, Texas

THE STATE OF TEXAS,
COUNTY OF TARRANT

SINGLE ACKNOWLEDGMENT

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of MARCH, A. D. 19 70
(L. S.)
Virginia Skunko
Notary Public in and for Tarrant County, Texas

Form 158 FRED P. HUNTER, GALVESTON, TEXAS
General Warranty Deed

TO

City of Fort Worth
George C. Wilkes City Land Office
2010 W. T. Waggoner Bldg.
810 Houston
Fort Worth, Texas 76102

Return to _____

FILED
TARRANT COUNTY, TEXAS
MAR 26 12 09 PM '70
BY N. COUNTY CLERK
DEP.

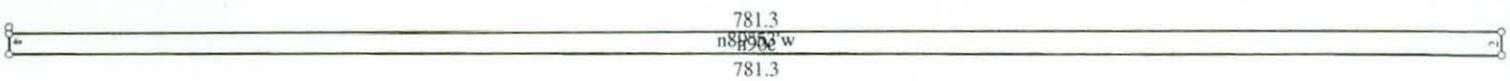
STATE OF TEXAS }
COUNTY OF TARRANT }
I hereby certify that this instrument was duly and lawfully recorded in the Public Records of this County, Texas, on this 26th day of March, 1970.
MAR 26 1970



H. B. Brown
COUNTY CLERK
TARRANT COUNTY, TEXAS

REG-50-10 55 P. 10

292-G HKK



Title: 4859/323 DR 9,884 sq. ft. A-395		Date: 05-01-2008
Scale: 1 inch = 100 feet	File: 4859-323.des	
Tract 1: 0.227 Acres: 9882 Sq Feet: Closure = s00.0148w 3.09 Feet: Precision =1/514: Perimeter = 1588 Feet		
001=n90e 781.3	003=n89.53w 781.3	
002=s0e 11.9	004=n0w 13.4	

TRACT "C"

4864 943

47-10-0 26598 SA-10 350

350
total

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That I, Clyde D. Peabody, of the County of Tarrant and State of Texas, in consideration of the sum of Eight Hundred Seventy-two and 20/100 Dollars (\$872.20) cash to me in hand paid by the City of Fort Worth, a municipal corporation, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said City of Fort Worth, a municipal corporation situated in the County of Tarrant and State of Texas, all those certain lots, tracts and parcels of land situated in Tarrant County, Texas, described as follows:

PARCEL 1

Being a portion of Tracts 12-B and 12-B-1, J. M. Daniel Survey in the City of Fort Worth, as conveyed to Clyde D. Peabody and recorded in Vol. 4595, page 189, of the Deed Records of Tarrant County, Texas, which parcel of land is more particularly described as follows:

BEGINNING at a 1-inch iron pin on the north-west corner of said Tract 12-B, said point being 17.25 feet south of Baseline Station 10490.6 Eastland Street as shown on File No. X-437 on record in the Public Works Department, Engineering Division, of the City of Fort Worth, Texas;
THENCE east along the north line of said Tracts 12-B and 12-B-1 a distance of 266.0 feet to a 1/2 inch iron pin on the northeast corner of said Tract 12-B-1;
THENCE south along the east line of said Tract 12-B-1 a distance of 13.4 feet to a point;
THENCE north 89 degrees 42 minutes west a distance of 266.0 feet to a point in the west line of said Tract 12-B;
THENCE north along the west line of said Tract 12-B a distance of 14.8 feet to the place of beginning, and containing 3751.0 square feet of land.

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PARCEL 2

Being a portion of Tract 12, J. M. Daniel Survey in the City of Fort Worth, as conveyed to Clyde D. Peabody and recorded in Volume 4593, Page 192 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike on the north-west corner of said Tract 12, said point being on baseline Station 0+12.4 Eastland Street as shown on File No. K-437 on record in the Public Works Department, Engineering Division, of the City of Fort Worth, Texas;

THENCE east along the north line of said Tract 12 and said baseline a distance of 176.6 feet to a railroad spike on the northeast corner of said Tract 12;

THENCE south along the east line of said Tract 12 a distance of 30.8 feet to a point; THENCE west along a line parallel to and 30.8 feet south of said baseline a distance of 151.3 feet to a point;

THENCE south along a line parallel to and 25.3 feet east of the west line of said Tract 12 a distance of 33.0 feet to a point;

THENCE west a distance of 25.3 feet to a point in the west line of said Tract 12, said point within Carey Street;

THENCE north along the west line of said Tract 12 a distance of 65.8 feet to the place of beginning, and containing 5325.0 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 I do hereby bind myself, my heirs, executors and administrators, 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.

WITNESS my hand at Fort Worth, Texas, this 27 day of
March, A. D. 1970.

Clyde D. Peabody
CLYDE D. PEABODY

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Clyde D. Peabody, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of March, A. D. 1970.

[Signature]
Notary Public in and for Tarrant
County, Texas

Vol 4864 Int 946

WARRANT DEED

From Clyde D. Seabody

To: City of Fort Worth

FILED
TARRANT COUNTY, TEXAS

TO APR 18 AM 9.03

W. C. COWEN
COUNTY CLERK
BY _____

Return to:
City Land Office
2010 W. T. USGLOWER BUILDING
210 Houston Street
Fort Worth, Texas

STATE OF TEXAS
COUNTY OF TARRANT,
I hereby certify that this instrument was FILED on the
date and at the time stamped herein on- and was duly
RECORDED in the Public and City of the DEED RECORDS
of Tarrant County, Texas, in Accordance with the law.

APR 10 1970



W. C. COWEN
COUNTY CLERK
TARRANT COUNTY, TEXAS

200 - 1000

A-1 H

NO. 67711

CITY OF FORT WORTH	§	CONDEMNATION PROCEEDINGS BEFORE
	§	DREW S. CLIFTON, JUDGE OF THE
VS.	§	COUNTY COURT AT LAW
	§	OF
THEODORE J. NEEL ET AL	§	TARRANT COUNTY, TEXAS

MOTION FOR JUDGMENT

Now comes the City of Fort Worth, petitioner in the above numbered and entitled condemnation proceedings, and would show the Court the following:

That on the 30th day of December, A. D. 1969, the application or statement in writing of the City of Fort Worth was filed with the Judge of said County Court at Law to assess the value of the fee simple absolute title to that certain parcel or tract of land belonging to the defendants, Theodore J. Neel and wife, Betty Neel, occasioned by the condemnation by the City of Fort Worth for street purposes, said parcel or tract of land being described as follows:

Being a portion of Tax Tract 12-A-1 of the J. M. Daniel Survey in the City of Fort Worth, described in that deed recorded in Volume 3825, Page 75, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike on the northwest corner of said Tract 12-A-1;

THENCE, East along the north line of said Tract a distance of 110.0 feet to a railroad spike on the northeast corner of said Tract;

THENCE, South along the east line of said Tract a distance of 31.3 feet to a point;

THENCE, North 89 degrees 57 minutes West a distance of 110.0 feet to a point in the west line of said Tract;

THENCE, North along the west line of said Tract a distance of 31.2 feet to the place of Beginning and containing 3427.0 square feet of land in all, of which approximately 1100.0 square feet of land is

that thereafter Theodore J. Neel and wife, Betty Neel, and T. W. Wright, who own or claim some character of interest in and to said property, were duly and legally notified, as required by law, and in strict compliance with the applicable provisions of Articles 3264-3271, inclusive, of the Revised Civil Statutes of Texas, of the time and place of the meeting; that a hearing was held on the 16th day of January, A. D. 1970, before the special commissioners, J. R. Kimball, L. J. Hunt, and F. A. Reynolds, who were duly and legally appointed by the Court on the 30th day of December, A. D. 1969; that the City of Fort Worth appeared by and through its City Attorney, S. G. Johndroe, Jr., and its duly authorized Assistant City Attorney, John R. Lively; but although having been served, the defendants, Theodore J. Neel and wife, Betty Neel, and T. W. Wright, wholly failed to appear; that after fully hearing and considering all of the evidence by plaintiff as to the value of the fee simple absolute title for street purposes, the said special commissioners and disinterested freeholders of Tarrant County, Texas, found that the total value for said parcel and damages to the remainder was in the amount of Three Hundred Dollars (\$300.00); that such decision and award of the special commissioners was reduced to writing and all costs were adjudged against the City of Fort Worth; that on or about the 16th day of January, A. D. 1970, said award of the special commissioners was filed with the said Judge of the County Court at Law and the amount of the award was thereafter deposited into the registry of the Court; that the defendants have not withdrawn the award from

the registry of the Court; and that thereafter no objections to the decision and award of the commissioners were filed by Theodore J. Neel and wife, Betty Neel, and T. W. Wright or any other person within the Monday next following twenty days of the date of the filing of said award.

WHEREFORE, petitioner moves the Judge of the County Court at Law of Tarrant County, Texas, in accordance with Section 7 of Article 3266 of the Revised Civil Statutes of Texas, as amended, to enter an Order causing said decision and award of the commissioners on file herein to be recorded in the Minutes of the County Court at Law, making the same the judgment of the Court, and by said order and decree vesting in petitioner the fee simple absolute title to the property hereinabove described.

S. G. Johndroe, Jr.

S. G. JOHNDROE, JR.
City Attorney

JOHN R. LIVELY
Asst. City Attorney

Attorneys for Petitioner
CITY OF FORT WORTH
1000 Throckmorton Street
Fort Worth, Texas 76102

NO. 67711

CITY OF FORT WORTH § CONDEMNATION PROCEEDINGS BEFORE
 § DREW S. CLIFTON, JUDGE OF THE
 VS. § COUNTY COURT AT LAW
 § OF
THEODORE J. NEEL ET AL § TARRANT COUNTY, TEXAS

TO THE HONORABLE DREW S. CLIFTON, JUDGE OF THE COUNTY COURT AT
LAW OF TARRANT COUNTY, TEXAS:

Now comes your petitioner, City of Fort Worth, a municipal corporation located in Tarrant County, Texas, and would respectfully show the court the following:

1.

Your petitioner is complaining of Theodore J. Neel and wife, Betty Neel, who reside at 5228 Eastland Street, Fort Worth, Tarrant County, Texas, hereinafter referred to as defendants.

2.

Your petitioner, City of Fort Worth, is a municipal corporation located in Tarrant County, Texas, duly incorporated, organized and existing under and by virtue of a special Charter adopted by the qualified voters of said City at an election duly and regularly held on the 11th day of December, A. D. 1924, pursuant to the power vested in said qualified voters by the laws and Constitution of Texas, and as such municipal corporation it is vested with the power and authority to appropriate private property by condemnation proceedings and to exercise all the powers of eminent domain, and particularly in connection with widening, paving and improving of public streets and thoroughfares located in the said City of Fort Worth.

3.

It is necessary and imperative that your petitioner, the City of Fort Worth, widen, pave and improve Eastland Street, a public street in the said City of Fort Worth, and in connection with such construction work, it is necessary and imperative that a fee simple absolute title for street purposes be acquired to the following described tract or parcel of land belonging to the defendants:

Being a portion of Tax Tract 12-A-1 of the J. M. Daniel Survey in the City of Fort Worth, described in that deed recorded in Volume 3825, Page 75, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike on the northwest corner of said Tract 12-A-1;
THENCE, East along the north line of said Tract a distance of 110.0 feet to a railroad spike on the northeast corner of said Tract;
THENCE, South along the east line of said Tract a distance of 31.3 feet to a point;
THENCE, North 89 degrees 57 minutes West a distance of 110.0 feet to a point in the west line of said Tract;
THENCE, North along the west line of said Tract a distance of 31.2 feet to the place of Beginning and containing 3427.0 square feet of land in all, of which approximately 1100.0 square feet of land is in public use, leaving a net area of approximately 2327.0 square feet of land.

4.

The City Council of the City of Fort Worth, in the exercise of its sound discretion, deems it necessary and finds that public necessity requires that certain streets and thoroughfares in said City be widened, paved and improved and that public necessity requires, in making such permanent improvements, that the above described property be acquired; and in compliance with said necessity the City Council has duly autho-

rized its City Attorney to institute such condemnation proceedings as will be necessary to acquire the above described property and adequately compensate the owners thereof for the property taken.

5.

All acts, conditions and things required by the laws and Constitution of the State of Texas and the Charter and ordinances of the City of Fort Worth precedent to the making of such improvements have been done, have happened and have been performed in proper and lawful time, form and manner.

6.

Your petitioner has endeavored to reach an agreement with the owners as to the value of such land taken for the construction of such public improvement, but has been unable to do so.

7.

That T. W. Wright is claiming some right, title or interest in and to a portion of the hereinabove described property under a Deed of Trust dated July 3, 1963, filed July 5, 1963, which is recorded in Volume 1722, Page 498, Deed of Trust Records, Tarrant County, Texas; that service on said lienholder may be had by serving him personally in Palo Pinto County, at Star Route, Box 22A, Santa, Texas.

WHEREFORE, your petitioner respectfully prays that three disinterested freeholders of the County of Tarrant be appointed special commissioners, as required by law, who shall determine the value of said fee simple absolute title and the amount of damages to the remainder, if any, or the special benefits, if

any, to the end that your petitioner may at once enter upon said land and premises for the purpose of widening, paving and improving said street, and for such other and further relief, both general and special to which petitioner may show itself justly entitled.

S. G. Johndroe, Jr.

S. G. JOHNDROE, JR.
City Attorney

JOHN R. LIVELY
Asst. City Attorney

Attorneys for Petitioner,
CITY OF FORT WORTH

1000 Throckmorton Street
Fort Worth, Texas 76102

TRACT "D"

Luminant Amend.
Tract 3
Save & Except Tr.
WD 4875/55

4875/55

250 WD

NOMR

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

That TEXAS ELECTRIC SERVICE COMPANY
a Corporation, duly organized and existing under the Laws of the State of Texas
for and in consideration of the sum of Four Hundred Seventy-three and No/100 dollars
DOLLARS
to it in hand paid by the City of Fort Worth, Texas, a municipal corporation,
as follows:
All cash, the receipt and sufficiency which is hereby acknowledged,

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said
City of Fort Worth, a municipal Corporation
of the County of Tarrant State of Texas all that certain
parcel of land being a portion of Tract 12-A2, J. M. Daniel Survey in
the City of Fort Worth as conveyed to Texas Electric Service Company by
deed recorded in Volume 2251, Page 559 of the Deed Records of Tarrant
County, Texas and being more particularly described as follows:

BEGINNING at the Northeast corner of said Tract 12-A2, said corner
being on the South line of Eastland Street;
THENCE South along the East line of said Tract 12-A2 a distance of 14.57
feet to a point;
THENCE North 89 degrees 55 minutes West a distance of 330 feet to a
point in the West line of said Tract 12-A2;
THENCE North along the West line of said Tract 12-A2 a distance of 14.09
feet to the Northwest corner of said Tract 12-A2;
THENCE East along the North line of said Tract 12-A2 a distance of 330
feet to the place of beginning and containing 4730 square feet of land,
more or less.

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 the said Corporation does hereby bind itself, its successors and assigns,
to Warrant and Forever Defend, all and singular the said premises unto the said City of Fort
Worth, its successors
and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof, by, through or under it but not otherwise.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its
duly authorized officers and to be sealed with the Seal of the Corporation, at Fort Worth, Texas

this 10th day of March A. D. 19 70
Attest: J W Cook
Approved As To Form Ass't-Secretary.
By W. G. Marquardt
W.G. Marquardt Vice-President-Operations

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
W. G. Marquardt, Vice President-Operations, known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
Texas Electric Service Company
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 4th day of March A. D. 1970

Mary P. Christopher
Notary Public in and for TARRANT County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for
record in my office on the _____ day of _____, A. D. 19 _____ at _____ o'clock _____ M.,
and was duly recorded by me on the _____ day of _____, A. D. 19 _____
in Vol. _____, page _____, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in
the day and year last above written.

(L. S.)

County Clerk County, Texas

By _____ Deputy.

187
MURPHY BIRD
(BY CORPORATION)
FROM
Texas Electric Service Company
TO
The City of Fort Worth,
a municipal corporation
FILED FOR RECORD

This day of _____ A. D. 19 _____
at _____ o'clock _____
BY _____
TARRANT COUNTY CLERK
DEP

FILED
TARRANT COUNTY, TEXAS
MAY 6 1970
RECORDED
9:14
In Book _____
County Records
County Clerk
Deputy

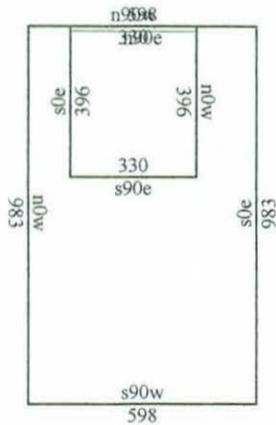
Recording Fee \$ _____
This instrument should be filed immediately with
the County Clerk for record.
Return to: City Clerk's Office
810 W. 10th, Aggro, Bldg.
810 Houston, 1st Fl.
Fort Worth, Texas 76102
The Old Computer, Publishers, Dallas

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was FILED on the
day of _____ at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Tarrant County, Texas as stamped hereon by me.

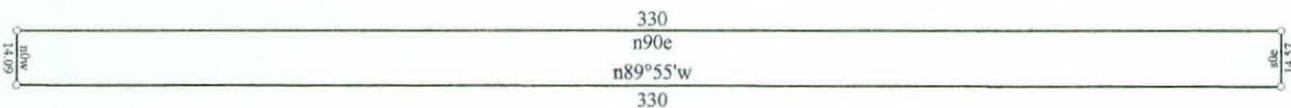
MAY 6 1970



H. R. Cowen
COUNTY CLERK
TARRANT COUNTY, TEXAS



Title: 4875/55 4730 sq ft merged 3 ac. merged 13.5 ac. A-395		Date: 9-26-1950
Scale: 1 inch = 500 feet	File: 4875-55 merged 3 ac merged 13`5 ac.des	
Tract 1: 3.000 Acres: 130680 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 1452 Feet		
Tract 2: 0.109 Acres: 4729 Sq Feet: Closure = n84.1946w 0.00 Feet: Precision >1/999999: Perimeter = 689 Feet		
Tract 3: 13.495 Acres: 587834 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 3162 Feet		
001=/n90e 606	007=N+0.00 E+330.00	013=/n90e 496
002=s0e 396	008=s0e 14.57	014=n90e 598
003=s90e 330	009=n89.55w 330	015=s0e 983
004=n0w 396	010=n0w 14.09	016=s90w 598
005=n90w 330	011=n90e 330	017=n0w 983
006=@2 Merge 1	012=@0 Merge 1	



Title: 4875/55 DR 4730 sq ft A-395		Date: 3-4-1970
Scale: 1 inch = 50 feet	File: 4875-55 4730 sq ft A-395.des	
Tract 1: 0.109 Acres: 4729 Sq Feet: Closure = n84.1946w 0.00 Feet: Precision >1/999999: Perimeter = 689 Feet		
001=s0e 14.57	003=n0w 14.09	
002=n89.55w 330	004=n90e 330	

City of Fort Worth, Texas
Mayor and Council Communication

DATE 1/19/70	REFERENCE NUMBER L-2938	SUBJECT: Acquisition of Right-of-Way Eastland Street Widening and Paving, Unit 2, Carey St. to Stalcup Rd.	PAGE 1 of 2
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In accordance with the policy regarding the purchase, sale or lease of real property, it is recommended that approval be given for the acquisition of the property described below:

1. Name of Project
 Eastland Street Widening and Paving, Unit 2, Carey Street to Stalcup Road

2. Type of Acquisition
 Outright Purchase

3. Right-of-Way Required
 Description of Land: Parcel 1: An irregularly shaped parcel of land from the front and northwest portion of Tract 12, of the J. M. Daniel Survey, same being 30.8 feet in depth along the east property line, 176.6 feet in width along the north property line, 65.8 feet in depth along the west property line, and 25.3 feet in width on the south and parallel to the north property line of which the north and west 10 feet, more or less, is presently in use as a public roadway and is being acquired by prescription. The remaining portion, approximately 21 feet in depth is being acquired in fee for right-of-way.

Parcel 9: A rectangular parcel of land from the front and north portion of Tract 12-B and Tract 12-B-1, of the J. M. Daniel Survey, same being 13.4 feet in depth along the east property line, 14.8 feet in depth along the west property line, and 266 feet in width along the north property line, required for right-of-way.

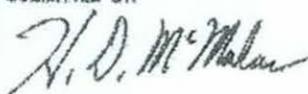
Square Feet:	Parcel 1: By Prescription	2539	Zoning: B-Two Family
	In Fee	3786	
	Total	6325	
	Parcel 9: In Fee	3751	

Description of Improvements: None in right-of-way except grass and barb wire fence.

Map Furnished: - 1/19/70 (M&C L-2936) Parcel Nos. 1 and 9

4. Consideration

Total Value of Land Parcel 1	\$440.70
Total Value of Land Parcel 9	431.50
(Value attributable to grass, barb wire fence and damages to residue \$118.50)	
Total Consideration	\$872.20

DATE 1/19/70	REFERENCE NUMBER L-2938	SUBJECT: Acquisition of Right-of-Way Eastland Street Widening and Paving, Unit 2, Carey St. to Stalcup Rd.	PAGE 2 of 2
<p>5. <u>Financing Account No.</u> 104-24000-1971</p> <p>HDM:pas</p> <p>Location: Parcel 1: 5200 Eastland Street Parcel 9: 5344 and 5348 Eastland Street</p>			
SUBMITTED BY:  CITY MANAGER	DISPOSITION BY COUNCIL: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE) 		PROCESSED BY CITY SECRETARY DATE

City of Fort Worth, Texas
Mayor and Council Communication

DATE 4/6/70	REFERENCE NUMBER L-3041	SUBJECT: Acquisition of Right-of-Way Eastland Street Widening and Paving, Unit 2, Carey Street to Stalcup Road	PAGE 1 of <u>1</u>
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In accordance with the policy regarding the purchase, sale or lease of real property, it is recommended that approval be given for the acquisition of the property described below:

1. Name of Project
Eastland Street Widening and Paving, Unit 2, Carey Street to Stalcup Road
2. Type of Acquisition
Outright Purchase
3. Right-of-Way Required
Description of Land: A rectangular parcel of land from the front and north portion of Tract 12-A-2 of the J. M. Daniel Survey, same being 14.57 feet in depth along the east property line, 14.09 feet in depth along the west property line and 330 feet in length, required for right-of-way.

Square Feet: 4,730

Zoning: A One Family

Description of Improvements: None in right-of-way except net wire fence.

Map Furnished: 1-19-70 (M&C L-2936)

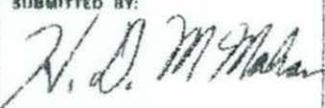
Parcel No. 7

4. Consideration
Total value of land \$473
Total Consideration \$473

5. Financing, Account No.
104-24000-1971

HDM:kah

Location: 5234 and 5250 Eastland Street

SUBMITTED BY:  CITY MANAGER	DISPOSITION BY COUNCIL: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	PROCESSED BY CITY SECRETARY DATE
--	---	--

The State of Texas

HROW Lease
Revised 8/06



FILED
COUNTY CLERK
2009 OCT 27 PM 2:40

BY _____

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110325)
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 **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.

(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

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 26th day of February, 2009 between TRUCK AND TRAILER SERVICES, INC., a Texas corporation, Lessor (whether one or more), whose address is 4300 East Loop 820 South, Fort Worth, Texas 76119 and QUICKSILVER RESOURCES, INC., Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104. WITNESSETH:

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

6.706 acres of land, more or less, located in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, and being described as two (2) tracts in EXHIBIT "A" attached hereto;

FOR A MORE COMPLETE DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

FOR ADDITIONAL SPECIAL PROVISIONS SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

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. Land pooled therewith, Lessee agrees to drill such offset well 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.

TRUCK AND TRAILER SERVICES, INC.,
a Texas corporation:

Shirley Cagle
By: Shirley Cagle, as President

Cary Cagle
By: Cary Cagle, as Vice President

ACKNOWLEDGEMENTS

Ky.
STATE OF ~~TEXAS~~ §
LEWIS §
COUNTY OF ~~TARRANT~~ §

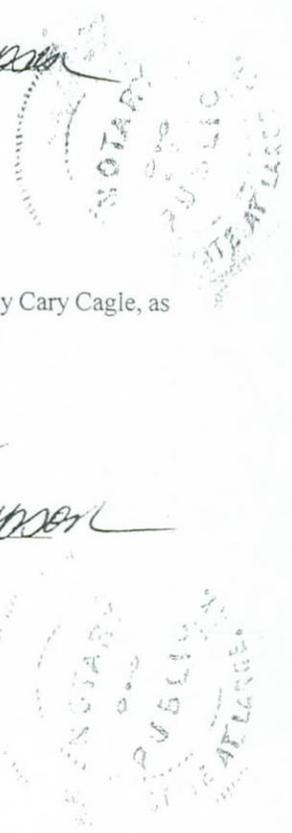
This instrument was acknowledged before me on the 9th day of March, 2009, by Shirley Cagle, as President of TRUCK AND TRAILER SERVICES, INC., a Texas corporation, on behalf of said corporation.

Judith H. Thompson
Notary Public, State of Texas

Ky.
STATE OF ~~TEXAS~~ §
LEWIS §
COUNTY OF ~~TARRANT~~ §

This instrument was acknowledged before me on the 9th day of March, 2009, by Cary Cagle, as Vice President of TRUCK AND TRAILER SERVICES, INC., a Texas corporation, on behalf of said corporation.

Judith H. Thompson
Notary Public, State of Texas



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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 7th day of December, 2005, by and between

T & O Service Marketing, Inc.,

a Texas Corporation

with mailing address at 5251 Wilbarger St., 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:

1.359 acres, more or less, out of 1.377 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 October 26, 1977 from Helen M. Stephens Independent Executor of the Estate W. F. Stephens, Charles M. Culp, Philip S. Nickel, Jr. and Philip S. Nickel, Jr., Trustee of the Stephens Company of Dallas Profit Sharing Plan, to Jake A. Cash, duly recorded at Volume 6359, Page 541 of the Deed Records of Tarrant County, Texas. **Save and Except:** 772 square feet of land being more particularly described by metes and bounds in that certain deed dated November 9, 1977 from, T and O Management Agency, INC., to the City of Fort Worth, Texas duly recorded at Volume 9236, Page 92 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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 10TH day of June, 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.

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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into as of this 1st day of August, 2006, by and between **ARC18TX LP, d.b.a. Mulberry Heights MHC's**, with mailing address at 7887 E. Belleview Ave., Suite 200 Englewood Colorado 80111, Lessor (whether one or more), and **MARSHALL R. YOUNG OIL Co.**, 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

1. Lessor, in consideration of Four Thousand Dollars (\$4,000.00) per mineral acre, in hand paid, as well as royalties and other good and valuable consideration, as herein provided, and of the agreement(s) of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, to produce, save, take care of, treat, transport and own said products, the following land in Tarrant County, Texas, to wit:

OIL, GAS AND MINERAL RIGHTS TRANSFERRED HEREBY CONTAIN ONLY THOSE IN THE BARNETT SHALE STRATUM (THE "LEASED ACREAGE") AS LOCATED SPECIFICALLY IN THE LAND AS SPECIFIED IN THE ADDENDUM HERETO.

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

3. It is agreed that this lease shall remain in force for a term of 18 months from this date (the "Primary Term") and as long thereafter as oil, gas or other mineral is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the Primary Term of this lease, oil, gas or other mineral is not being produced on the leased premises but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises; and operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the Primary Term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days from date of cessation of production or from date of completion of a dry hole. If oil, gas or other mineral shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term of this lease and said term has not lapsed as a result of continuously prosecuted operations as herein provided, then this lease shall continue in force so long as oil, gas or other mineral is being produced from the leased premises.

4. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Notwithstanding the foregoing, Lessee acknowledges that it is in the best interests of Lessor to commence drilling on the unitized leasehold of which the leased premises is a part as soon as practicable and Lessee hereby undertakes to prosecute its drilling thereon as expeditiously as possible consistent with sound business practices. Lessee may, at any time or times, surrender this lease as to all or any portion of said land by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

5. Except as may otherwise be provided herein, the royalties to be paid by Lessee are: (a) on oil, one-fourth (1/4) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fourth (1/4) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fourth (1/4) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents (\$.50) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. Either during or after the Primary Term, if there is an oil or gas well or wells on this lease or on land pooled therewith capable of producing in paying quantities, and this lease is not otherwise being maintained so as to generate revenue from the sale thereof, Lessee shall pay or tender an annual shut-in royalty of \$65,000 for the initial year of payment, \$33,000 for the second year and \$16,500 for each year thereafter to which such payments are applicable. Payment with respect to a well shut-in as described above will be due within thirty (30) days after the well is shut-in. All subsequent shut-in royalty payments shall be made or tendered on or before the anniversary date of the first shut-in royalty payment. If Lessee, for any reason, should fail to make a shut-in royalty payment on or before its due date, this lease shall automatically terminate unless otherwise agreed to in writing by Lessor and Lessee. After a well that has been shut-in begins producing in paying quantities, Lessee may recoup the amount tendered or paid to Lessor as shut-in royalty during the period when the well was shut-in from 50 percent of the royalty then otherwise payable to Lessor until the entire amount paid as shut-in royalty has been recouped by Lessee. While shut-in royalty is timely and properly paid, the well or wells for which payment is made will be considered as producing in paying quantities for all purposes of this lease for the one year period following the date on which the shut-in royalty payment is made. The obligation of Lessee to pay shut-in royalty is a condition of this lease. The payment or tender of shut-in royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto at the address specified above on or before the due date.

6. Lessee hereby commits to pool or combine the land covered by this lease, as to oil and gas, or either of them, with other appropriate land, lease or leases in order to specifically drill and properly develop and operate said premises on a unitized basis, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%) of forty (40) acres for oil, and not exceeding 100 acres, plus an acreage tolerance of ten percent (10%) of 100 acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed and approved by governmental authorities having jurisdiction and provided further that any wellhead located thereon may not be closer than 330 feet from the surface property line associated with any interest(s) hereby leased. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata subject to this lease, and units so formed need not conform in size or area with the unit or units into which

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 1st day of August, 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:

6.086 acre tract of land, more or less, 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 July 7, 1998 from Loop 820 Properties, a Joint Venture to Wright Pump Company, Inc., a Texas corporation, duly recorded in the Official Public Records of Tarrant County, Texas, bearing County Clerk's Instrument No. D198153119.

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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.

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 10th day of August, 2005, by and between

GARY M. REEDER

dealing solely in his separate property, no part of which is homestead,

with mailing address at PO Box 8237, Fort Worth, Texas 76124, Lessor (whether one or more), and MARSHALL R. YOUNG OIL CO., 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

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

5.191 acres, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated October 17, 1984, from Loop 820 Properties, a Joint Venture to Gary M. Reeder, duly recorded at Volume 7989, Page 2089 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.

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 23rd day of November, 2005, by and between

Larry Peabody as Independent Executor of the Estate of Clyde Peabody, deceased,

with mailing address at 600 Oak Hollow Lane, Fort Worth, Texas 76112, Lessor (whether one or more), and MARSHALL R. YOUNG OIL Co., 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

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

0.505 acres of land, more or less, situated in the J.M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain dated December 14, 1988, from Mark Glaze and wife, Diane Glaze to Clyde Peabody duly recorded at Volume 9461, Page 271 of the Official Public Records of Tarrant, 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-fifth (1/5) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may, from time to time, purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value of one-fifth (1/5) of the gas so sold or used, provided that, on gas sold at the wells, the royalty shall be one-fifth (1/5) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents (\$.50) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. If the land covered hereby is placed in a unit as hereinafter provided, all of the royalties provided for herein shall be apportioned on a unitized basis. While there is a well on this lease, or on acreage pooled therewith, which well is capable of producing only gas, gas condensate, or some combination of gas and gas condensate, but from which well production is not being sold or used, and this lease is not otherwise maintained in effect, Lessee may pay or tender on or before ninety (90) days from the date such well is shut-in, as shut-in royalty, to the party or parties entitled to receive royalties on actual production of gas at the time payment or tender is made, a sum equal to \$10 per acre of land subject to this lease at the time payment is made which payment will extend the lease for a period of one year from the date of shut-in. Payment or tender of such royalty may be made by check or draft of Lessee mailed or delivered to Lessor, with the first payment to be made on or before ninety (90) days from and after the date on which such well is shut-in, and similar payment to be made annually thereafter on or before the anniversary date on which such well is shut-in, and if such payments are so made, it shall be considered that gas, gas condensate, or a combination of gas and gas condensate is being produced from the above-described land under all the terms, conditions and limitations of this lease. The amount of such shut-in royalty payment shall be reduced proportionately as hereinafter provided if Lessor owns an interest in said land less than the entire fee simple estate and shall be further reduced in the proportion that the amount of surface acreage out of this lease included in any pooled unit upon which such gas or gas condensate well is situated bears to the entire surface acreage contained in such pooled unit as provided in the pooling provision of this lease.

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this the **30th** day of **June, 2008** between **Jimmy R. Kersey, aka Jim R. Kersey and wife, Audrey L. Kersey**, Lessor (whether one or more), whose address is **1713 Druid Court, Fort Worth, Texas 76112**, 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:

0.6315 acres of land, more or less, situated in J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in the following two (2) lots to wit:

0.4015 acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, described as Lot 1, Block 3, Village Gardens an Addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain plat dated May 4, 1954, recorded in Volume 388-Y, Page 84, Tarrant County Clerk's Public Records, Tarrant County, Texas, being that same land described in that certain Warranty Deed dated November 8, 2005, conveyed from Ruby Baxter to Jimmy R. Kersey, recorded in Instrument No. D208216670 of the Tarrant County Clerk's Official Public Records, Tarrant County, Texas.

0.2300 acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, described as Lot 2, Block 3, Village Gardens an Addition to the City of Fort Worth, Tarrant County, Texas, as depicted in that certain plat dated May 4, 1954, recorded in Volume 388-Y, Page 84, Tarrant County Clerk's Public Records, Tarrant County, Texas, being that same land described in that certain Warranty Deed dated November 8, 2005, conveyed from Ruby Baxter to Jimmy R. Kersey, recorded in Instrument No. D208216670 of the Tarrant County Clerk's Official Public Records, Tarrant County, Texas.

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

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

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

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of

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 21st day of July, 2009 between **Scott Hensel, a single person**, Lessor (whether one or more), whose address is: 5228 Eastland Street, Fort Worth, Texas 76119 and **Quicksilver Resources Inc.**, Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

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

0.921 acres of land, more or less, situated in the J. M. Daniel(s) Survey, Abstract No. 395, Tarrant County, Texas, being Tract 12A01 and being more particularly described in that certain Warranty Deed dated October 25, 1996, by and between Jon Mazziotta, as Attorney-In-Fact on behalf of Juanita Couch to Scott Hensel, duly recorded as Instrument Number D196222123, Official Public Record, Tarrant County Clerk's Office, 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

TX 4390384.00

D208037639

Producers 88 (8/99)
TX-Gen
Paid-up, Pooling

OIL, GAS AND MINERAL LEASE

This Lease Agreement (the "Lease") is entered into this 21st day of December, 2007, between **LUMINANT MINERAL DEVELOPMENT COMPANY, L.P.**, as "Lessor," whether one or more, and **Quicksilver Resources Inc.**, A Delaware Corporation whose address is 777 W. Rosedale, Ste. 300, Fort Worth, Texas, 76104 as "Lessee."

In consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is acknowledged, and of the royalties and agreements of Lessee contained in this Lease, Lessor grants, leases, and lets exclusively to Lessee, its successors and assigns, all of the land described in this Lease, together with any reversionary rights of Lessor, for the purpose of exploring by geological, geophysical, and all other methods, and of drilling, producing and operating wells or mines for the recovery of oil, gas and other hydrocarbons, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well or mine on the leased premises, including primary, secondary, tertiary, cycling, pressure maintenance methods of recovery, and all other methods, whether now known or unknown, with all related incidental rights, and to establish and utilize facilities for surface and subsurface disposal of salt water, and to construct, maintain and remove roadways, tanks, pipelines, electric power and telephone lines, power stations, machinery and structures thereon, to produce, store, transport, treat and remove all substances described above, and their products, together with the right of ingress and egress to, and from the land subject to this Lease and across any other land now or later owned by Lessor. The land that is covered by and subject to this Lease is situated in Tarrant County, Texas, and is described as follows and referred to in this Lease as the "land" or the "lands":

**SEE EXHIBIT A FOR LEGAL DESCRIPTION
SEE EXHIBIT B FOR ADDITIONAL PROVISIONS TO THIS LEASE**

This Lease covers all of the land described above, and in addition it covers and there is expressly leased, let, and demised to the same extent as if described above, all lands owned or claimed by Lessor adjacent, contiguous to or a part of the lands specifically described above, whether the additional lands are owned or claimed by deed, limitation or otherwise, and whether they are inside or outside the stated description, whether they are held under fence by Lessor or not, and whether the additional lands are in the named survey or other 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 they actually contained, and the lands included within the terms of this Lease are estimated to comprise **42.379 acres**, whether they actually comprise more or less.

1. Without reference to the commencement, prosecution, or cessation at any time of drilling or other development operations, or to the discovery, development, or cessation at any time of production of oil, gas, or other minerals, and notwithstanding anything else contained in this Lease to the contrary, this Lease shall be for a term of 2 (Two) years from the date stated above (the "Primary Term") and as long thereafter as oil, gas, or other minerals are produced from the lands, or land with which the lands are pooled, or as long as this Lease is continued in effect as otherwise provided by the terms of this Lease.
2. The royalties to be paid by Lessee are: (a) on oil, and on other liquid hydrocarbons saved at the well, 27.5% (twenty-seven & one-half percent) of that produced and saved from the land, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, Lessor's interest in either case shall bear its proportionate share of any expenses for treating oil to make it marketable as crude; (b) on gas, including casinghead gas or other gaseous substances

LUMINANT

QUICKSILVER

FILED
TARRANT COUNTY TEXAS
2008 FEB 1 11:00 AM
SUZANNE E. HARRIS
CLERK
BY _____

OIL AND GAS LEASE

THE STATE OF TEXAS §
 §
*COUNTY OF TARRANT §

THIS AGREEMENT ("Lease") is made and entered into as of the date herein specified by and between CITY OF FORT WORTH, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, and Wise Counties, Texas, (hereinafter referred to as "Lessor"), and, Quicksilver Resources, Inc. (hereinafter referred to as "Lessee").

WITNESSETH:

1.

GRANTING CLAUSE

Lessor, in consideration of a cash bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee hereinafter contained, hereby grants, leases, and lets exclusively unto Lessee for the sole purpose of investigating, exploring, drilling, operating, and producing oil and/or gas from the land leased hereunder, together with any liquid or gaseous substances produced in association with oil and gas, the following described land situated in the City of Fort Worth, Texas described in Exhibit "A" attached hereto (the "leased premises").

All mineral substances and mineral rights other than oil and gas (and all other liquid or gaseous minerals produced in association with oil or gas) are expressly reserved to Lessor and excepted from this Lease. These reserved mineral rights include, but are not limited to, the rights to lignite, coal and sulfur not produced as a component of oil and gas.

For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 21.791 acres, whether actually containing more or less.

2.

PRIMARY TERM

Subject to the other provisions herein contained, this Lease shall be for a term of two (2) years from the date of the notarial acknowledgment of Lessor's execution of this instrument (hereinafter called "primary term") and so long thereafter as oil, gas or other minerals granted herein are produced from the leased premises or lands pooled therewith, in paying quantities, or operations are in progress thereon as hereinafter provided, and the royalties are paid as provided herein. For the purposes of this lease, the term "operations" means any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in the endeavor to obtain production of oil or gas, so long as such operations are carried out with due diligence with no cessation of more than ninety (90) consecutive days.

06-16-09 A10:32 IN

3.

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This is a paid-up lease and no delay rentals are due. Upon termination, Lessee shall prepare, execute and deliver to Lessor a recordable release covering the leased premises in accordance with this Lease. Lessee may at any time or times execute and deliver to Lessor, a release or releases of this Lease as to all or any part of the leased premises, and thereby be relieved of all obligations as to the released land or interest, except for the indemnification obligations described in Paragraph 16 and the plugging obligations of this Lease.

4.

ROYALTIES

Lessee shall pay to Lessor the following royalties, which shall be free of all costs of any kind, including, but not limited to, costs of gathering, production, transportation, treating, compression, dehydration, processing, marketing, trucking or other expense, directly or indirectly incurred by Lessee, whether as a direct charge or a reduced price or otherwise. In this regard, Lessee agrees to bear one hundred percent (100%) of all costs and expenses incurred in rendering hydrocarbons produced on or from the leased premises marketable and delivering the same into the purchaser's pipeline for immediate transportation to an end user or storage facility. Additionally, said royalties shall never bear, either directly or indirectly, under any circumstances, the costs or expenses (including depreciation) to construct, repair, renovate or operate any pipeline, plant, or other facilities or equipment used in connection with the treating, separation, extraction, gathering, processing, refining, compression, transporting, manufacturing or marketing of hydrocarbons produced from the leased premises or lands pooled therewith.

A. On oil, gas (including flared gas) and casinghead gas, together with any other liquid or gaseous hydrocarbons recovered by Lease operations (such as in drips or separators) twenty-five percent (25%) of the proceeds of the sale or of the market value thereof, whichever is higher. Such proceeds of oil, gas and casinghead gas, together with any other liquid or gaseous hydrocarbons recovered by Lease operations, is to be delivered free of cost at the well or to the credit of the Lessor into pipelines, gathering lines, barges or other facilities to which the wells and tanks on the property may be connected. Lessor shall always have the right, at any time and from time to time, upon reasonable written notice to Lessee, to take Lessor's share of oil, gas and processed liquids in kind. Lessor may elect to take Lessor's gas in kind at the well, or at the point of delivery where Lessee delivers Lessee's gas to any third party. If gas is processed, Lessor may elect to take Lessor's share of the residue gas attributable to production from the leased premises, at the same point of delivery where Lessee receives its share of residue gas or has its share of residue gas delivered to a third party. Lessor may elect to have its royalty share of processed liquids stored in tanks at the plant or delivered into

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 24th day of October, 2005, by and between EASTLAND REAL ESTATE INVESTORS, L.P., a Texas limited partnership, with mailing address at 100 E. Mason Street, Fort Worth, Texas 76110, Lessor (whether one or more), and Marshall R. Young Oil Co., 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, Lessee.

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

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

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

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

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

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

LEASE NOT RECORDED-
MEMORANDUM OF LEASE
IS RECORDED

17101-00

YAN

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 **23rd** day of **March, 2009** between **Eastland Real Estate Investors, L.P., a Texas Limited Partnership**, Lessor (whether one or more), whose address is: **2401 Scott Ave., Forth Worth, TX 76103** 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:

0.240 acres of land, more or less, situated in the J.W. Daniel Survey, A-395, Tarrant County, Texas also being described as Tract 14A01, Tarrant County, Texas and located within the Fort Worth Independent School District (03845621) as shown by a Deed of record in Volume 4030, Page 472 of the Deed Records, Tarrant County, Texas and being the same land described in Constable's Deed to a Taxing Unit in Delinquent Tax Suit dated June 6, 2008 from Zane Hilger, Constable, Pct. 3 as Grantor to Eastland Real Estate Investors, L.P. as Grantee and recorded as Instrument D208259968 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.

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made and entered into this 30th day of November, 2005, by and between

DJK, Inc.,

a Texas corporation,

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

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

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

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

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

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

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

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this the 31st day of January, 2008 between PTC Partners, Ltd., acting by Luther M. Parkerson, President of LETT & T, L. L. C., General Partner of PTC Partners, Ltd., Lessor (whether one or more), whose address is 3900 East Loop 820 South, Fort Worth, Texas 76119, and QUICKSILVER RESOURCES INC., Lessee, whose address is 777 West Rosedale, Suite 300, Fort Worth, Texas 76104, WITNESSETH:

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

0.9732 acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Correction Warranty Deed with Vendor's Lien dated February 1, 2001, conveyed from Oakwood Mobile Homes, Inc. to PTC Partners, Ltd., and recorded at Volume 14848, Page 135, Official Public Records, Tarrant County, Texas.

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

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

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

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

COPY

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this the 31st day of January, 2008 between **Luther M. Parkerson and wife, Elizabeth Fay Parkerson a/k/a Elizabeth Faye Parkerson**, Lessor (whether one or more), whose address is **1044 Peregrine Place, Kennedale, Texas 76060**, 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:

1.514 acres of land, more or less, being the same land more particularly described as 1.611 acres of land, more or less, being all of Lot 1, Block 1, Eastland Avenue Addition, an addition to the City of Fort Worth, Tarrant County, Texas, as recorded at Volume 388-113, Page 933, Plat Records, Tarrant County, Texas; **SAVE AND EXCEPT** from said 1.611 acres of land 0.0970 acres of land, more or less, situated in the J. M. Daniel Survey, Abstract No. 395, Tarrant County, Texas, being the same land more particularly described in that certain Correction Warranty Deed dated April 11, 2001, conveyed from Luther M. Parkerson and Elizabeth Fay Parkerson to Oakwood Mobile Homes, Inc., and recorded at Volume 14848, Page 139, Official Public Records, Tarrant County, Texas.

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

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

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

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

5.

File No. MF 110644
Glases
Date Filed: 1/30/10
By [Signature]
Jerris Patterson, Commissioner

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 23, 2010

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

Dear Ms. Hall,

Re: State of Texas HROW Lease # MF 110644

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 of the unit designation for 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

COPY

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

6,

File No. MF 110644
Joe Keller
Date Filed: 3/23/10
By: [Signature]
Jerry Patterson, Commissioner

COPY

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

April 26, 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 Eastland Street and Wilbarger Street
Fort Worth, Tarrant County, Texas
Mineral File # 110644

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 April 23, 2010 from Quicksilver Resources, Inc. issued to the Commissioner of the Texas General Land Office in the amount of \$3,325.00 for the bonus consideration
3. A check dated April 23, 2010 from Quicksilver Resources, Inc. issued to the Commissioner of the Texas General Land Office in the amount of \$49.88 for the processing fee

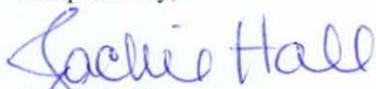
Also, please find enclosed the following:

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.



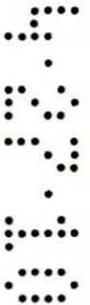
Quicksilver Resources Inc.
777 West Rosedale, Suite 300
Fort Worth, Texas 76104
(817) 665-5000

Vendor No.	Vendor Name	Date	Check No.	Check Total
68228	COMMISSIONER OF THE TEXAS	Apr-23-2010	121576	\$3,325.00

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
04-AP-1092	2010JH13	04/12/10	3,325.00	0.00	3,325.00
TOTAL INVOICES PAID					3,325.00

10707124

121



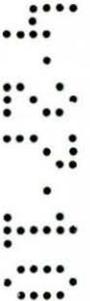
Quicksilver Resources Inc.
777 West Rosedale, Suite 300
Fort Worth, Texas 76104
(817) 665-5000

Vendor No.	Vendor Name	Date	Check No.	Check Total
68228	COMMISSIONER OF THE TEXAS	Apr-23-2010	121575	\$49.88

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
04-AP-1093	2010JH12	04/12/10	49.88	0.00	49.88
TOTAL INVOICES PAID					49.88

10707123

121





7.

File No. MF 110649

Seller + bonuses

Date Filed: 4/26/10

Jerry Patterson, Commissioner

By [Signature]

The State of Texas

Whiz & West

HROW Lease
Revised 8/06



FILED
TARRANT COUNTY TEXAS
10 APR 15 AM 11:44

SUZANNE HENDERSON
COUNTY CLERK

OK

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110644)
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 **Three Thousand Three Hundred Twenty Five 20/100 (\$3,325.20)** 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:

0.5542 total 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 **0.5542 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 March 23, 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.

TX 439 010-00

(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



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: CR

CC: [Signature]

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



EXHIBIT "A"

(Condemnation Proceedings)

Scott Hensel Lands
(Mineral Ownership Breakdown)

Condemnation Proceedings A, dated December 30, 1969, in the case styled *City of Fort Worth v. Theodore J. Neel, et al.*, Cause No. 67711, in County Court at Law of Tarrant County, Texas. The condemnation proceedings foreclosed 3,427.0 square feet, in fee simple for public road purposes, namely **Eastland Street**.

(Public Road Deeds)

Eastland Real Estate Investors, L.P. Lease
(Original Drilling Title Opinion, QRI File No. 135)

Public Road Deed B, dated March 18, 1970, from C. R. Hadley and L. N. Wileman to the City of Fort Worth (State of Texas), recorded in Volume 4859, Page 323, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed 9,884 square feet (0.2269 acres), more or less, in fee simple for public road purposes, Eastland Street.

City of Fort Worth Lands
(Original Drilling Title Opinion, QRI File No. 577)

Public Road Deed C, dated March 27, 1970, from Clyde D. Peabody to the City of Fort Worth (State of Texas), recorded in Volume 4864, Page 943, Deed Records, Tarrant County, Texas. The Deed conveyed 0.086 acres of land, in fee simple, for a portion of Eastland Street.



Luminant Mineral Development Company, LLC

Public Road Deed D, dated March 4, 1990, from Luminant Mineral Development Company, LLC to the City of Fort Worth (State of Texas), recorded in Volume 4875, Page 55, Deed Records, Tarrant County, Texas. The Deed conveyed a parcel of land, containing a 14.57 foot wide strip of land (0.10859 acres), in fee simple, for a portion of Eastland Street.

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).

(Public Road Deeds)

T & O Service Marketing, Inc. (Original Drilling Title Opinion)

Public Road Deed A, dated November 9, 1987, from T & O Management Agency, Inc., to the City of Fort Worth (State of Texas), recorded in Volume 9236, Page 92, Official Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 772 square feet of land, more or less, in fee simple for public road purposes, **Wilbarger Street**.

Frank Nguyen and wife, Lucinda Nguyen (Original Drilling Title Opinion)

Public Road Deed B, 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 Records, Tarrant County, Texas. The Deed conveyed two (2) parcels of land, containing approximately 1,211 square feet of land, in fee simple, for a portion of Wilbarger Street.

**Lawhon, Inc., Lease 34.447 acres
(Original Drilling Title Opinion and Letter Opinion)**

Public Road Deed C, dated July 2, 1987, from Clyde Peabody to the City of Fort Worth (State of Texas), recorded in Volume 9236, Page 97, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 250 square feet of land (0.0057 acres), more or less, in fee simple for public road purposes, Wilbarger Street.

Public Road Deed D, dated September 23, 1988, from Don Morris Enterprises Investment Group II, L.P. to the City of Fort Worth (State of Texas), recorded in Volume 9465, Page 2211, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 1,322 square feet of land (0.03 acres), more or less, in fee simple for public road purposes, Wilbarger Street.

Crown Enterprises, Inc. (Original Drilling Title Opinion)

Public Road Deed E, dated July 20, 1988, from Iris Alain Maddox Farkas to the City of Fort Worth (State of Texas), recorded in Volume 9334, Page 1093, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 0.6376 acres of land, more or less, in fee simple for public road purposes, being portions of Wilbarger Street and Carey Street.



Truck & Tractor Services (Letter Opinion)

Public Road Deed F, dated June 19, 1989, from NCNB Texas National Bank to the City of Fort Worth (State of Texas), recorded in Volume 9733, Page 362, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 350 square feet of land, more or less, in fee simple for public road purposes, being a portion of Wilbarger Street.

Estate of Clyde Peabody, Deceased (Original Drilling Title Opinion)

Public Road Deed G, dated April 13, 1989, from Clyde Peabody to the City of Fort Worth, Texas, recorded in Volume 9654, Page 1769, Deed Records, Tarrant County, Texas. The Public Road Deed conveyed approximately 2724 square feet of land, more or less, in fee simple for public road purposes, Wilbarger Street.

Lawhon, Inc. 14.874 acres (Original Drilling Title Opinion)

Public Road Deed H, dated May 12, 1987, from Loop 820 Properties to the City of Fort Worth (State of Texas), recorded in Volume 9079, Page 1767, Official Public Records, Tarrant County, Texas. The Deed conveyed 2,362 square feet, more or less, in fee simple for Wilbarger Street.

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).

The following Opinions did not contain Public Road Deeds, and as a result, it is the examiner's opinion the acreage lying within Wilbarger Street is a prescriptive easement insofar as it is located adjacent to the following land owners: ARC18TX LP Lease (Original Drilling Title Opinion and Letter Opinion), the Gary M. Reeder Lease (Original Drilling Title Opinion), and the Jimmy R. Kersey and wife, Audrey Kersey, Lease (Original Drilling Title Opinion).



EXHIBIT "B"

ULRICK WUTHRICK
A- 1693

JA CREARY
A- 269

GEORGE J ASHABRANNER
A- 7

Eastland St

Wilbarger St

Loop 820

JAMES M DANIEL
A- 395

JOHN W HAYNES
A- 769

MJ BRITTAIN
A- 104

DAVID STRICKLAND
A- 1376

TARRANT

DALLAS

Map showing a
Buffer of Wilbarger St. 0.5542 acres
and Eastland St. .5002 acres
Tarrant County

0 500 1,000 2,000 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this 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: Zake Gullen
March 23, 2010

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

QUICKSILVER RESOURCES INC
777 WEST ROSEDALE ST STE 300
FT WORTH, TX 76104

Submitter. PATRICK OTOOLE

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

Filed For Registration: 4/15/2010 11:40 AM

Instrument #: D210086560

LSE 11 PGS \$52.00

By.

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", written over a horizontal line.

D210086560

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. VMMASSINGILL

21008

8

File No. 110644

Recorded Copy

Date Filed: 10.31.12

Jerry E. Patterson, Commissioner

By B. Boyd

110644



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

August 27, 2024

Certified USPS # 7011 1150 0001 2420 0214

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

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

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

Mr. Hendrix:

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

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

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

Best,

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

#9

File No. MF110644
Tarrant County
Termination Letter
Date Filed: 8/27/2024
Commissioner Dawn Buckingham, M.D.
By: 

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OKLAHOMA CITY, OK 73102
September 3, 2024, 1:11 pm

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#10

File No. MF110644

Tarrant County

USPS-Termination letter Tracking

Date Filed: 11/14/2024

Commissioner Dawn Buckingham, M.D.

By: 