

MF110886

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF110886	65-902205		TARRANT

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

Block Name

Township

Section/Tract

Land Part

Part Description

<i>Acres</i>	0.225
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<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
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0	0	
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<i>Name</i>	CHESAPEAKE EXPLORATION, LLC
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<i>Lease Date</i>	5/4/2010
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<i>Primary Term</i>	3 yrs
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<i>Bonus (\$)</i>	\$540.00
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<i>Rental (\$)</i>	\$0.00
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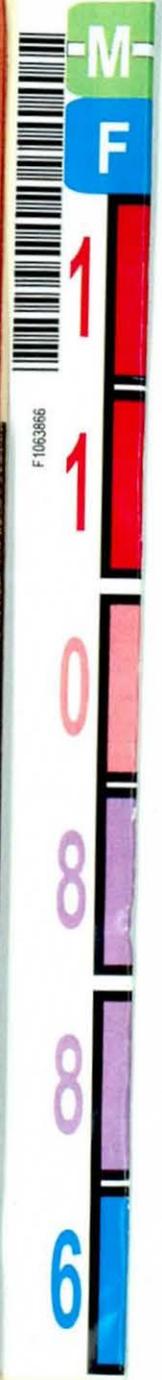
<i>Lease Royalty</i>	0.2650
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Leasing:

Analyst:

Maps:

GIS:



CONTENTS OF FILE NO. MF- 110886

- | | |
|-------------------|---------|
| 1. Lease | 4/16/10 |
| 2. Letter + fee | 4/16/10 |
| 3. Map | 4/16/10 |
| 4. Affidavit | 4/16/10 |
| 5. Lease | 4/16/10 |
| 6. Fee payment | 4/16/10 |
| 7. 800 letter | 5/4/10 |
| 8. Letter + bonus | 5/19/10 |

See MF112078 for Unit 5850 TW4 B #2

Scanned PJR 4-25-13
 9. Unit #5850 7-21-16
 scanned AJ 8-30-16

10. Division Order 10-16-18
 11. Division Order 10-16-18
 scanned AJ 11-6-2018

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110886)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **XTO Energy, Inc.**, whose address is **810 Houston Street, Ft. Worth, TX 76102** hereinafter called "Lessee".

1. Lessor, in consideration of **Five Hundred Forty 00/100 (\$ 540.00)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant** State of Texas, and is described as follows:

0.225 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 **0.225** acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three years, from May 4th, 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 **26.5%** 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 **26.5%** 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 **26.5%** 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 **26.5%** of such gas and casing head gas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

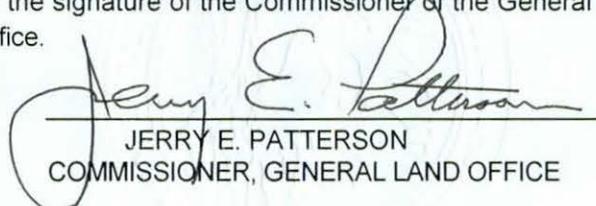
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

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

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

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

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



JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: DR

DC: CLR

CC: 

Part of Ayers Avenue, City of Fort Worth, Tarrant County, Texas:

BEGINNING at the Northwest corner of Lot F of the D. L. McCarthy's Subdivision in the City of Fort Worth and recorded in Volume 388-D, Page 427 of the plat records of Tarrant County, Texas, said corner being on the South right of way line of East Lancaster Avenue and on the East line of Ayers Avenue;

THENCE: in a Southerly direction along the West line of said Lot F and the East line of said Ayers Avenue 269.70 ft. to a point at the Southwest corner of said Lot F and the Northwest corner of Lot E of said D. L. McCarthy's Subdivision in all 319.70 ft. to a point, said point being the Southwest corner of said Lot E and the Northwest corner of Lot C of the Brooks Subdivision in the City of Fort Worth, Tarrant County, Texas;

THENCE: in a Westerly direction 30 ft. to the center line of the said Ayers Avenue;

THENCE: in a Northerly direction 319.70 ft. along the center line of the said Ayers Avenue to a point 30 ft. West of the Northwest corner of Lot F, said point being on the South right of way line of East Lancaster Avenue and 30 ft. West of the East line of Ayers Avenue;

THENCE: in an Easterly direction to the Northwest corner of Lot F, the point of beginning, containing 0.225 acres more or less.

WILLIAM MCFADIN
A- 1076

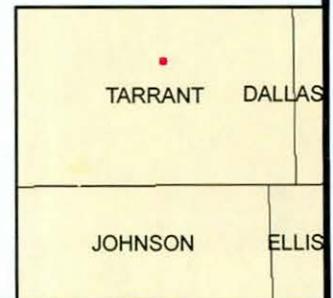
Ayers Ave.



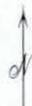
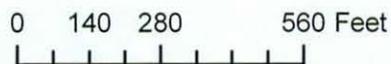
PERRY ANDERSON
A- 32

JOHN RINGER
A- 1287

JW SUBLETT
A- 1409



Map showing a
Buffer of Ayers Ave.
.225 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.

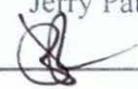


Map Compiled By: Zeke Guillen
May 4, 2010

1.
File No. MF 110886

Rease

Date Filed: 9/16/10
Jerry Patterson, Commissioner

By 

Carla Petroleum, Inc.

Petroleum Land Services

16990 DALLAS PARKWAY, SUITE 126 • DALLAS, TEXAS 75248
TEL 972-733-1934 FAX 972-733-1935

April 14, 2010

David Gross, Esq.
12400 Highway 71 West, Suite 350-230
Austin, Texas 78738

No Money
- m. 110886

2400.00
26.550
3yr Pail up
Sub in 25.00

Re: Application for Highway Right-of-Way Lease – TWU-B Unit, Tarrant County, Texas.

Ayers Ave.

Dear Mr. Gross:

I have enclosed the following application materials for a 0.225 acre Highway Right-of-Way lease with XTO Energy Inc. for the TWU-B Unit:

1. Plat
2. Tract Descriptions
3. Affidavit of Consideration
4. Copies of Adjacent Leases
5. \$100 Processing Fee

Please let me know if you have any questions or need additional documentation.

Sincerely,



Courtney Williams
Contract Landman
(972)733-1934 ext. 335
cwilliams@carlapetroleum.com

CARLA PETROLEUM, INC.
16990 DALLAS PKWY., SUITE 126
DALLAS, TX 75248
(972) 733-1934

BANK OF AMERICA, NA
DALLAS, TX 75211
32-002/1110

4/14/201

PAY TO THE ORDER OF GENERAL LAND OFFICE

\$ **100.00

One Hundred and 00/100***** DOI

GENERAL LAND OFFICE

MEMO

TWU B Processing Fee

⑈041399⑈



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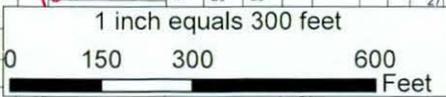
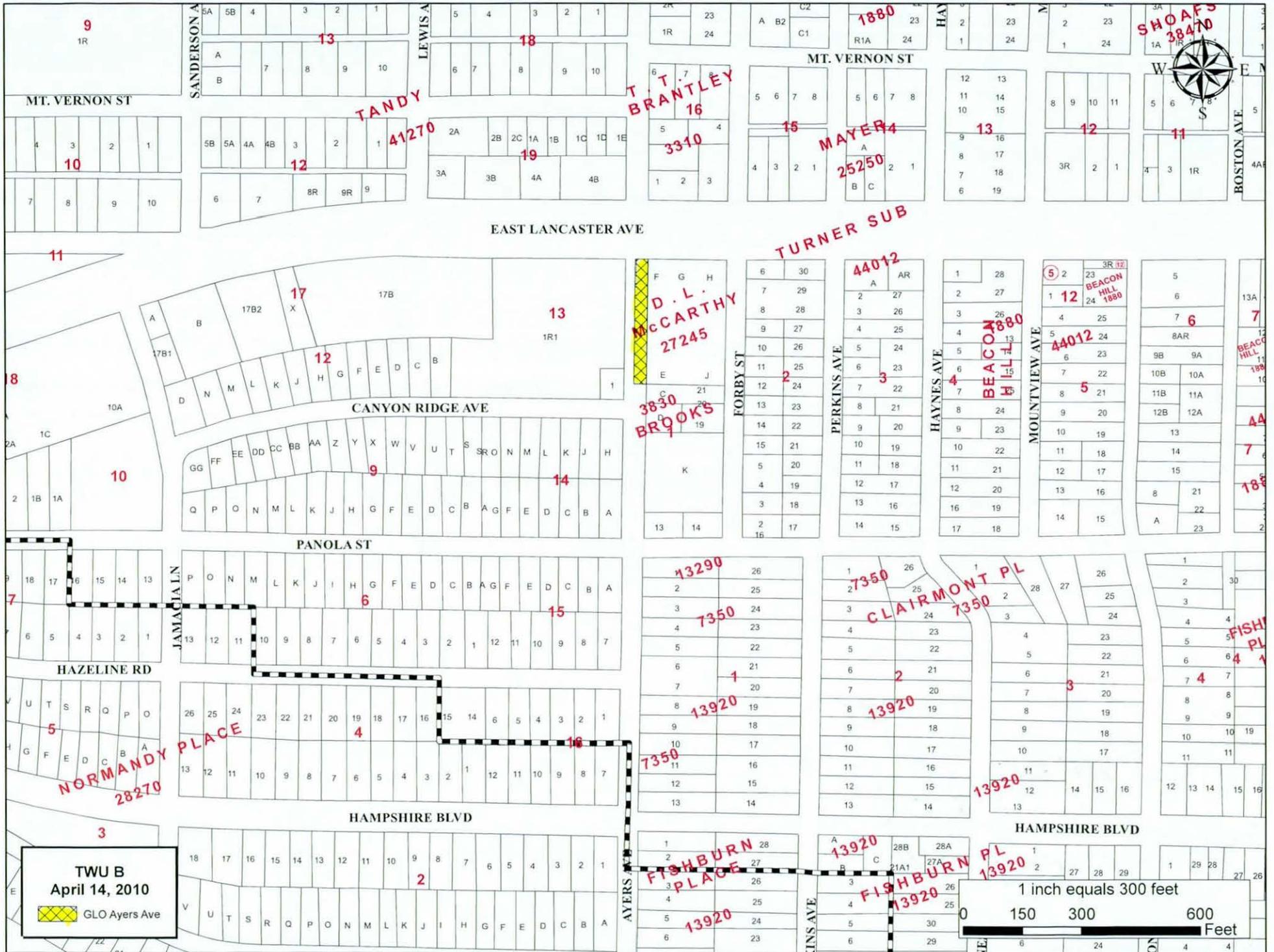
File No. MF 110886

Letter fee

Date Filed: 9/6/10

By Jerry Patterson, Commissioner





TWU B
 April 14, 2010
 GLO Ayers Ave

T. T. BRANTLEY
 16
 3310

D. L. MCCARTHY
 27245

BROOKS
 3830

MAYER
 25250

TURNER SUB

BEACON HILL
 1880

CLAIRMONT PL
 7350

FISHBURN PLACE
 13920

FISHBURN PL
 13920

NORMANDY PLACE
 28270

TANDY
 41270

SHOAF'S
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3.

File No. MF 110886

Map

Date Filed: 9/16/10

Jerry Patterson, Commissioner

By [Signature]

AFFIDAVIT OF JAY R. FRAZIER

BEFORE ME, the undersigned authority, on this day personally appeared Jay R. Frazier, known to me to be a credible person, who, after being by me duly sworn, did depose and state as follows:

"I am over 18 years of age and am fully competent to make this affidavit. I am a consulting Petroleum Landman, employed by XTO Energy, Inc. As a result of my position, I am familiar with the Oil, Gas and Mineral Leases in that general area of the TWU-B Unit (see Exhibit "A") in Fort Worth, Tarrant County, Texas. In this urban setting, leases within a one (1) mile radius, more or less, are currently being acquired for bonus consideration of \$2,400.00 per net mineral acre.

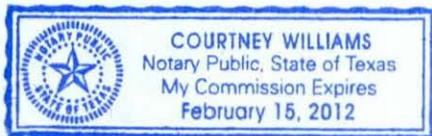


Jay R. Frazier, Affiant

STATE OF TEXAS
COUNTY OF DALLAS

Sworn to and subscribed before me on this the 14th day of April, 2010 by Jay R. Frazier



Notary Public's Signature

4.

File No. MF110886

Affidavit

Date Filed: 9/16/10

Jerry Patterson, Commissioner

By: [Signature]



Electronically Recorded

Tarrant County Texas

Official Public Records

2/19/2010 3:40 PM

D210037953



PGS 3 \$24.00

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 25th day of November, 2009, between Joseph McElroy, Lessor (whether one or more), whose address is: 1207 Eldorado Ave., Dallas TX 75208, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH:

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

For a description of the land being herein leased, see the Exhibit "A" attached hereto and made a part hereof:

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 4.08281913 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 4 years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 25% part of such oil at the wells as of the day it is run to the pipe line or storage tanks. Lessor's interest, in either case, to bear 25% of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 25% of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in such bank as directed by Lessor, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same. Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any

part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

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

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

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

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

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

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

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

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

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

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

LESSOR(S):

X Joseph McElroy

Acknowledgment

STATE OF Texas }
COUNTY OF Dallas } ss.

This instrument was acknowledged before me on the 19th day of Feb., 2010 by Joseph McElroy.

Signature [Signature]
Printed BRAD L RICH Notary Public

My commission expires:
Seal:

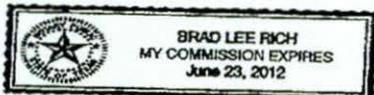


EXHIBIT 'A'

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED NOVEMBER 25, 2009 FROM JOSEPH MCELROY, AS LESSOR, TO XTO ENERGY, INC., AS LESSEE.

BEING 4.08281913 acres of land, more or less, and being described in 4 TRACT(S) as follows:

Being 3.4318728 acres of land, more or less, and being a part of Normandy Place Addition, Blk 13 Lot 1 R1, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in a Deed dated 2/16/2010 and recorded at Instrument #D210036954 of the Deed Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 28270-13-1R1.

Being 0.22606304 acres of land, more or less, and being a part of Normandy Place Addition, Blk 12 Lot C, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in a Deed dated 2/16/2010 and recorded at Instrument #D210036954 of the Deed Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 28270-12-C.

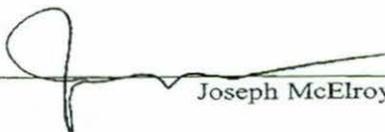
Being 0.21685472 acres of land, more or less, and being a part of Normandy Place Addition, Blk 12 Lot B, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in a Deed dated 2/16/2010 and recorded at Instrument #D210036954 of the Deed Records of Tarrant County, Texas.

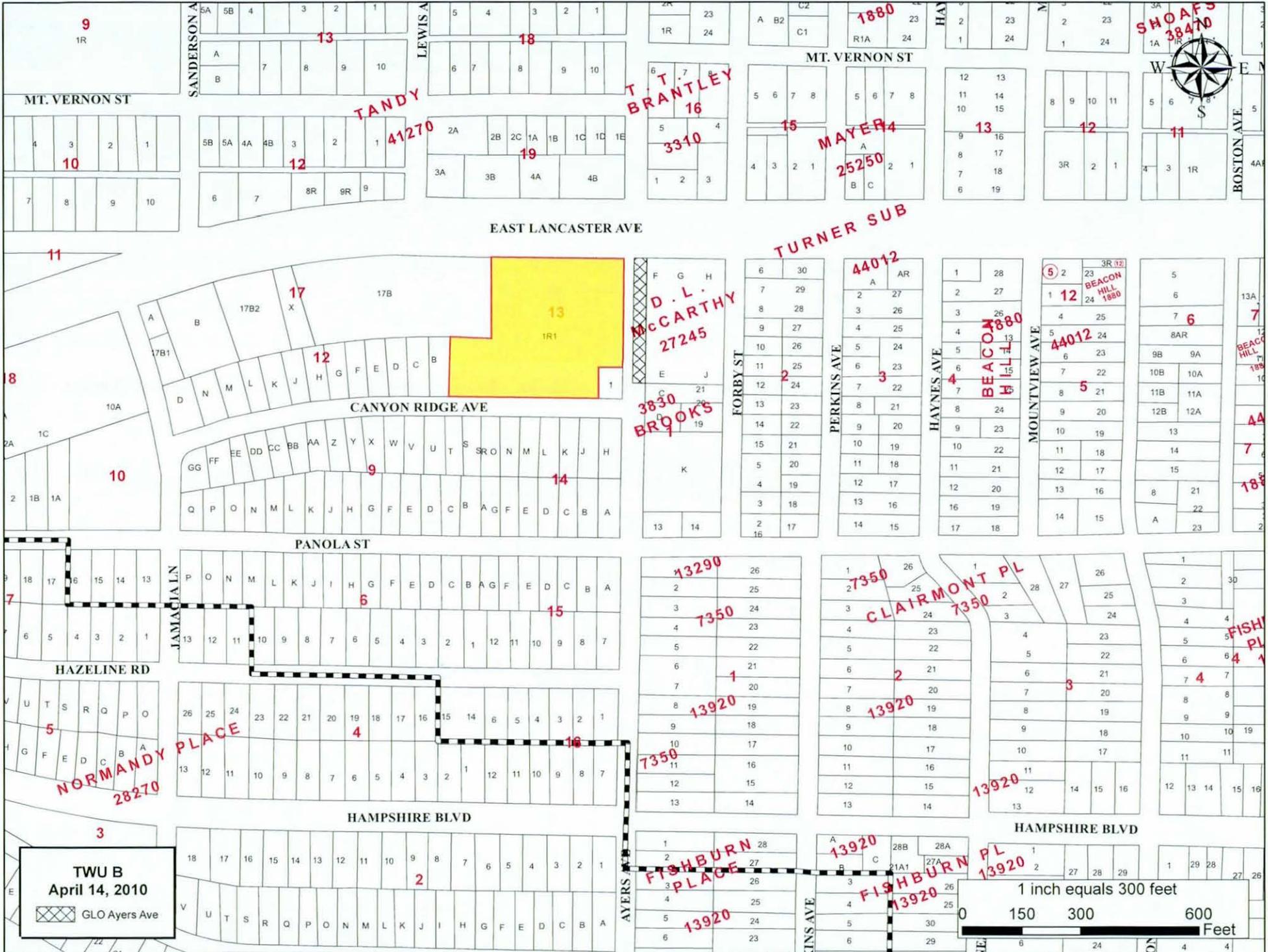
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 28270-12-B.

Being 0.20802857 acres of land, more or less, and being a part of Normandy Place Addition, Blk 13 Lot 1 S1/2 1 Blk 13, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in a Deed dated 2/16/2010 and recorded at Instrument #D210036954 of the Deed Records of Tarrant County, Texas.

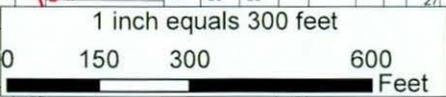
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 28270-13-1-10.

Lessor:

X  Joseph McElroy



TWU B
 April 14, 2010
 GLO Ayers Ave



Electronically Recorded

Tarrant County Texas

Official Public Records

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 25th day of November, 2009, between Joseph McElroy, Lessor (whether one or more), whose address is: 1207 Eldorado Ave., Dallas TX 75208, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH:

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

For a description of the land being herein leased, see the Exhibit "A" attached hereto and made a part hereof:

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 4.08281913 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 4 years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 25% part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear 25% of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 25% of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in such bank as directed by Lessor, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same. Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any

part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

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

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

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

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

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

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

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

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

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

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

LESSOR(S):

X
Joseph McElroy

Acknowledgment

STATE OF Texas)
COUNTY OF Dallas) ss.

This instrument was acknowledged before me on the 19th day of Feb., 2010 by Joseph McElroy.

Signature Brad Lee Rich

Printed BRAD L. RICH Notary Public

My commission expires:
Seal:



EXHIBIT 'A'

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED NOVEMBER 25, 2009 FROM JOSEPH MCELROY, AS LESSOR, TO XTO ENERGY, INC., AS LESSEE.

BEING 4.08281913 acres of land, more or less, and being described in 4 TRACT(S) as follows:

Being 3.4318728 acres of land, more or less, and being a part of Normandy Place Addition, Blk 13 Lot 1 R1, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in a Deed dated 2/16/2010 and recorded at Instrument #D210036954 of the Deed Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 28270-13-1R1.

Being 0.22606304 acres of land, more or less, and being a part of Normandy Place Addition, Blk 12 Lot C, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in a Deed dated 2/16/2010 and recorded at Instrument #D210036954 of the Deed Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 28270-12-C.

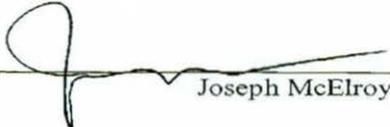
Being 0.21685472 acres of land, more or less, and being a part of Normandy Place Addition, Blk 12 Lot B, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in a Deed dated 2/16/2010 and recorded at Instrument #D210036954 of the Deed Records of Tarrant County, Texas.

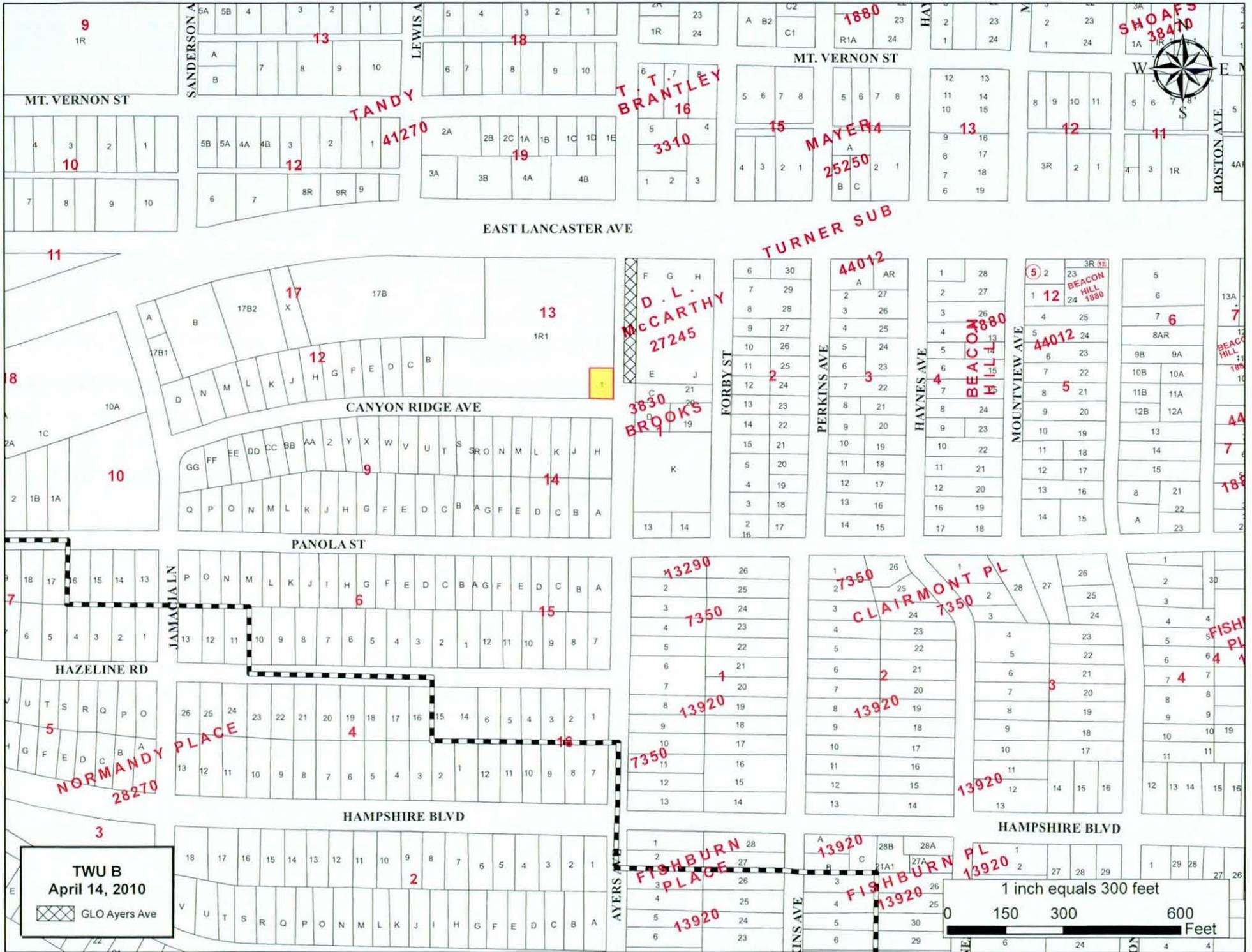
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 28270-12-B.

Being 0.20802857 acres of land, more or less, and being a part of Normandy Place Addition, Blk 13 Lot 1 S1/2 1 Blk 13, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in a Deed dated 2/16/2010 and recorded at Instrument #D210036954 of the Deed Records of Tarrant County, Texas.

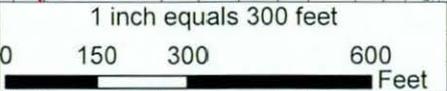
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 28270-13-1-10.

Lessor:

X  Joseph McElroy



TWU B
 April 14, 2010
 GLO Ayers Ave



Electronically Recorded

Tarrant County Texas

Official Public Records

12/23/2009 11:44 AM

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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 25th day of November 2009, between L Squared Properties Inc., Lessor (whether one or more), whose address is: PO Box 9677, Fort Worth, TX 76147-2677 and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH:

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

For a description of the land being herein leased, see the Exhibit "A" attached hereto and made a part hereof:

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 1.89179602 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 4 years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 25% part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear 25% of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 25% of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in such bank as directed by Lessor, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

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

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

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

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

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

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

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

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

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

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

LESSOR(S):

Lessor: L Squared Properties Inc.

BY: J. Luis Aguilar
Title: President

Acknowledgment

STATE OF Texas)
COUNTY OF Tarrant) ss.

This instrument was acknowledged before me on the 18th day of December, 2009 by L Squared Properties Inc. acknowledged by J. Luis Aguilar, as president, on behalf of said corporation. Signature: [Signature] Notary Public Printed: Brad L. Rich

My commission expires: Seal:



EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED NOVEMBER 25, 2009 FROM L SQUARED PROPERTIES INC., AS LESSOR, TO XTO ENERGY INC., AS LESSEE.

BEING 1.89179602 acres, of land more or less, and being described in ONE TRACT(S) as follows:

Being 1.89179602 acres of land, more or less, and being Mc Carthy, D L Subdivision, Lots E Thru H & J, an Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described as a Deed recorded on 4/26/1978 and recorded at Instrument #D178528269 of the Public Records of Tarrant County, Texas.

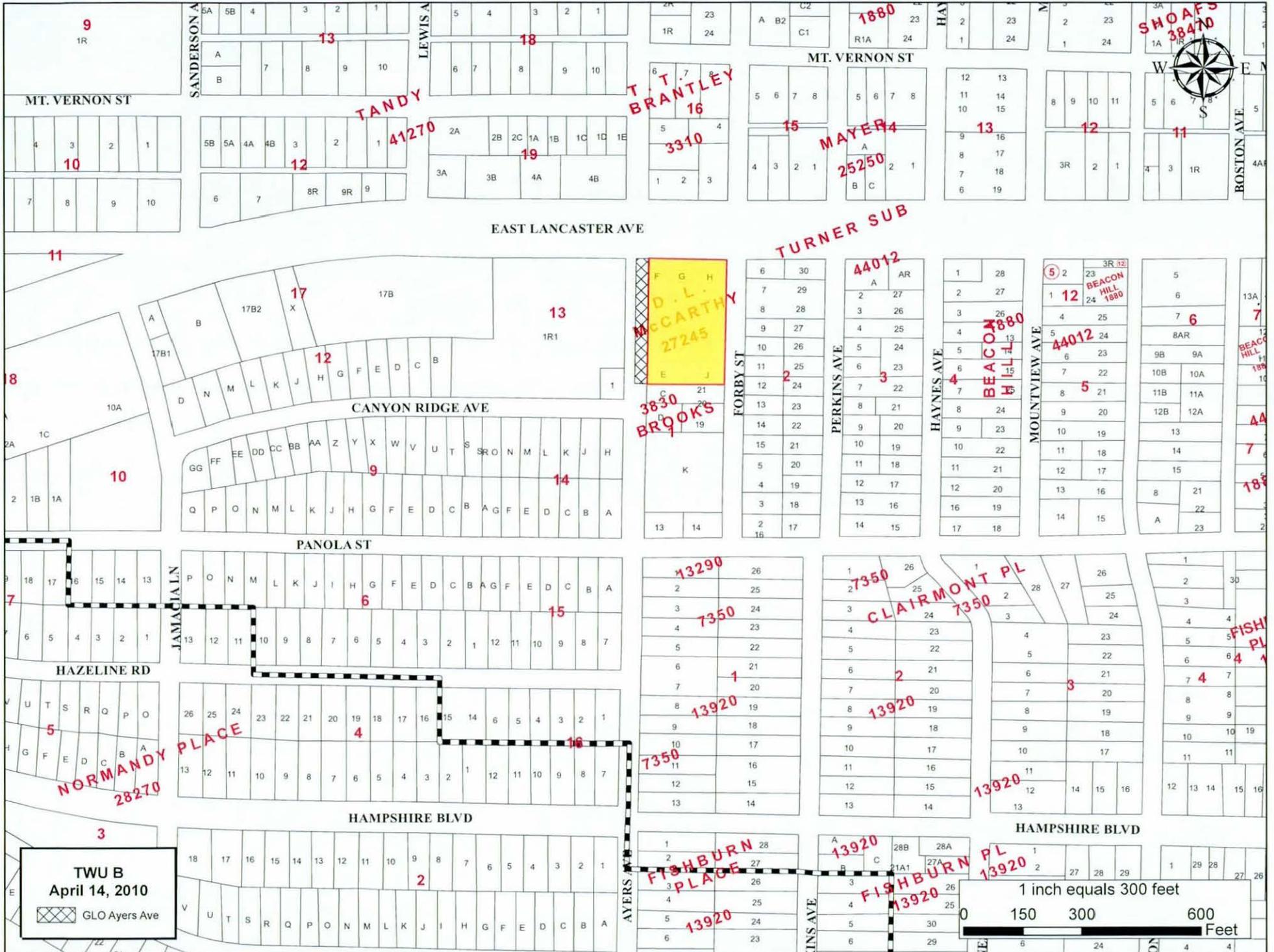
The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 27245--E.

Lessor(s):

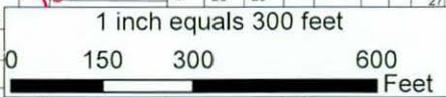
L Squared Properties Inc.

BY: X JLH

Title: President



TWU B
 April 14, 2010
 GLO Ayers Ave



identified on Schedule 1 regarding each of the undersigned Lessor parties' tracts within the Leased Premises shall be conclusive as to determining each of the undersigned Lessor parties' proportionate share of this community lease and for calculations regarding royalty, shut-in, and other payment obligations under this Lease.

This lease does not grant to Lessee any right to explore for or produce any mineral or other substance except for oil, gas and other liquid and gaseous hydrocarbons and their constituent elements, if any, produced in association with oil or gas. This lease is a communitized lease and each of the Lessor parties own an interest in one or more tracts included within the Leased Premises covered by this Lease. The Lessors' interests in all oil and gas in and under the Leased Premises are intended to be communitized. It is agreed among the Lessors that the royalty proceeds accruing to the Leased Premises for the duration of this lease shall be contractually shared among the several Lessors, their successors and assigns, in proportion to their net mineral acre ownership in the total net mineral acres in the Leased Premises held under this lease.

2. **PRIMARY TERM.** This lease shall remain in force and effect for a term of five (5) years from the Effective Date set out above (herein called "Primary Term"), and as long thereafter as there is production in paying quantities or a well capable of producing in paying quantities pursuant to paragraph 4 below, from any portion of the Leased Premises. If at the end of the primary Term, or at any time thereafter, this lease is not otherwise being maintained in force and effect but Lessee is then engaged in actual drilling, reworking, recompleting, fracing, repairing, or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than sixty (60) consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

3. **ROYALTY.** As royalty, Lessee covenants and agrees to pay to Lessors:

(a) TWENTY-SIX AND A HALF percent (26.5%), of all oil and gas and other liquid hydrocarbons, produced and saved from the Leased Premises, to be delivered at Lessors' option at the wellhead or to Lessors' credit at the oil purchaser's transportation facilities on the Leased Premises, or, at Lessors' option, 26.5% of the value thereof, all free of all costs and expenses. All oil and liquid hydrocarbons (including those referred to in paragraph (c) below) shall be measured in tanks of Lessee or by accurate liquid meters.

(b) Twenty Six and a half percent (26.5%) of the value at the well, subject to the provisions herein, of all gas (including casinghead gas) and all other substances (excluding oil) covered hereby. For purposes hereof, "value" is defined as the price actually received by Lessee for the sale of gas and all other substances (excluding oil) produced and saved hereunder, provided the same is sold under an arms-length and competitively negotiated contract for the sale of such product. Upon request, Lessee shall make available for Lessors' review a summary of the pricing provisions of any gas contract entered into between Lessee and such unaffiliated entity for gas sold from the Leased Premises; and Lessors shall not disclose the terms of such contract to any party without the prior written consent of Lessee. Lessors shall also be entitled to their

26.5% royalty share of any take-or-pay or similar payments received in connection with any gas contract modification or termination.

(c) Notwithstanding anything herein to the contrary, it is expressly understood and agreed and made an express condition of this lease, that Lessors' royalties accruing under this lease shall be determined and delivered to Lessors free of any deduction for any affiliated costs of development, production, compression, processing, treating, gathering, transportation, delivery, marketing, or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil or gas. However, if a third party, that is not an affiliate of Lessee, compresses, transports, processes or treats gas produced from the Land, Lessors' royalty will bear its proportionate share of costs and expenses associated therewith; provided, however, said unaffiliated costs and expenses shall never exceed \$0.55 per Mcf. Additionally, Lessors' royalty will bear its share of taxes of any character applicable to Lessors' share of production that are paid by Lessee. It is the intent of the parties that the foregoing provisions of this subparagraph 3(c) are to be fully enforceable and effective and are not to be construed as "surplusage" under the principles set forth in *Heritage Resources v. NationsBank*, 939 S.W.2d 118 (Tex. 1997). In the event that any part of this Paragraph (c) is deemed to be unenforceable as it relates to expenses accruing to the Royalty Interest, those expenses accrued to the Royalty Interest shall be reimbursed with subsequent Royalty payments.

(d) After the expiration of the primary term, if there is a well capable of producing gas in paying quantities on the Leased Premises or lands pooled therewith, but the well is shut-in for any reason for a period of ninety (90) consecutive days and this lease is not then being maintained by other production or operations, then on or before sixty (60) days following the end of such ninety (90) day period, Lessee shall tender or pay as shut-in royalty hereunder the sum of \$20,000 per shut-in well, divided proportionately among the undersigned parties, which payment shall maintain this lease in full force and effect for a period of one (1) year from the date such well is shut-in, and it will be considered that gas is being produced hereunder in paying quantities. Lessee may exercise its right to make shut-in royalty payments as provided for herein from time to time. Notwithstanding anything to the contrary contained in this lease, should a shut-in royalty payment not be properly made in a timely manner as provided for in this lease to an undersigned Lessor, unless there is then in effect another applicable preservation provision of this lease, such Lessor may, at Lessor's option, elect to terminate that portion of this Lease covering such Lessor's tract(s) included within the Leased Premises by sending written notice to Lessee by certified mail. Lessee shall then have thirty (30) days from the date of service of such written notice in which to avoid termination of the applicable portion this lease by making or causing to be made the proper shut-in royalty payment. If such shut-in royalty payment is not made on or before the expiration of said 30 day period, or written approval is not obtained from Lessor to defer such payment, Lessor may elect to terminate the applicable portion of this lease by filing a Notice of Termination with the County Clerk in the county where the lease premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk. Notwithstanding anything herein to the contrary, this lease shall not be maintained by shut-in royalty payments for a period longer than two (2) consecutive years. A well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such the well is shut-in shall be when the completion report is filed with the Texas Railroad Commission.

(e) No more than once every twelve (12) months, Lessors shall have the right but not the obligation to appoint a single representative to audit the accounts and records of Lessee, its successors and assigns, relating to the Leased Premises and to its operations under this lease; provided, however, such audit rights shall not extend to any period or periods twenty-four (24) months prior to the date of such audit notice. Lessors may appoint any duly qualified representative to conduct such audit after written notice to Lessee at Lessee's last known address of the identity of the person to conduct the audit on behalf of all Lessors, such audit to be conducted within sixty (60) days following written notice to Lessee. Such right shall be exercised by Lessors by giving Lessee written notice and such audit shall only be conducted during usual and customary business hours. If the audit reveals an underpayment greater than \$50,000, Lessee shall reimburse Lessors for the costs of the audit within a reasonable period of time after presentation of such audit invoice to Lessee but in no event shall such payment occur after the expiration of ninety (90) days following presentation to Lessee of such invoice.

(f) Unless there is a reasonable title dispute or question as to title, Initial royalty payments shall be due within one hundred and twenty (120) days after the end of the month in which first sales are made. All subsequent royalty payments shall be due within thirty (30) days after the end of the month for oil and sixty (60) days for gas in which production is sold. Should Lessee fail to pay such royalty within such time, then Lessee shall pay to Lessors interest on said accrued royalties at the rate of the lesser of the maximum rate permitted by law or the average prime interest rate charged by the two largest banks in Tarrant County, Texas, plus two percent (2%), from the due date until the date of payment. The rights of Lessors under this paragraph shall be in addition to, and not in lieu of all rights Lessors may have as to payment of royalty under V.T.C.A. Natural Resources Code §§ 91.401 through 91.405.

(g) The term "affiliate of Lessee", as used herein, means and includes any individual, firm, corporation, partnership, limited liability company, association, joint stock company, pension fund, trust or trustee thereof, estate or executor thereof, unincorporated organization or joint venture, or any other legally recognizable entity that (a) directly or indirectly owns, controls or holds with power to vote 10% or more of the outstanding voting securities of Lessee, (b) 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by Lessee, or (c) directly or indirectly controls, is controlled by or is under common control with Lessee. In the event gas, oil or byproducts shall be sold to an affiliate of Lessee, the value of such shall be determined through the use of market value index prices for the month of production as set forth in Published Indices. For purposes of this lease, "Published Indices" must be industry recognized published price references, unaffiliated with Lessee, which reflect the market value for oil, gas, or byproducts produced in Tarrant County, Texas. In the event Published Indices are unavailable for gas produced in Tarrant County, Texas, Published Indices for the Houston Ship Channel shall be used, with an appropriate deduction for the cost of transmission of the gas through common carrier transmission lines from the field to the Houston Ship Channel. The Published Indices relied upon to determine the value of Lessors' oil, gas or byproducts may be changed from time to time in order to always reflect the true market value of the oil, gas or byproducts produced from the Leased Premises.

(h) If Lessor owns a mineral interest in the Leased Premises less than the entire mineral estate, the royalties to be paid Lessor shall be reduced proportionately.

4. **PAYING QUANTITIES.** For purposes hereof, "paying quantities" is defined as revenue from the sale of production from a well sufficient to return a profit, after deduction of royalties,

overriding royalties and production taxes, over and above all direct operating costs, including capital costs or district office overhead not directly attributable to the Leased Premises, for any consecutive six (6) month period, without regard as to whether a reasonably prudent operator would continue to operate such well or wells.

5. **POOLING.** Lessee is hereby granted the right to pool all or any portions of the Leased Premises with other adjoining land, lease, or leases, into pooled units for a horizontal well (or wells), however, each pooled unit shall not exceed six hundred and forty (640) acres (the "**Pooled Unit**"). Lessee shall execute an instrument identifying the Pooled Unit and file it for record in the public office in which this lease is recorded and, upon request, provide a copy thereof to Lessors. If operations are being conducted for drilling on or production of oil or gas from any part of the Pooled Unit, such operations or production shall be considered as operations for drilling on or production of oil and gas from the Leased Premises. For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and gas from any pooled unit, there shall be allocated to the Leased Premises that pro rata portion of the oil and gas produced from the Pooled Unit which the number of surface acres of the Leased Premises included in the Pooled Unit bears to the total number of surface acres included in the Pooled Unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the Pooled Unit that pro rata portion of all of the oil and gas, or either of them, produced from the Pooled Unit which the number of surface acres covered by this lease and included in the Pooled Unit bears to the total number of acres in the Pooled Unit. All of the undersigned parties shall participate proportionately in any part of the Leased Premises that is included in a pooled unit.

6. **CONTINUOUS OPERATIONS.** After the primary term, if Lessee drills a well which is incapable of producing in paying quantities (hereafter "dry hole") on the leased premises or on lands pooled therewith, or if production (whether or not in paying quantities) permanently ceases due to any cause, including a revision of unit boundaries pursuant to the pooling provisions of this lease or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production from the leased premises or from lands pooled therewith within ninety (90) days after completion of operations on such dry hole or within ninety (90) days after such cessation of production. If at the end of the primary term, or any time thereafter, this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than ninety (90) consecutive days; and, if any such operations shall result in the production of oil or gas as governed by the terms of this lease, as long thereafter as there is production in paying quantities from the leased premises or from any lands pooled therewith. After completion of a well capable of producing in paying quantities according to the terms hereof, Lessee shall drill such additional well or wells on the leased premises or on lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to any formations then capable of producing in paying quantities from the leases premises or from lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith.

7. **ASSIGNMENT.** The interest of the parties hereunder may be assigned, mortgaged or transferred in whole or in part, but no change or division in ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder. No change or division in ownership permitted hereunder shall be binding on Lessor until thirty (30) days after Lessee has been furnished the original or certified or duly authenticated copies of the documents evidencing such change of ownership. The rights and obligations of the parties hereunder shall extend to their respective heirs, successors and assigns. All assignments and subleases by Lessee must require the assignee or sublessee to assume all of Lessee's obligations under this Lease.

8. **PROTECTION OF THE SURFACE.**

(a) Notwithstanding anything herein to the contrary, but subject to subparagraph 7(b) below, Lessee, its successors and assigns, shall have no right to enter upon, conduct any drilling or other surface operations of any nature, or place any facilities or structures of any kind on, over or across, any portion of the surface of the Leased Premises (including, but not limited to, exploration activities of any nature, the laying of pipelines, the building of roads, tanks, power stations, telephone lines, flow lines, electric power lines, tank batteries, or treaters). Provided however, Lessee shall have the limited right to enter the Leased Premises with a subsurface horizontal or directional well bore in an effort to explore for and develop oil and gas under the Leased Premises, provided that such operations do not interfere with the surface of the Leased Premises or the subsurface support of any improvements constructed on the Leased Premises. Lessee shall make all reasonable efforts to comply with the Gas Drilling Ordinance of the City of Fort Worth limiting use to commercially designated routes and further agrees not to use residential or neighborhood streets or thoroughfares in developing the leased premises, any lands pooled therewith or otherwise.

(b) No seismic or other geophysical operations may be conducted by Lessee other than vibrosis seismic operations. No bulldozers, earth moving, explosives or brush clearing machines may be used in any seismic operations conducted on the Leased Premises without the prior written consent of Lessors. Lessee must strictly comply with all state, city and county regulations inclusive of any Federal regulations governing seismic activities to the extent not pre-empted by Texas law. Lessee agrees to minimize surface disturbances, and at the conclusion of the operations any surface disturbances will be restored and any debris will be removed from the Land within a reasonable period of time, and Lessee agrees to restore the surface topography to the condition it was in immediately preceding the commencement of such seismic operations. Lessee agrees to pay directly to any damaged party any damages caused by its seismic operations with such damages to be paid by Lessee within a reasonable period of time after liability has been assessed and become reasonably clear irrespective of whether such damage is suffered by a party to this agreement or by an affected property owner.

9. **INDEMNITY:** Lessee, its successors and assigns, agree to release, indemnify, and hold harmless Lessors, and their respective officers, owners, family members, guests, invitees, and any of their heirs, successors, agents and employees (collectively, the **"Indemnified Parties"**), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively **"Claims"**), **INCLUDING CLAIMS CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE, OMISSION OR STRICT**

LIABILITY OF ANY OF THE INDEMNIFIED PARTIES (EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT), which are caused by the activities of Lessee and Lessee's agents, invitees, guests, contractors, oil or gas purchasers, oil or gas transporters, servants and employees, whether acting within the scope of their employment or not, and whether negligent or not, on the Leased Premises, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of the Leased Premises and any Claims arising from the production or transportation of oil or gas produced from the Leased Premises or lands pooled therewith. For purposes of this Paragraph 8 and Paragraph 9 of this lease, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes. The Lessee's obligations in this Paragraph 8 shall survive the termination of this lease.

10. **ENVIRONMENTAL LIABILITY.** As used in this lease, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced in paragraph 8 of this lease. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Lessee agrees, for the benefit of the Lessors, (1) to remove from the Leased Premises, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Lessee (including its drillers and other contractors), (2) to perform Remedial Work where the need therefore arises in connection with Lessee's (including its drillers' and other contractors') operations or activities on the Leased Premises or any adjacent property, and (3) to comply in all respects with all laws governing operations by Lessee (including its drillers and other contractors) and Remedial Work on or associated with the Leased Premises and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Lessee under the supervision of an engineer selected by Lessee. All costs and expenses of Remedial Work resulting from Lessee's (including its drillers' and other contractors') operations shall be paid by Lessee, including, without limitation, the charges of such contractors and/or the consulting engineer and Lessors' reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Lessee shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lessors may (but shall not be required to), after first giving Lessee thirty (30) days notice of its failure and Lessee's continued failure to perform, cause such Remedial Work to be performed and Lessee will reimburse all reasonable costs of same on demand. The provisions of this paragraph shall not constitute approval or obligate Lessors to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the Leased Premises for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Lessee will notify Lessors of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the Leased Premises or any adjoining property and provide Lessors with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Lessee pursuant to any law and (2) any report of and response to

any such release including all Remedial Work. Lessee, its successors and assigns, in accordance with the provisions of paragraph 8, will release, indemnify, pay and protect the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual presence or release of any Hazardous Materials in connection with the operations of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees on the Leased Premises or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by Lessors, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the Lessors. The Lessee's obligations in this Paragraph 9 shall survive the termination of this lease.

11. **INSURANCE.** Lessee, at its own expense, shall maintain a general liability insurance policy (covering both bodily injury and property damage and covering its indemnity obligations under paragraphs 8 and 9 of this lease) in an amount of not less than \$5,000,000.00 combined single limit. Lessee shall also, at its own expense, carry worker's compensation insurance as required by law.

12. **FORCE MAJEURE.** Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon, from producing oil or gas therefrom, by reason of fire, storm, flood, war, riot, strike or by act of God, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended for a period not to exceed two (2) consecutive years, and Lessee shall not be liable in damages for failure to comply therewith, and this lease shall be extended for a period not to exceed two (2) consecutive years while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on, or producing oil and gas from, the Leased Premises or lands pooled therewith, and the time while Lessee is so prevented shall not be counted against Lessee. Lessee shall advise Lessors in writing within thirty (30) days of the date Lessee claims any obligation is suspended, setting forth in reasonable detail such facts as Lessee relies upon to make the provisions of this paragraph applicable and Lessee must make every reasonable attempt to cure any force majeure event on an ongoing basis during such period of force majeure. To the extent any law, rules, regulations or orders are less restrictive than the terms of this Lease, this Lease shall control.

13. **RELEASE AND VERTICAL PUGH CLAUSE.** Lessee may, at any time and from time to time, deliver to Lessors in recordable form or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. In any event, upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessors a recordable release as to such portion or portions of this Lease which have terminated under the terms of this Lease. Upon the expiration of the primary term of this Lease, upon the expiration of any extension or renewal of the primary term, or after cessation of operations as provided herein, whichever occurs last, this Lease shall terminate as to all rights lying below one hundred feet (100') below either (1) the deepest depth drilled in any well drilled on the leased premises or on lands pooled therewith or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on the leased premises or on lands pooled therewith, whichever is the deepest; provided, however, if Lessee is then engaged in operations on the leased premises or on lands pooled therewith, this Lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

14. **NOTICES.**

(a) To Lessee. All notices to Lessee from Lessors shall be sent to the following address:

Producer/Driller: XTO Energy Inc.
Address: 810 Houston Street
City/St/Zip: Fort Worth, Texas 76102

Lessors shall be notified in writing of any change of address, or of the party to receive notice on behalf of Lessee.

(b) To Lessors. Lessors shall be notified at the addresses shown on Schedule I attached hereto. Lessors shall notify Lessee of any change of address for notification purposes.

15. **WARRANTY.** Lessor makes no warranty of any kind with respect to title to the surface or mineral estate in the leased premises or any portion of or interest therein. All warranties that might arise by common law or by statute, including but not limited to § 5.023 of the Texas Property Code (or its successor), are excluded. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the leased premises. Lessee assumes all risk of title failures.

16. **NOISE.** Noise levels and restrictions associated with Lessee's operations on any drill site utilized for the development of the Pooled Unit shall conform to the City of Fort Worth Drilling Ordinance, as amended (the "Ordinance") inclusive of any Federal regulations governing noise production to the extent not pre-empted by Texas law; provided, however, said noise levels shall never exceed the following:

(a) No well drilled which affects the leased premises shall create noise levels, when measured from the nearest residence covered by this Lease, which exceed the Ambient Noise Level (as defined in the Ordinance) by more than five decibels during daytime hours and more than three decibels during nighttime hours. Fracing operations may not exceed the Ambient Noise Level by more than ten decibels. Backflow operations may not exceed the Ambient Noise Level by more than five decibels during nighttime hours.

(b) Adjustments to the noise standards as set forth above may be permitted in accordance with the following:

- (i) A permitted increase of five decibels for a cumulative period not to exceed 15 minutes during a one hour period.
- (ii) A permitted increase of ten decibels for a cumulative period not to exceed five minutes during a one hour period.

- (iii) A permitted increase of 15 decibels for a cumulative period not to exceed one minute during a one hour period.
- (iv) A permitted increase of 20 decibels for a cumulative period not to exceed one minute during a one hour period.

17. **COMPRESSORS.** Lessee shall not locate compressors for the compression of gas within the Leased Premises, save and except the tracts which are more particularly described on attached Exhibit B, which are within the boundaries of the Leased Premises.

18. **DUST, VIBRATION AND ODORS.** Lessee's operations on any drill site or other facility utilized for the development of the Pooled Unit shall be conducted in such a manner as to comply with the City of Fort Worth Drilling Ordinance, as amended, regarding dust, vibration, or noxious odors on the Leased Premises.

19. **LIGHTS.** Lessee shall comply with the City of Fort Worth Drilling Ordinance, as amended, as it relates to all lighting on any drill site or other facility utilized for the development of the Pooled Unit.

20. **WAIVER.** No waiver of any of the provisions of this lease shall be deemed or constitute a waiver of any other provision of this lease, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Lessors to enforce any provision of this lease shall not be deemed nor shall constitute a waiver of the right of Lessors to enforce such provision.

21. **DRILL SITE.** (a) Lessee agrees that at no time will a well be drilled from a location within the Leased Premises, save and except the tracts which are more particularly described on attached Exhibit B, which are within the boundaries of the Leased Premises. All drill sites will comply with all requirements of the City of Fort Worth Landscape Ordinance. Lessee further agrees that access to and from the drill site will not be from any residential street or right of way without the written approval of 100% of the affected property owners.

22. **LAW AND VENUE.** The rights and duties of the parties under this lease shall be governed by the laws of the State of Texas. Venue for any action to enforce Lessee's obligations hereunder shall lie in Tarrant County, Texas

23. **HEADINGS.** The paragraph headings in this lease are for convenience only, and shall not be considered in interpretation or construction of any provision of this lease.

24. **SUCCESSORS AND ASSIGNS.** All terms, provisions and obligations of this lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legal representatives, administrators, permitted successors and assigns.

25. **ATTORNEYS' FEES.** If either party is forced to hire legal representation to enforce any express or implied obligation of this lease or defend any allegation of breach, and receives a favorable judgment from a court of competent jurisdiction, then the non-prevailing party shall reimburse the prevailing party for all costs of such legal proceedings, including reasonable attorneys' fees, expert witness fees and all costs.

26. **COMPLIANCE WITH LAW.** Lessee covenants that it will strictly comply with all applicable laws, regulations and ordinances in conducting all operations under this lease.
27. **LESSORS' ACCESS TO INFORMATION.** Upon written request, Lessee shall make available to Lessors' nominee for review at Lessee's offices: (1) the daily drilling reports for each Pooled Unit well; and, (2) any title opinions and/or division order opinions, abstracts or other records or opinions reflecting upon any of the Lessors' title to the leased premises. Lessors' nominee may review, at Lessee's principal offices, all filings with the Railroad Commission of Texas, and any other governmental agency, including logs, and other test results of the potential of the Leased Premises to produce oil or gas. All of the foregoing information that is not available to the public shall be kept confidential by Lessors during the term of this Lease.
28. **ENCUMBRANCES.** This lease is subject to all licenses, permits, easements, rights of way, surface leases, restrictive covenants, and other contracts of Lessors, or their predecessors in interest, affecting the Leased Premises.
29. **COUNTERPARTS.** This lease may be executed in multiple counterparts, all of which shall be deemed to constitute one instrument.
30. **PROPORTIONATE REDUCTION.** If Lessor owns a mineral interest in the Leased Premises less than the entire mineral estate, the royalties to be paid Lessor shall be reduced proportionately.
31. **SUBORDINATION.** Notwithstanding anything contained herein to the contrary, neither Lessee nor Lessee's assigns shall ever require a subordination, partial release of lien, release of lien, consent or other documentation from any lender of Lessors that has a lien on said land as a condition to Lessors receiving any subsequent royalty payment, unless the wellbore penetrates the leased premises or is located within 330 feet from the leased premises, in which case Lessee shall notify Lessor. However, Lessors will cooperate with any reasonable effort of Lessee, at Lessee's sole expense, to obtain same from Lessors' lender on behalf of Lessors. In the event Lessee is unable to obtain a subordination agreement from any lien holder of a lien affecting the leased premises, Lessee is hereby permitted to discharge any tax, mortgage, or other lien or interest and other charges on the leased premises, and in the event Lessee does so, Lessee will have the option of applying the royalties accruing to Lessors toward payment of same and Lessee shall be subrogated to the rights of the holder thereof. In the event Lessee must exercise its discharging rights herein granted, Lessee shall provide prior written notice to Lessor.
32. **AMENDMENT OF THIS LEASE.** In the event it is necessary to amend any legal description of a tract covered by this Lease, Lessee shall only be required to obtain the Amendment from the owner of the affected tract. In the event it becomes necessary to amend any other provision of this Lease, Lessee shall be required to obtain signatures for the Amendment from (66.67%) of the undersigned parties.
33. **OFFSITE OPERATIONS.** As a result of land development in the vicinity of the lease premises, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on the lease premises or other leases in the vicinity, it is

agreed that any such operations conducted at a surface location off of the lease premises or off of lands with which the lease premises are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the lease premises or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on the lease premises. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

34. **WELL COMMITMENT.** In the event Lessee fails to drill three wells attributable to the leased premises within the primary term of this Lease, and if this Lease is otherwise maintained at the expiration of the primary term, Lessee hereby agrees to drill an additional well or wells within one year after the expiration of the primary term, to insure that there are at least three wells attributable to the leased premises. If this Lease remains in force after the expiration of the primary term, and Lessee has failed to drill two additional wells attributable to the leased premises within one year from the expiration of the primary term, Lessee shall pay liquidated damages in the amount of \$200,000 for each well not drilled within one year after the expiration of the primary term, which shall be divided equally among the undersigned parties. For example, if this Lease is maintained by a single well at the expiration of the primary term, Lessee hereby agrees to drill two additional wells within one year after the expiration of the primary term. If, at the expiration of the primary term, Lessee has drilled two wells attributable to the leased premises, Lessee hereby agrees to drill one additional well within one year from the expiration of the primary term. If Lessee has drilled three or more wells attributable to the leased premises before the expiration of the primary term, Lessee is not obligated to drill additional wells attributable to the leased premises. The liquidated damages described herein shall be in lieu of releasing any acreage covered by this Lease.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date stated herein.

LESSEE:

XTO Energy Inc., a Delaware corporation

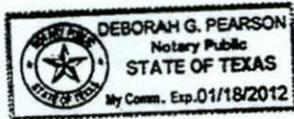
By: Edwin S. Ryan, Jr. 
Edwin S. Ryan, Jr.
Senior Vice President – Land Administration

LESSORS:

See signatures, addresses and acknowledgements on Schedule I attached hereto.

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 19th day of March 2008, by Edwin S. Ryan, Jr., as Sr. VP-Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation



Deborah G. Pearson
Notary Public, State of Texas

EXHIBIT "A"
Leased Premises

Being a 4,142 acre tract of land situated in and being a part of the following Abstract Surveys: J. Sanderson Survey, Abstract 1430; E. Daggett Survey, Abstract 431; W. Mann Survey, Abstract 996; J. Sublett Survey, Abstract 1409; J. Ringer Survey, Abstract 1287; J. Armendaris Survey, Abstract 1773; W. McFadin Survey, Abstract 1076; E. Johnson Survey, Abstract 852; J. Lynch Survey, Abstract 942; P. Welch Survey, Abstract 1642; J. Blackwell Survey, Abstract 148; P. Anderson Survey, Abstract 32; J. Purvis Survey, Abstract 1228; W. Edwards Survey, Abstract 471; W. White Survey, Abstract 2019; MFG. CO. Survey, Abstract 1783; W. Tandy Survey, Abstract 1538; J. Cole Survey, Abstract 317; E. Jones Survey, Abstract 841; A. Jordan Survey, Abstract 888; M. Garrison Survey, Abstract 597; P. Ahlers Survey, Abstract 33; D. Dulany Survey, Abstract 411; G. Butt Survey, Abstract 117; W. Hudson Survey, Abstract 718; C. Johnson Survey, Abstract 872; J. Balch Survey, Abstract 82; J. H. Survey, Abstract 1822; J. Martin Survey, Abstract 1133; J. Brandon Survey, Abstract 209; D. Helms Survey, Abstract 812; W. Baker Survey, Abstract 101; W. Mann Survey, Abstract 995; R. Collins Survey, Abstract 351; I. Caradine Survey, Abstract 357; S. Jennings Survey, Abstract 843; Tarrant County, Texas and being described as follows:

Beginning at a point in the centerline intersection of Interstate Highway 30 and Riverside Drive;

Thence departing said intersection, in a northeasterly direction, and along the centerline of said Interstate Highway 30, crossing Beach Street at its intersection with Interstate Highway 30, crossing Oakland Boulevard at its intersection with Interstate Highway 30, crossing Bridgewood Drive at its intersection with Interstate Highway 30, and continuing along the centerline of said Interstate Highway 30 to its centerline intersection with Loop 820;

Thence departing the intersection of Interstate Highway 30 and Loop 820, in a southwesterly direction, and along the centerline of Loop 820, crossing Brentwood Stair Road at its intersection with Loop 820, crossing Meadowbrook Drive at its intersection with Loop 820, crossing East Lancaster Avenue at its intersection with Loop 820 and continuing along the centerline of said Loop 820 to its centerline intersection with the Union Pacific Railroad right-of-way;

Thence departing the intersection of Loop 820 and the Union Pacific Railroad right-of-way, in a northwesterly direction, and along the centerline of the Union Pacific Railroad right-of-way, crossing Tierney Road at its intersection with the Union Pacific Railroad right-of-way, crossing Oakland Boulevard at its intersection with the Union Pacific Railroad right-of-way, crossing Ayers Avenue at its intersection with the Union Pacific Railroad right-of-way, crossing Beach Street at its intersection with the Union Pacific Railroad right-of-way, and continuing along the centerline of said Union Pacific Railroad right-of-way to its centerline intersection with the aforementioned Riverside Drive;

Thence departing the intersection of the Union Pacific Railroad right-of-way and Riverside Drive, in a Northerly direction, and along the centerline of said Riverside Drive, crossing East Lancaster Avenue at its intersection with Riverside Drive, and continuing along the centerline of said Riverside Drive to the place of beginning and containing 4,142 gross acres of land more or less.

END OF EXHIBIT "A"

EXHIBIT "B"

8.93 acres of Block 2A; lots 1R-16R, lot A, lot B, lot D, and a portion of lot C, Block 3A, and Block 4A of the W. Q. Kuykendall Consolidated Subdivision recorded in Volume 388-11 Page 104 of the Plat Records of Tarrant County, Texas;

21.04 acres being all of that certain called Tenison Industrial Addition a subdivision of Tarrant County, Texas, and all of that certain called Jack Elkins Subdivision a subdivision of Tarrant County, Texas;

END OF EXHIBIT "B"

MEMORANDUM OF OIL AND GAS LEASE

State: Texas
County: Tarrant
Lessor: See Schedule I (s) attached
Lessor's Address: See Schedule I (s) attached
Lessee: XTO Energy Inc.
Lessee's Address: 810 Houston Street, Fort Worth, Texas 76102
Effective Date: April 1, 2008

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

See Schedule I attached to and made a part hereof for complete description:

The Oil and Gas Lease (the "Lease") is for a primary term of Five (5) years from the Effective Date stated above, and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum of Oil and Gas Lease for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee.

This Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any leases. Additionally, this Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any part of the Lands.

This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

Lessor(s):

See Schedule I attached hereto: _____

After Recording Return To:
Eddie Cornelius
C/o Carla Petroleum, Inc.
16990 Dallas Parkway, #126
Dallas, Texas 75248

SCHEDULE I

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

DESCRIPTION OF LAND BEING LEASED

Being 0.2832 acres, more or less, and being further described as follows:

Blk 1 N Pt 20 & S Pt 21, Turner Subdivision Beacon Hill, an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated 12/1/1990 and recorded as Instrument #D193017666 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 44012-1-20-30.

LESSOR(S):

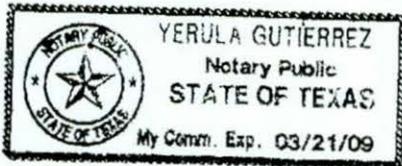
X *Mike Crader*
Mike Crader
1904 Nottingham Blvd
Fort Worth, TX 76112-4160

X _____

ACKNOWLEDGMENT

STATE OF Texas County of Tarrant

This instrument was acknowledged before me on the 27 day of May, 2008 by Mike Crader.



Signature *Yerula Gutierrez*
Notary Public

Printed Yerula Gutierrez

My commission expires: 3-21-09

Seal:



EDDIE CORNELIUS
C/O CARLA PETROLEUM INC
16990 DALLAS PKWY #126
DALLAS TX 75248

Submitter: CARLA PETROLEUM INC

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

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

Filed For Registration: 06/17/2008 04:31 PM
Instrument#: D208232928
LSEM 69 PGS \$284.00

By: _____



D208232928

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

Printed by: CN

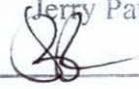
5.

File No. MF 110886

Lease

Date Filed: 4/6/10

Jerry Patterson, Commissioner

By 

121

CARLA PETROLEUM, INC.
16990 DALLAS PKWY., SUITE 126
DALLAS, TX 75248
(972) 733-1934

BANK OF AMERICA, NA
DALLAS, TX 75211
32-002/1110

41399

10706821

4/14/2010

PAY TO THE ORDER OF GENERAL LAND OFFICE

~~\$~~ **100.00

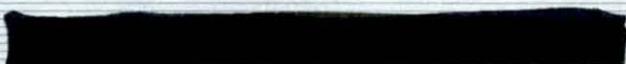
One Hundred and 00/100***** DOLLARS 

GENERAL LAND OFFICE

MEMO

TWU B Processing Fee

 MP

⑈041399⑈ 

01.07.14

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

Receiver Payment Form

Date: 4/16/10

Mail Code: _____

Check:

RECEIVED
APR 16 2010
RECEIVER'S OFFICE

Cash: _____

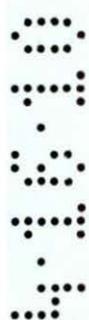
Amount of Payment 100.00

Account Holder Name Carla Petroleum Inc

For Processing Fee

Return Distribution Slip To _____

Received By: JE



File No. MF 110886

See payment
Date Filed: 4/16/10
Jerry Patterson, Commissioner

By: [Signature]

RECEIVED
JERRY PATTERSON
APR 16 2010

4.10.10

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 4th, 2010

Mr. Blake Everett
Agent for XTO Energy, Inc.
Carla Petroleum, Inc.
16990 Dallas Parkway, Suite 126
Dallas, TX 75248

Dear Mr. Everett,

Re: State of Texas HROW Lease # **MF110886**

Enclosed you will find an original executed Highway Right-of-Way Lease for Tarrant County. Please proof your lease before filing it of record.

Please refer to this lease number in all future correspondence concerning this lease. Thank you for your assistance in this request.

Please review Section 4c regarding pooling, and ensure the GLO receives a copy of the recorded unit designation on this lease. Please send copies of the recorded Unit Designations and plats to my attention as soon as possible.

If you have any questions please feel free to contact my direct phone number, or email listed below, or you may contact Drew Reid at 512-475-1534.

Best regards,

Beverly Boyd
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

COBA

7.

File No MF 110886

930 letter

Date Filed: 5/4/10

Jerry Patterson, Commissioner

By [Signature]

001365995

IN PAYMENT OF BONUS/DELAY RENTAL/SHUT-IN ROYALTY/MIN. ROYALTY TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN

LEASE NO.	EFFECTIVE DATE	COUNTY	STATE	RECORDED		RENTAL PERIOD		CHECK NO.
				BOOK	PAGE	MOS.	BEGINNING	
						One Time Only	05/14/2010	9587706

PROPERTY DESCRIPTION:

PAYMENT MESSAGE:

.225 GROSS ACRES MWL IN THE DL MCCARTHY'S SUBDIVISION TARRANT CO TEXAS
PROSPECT-MEADOWBROOK TA (AS)

PAYEE MESSAGE:

121 10707807

MF # 110884

DEPOSIT TO CREDIT OF:

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE
AUSTIN TX 78701-0000

TOTAL AMOUNT: \$548.10
PAYEE AMOUNT: \$548.10
BANK CHARGE: \$0.00

ACCOUNT NO.

PAYABLE TO:

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE
AUSTIN , TX 78701-0000

XTO ENERGY INC.

810 HOUSTON ST., SUITE 2000 - FORT WORTH, TEXAS 76102

RETAIN STUB FOR YOUR RECORDS

CARLA PETROLEUM, INC.

PETROLEUM LAND SERVICES

16990 DALLAS PARKWAY, SUITE 126 • DALLAS, TEXAS 75248
TEL 972-733-1934 FAX 972-733-1935

Brad L. Rich
BRich@Carlapetroleum.com
972-733-1934 x325

May 18, 2010



Drew Reid
GENERAL LAND OFFICE - STATE OF TEXAS
Stephen F. Austin Building
1700 N. Congress Avenue
Austin, Texas 78701

Re: State of Texas HROW Lease #MF 110886

Dear Mr. Reid:

I have enclosed check number 9587706 for \$548.10 as consideration for the above referenced lease with XTO Energy Inc. This payment includes both the 1.5 percent processing fee.

Please feel free to contact me if you have any questions.

Thanks,

Brad L. Rich
Petroleum Landman
Carla Petroleum, Inc.
on behalf of XTO Energy Inc.

Enclosure

8.

File No. MF/10886

Letter 7 forms

Date Filed: 5/19/10

Jerry Patterson, Commissioner

By *[Signature]*

10301803

2010

MF 110886 + MF 112078

Unit 5850

REVISED DIVISION ORDER

Internal Use Only
100W143172-74
S

TO: **XTO ENERGY INC.**
810 Houston Street
Fort Worth, Texas 76102

Date: **August 08, 2013**

Analyst Initials: **APAR**

Property Number: **143172**

Effective Date: **FIRST SALES**

Property Name: **TWU B UNIT 01H**

Product: **GAS**

Operator: **XTO ENERGY INC.**

County & State: **TARRANT COUNTY, TX**

Property Description: **319.542 ACRES, MORE OR LESS, OUT OF THE JOHN RINGER SURVEY, A-1287 IN TARRANT COUNTY TX. The Meadowbrook Community Lease contributes 90.61 acres.**

Owner Name and address:	COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS	OWNER NUMBER:	89042
	PO BOX 12873	Type of Interest:	ROYALTY
	AUSTIN, TX 787112873	Decimal Interest:	0.011333408

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by XTO Energy Inc. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____

Owner(s) Printed Name: _____

Owner(s) Tax ID or SSN: _____

Owner Daytime Telephone #: _____

<p>Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.</p>

***** SIGN AND RETURN THIS COPY TO XTO *****



810 Houston St
Fort Worth, Texas 76102-6298

August 08, 2013

Re: Division Order
XTO Well #143172, TWU B UNIT 01H
TARRANT County, TX

Dear Interest Owners:

You are receiving this Division Order to show the revised interest for the Meadowbrook Community Lease Participants. All interests have been corrected to reflect the acreage shown on Schedule I of the Lease.

Enclosed are two (2) copies of XTO's Division Order (DO) for the captioned well. This DO shows your interest and the address we have on file for you.

This DO is not a contract, and does not alter your lease or any other rights you have. The DO is simply confirmation that the well has reached producing status and confirms your decimal interest in revenues. This DO is also a way for you to provide XTO your preferred mailing address for revenue payments and your social security number for 1099s.

Please note that one copy of the DO is for you to sign and return (see the enclosed instruction sheet for any questions about signing), and one copy is for you to keep for your records.

Along with the DO and instruction sheet, please find enclosed a standard package which includes: a brochure with information about XTO's Interest Owner Relations Online System, and a form with instructions for reading XTO's revenue check detail. **PLEASE NOTE:** If you have previously provided XTO with any of these forms please disregard. If a W9 Form has been included with this Division Order this indicates that XTO does not have a Social Security Number or Taxpayer Identification Number for you on file.

If you have any questions, please call XTO's Interest Owner Relations at 1-866-886-2613, or send an email to divorder@xtoenergy.com.

Yours truly,

XTO ENERGY INC.

Ann L Parr
Division Order Analyst
XTO Energy a subsidiary of ExxonMobil

apar
enclosures

9.

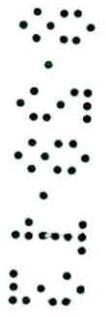
File No. MF-110886

Division Order unit # 5850

Date Filed: 7-21-16

Jerry E. Patterson, Commissioner

By 



ME 11D886
DIVISION ORDER

Internal Use Only
100W143172-72
S

TO: **XTO ENERGY INC.**
810 Houston Street
Fort Worth, Texas 76102

Date: **October 04, 2012**

Analyst Initials: **APAR**

Property Number: **143172**

Effective Date: **FIRST SALES**

Property Name: **TWU B UNIT 01H**

Product: **GAS**

Operator: **XTO ENERGY INC.**

County & State: **TARRANT COUNTY, TX**

Property Description: **319.542 ACRES, MORE OR LESS, OUT OF THE JOHN RINGER SURVEY, A-1287 IN TARRANT COUNTY TX**

Owner Name and address:	COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS	OWNER NUMBER: 89042
	PO BOX 12873	Type of Interest: ROYALTY
	AUSTIN, TX 787112873	Decimal Interest: 0.011333408

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by XTO Energy Inc. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____

Owner(s) Printed Name: _____

Owner(s) Tax ID or SSN: _____

Owner Daytime Telephone #: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

***** SIGN AND RETURN THIS COPY TO XTO *****

DIVISION ORDER

Internal Use Only

100W143172-72

S

TO: **XTO ENERGY INC.**
810 Houston Street
Fort Worth, Texas 76102

Date: **October 04, 2012**

Analyst Initials: **APAR**

Property Number: **143172**

Effective Date: **FIRST SALES**

Property Name: **TWU B UNIT 01H**

Product: **GAS**

Operator: **XTO ENERGY INC.**

County & State: **TARRANT COUNTY, TX**

Property Description: **319.542 ACRES, MORE OR LESS, OUT OF THE JOHN RINGER SURVEY, A-1287 IN TARRANT COUNTY TX**

Owner Name and address: **COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS
PO BOX 12873
AUSTIN, TX 787112873**

OWNER NUMBER: **89042**

Type of Interest: **ROYALTY**

Decimal Interest: **0.011333408**

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Owner(s) Printed Name: _____

Owner(s) Tax ID or SSN: _____

Owner Daytime Telephone #: _____

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***** KEEP THIS COPY FOR YOUR FILES *****

File No. ME110886

Division Order

Date Filed: 10-16-18

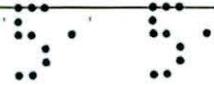
Jerry E. Patterson, Commissioner

By VR

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MF110886
Unit 5850



DIVISION ORDER

Internal Use Only
100W143172-78
3

TO: **XTO ENERGY INC.**
810 Houston Street
Fort Worth, Texas 76102

Date: **April 29, 2014**
Analyst Initials: **APAR**

Property Number: **143172**

Effective Date: **LEASE DATE**

Property Name: **TWU B UNIT 01H**

Product: **GAS**

Operator: **XTO ENERGY INC.**

County & State: **TARRANT COUNTY, TX**

Property Description: **319.542 ACRES, MORE OR LESS, OUT OF THE JOHN RINGER SURVEY, A-1287 IN TARRANT COUNTY TX. The Meadowbrook Community Lease contributes 90.5095 acres.**

Owner Name and address:	COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS PO BOX 12873 AUSTIN, TX 787112873	OWNER NUMBER: 89042
		Type of Interest: ROYALTY Decimal Interest: 0.000182397

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by XTO Energy Inc. (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

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This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil and gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____

Owner(s) Printed Name: _____

Owner(s) Tax ID or SSN: _____

Owner Daytime Telephone #: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

***** KEEP THIS COPY FOR YOUR FILES *****

DIVISION ORDER

Internal Use Only
100W143171-72
S

TO: **XTO ENERGY INC.**
810 Houston Street
Fort Worth, Texas 76102

Property Number: **143171**

Property Name: **TWU A UNIT 01H**

Operator: **XTO ENERGY INC.**

County & State: **TARRANT COUNTY, TX**

Property Description: **JOHN RINGER SURV, A-1287**

Date: **September 28, 2012**

Analyst Initials: **APAR**

Effective Date: **FIRST SALES**

Product: **GAS**

ERC
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Owner Name and address:	COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS PO BOX 12873 AUSTIN, TX 787112873	OWNER NUMBER: 89042
		Type of Interest: ROYALTY Decimal Interest: 0.020556392

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by XTO Energy Inc. (Payor).

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In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____

Owner(s) Printed Name: _____

Owner(s) Tax ID or SSN: _____

Owner Daytime Telephone #: _____

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 Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

***** SIGN AND RETURN THIS COPY TO XTO *****

File No. MF110886 11.

Division Order

Date Filed: 10-16-18

Jerry E. Patterson, Commissioner

By VB

