

MF113074

~~# 5974~~

Unit 10899

iNut 11031

iNut 11032

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF113074	65-902205		TARRANT

<i>Survey</i>	TARRANT COUNTY ROADS	
<i>Block</i>		
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>		
<i>Land Part</i>		
<i>Part Description</i>		
<i>Acres</i>	0.865	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>

Leasing: GH

Analyst: _____

Maps: _____

GIS: ZG

DocuShare: _____

<i>Name</i>	CHESAPEAKE EXPLORATION, LLC
<i>Lease Date</i>	9/13/2011
<i>Primary Term</i>	1 yrs
<i>Bonus (\$)</i>	\$4,323.00
<i>Rental (\$)</i>	\$0.00
<i>Lease Royalty</i>	0.2500



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

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



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| ⑥ Final Letters | 10/4/11 |

Scanned sm 3/6/13

7. Division Order 12/22/15

(See MF-105814 #32, Assign 10291

(Chesapeake et al to) Total 6-26-97

scanned PR 7-7-2017

(See MF 112755 item #15
for Unit 10899 Amended
Ziegler Unit.

(See MF 112142 items #
10 & 11 for units 11031
& 11032

Scanned sm 04/22/2021

The State of Texas



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 113074)
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 **Chesapeake Exploration, LLC**, whose address is **PO Box 18496, Oklahoma City, OK 73154** hereinafter called "Lessee".

1. Lessor, in consideration of **Four Thousand Three Hundred Twenty Five and 00/100 (\$ 4,325.00)**, 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:

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

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **0.865 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **one year**, from **September 13, 2011** 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 **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 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 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 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 **\$ 1,200.00 per well**. 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.

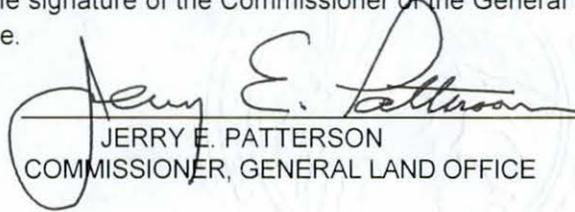
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

EXHIBIT A

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated ____ day of _____, by and between Chesapeake Exploration, L.L.C., as Lessee, and **State of Texas, c/o General Land Office**, as Lessor.

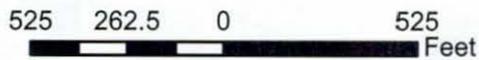
0.340 acres, more or less, situated in Tarrant County, Texas, as described in the following two (2) tracts: TRACT 1: 0.116 acres, more or less, situated in the Mary Horn Survey, Abstract No. 691, known as a portion of Lot 10-A, Block 2, Trentman City Addition, an addition to Tarrant County, Texas, according to the plat recorded in Volume 388-1, Page 321, Plat Records, Tarrant County, Texas, as described in that certain General Warranty Deed dated June 11, 1991, from ELDREN M. WATKINS and BRADY LYNN WATKINS, to CITY OF FORT WORTH, recorded in Instrument no. D191105752. TRACT 2: 0.224 acres, more or less, situated in the G. J. Assabranner Survey, Abstract No. 7, known as a portion of Lot 6, Block 4, Homewood Addition, an addition to Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 127, Plat Records, Tarrant County, Texas, as described in that certain Special Warranty Deed dated November 5, 1990, from MID-WESTERN DEVELOPMENT & REALTY COMPANY, to CITY OF FORT WORTH, recorded in Instrument No. D190209756; all in the Official Public Records of Tarrant County, Texas.

0.525 acres, more or less, situated in Tarrant County, Texas, as described in the following two (2) tracts: TRACT 1: 0.398 acres, more or less, situated in the G. J. Assabranner Survey, Abstract No. 7, and the J. W. Haynes Survey, Abstract No. 767, as described in that certain Warranty Deed (Long Form) dated May 20, 1981, from W & Y, INC., to CITY OF FORT WORTH, recorded in Instrument No. D181516905, TRACT 2: 0.127 acres, more or less, situated in the M. J. Britton Survey, Abstract No. 104, as described in that certain Warranty Deed dated August 25, 1981, from NED B. MCCULLEY, wife DEREMA P. MCCULLEY, and JAMES PARKER MCCULLEY, to CITY OF FORT WORTH, recorded in Instrument No. D181341074; all in the Official Public Records of Tarrant County, Texas.

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Map Showing a Buffer of
Martin St.
0.865 acres
Tarrant County



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



Map Generated by
Zake Guillen
IS/BAS/GIS
September 13, 2011

①

File No. MF 113074

Lease

Date Filed: ~~9/13/11~~ 9/13/11

Jerry E. Patterson, Commissioner

By GH



GLO USE ONLY
STATE LEASE
MF-113079

RECEIVED
8/23/11

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised May 2011

LESSEE Chesapeake Exploration, L.L.C.

ADDRESS P.O. Box 18496, Oklahoma City, OK 73154-0496
[Lessee name and address must be written as they will appear on the Lease.]

HIGHEST ADJACENT BONUS PER ACRE PAID \$ 5,000.00

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

0.865 \$ 4,325.00 Paid 7/21/11
[net acres] [date]

TERM 3yrs (the time remaining on terms of adjoining leases – use longest term remaining not to exceed 3 yrs)

HIGHEST ADJACENT LEASE ROYALTY RATE 25%

HIGHEST ADJACENT LEASE SHUT-IN ROYALTY 1,200.00
[Note: Shut-in royalty will be highest in adjacent leases with a minimum of \$1200/well.]

TOTAL GROSS ACRES IN LEASE 0.865 TOTAL NET ACRES IN LEASE 0.865

COUNTY Tarrant

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:

Portion of Martin Street

Do you control all minerals or leasehold adjacent to the highway/roadway? Yes ___ No

Is the highway/roadway on Relinquishment Act Lands? Yes ___ No

The second page of this Application is a Checklist that **must be filled out and all items furnished** before a Highway Right of Way Lease will be prepared.

For questions:
George Martin
Texas General Land Office
1700 N Congress
Austin TX 78701
512-475-1512
george.martin@glo.texas.gov



APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised May 2011

CHECKLIST

- 1. Cover letter
- 2. Application for Highway Right of Way (HROW) Lease
- 3. Plat showing boundaries and dimensions of right of way tract with highway/roadway labeled. [This will be used to prepare an exhibit to the lease.]
- 4. Processing fee – check attached
- 5. Executed Waivers of Preferential Right to Lease, if necessary.
- 6. Executed Affidavit of Consideration
- 7. Copies of all highway deeds, clipped together
- 8. Copies of adjacent leases, clipped together.
Put tabs on the leases with the highest bonus per acre, highest royalty, highest shut-in royalty and highlight those items on the tabbed page.
- 9. Exhibit "A" to be attached to the lease describing the area being leased (see Guidelines 8.)
- 10. Check to Commissioner of General Land Office for total consideration.
- 11. Check to Commissioner of General Land Office for 1-1/2% sales fee.

Include all the above information in one package and mail or deliver to:

George Martin
Texas General Land Office
1700 N Congress, Suite 840
Austin TX 78701

If you are pooling or unitizing at any time after the State lease has been issued, the following must be provided to the GLO:

- 1. Filled out Information for Highway Right-of-Way Unit Declaration
- 2. Copy of recorded unit designation
- 3. Copy of unit plat

For questions about pooling:

Beverly Boyd
Texas General Land Office
512-463-6521
beverly.boyd@glo.texas.gov

File No. MF113074

App@Checklist

Date Filed: ~~10/13/11~~ 9/13/11

Jerry E. Patterson, Commissioner

By GH



RedSky Land, LLC

An independent contractor authorized to buy oil and gas leases on behalf of Chesapeake Energy Corp. and its subsidiaries.
North Texas Office: 835 SW Alsbury Blvd, Suite H, Burleson, TX 76028-4088 — 817-295-9779 — 817-295-9783 Fax

Texas General Land Office
Stephen F. Austin Building
1700 N. Congress Avenue
Suite 840
Austin, TX 78701

August 22, 2011

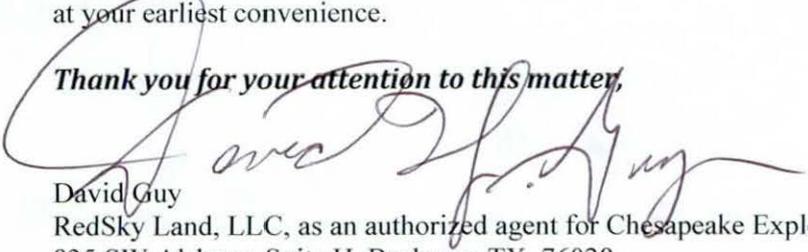
Mr. Robert Hatter:

Enclosed in this package is a proposal for a lease of the Minerals under Martin Street where it intersects with Village Creek Rd and Miller that is included in Chesapeake Operating, Inc.'s Ziegler Unit in Tarrant County. An ownership report is attached as a part of this proposal.

- This lease is for the specific purpose of drilling a horizontal well.
- There is a \$100.00 processing fee check enclosed.
- There is a check enclosed for 1 ½ % sales fee.
- Payment for consideration in the form of a check from Chesapeake Operating, Inc. in the amount of \$4,325.00 is enclosed.
- Surrounding acreage has been previously leased by Chesapeake Energy or they are the successors in interest to the previous lessee. A recorded copy of each lease is enclosed, as well as all related assignments.
- An affidavit stating knowledge of lease bonus payments is also included for leases abutting the highway.
- Maps of the area are included for reference.
- Copies of the deeds wherein the State of Texas acquired its mineral interest are enclosed.

If there is anything else that I can provide to you to expedite this process, please do not hesitate to call me at your earliest convenience.

Thank you for your attention to this matter.


David Guy
RedSky Land, LLC, as an authorized agent for Chesapeake Exploration L.L.C.
835 SW Alsbury, Suite H, Burleson, TX 76028
817-295-9779 Office

Chesapeake Operating, Inc.

11715272

102576 STATE OF TX

No. 1592545

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
545215	07/21/11	072111A	BARNETT CORE PR PROCESSING FEE	100.00
Total for check				+ \$100.00



181

+ \$100.00

File No. MF 113074

Cover Letter & Fees

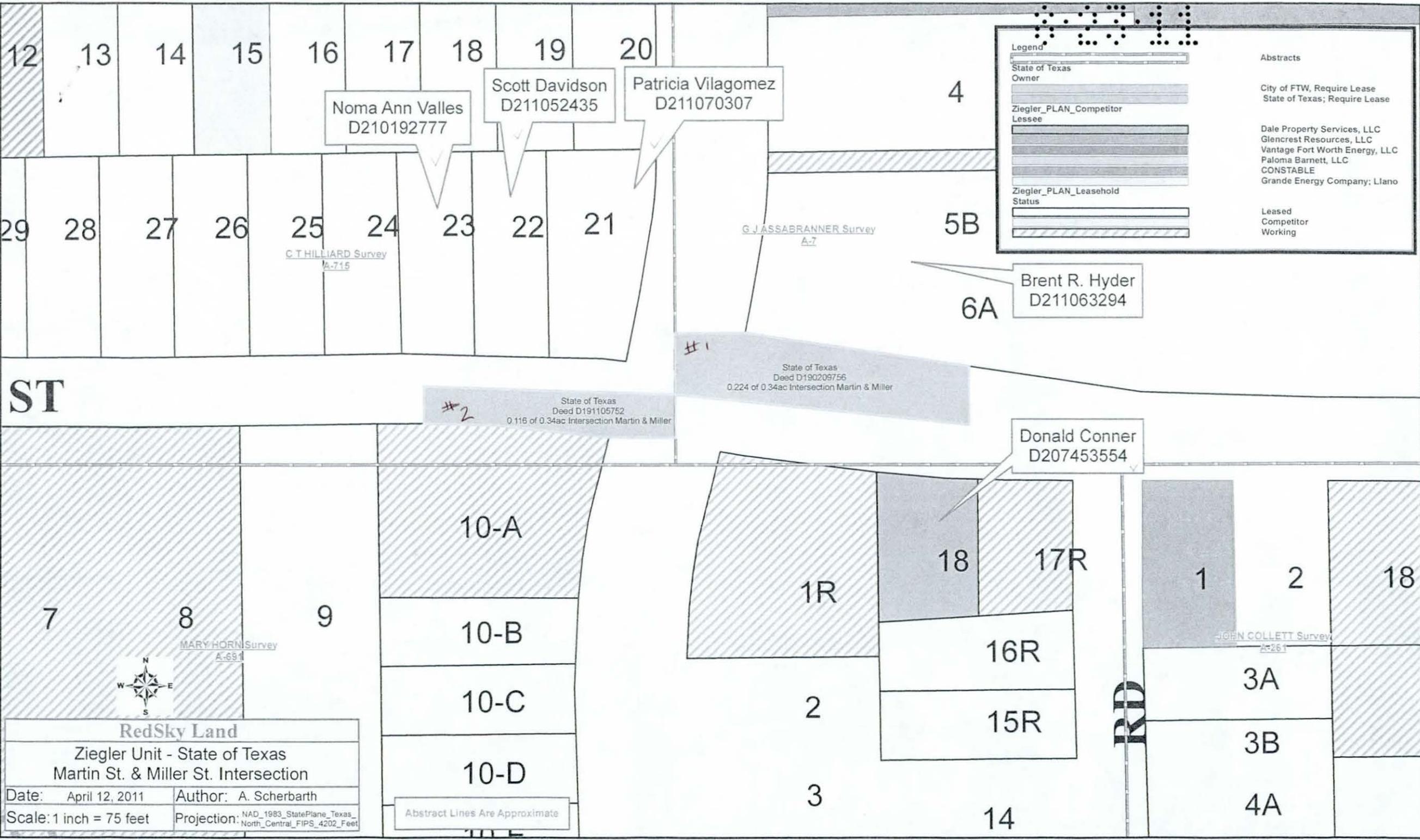
Date Filed: 8/23/11

Jerry E. Patterson, Commissioner

By GH

JUL 25 11

0511



Legend

- State of Texas Owner
- Ziegler_PLAN_Competitor Lessee
- Ziegler_PLAN_Leasehold Status

Abstracts

- City of FTW, Require Lease
- State of Texas; Require Lease
- Dale Property Services, LLC
- Glencrest Resources, LLC
- Vantage Fort Worth Energy, LLC
- Paloma Barnett, LLC
- CONSTABLE
- Grande Energy Company; Llano
- Leased Competitor Working

ST

RedSky Land
 Ziegler Unit - State of Texas
 Martin St. & Miller St. Intersection

Date: April 12, 2011 Author: A. Scherbarth

Scale: 1 inch = 75 feet Projection: NAD_1983_StatePlane_Texas_North_Central_FIPS_4202_Feet

Abstract Lines Are Approximate

#2
 State of Texas Deed D191105752
 0.116 of 0.34ac Intersection Martin & Miller

#1
 State of Texas Deed D190209756
 0.224 of 0.34ac Intersection Martin & Miller

Noma Ann Valles
 D210192777

Scott Davidson
 D211052435

Patricia Vilagomez
 D211070307

6A
 Brent R. Hyder
 D211063294

Donald Conner
 D207453554

12 13 14 15 16 17 18 19 20

29 28 27 26 25 24 23 22 21

C.T. HILLIARD Survey
 A-715

G.J. ASSABRANNER Survey
 A-7

MARY HORN Survey
 A-691

JOHN COLLETT Survey
 A-261



RD

10-A

10-B

10-C

10-D

1R

2

3

18

16R

15R

14

17R

1

2

18

3A

3B

4A

EDGEWATER

3

TR 33D

John Rummel
TX0137544-000

G J ASSABRANNER Survey
A-7

4B

4C

4A

Legend	Abstracts
State of Texas Owner	City of FTW, Require Lease State of Texas; Require Lease
Ziegler_Parcel_Bank Leasehold	Constable Deed Leased Llano Vantage Fort Worth Energy Leased Working
Ziegler_PLAN_Compertitor Lessee	Dale Property Services, LLC Glencrest Resources, LLC Vantage Fort Worth Energy, LLC Paloma Barnett, LLC CONSTABLE Grande Energy Company; Llano
Ziegler_PLAN_Leasehold Status	Leased Competitor Working

City of FTW
D209011528, Op AGR D211012526

State of Texas
Deed D181518905
0.525 ac Intersection Martin & Village Crk Rd

3

TR 1

James Parker McCulley
D207187540

FedEx Ground Package System Inc
D206325106
Marshall R. Young Oil Co.

M J BRITTAIN Survey
A-104

JOHN W HAYNES Survey
A-767



RedSky Land

Ziegler Unit - State of Texas
Martin St. & Village Creek Rd. Intersection

Date: April 12, 2011 Author: A. Scherbarth

Scale: 1 inch = 100 feet Projection: NAD_1983_StatePlane_Texas_North_Central_FIPS_4202_Feet

Abstract Lines Are Approximate

VILLAGE CREEK RD

11.09.08

4

File No. MF 113074

Plate

Date Filed: ~~10/15/11~~ 8/23/11

Jerry E. Patterson, Commissioner

By GH

and forever defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on the 11th day of JUNE, 1991.

Eldren M. Watkins
Eldren M. Watkins

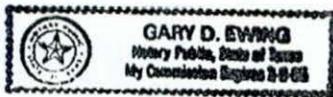
Brady Lynn Watkins
Brady Lynn Watkins

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

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eldren M. Watkins, known to me to be one of the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of May, 1991.



Gary D. Ewing
Notary Public in and for
the State of Texas

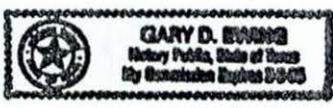
(Notary's Printed Name)

My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Brady Lynn Watkins, known to me to be one of the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of JUNE, 1974.



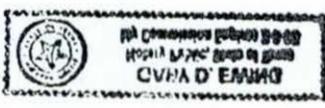
Gary D. Evans
Notary Public in and for
the State of Texas

(Notary's Printed Name)

My Commission Expires: _____

110301

FROM: Eldon Watkins
TO: CITY OF FORT WORTH
MODEL: P-37
PROJECT: Martin Ave, Wichita
M & C: L-10341 DATE: 1-3-91
AGENT: ? GE



Return to:

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

10301 0691

D191105752
CITY OF FT WORTH
REAL PROPERTY MGMT
1000 THROCKMORTON
FT WORTH, TX 76102

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

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

RECEIPT NO
191209494

REGISTER
DR92

PRINTED DATE TIME
06/28/91 09:40

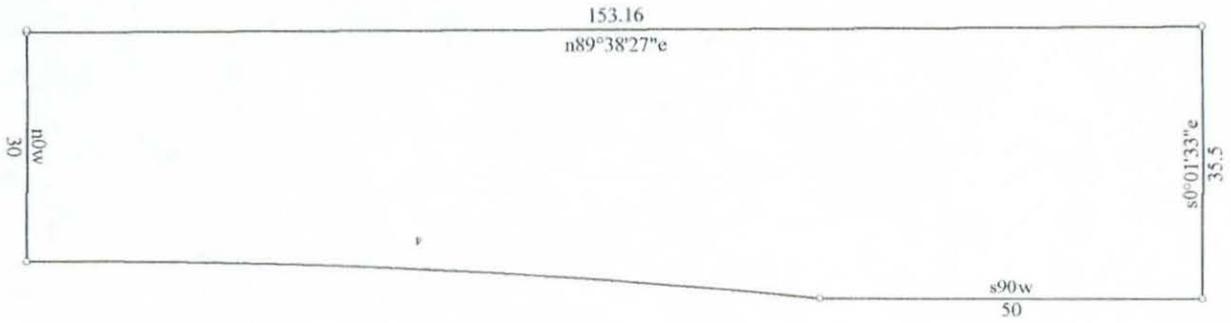
	INSTRUMENT FEED	AMOUNT	FILED	TIME	
1	D191105752 WD	7.00	910628	09:40	CK 30369

TOTAL : DOCUMENTS: 01 FEES: 7.00

BY:  _____

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

10301 0692



Title: 0.116 acres, m/l, to the center of abutting street

Date: 03-30-2011

Scale: 1 inch = 25 feet

File: A-691_Tarrant Count_Ziegler Unit_Lot 10-A Blk 2_Trentman City Addition_CITY OF FTW_0.116 Acres_DP.des

Tract 1: 0.116 Acres: 5043 Sq Feet: Closure = s02.5446w 0.31 Feet: Precision = 1/1194: Perimeter = 372 Feet

001=n89.3827e 153.16

003=s90w 50

005=n0w 30

002=s0.0133e 35.5

004=Lt, R=970, Arc=103.32
Rp=s5.4438w

By *[Signature]* Deputy

100	100	100	100	100	1362	50
Building Line						
5	6	7	8	9	10	
2					1384	
Assessment for Utilities						
					355	
					50	

388-1/321

48932

STATE OF TEXAS
COUNTY OF TARRANT

Eldren Moody Watkins & wife Billie Inez
Plat, Dedication & Restrictions

Know All men by these present:

That we, Eldren Moody Watkins and wife Billie Inez Watkins are the owners
of the following described property:

LOT 10, BLOCK 2, TRENTMAN CITY ADDITION TO THE CITY OF FORT WORTH,
TARRANT COUNTY, TEXAS.

Whereas we, Eldren Moody Watkins and wife Billie Inez Watkins, the owners,
have caused the above described tract to be subdivided and platted to be
known as ~~WATKINS~~ SUBDIVISION OF Lot 10, Block 2, Trentman City Addition to
the City of Fort Worth, Tarrant County, Texas, the same being situated as
described above and have caused said tract to be subdivided into lots,
easements and streets as shown by said plat, a copy of which is attached
hereto and filed herewith.

Now, therefore, we, the undersigned Dedicators, do hereby adopt the
attached plat as correctly representing the plan of the subdivision of
said lot and do hereby dedicate the streets, easements and rights of way
for public use as shown thereon. The building lines to be as shown.

Executed this 14 day of July, 1955

Owner Eldren Moody Watkins
Eldren Moody Watkins

Owner Billie Inez Watkins
Billie Inez Watkins

JOINT ACKNOWLEDGMENT

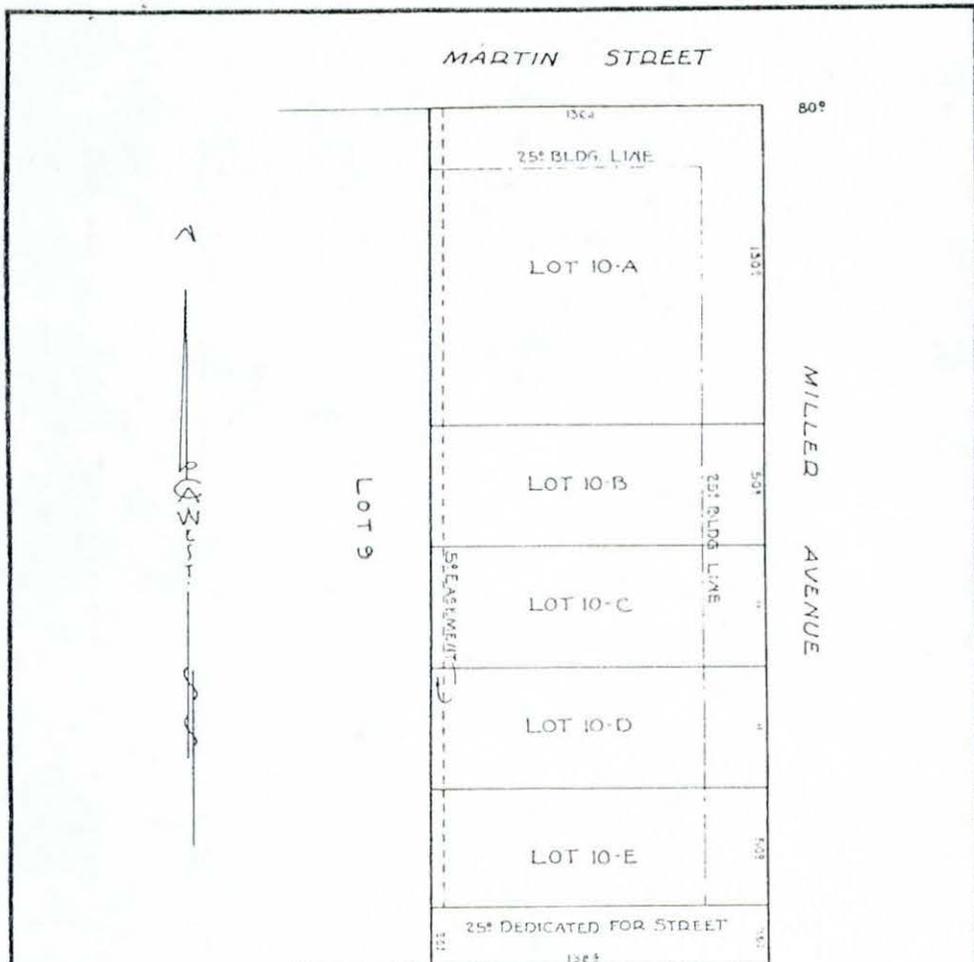
THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Eldren Moody Watkins and Billie Inez Watkins, his wife, both
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that
they each executed the same for the purposes and consideration therein expressed, and the said
Billie Inez Watkins, wife of the said Eldren Moody Watkins
having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the
said Billie Inez Watkins acknowledged such instrument to be her act and deed, and she
declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of July A. D. 19 55

(L.S.) Verna C. McNamee, Jr. Notary Public in and for TARRANT County, Texas.

11308



PLAT OF SUBDIVISION
OF LOT 10 BLOCK 2
TREATMAN CITY
AN ADDITION TO THE CITY
OF FORT WORTH
TARRANT COUNTY
TEXAS

CHECKED
COUNTY ENGR. DEPT.
BY *D.C.*
7-18-55

SCALE 1"=50'

- LEGEND
- STEEL RODS
 - IRON PIPE
 - |-| POWER OR TELEPHONE LINE
 - X- FENCE
 - ⊥ BOIS D'ARC STK.



CITY OF FORT WORTH, TEXAS
CITY PLAN COMMISSION

NOTE:

THIS PLAT IS VALID ONLY IF RECORDED WITHIN
SIX (6) MONTHS AFTER DATE OF APPROVAL.

PLAT APPROVED - DATE July 14, 1955

BY: *C. J. Rosen*
CHAIRMAN

BY: *A. R. Mc Connell*
SECRETARY

WEST SURVEYING CO.
C. A. (Billy) WEST

LICENSED STATE LAND SURVEYORS
109 1/2 Main Street FORT WORTH, TEXAS Phone ED-9485
FA-2273

I, *C. A. West* do hereby
certify that this map is true and correct as surveyed
on the ground.

Date 7-13-55 6873

1113

successors and assigns, to warrant and forever defend, all and singular, the said premises, ^{subject to the permitted encumbrances,} unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grant

IN WITNESS WHEREOF, this instrument is executed on the 5th day of November, 1990.

MID-WESTERN DEVELOPMENT & REALTY COMPANY, INC.

By: Elton M. Syder, III
Name: Elton M. Syder, III
Title: President

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

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Elton M. Syder, III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of Mid-Western Development & Realty Company, Inc., and in the capacity therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of November, 1990.

Brenda Keenum
Notary Public in and for
the State of Texas

(Notary's Printed Name)
My Commission Expires: _____

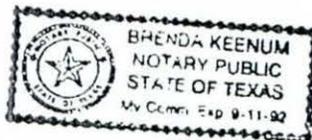


EXHIBIT "A"

Permitted Encumbrances

1. Taxes for the year 1990 and subsequent years, not yet due and payable.

2. All matters visible from an inspection of the premises, all applicable federal, state, and local zoning and other laws, ordinances, rules, and regulations concerning the ownership or use of the premises, and any and all liens, easements, rights-of-way, mineral or royalty interests, encroachments, restrictions, covenants, claims, and any other matters of whatsoever nature affecting the premises.

10130 1116

Shurt

FROM: Mid-western Develop + Realty Co

TO: CITY OF FORT WORTH

PARCEL: 36

PROJECT: Marston Ave / Wichita to Shackle

ACCOUNT: GS67 541100 016670402400

M & C: L10178 DATE: 7/31/90

AGENT: JG

return to:

CITY OF FORT WORTH
REAL PROPERTY MANAGEMENT
200 T. LAWRENCE ST.
FORT WORTH, TEXAS 76102

10130 1115

11020

LAUW

D190209756
CITY OF FT WORTH
1000 THROCKMORTON
REAL PROPERTY MGMT
FT WORTH, TX 76102

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

F I L E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T
T O : C I T Y O F F T W O R T H

RECEIPT NO	REGISTER	PRINTED DATE	TIME
191062659	DR92	12/21/90	12:13

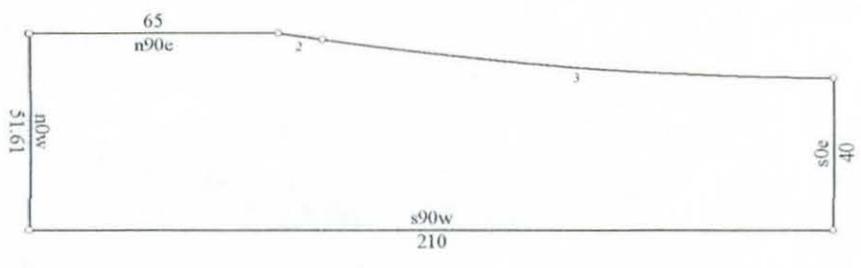
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1	D190209756	WD	7.00	901221	12:13	CK 98&01

T O T A L : D O C U M E N T S : 01 F E E S : 7.00

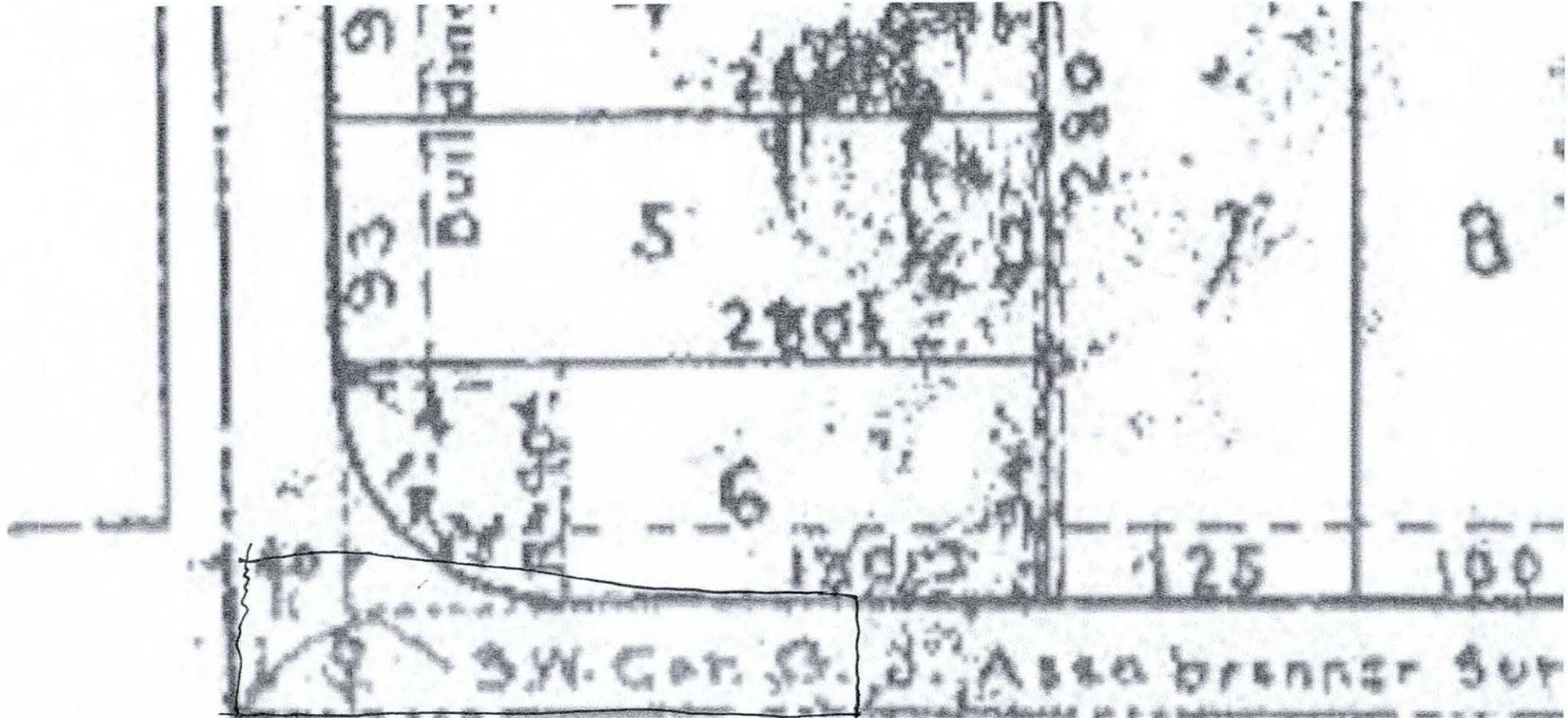
B Y:  _____

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

10130 1116

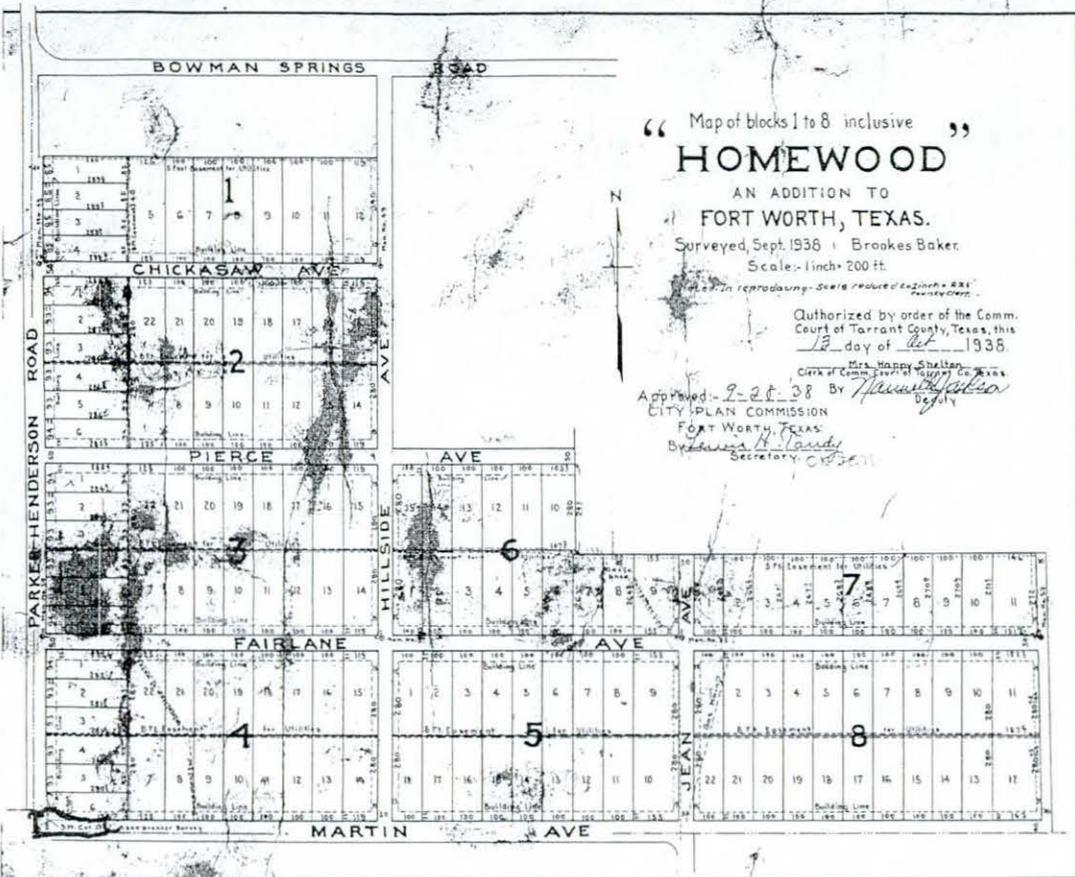


Title: 0.224 acres, m/l, to the center of abutting street		Date: 03-30-2011
Scale: 1 inch = 50 feet	File: A-7_Tarrant Count_Ziegler Unit_Lot 6 Blk 4_Homewood Addition_CITY OF FTW_0.224 Acres_DP.des	
Tract 1: 0.224 Acres: 9738 Sq Feet: Closure = s87.5758w 0.13 Feet: Precision =1/3809: Perimeter = 512 Feet		
001=n90e 65	004=s0e 40	
002=s81.4659e 11.62	005=s90w 210	
003: Lt, R=970, Arc=134.11 Rp=n81.3e	006=n0w 51.61	



11020

0011



“ Map of blocks 1 to 8 inclusive ”
“ HOMEWOOD ”

AN ADDITION TO
 FORT WORTH, TEXAS.

Surveyed, Sept. 1938 by Brookes Baker
 Scale: 1 inch = 200 ft.

Authorized by order of the Comm.
 Court of Tarrant County, Texas, this
 12 day of Oct. 1938.
 Mrs. Happy Shelton,
 Clerk of Court, Tarrant County, Texas.
 Approved: 2-21-39 By *[Signature]*
 CITY PLAN COMMISSION
 FORT WORTH, TEXAS
 Secretary: *[Signature]*

09/18

MRS. MINNIE HANCOCK, et al
 TO 1 PLAT and DEDICATION
 THE PUBLIC

STATE OF TEXAS
 COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

That we, Mrs. Minnie Hancock and Mrs. Fannie Black,
 being the owners of that certain portion of the G. J. Assa-
 branner survey, situated about 5-1/2 miles southeast from the
 Courthouse in Tarrant County, Texas, and described thus:

Beginning at the southwest corner of the said
 Assabanner survey; thence north one-fourth degree west
 Along the west line of said survey, 2210 feet; thence east
 1224 feet; thence south 950 feet; thence east 603-3/10 feet;
 thence south no degrees 46 minutes east 347 feet; thence north
 89 degrees 40 minutes east 1573-5/10 feet; thence south 1
 degree 04 minutes east 922-1/10 feet to the south line of said
 survey; thence west along said south line 3412 feet to the
 place of beginning, do hereby adopt the hereto attached map as
 correctly representing our plan for subdividing same and do
 hereby dedicate to the use of the public as highways the streets
 as shown thereon.

Witness our signatures this 7th day of February, 1939.

Mrs. Fannie Black
 Mrs. Minnie Hancock

STATE OF TEXAS
 COUNTY OF TARRANT

Before me, the undersigned authority,
 this day personally appeared Mrs. Minnie Hancock and Mrs.
 Fannie Black, known to me to be the persons whose names are
 subscribed to the foregoing instrument and acknowledged to
 me that they executed the same for the purposes and consider-
 ations therein expressed.

Given under my hand and seal of office this 7th day
 of February, 1939.

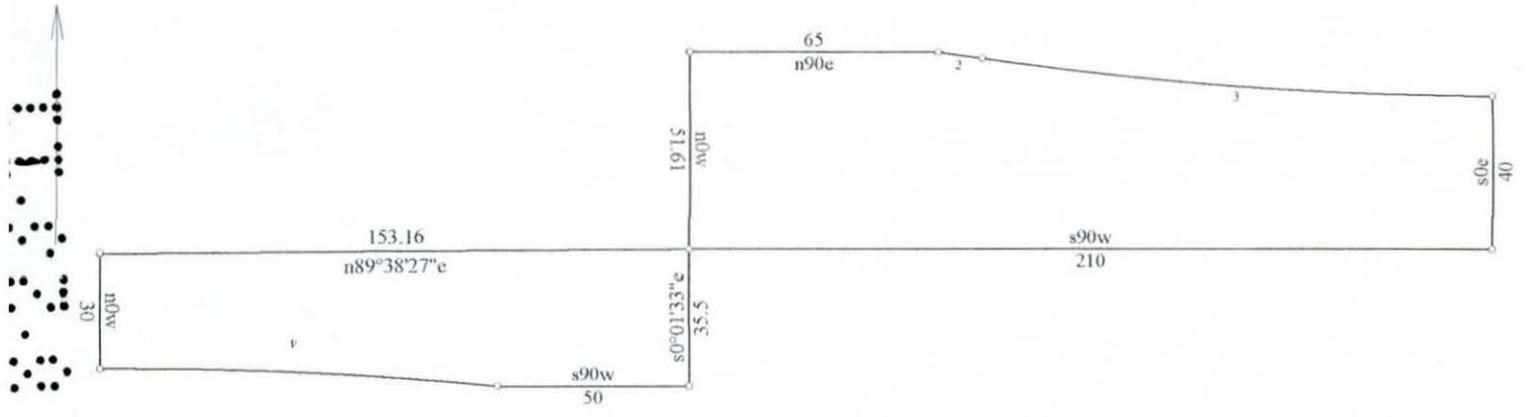
L. S. T. W. Dunn, Notary Public in and for
 Tarrant County, Texas.

Filed for Record February 8, 1939, at 1:10 P. M.
 Recorded February 9, 1939, at 3:05 P. M.

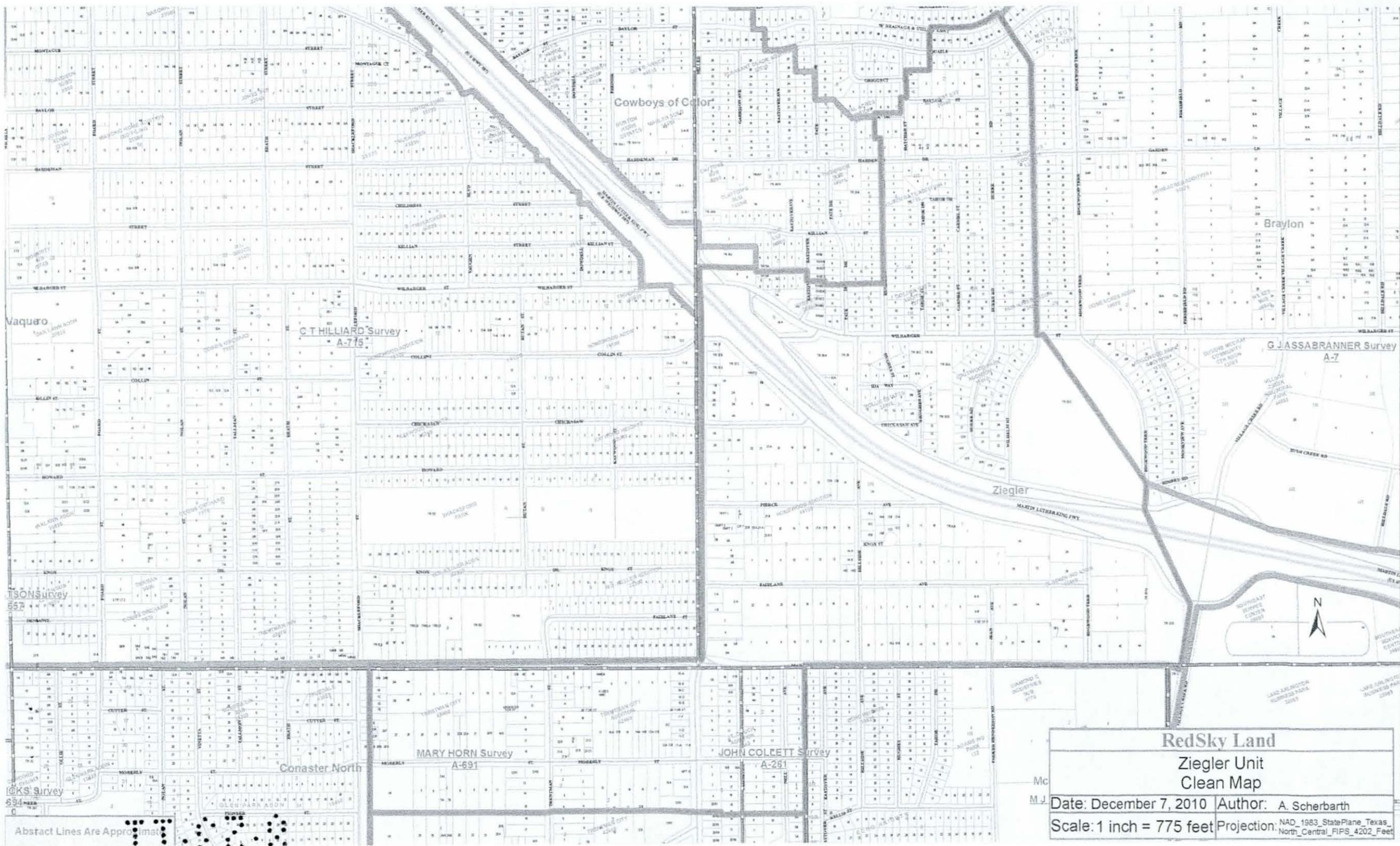
Mrs. Happy Shelton, County Clerk,
 Tarrant County, Texas.
 By *[Signature]*
 Deputy.

#2579

388-A/127



Title: 0.116 acres, m/l, to the center of abutting street		Date: 03-30-2011
Scale: 1 inch = 50 feet	File: Ziegler Unit_Merged_Trentman City Lot 10A Blk 2_Homewood Lot 6 Blk 4.des	
Tract 1: 0.116 Acres: 5043 Sq Feet: Closure = s02.5446w 0.31 Feet: Precision = 1/1194: Perimeter = 372 Feet		
Tract 2: 0.224 Acres: 9738 Sq Feet: Closure = s87.5758w 0.13 Feet: Precision = 1/3809: Perimeter = 512 Feet		
001=n89.3827e 153.16	006=@0 Merge 1	011=s0e 40
002=s0.0133e 35.5	007=N+52.57 E+153.02	012=s90w 210
003=s90w 50	008=n90e 65	013=n0w 51.61
004: Lt, R=970, Arc=103.32 Rp=s5.4438w	009=s81.4659e 11.62	
005=n0w 30	010: Lt, R=970, Arc=134.11 Rp=n8.13e	



RedSky Land	
Ziegler Unit	
Clean Map	
Date: December 7, 2010	Author: A. Scherbarth
Scale: 1 inch = 775 feet	Projection: NAD_1983_StatePlane_Texas_North_Central_FIPS_4202_Feet

Abstract Lines Are Approximate

900/WD

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76. To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

WARRANTY DEED
(LONG FORM)

2000

516905

9.00 W D
5 06/04/81

7130/631
D181516905

Tr 33, A-1
Martin Street

THE STATE OF TEXAS
COUNTY OF TARRANT

} KNOW ALL MEN BY THESE PRESENTS:

That W & Y, INC.

of the County of Tarrant and State of Texas for and in
consideration of the sum of -----TEN AND NO/100-----
-----(\$10.00)----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which
is hereby acknowledged, ALL CASH

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
CITY OF FORT WORTH

of the County of TARRANT and State of TEXAS, all of
the following described real property in TARRANT County, Texas, to-wit:
SEE REVERSE SIDE HEREOF FOR LEGAL DESCRIPTION

A parcel of land out of the G. J. Ashabranner Survey, Abstract No. 7 and the J. W. Haynes Survey, Abstract No. 769, also being a portion of "Tract No. 1", conveyed to W. & Y., Inc. by deed recorded in Volume 5895, Page 595, Deed Records, Tarrant County, Texas, more particularly described using the Texas coordinate System, North Central Zone, coordinates and bearings as follows:

BEGINNING at a point in the south line of the Ashabranner Survey and the north line of the Haynes Survey, said point being a 3/4" iron pin at the southwest corner of Lot 1, Block 1, Southeast Service Center Addition, according to plat recorded in Volume 388-112, Page 25, Plat Records, the coordinates of said beginning point are X = 2,076,680.12, Y = 373,052.18;

THENCE: South 89 degrees 29 minutes 23 seconds east along a northerly line of said W. & Y. tract, and the north line of said Haynes Survey, and the south line of said Lot 1, Block 1, 60.6 feet to a point, said point being easterly a perpendicular distance of 40.0 feet from the center line of Village Creek Road;

THENCE: South 11 degrees 10 minutes 41 seconds west along a line 40.0 feet easterly of and parallel to said center line 80.77 feet to a point;

THENCE: North 78 degrees 49 minutes 19 seconds west 80.0 feet to a point, said point being westerly a perpendicular distance of 40.0 feet from the center line of Village Creek Road;

THENCE: North 11 degrees 10 minutes 41 seconds east along a line 40.0 feet westerly of and parallel to said center line 10.0 feet to a point;

THENCE: North 33 degrees 49 minutes 19 seconds west 14.14 feet to a point, said point being southerly a perpendicular distance of 34.0 feet from the center line of Martin Avenue;

THENCE: North 78 degrees 49 minutes 19 seconds west along a line 34.0 feet southerly of and parallel to said centerline 51.8 feet to a point in a westerly line of said W. & Y. tract, said point also being in the east line of a tract described in Volume 4440, Page 939;

THENCE: North no degrees 55 minutes 10 seconds west along said westerly line of W. & Y. tract and the east line of said tract described in Volume 4440, Page 939, 33.48 feet to the south line of said Ashabranner Survey and the northeast corner of said tract described in Volume 4440, Page 939;

THENCE: North 89 degrees 29 minutes 23 seconds west along the south line of the Ashabranner Survey, the northerly line of said tract described in Volume 4440, Page 939, and a southerly line of said W. & Y. tract described in Volume 5895, Page 595, 151.4 feet to the most westerly southwest corner of said W. & Y. tract described as "Tract One" in Volume 5895, Page 595;

THENCE: North 2 degrees 09 minutes 34 seconds west along the westerly line of said W. & Y. "Tract One", 40.5 feet to a point, said point being northerly a perpendicular distance of 30.0 feet from the centerline of Martin Avenue;

THENCE: South 89 degrees 29 minutes 54 seconds east along a line 30.0 feet northerly of and parallel to said center line 57.81 feet to the beginning of a curve to the right, the center of which bears south no degrees 30 minutes 06 seconds west a radius distance of 530.0 feet;

THENCE: Southeasterly along said curve to the right and along a line 30.0 feet northerly of and concentric to said center line an arc distance of 98.76 feet to a point of tangent;

THENCE: South 78 degrees 49 minutes 19 seconds east along a line 30.0 feet northerly of and parallel to said center line 61.95 feet to a point;

THENCE: North 56 degrees 10 minutes 41 seconds east 14.14 feet to a point, said point being westerly a perpendicular distance of 40.0 feet from the center line of Village Creek Road;

THENCE: North 11 degrees 10 minutes 41 seconds east along a line 40.0 feet westerly of and parallel to said center line 79.21 feet to a point in an easterly line of said "Tract One" described in Volume 5895, Page 595, and the westerly line of said Lot 1, Block 1, Southeast Service Center Addition;

THENCE: South no degrees 01 minutes 18 seconds west along said easterly line of said "Tract One" and said westerly line of said Lot 1, Block 1, 105.66 feet to the place of beginning and containing 17,329.3 square feet of land more or less.



MAY 20 1981

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its ^{successors} ~~heirs~~ and assigns forever; and it ~~do~~ hereby bind itself, its ^{successors and assigns} ~~heirs, executors and administrators~~ to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its ^{successors} ~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting this property, and to any and all restrictions, covenants, reservations and easements, if any, now affecting title to the hereinabove described property, but only to the extent they are still in effect.

Grantees to pay any ad valorem property taxes as they become due and payable.

EXECUTED this 20th day of May, A. D. 19 81.

W. & Y., INC.
BY: *C. P. Waggoner*
C. P. WAGGONER, PRESIDENT

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF TARRANT }

Before me, the undersigned authority, on this day personally appeared

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

Given under my hand and seal of office on this the day of, A.D. 19

Notary Public in and for County, Texas.
My commission expires, 19.
(Printed or stamped name of notary)

VOL 7130 PAGE 633



(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

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

Given under my hand and seal of office on this the _____ day of _____, A.D. 19 _____

LAUNDRY DEPARTMENT
STATE OF TEXAS
I hereby certify that this instrument was FILED on this date and at the time stamped herein by me and was duly RECORDED in the Proper Records of Tarrant County, Texas on ~~the~~ 3 day of JUN 1981.

Notary Public in and for _____ County, Texas.

My commission expires _____, 19 _____

(Printed or stamped name of notary)



Machine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

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

Given under my hand and seal of office on this the _____ day of _____, A.D. 19 _____

Notary Public in and for _____ County, Texas.

My commission expires _____, 19 _____

(Printed or stamped name of notary)

[Signature]
81 JUN 3 3 31 PM
FILED
TARRANT COUNTY TEXAS

WARRANTY DEED
(Long Form)

TO

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO:
City of Fort Worth
Land Division
George G. Wilkes
1000 Throckmorton
Fort Worth, Texas 76102

(Corporate Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF TARRANT

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

PRESIDENT of W & Y, INC.

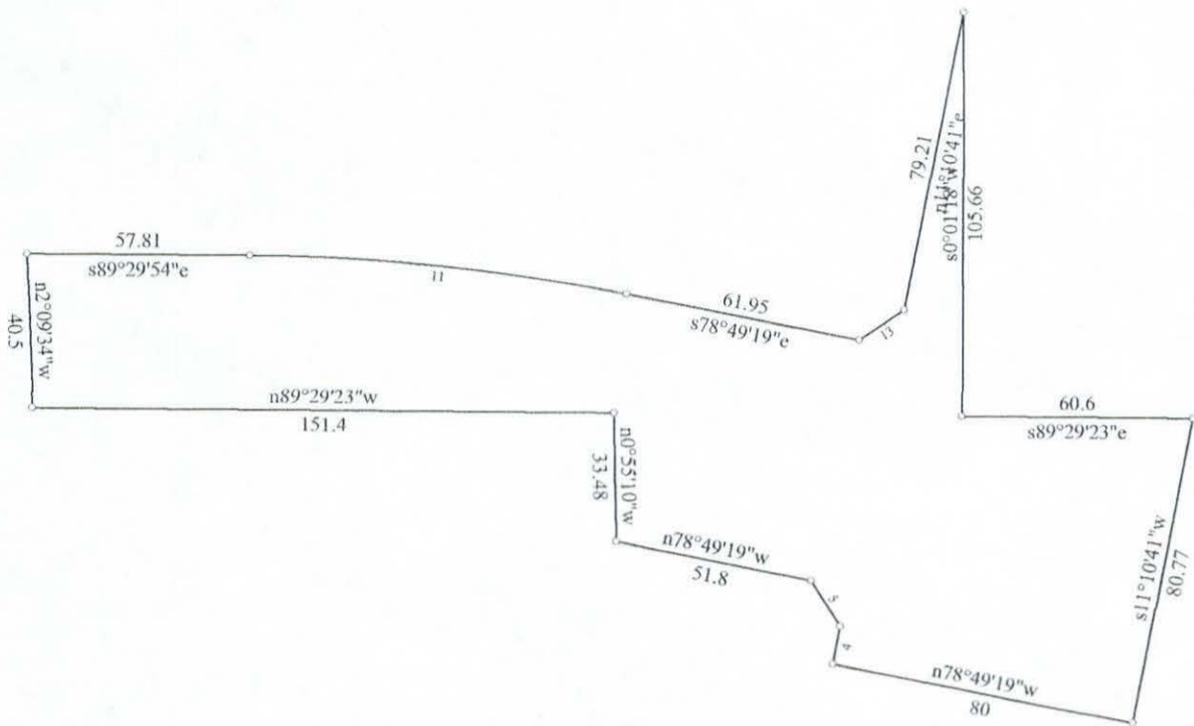
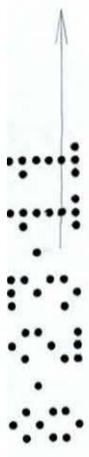
a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 29 day of May, A.D. 19 81.

Notary Public in and for Tarrant County, Texas.

My commission expires 12-31, 1982

(Printed or stamped name of notary) VOL 7130 PAGE 634



Title: 0.398 acres, m/l, not to the center of abutting street		Date: 03-31-2011
Scale: 1 inch = 50 feet	File: A-7_A-767_Tarrant Count_Ziegler Unit_Martin Street_CITY OF FTW_0.398 Acres_DP.des	
Tract 1: 0.398 Acres: 17330 Sq Feet: Closure = n12.0507w 0.01 Feet: Precision = 1/147218: Perimeter = 940 Feet		
001=s89.2923e 60.6	007=n0.5510w 33.48	013=n56.1041e 14.14
002=s11.1041w 80.77	008=n89.2923w 151.4	014=n11.1041e 79.21
003=n78.4919w 80	009=n2.0934w 40.5	015=s0.0118w 105.66
004=n11.1041e 10	010=s89.2954e 57.81	
005=n33.4919w 14.14	011: Rt, R=530, Arc=98.76	
006=n78.4919w 51.8	Rp=s0.3006w	
	012=s78.4919e 61.95	

7130/631

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

1000

341074

5.00 W D
2 09/24/81

7187/589
D181341074
Tr 4, A-104

Handwritten: 1000 W D

THAT we, Ned B. McCulley, wife Derema P. McCulley, and James Parker McCulley, for and in consideration of One Thousand Nine Hundred Fifty Nine and No/100 Dollars (\$1,959.00) paid to us by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of the M.J. Britton Survey, Abstract No. 104, also being a portion of a tract conveyed to N.B. McCulley, by deed recorded in Volume 4440, Page 939, Deed Records, Tarrant County, Texas, more particularly described using the Texas Coordinate System, North Central Zone, coordinates and bearings as follows:

BEGINNING at the northeast corner of the M.J. Britton Survey, and the northeast corner of the McCulley tract, the coordinates of said beginning point are X = 2,076,589.30, Y = 373,052.99;

THENCE: South no degrees 55 minutes 10 seconds east along the east line of said McCulley tract 33.48 feet to a point;

THENCE: North 78 degrees 49 minutes 19 seconds west 31.75 feet to the beginning of a curve to the left, the center of which bears south 11 degrees 10 minutes 41 seconds west a radius distance of 466.0 feet;

THENCE: Northwesterly along said curve to the left an arc distance of 36.83 feet to a point of tangent;

THENCE: North 39 degrees 29 minutes 54 seconds west 137.60 feet to a point in the west line of said McCulley tract, said point also being the northeast corner of Block 2, Adams Industrial Park according to plat recorded in Volume 388-37, Page 34, Plat Records, Tarrant County, Texas;

THENCE: North no degrees 13 minutes 27 seconds west along the west line of said McCulley tract 19.56 feet to its northwest corner;

THENCE: South 89 degrees 29 minutes 23 seconds east along the north line of the McCulley tract and the north line of the M.J. Britton Survey 254.55 feet to the place of beginning and containing 5,548.6 square feet of land more or less.

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

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas on this the 25th day of August, 1981.

James Parker McCulley
James Parker McCulley

Ned B. McCulley
Ned B. McCulley

Derema P. McCulley
Derema P. McCulley

STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, on this day personally appeared Ned. B. McCulley and Derema P. McCulley, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of August,

Jack B. Guther
Notary Public in and for
Tarrant County, Texas

STATE OF TEXAS |
COUNTY OF DALLAS |

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of August,

Martha J. Robinson
Notary Public in and for
Dallas Tarrant County, Texas

0011

WARRANTY DEED

Ned B. & Derema McCulley and
James Parker McCulley

to

City of Fort Worth

Project: Martin Ave., P. Henderson-Village Creek

Parcel No. 6

[REDACTED]

MSC L-7093 dated 8/4/81

Return to: JG

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 THROCKMORTON
FORT WORTH, TEXAS 76102

STATE OF TEXAS
COUNTY CLERK
TARRANT COUNTY, TEXAS
SEP 24 1981
RECORDED in the Public Records of Tarrant County
Texas as required herein by me.
M. [Signature]
COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
01 SEP 24 1981
DEP

AFFIDAVIT OF HIGHEST CONSIDERATION PAID
HIGHWAY RIGHT OF WAY LEASES

STATE OF TEXAS

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared

David W. Gray (Affiant), known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says:

That his/her name is _____ . And that, Affiant is personally familiar with and knowledgeable of the terms and conditions of the oil and gas lease(s) which adjoin(s) Martin & Village Creek Rd and Martin and Miller [common name(s) of highway/roadway]

situated in Tarrant County, Texas, said highway/roadway being described on Exhibit "A" attached hereto and made a part hereof. And that the highest and best terms for any lease adjoining lands described in Exhibit "A" are as follows:

Bonus Consideration Paid (Per Acre): \$ 5,000.00

Primary Term: 3 yr

Royalty Rate: 25%

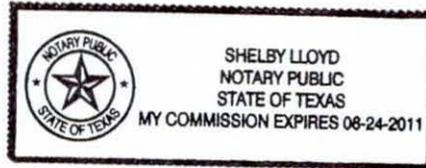
Delay Rentals: \$ NA

The above statements are within my personal knowledge and are true and correct.

Further, Affiant sayeth not.

David W. Gray
[signature of affiant]

David W. Gray
[printed or typed name of affiant]



State of Texas
County of Johnson

Sworn to and subscribed before me on the 22 day of August, 20 11, by David W. Gray (name of Affiant).

Shelby Lloyd
Notary Public's Signature

Mineral Ownership Report

Prospect: BARNETT_RED_JM
 Tract:

Dated: 00/00/0000

Description:

Printed: 07/21/2011
 PLAN#: 4498.CRW

A-7, George J. Assabranner Survey, A-104, M. J. Britton Survey, A-691, Mary Horn Survey and
 A-767, J. W. Haynes Survey
 0.865 acres, more or less, situated in the A-7, George J. Assabranner Survey, A-104, M. J.
 Britton Survey, A-691, Mary Horn Survey and A-767, J. W. Haynes Survey known as a portion of
 Martin Street, City of Fort Worth, Tarrant County, Texas, as described on attached Exhibit
 "A".

Mineral Owner Name	Interest	NetAcres	Leasehold
State of Texas c/o General Land Office 1700 N. Congress Ave., Ste 840 Austin, Texas 78701	1.00000000	0.8650	OPEN 1 year, 25%
	1.00000000	0.8650	

Leasehold Summary:

1.00000000 OPEN

 1.00000000

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

FILED
TARRANT COUNTY TEXAS
2011 JAN 14 PM 3:40

MEMORANDUM OF OPERATING AGREEMENT,
MORTGAGE AND FINANCING STATEMENT

MARY LOUISE BRANCH
COUNTY CLERK

LAWHON WEST UNIT

COUNTY OF TARRANT

STATE OF TEXAS

WHEREAS, Quicksilver Resources Inc., as Operator, and Chesapeake Exploration, LLC, as Non-Operator, have entered into that certain Operating Agreement dated effective on July 13, 2010, covering oil and gas operations being conducted on those certain oil, gas and mineral leases described in Exhibit "A" (the "Contract Area"), attached hereto and made a part hereof, as said Exhibit may be amended from time to time; and

WHEREAS, Operator and Non-Operator desire to give third parties record notice of the existence of said Operating Agreement and of the rights and obligations of Operator and Non-Operator thereunder.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Operator and Non-Operator hereby stipulate and agree as follows:

I.

The Operating Agreement is on an A.A.P.L. Form 610-1982 Model Form Operating Agreement, as amended by the parties, plus attachments.

II.

Pursuant to Article VII.B., each Non-Operator mortgages to Operator, and grants to Operator a lien upon, its oil and gas leasehold estates and "oil and gas interests", as that term is defined in Article I.C. thereof, in the Contract Area, and grants to Operator a security interest in its share of oil or gas when extracted from the Contract Area and its interest in all equipment located thereon to secure payment of its share of expense under the Operating Agreement (including costs of investigation, defense and payment of any final judgment or settlement for damages arising out of operations thereunder), together with interest thereon in accordance with the Operating Agreement, in addition to any other remedies available to Operator in law or pursuant to the Operating Agreement. Upon default by a Non-Operator in the payment of its share of expense, without prejudice to any other rights and remedies, Operator shall have the right to collect from the purchaser of production from the Contract Area the proceeds from the sale of such Non-Operator's share of oil or gas produced and sold from the Contract Area until the amount owed by Non-Operator, including interest, has been paid. Each purchaser of oil and gas produced from the Contract Area shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like mortgage, lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

This Memorandum shall constitute a Financing Statement covering oil and gas extracted from the Contract Area to the extent that such oil and gas is owned by a defaulting party under the Operating Agreement. This Mortgage and Financing Statement shall be filed for record in the real estate records of any county or parish in which the Contract Area is situated and/or the Secretary of State and shall be filed by Operator upon its own motion or upon the request of any Non-Operator. Each of the undersigned Non-Operators shall be considered as both a debtor, to the extent that such party has failed to pay his or its share of expense, and as a secured party and mortgagee.

III.

Operator may terminate the effect of this Memorandum as to all or any portion of the Contract Area by recording a full or partial release hereof.

IV.

Any party requiring additional information concerning the rights and obligations of the parties under the Operating Agreement may contact the Operator at the following address:

OPERATOR:
Attn: Crawford Gupton
Quicksilver Resources Inc.
777 West Rosedale Street, Suite 300
Fort Worth, Texas 76104



Unrecorded

v.

This Memorandum, Mortgage and Financing Statement may be executed in any number of counterparts, each of which shall be considered an original for all purposes and shall be binding upon the heirs, successors and assigns of the parties. The Operator is hereby authorized to compile the signature and notary pages from each of the counterparts in order to have one instrument containing signature and notarial acknowledgments of all parties for recording purposes.

IN WITNESS WHEREOF this Memorandum of Operating Agreement, Mortgage and Financing Statement is executed on the 14th day of September, 2010, but made effective July 13, 2010.

OPERATOR:
QUICKSILVER RESOURCES INC. *K*

NON-OPERATOR
CHESAPEAKE EXPLORATION, LLC,
an Oklahoma limited liability company

By: *Clay Blum*
Clay Blum, V.P. U.S. Land

By: *[Signature]*
Henry J. Hood, Senior Vice President - *BPP*
Land and Legal & General Counsel *AB*
JSM

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 12th day of January, 2010, by Clay Blum, as V.P. U.S. Land on behalf of Quicksilver Resources Inc., a Delaware corporation.



Mimi E. Keenom
Mimi E. Keenom, Notary Public
Notary Public in and for the State of Texas
Tarrant County, Texas
My commission expires: 3.13.2013

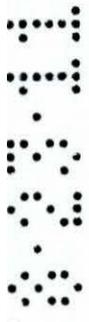
STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 14th day of September, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Council on behalf of Chesapeake Exploration, LLC, an Oklahoma limited liability company.



Keasha Hobbs
Notary Public,
My Commission Number: _____
My Commission Expires: _____

QUICKSILVER RESOURCES INC. OPERATING AGREEMENT



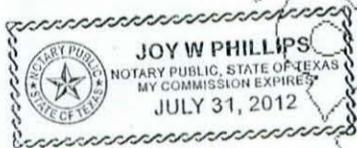
TOTAL E&P USA, INC., a Delaware corporation

By: [Signature]
Eric Bonnin
Vice President, Business Development & Strategy

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 4th day of October, 2010, by Eric Bonnin, Vice President, Business Development & Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.



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

UNOFFICIAL DOCUMENT

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

QUICKSILVER RESOURCES
801 CHERRY STREET 3700
FTW, TX 76102

Submitter: DEUX BULLEYS INC

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

Filed For Registration: 1/14/2011 3:40 PM

Instrument #: D211012526

A

4

PGS

\$24.00

By: _____

Mary Louise Garcia

D211012526

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

Prepared by: DBWARD

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

MEMORANDUM OF OIL AND GAS LEASE

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

THAT, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by **MARSHALL R. YOUNG OIL CO.**, hereinafter called "Lessee", whose address is 1320 South University Drive, Suite 400, Fort Worth, Texas 76107, to **FEDEX GROUND PACKAGE SYSTEM, INC.**, a Delaware corporation, hereinafter called "Lessor", whose address is, 1000 FedEx Drive, Moon Township, Pennsylvania 15108, Lessor has and does hereby GRANT, LEASE and LET unto Lessee for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas, and their respective constituent products produced therewith, the following described land located in Tarrant County, Texas, to wit:

44.289 acres, more or less, situated in the **J.W. Haynes Survey, Abstract No. 767**, more particularly described by mates and bounds in a deed dated June 27, 1990, but effective June 29, 1990, from Franklin Federal Bancorp, a Federal Savings Bank, to Services Development Corporation, a Delaware corporation, duly recorded at Volume 9968, Page 738 of the Official Public Records of Tarrant County, Texas, and bearing County Clerk's Document No. D190107247;

upon and subject to all of the terms and provisions set forth in that certain Oil and Gas Lease dated **May 19, 2006**, covering said land, and providing for a primary term of three (3) years, which may be extended for two (2) years, and as long thereafter as operations, as defined in said lease, are conducted upon the leased premises with no cessation for more than sixty (60) consecutive days or oil, gas or other related hydrocarbons produced with oil or gas is produced from the leased premises or the lease is otherwise maintained in force as therein provided. A copy of said lease is in the possession of each of the parties, and to which reference is made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective as of the May 19, 2006.

LESSOR:

FEDEX GROUND PACKAGE SYSTEM, INC.

By: James M. Maxwell
James M. Maxwell, Managing Director, Real Estate
Approved
Legal Department

06 OCT 17 P 1:38
[Handwritten signature]

STATE OF Pennsylvania §
 §
COUNTY OF Allegheny §

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the 5th day of September, 2006, by JAMES M. MAXWELL, Managing Director, Real Estate of FEDEX GROUND PACKAGE SYSTEM, INC., a Delaware corporation, on behalf of said corporation.

[SEAL]

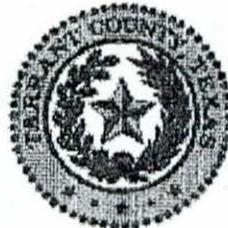


Julie Karalis
(Printed Name)
Notary Public - State of _____
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Julie Karalis, Notary Public
Moon Twp., Allegheny County
My Commission Expires Oct. 7, 2009
Member, Pennsylvania Association of Notaries



Umo Document



MARSHALL R YOUNG OIL CO
MRS. LINDA HOWARTH
1320 S UNIVERSITY DR #400
FT WORTH TX 76107
Submitter: MARSHALL R YOUNG OIL CO

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

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

Filed For Registration: 10/17/2006 01:29 PM
Instrument #: D206325106
OPR 2 PGS \$16.00

By: 



D206325106

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

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

MEMORANDUM OF OIL AND GAS LEASE

10127763

STATE OF TEXAS

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§
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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

BE IT REMEMBERED that on the 3 day of MAY, 2007, a Paid Up Oil and Gas Lease was made and entered into by and between **JAMES PARKER MCCULLEY**, 1317 Cartwright Drive, Cedar Hill, Texas, 75104, hereinafter called "(LESSOR)"; and **CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, an Oklahoma Limited Partnership**, P.O. Box 18496, Oklahoma City, Oklahoma 73154, hereinafter called ("LESSEE"), where LESSOR hereby grants, leases and lets exclusively to LESSEE for the purpose of exploring for, developing, producing and marketing oil, gas and all other liquid or gaseous minerals including sulfur produced as a component of oil and gas through the bore hole of an oil and gas well, from the following described land situated in Tarrant County, Texas, to-wit:

Tract A:

A 36.75 acre tract of land, being out of, and a part of the M.J. Brittain Survey, Abstract Number 104, Tarrant County, Texas, described in that certain Special Warranty Deed dated July 1, 1983 from Ned B. McCulley and wife, Deema R. McCulley, as Grantor, to James Parker McCulley, as Grantee, and recorded in Volume 10128, at page 2303, of the Deed Records of Tarrant County, Texas, being described by metes and bounds as follows:

TRACT No. 1: Part of the M.J. BRITTON SURVEY, situated about 6 1/2 miles Southeast from Fort Worth, in Tarrant County, Texas.

BEGINNING at the Northeast corner of the said M.J. BRITAIN SURVEY;

THENCE West 93 1/2 varas to a stake;

THENCE South 319 varas to a stake;

THENCE West 402 1/2 varas to a point whence a stake bears East 3 1/2 varas;

THENCE South 193 varas;

THENCE South 34 1/2 yards;

THENCE East 70 yards;

THENCE South 34 1/2 yards;

THENCE East 426-9/10 varas;

THENCE North 512 varas to the PLACE OF BEGINNING; and containing approximately 22-3/4 acres of land;

SAVE AND EXCEPT any part or portion thereof in the use or occupancy of any public road or highway;

TRACT No. 2: Being approximately 14 1/2 acres of land out of the M.J. BRITTON SURVEY, in Tarrant County, Texas, described by metes and bounds as follows: BEGINNING at a point on the East line of said M.J. BRITTON SURVEY, 268 varas North of the Southeast corner of the said 160 acre survey; THENCE North along the East line of said 160 acre survey; THENCE West 496 varas to a stake for corner; THENCE South 171-3/4 varas to a stake for corner; THENCE East 496 varas to the place of beginning; SAVE AND EXCEPT 1/2 acre out of the Northwest corner of the above described tract; AND FURTHER SAVE AND EXCEPT any part or portion thereof in the use or occupancy of any public road or highway.

TRACT B:

A 55.00 acre tract of land, being out of, and a part of the E.P. Paris Survey, Abstract Number 1223, Tarrant County, as described in that certain Warranty Deed dated December 19, 1990 from DeRema P. McCulley, as Grantor, to James Parker McCulley, M.D., as Grantee, and recorded in Volume 10128, at page 2307, Deed Records of Tarrant County, Texas, being described by metes and bounds as follows:

Three tracts of land described in a Deed recorded in Volume 484, page 303, Deed Records of Tarrant County, Texas, and more fully described as:

Tract 1: Beginning at the N.E. corner of the E.P. Paris Survey, Thence West 2,144.44 feet from which an oak brs. W. 70.37 feet; Thence South 609.72 feet to a stake from which an oak 7 in. in diameter brs. S. 63 eg. W. 12.5 feet; Thence East 2,144.44 feet to a stake in east line of said survey, from which an oak 6 in. in diameter brs. N. 8.33 feet; Thence 609.72 feet to the place of beginning, containing 30 acres, less one acre out of the NE corner of the said land heretofore sold for church purposes.

Tract 2: All that certain tract of 15 acres lying in the cross timbers of Tarrant County, Texas, being a part of a survey, patented by virtue of the said E.P. Paris certificate to J. Asbury; said 15 acres being described as follows:

Beginning at a stake in timber in said Asbury's east line 812.50 feet south of his N.E. corner; Thence West 2,144.44 feet to a stake in timber; Thence South 305.56 feet to a stake in timber; Thence East 2,144.44 feet to a stake in said Asbury's east line; Thence North 305.56 feet with said east line to the point of beginning.

Tract 3: Ten acres of land out of a 25 acre tract, deeded by W.G. Willowby to A.S. Biddison on the 6th day of August 1878, said deed being of record at page 494 of Volume One of the deed records of Tarrant County, Texas; beginning at the N.E. corner of the said 25 acre tract

Thence west 2,144.44 feet with the north line of the said tract to the N.W. corner of same; Thence south 202.78 feet to a stake; Thence East 2,144.44 feet to a stake in the east line of the said 25 acre tract; Thence north 202.78 feet to the place of beginning. This 10 acres being the same land that was deeded to John Guery on the 14th day of January 1889, as is shown by deed of record in Vol. 58, Page 275 of the deed records of Tarrant County, Texas.

Totaling 91.75 acres more or less.

Subject to the other provisions therein contained, said lease provides for a primary term of two (2) years, from the date hereof, and as long thereafter as oil or gas or other substances covered therein are produced in paying quantities from the leased premises or from lands pooled therewith, or this lease is otherwise maintained in effect pursuant to the provisions therein.

An Executed copy of said Oil and Gas Lease is in the possession of LESSEE at its address indicated above.

Executed this the 3 day of MAY, 2007.

LESSOR:

JAMES PARKER MCCULLEY

James Parker McCulley
By: James Parker McCulley

LESSEE:

CHESAPEAKE EXPLORATION
LIMITED PARTNERSHIP

Chiff J. Hermit
By: Chiff J. Hermit
Its: Land Manager M.R.

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

ACKNOWLEDGEMENTS

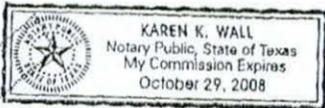
STATE OF TEXAS
COUNTY OF Dallas

Before me, Karen K Wall, the undersigned notary public, on this day personally appeared James Parker McCulley, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this 3rd day of May, 2007.

Karen K Wall
Notary Public, State of Texas

My Commission Expires: 10-29-08
Commission Number: _____



STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me this 17 of MAY, 2007, by Cliff J. Merritt as Land Manager of Chesapeake Exploration Limited Partnership on behalf of said corporation.



Valerie Burns
Notary Public, State of Oklahoma

My Commission Expires: _____
Commission Number: _____

P:\McCulley, James P., M.D.\Oil & Gas\McCulley Memorandum of U & G Lease 4-26-07.doc

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Unofficial Document



CHESAPEAKE OPERATING INC
PO BOX 18496
OKLAHOMA CITY OK 73154
Submitter: CHESAPEAKE OPERATING 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: 05/31/2007 01:35 PM
Instrument #: D207187540
LSE 4 PGS \$24.00

By: _____



D207187540

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.

CITY SECRETAR
CONTRACT NO 38128

OIL AND GAS LEASE

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

WITNESSETH:

1.

GRANTING CLAUSE

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

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

For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 26.5110 acres, whether actually containing more or less.

2.

PRIMARY TERM

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

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pipelines on the same basis as Lessee's share of liquids is stored or delivered. Lessor shall reimburse Lessee for all reasonable costs incurred by Lessee in installing, operating or maintaining additional facilities necessary for Lessor's royalty gas and processed liquids to be separately metered, accounted for, and delivered to a third party, but Lessor shall not be charged for any expense in the production, gathering, dehydration, separation, compression, transportation, treatment, processing or storage of Lessor's share of gas and processed liquids.

B. On products, twenty five percent (25%) of the gross market value or proceeds of sale thereof, whichever is higher.

C. On residue gas or gas remaining after separation, extraction or processing operations, twenty five percent (25%) of the proceeds of sale or of the market value thereof, whichever is higher.

D. For purposes of this Paragraph 4, the term "market value" shall mean for gas and products therefrom (i) the gross price at which gas or products therefrom are sold pursuant to a Gas Contract, as defined below, that is ratified by Lessor according to Paragraph G below or (ii) if not sold pursuant to a Gas Contract, as defined below, ratified by Lessor and Lessee, the highest gross price reasonably obtainable for the quantity of gas or products available for sale, through good faith negotiations for gas or products produced from the leased premises at the place where such gas or product is available for sale on the date of such a contract with adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that the production is being sold for no less than the current market price. Included within the definition of "Market Value" as used herein is the presumption that Gas Contracts that are ratified by Lessor are arms-length contracts with purchasers who are not affiliates of Lessee. An "affiliate" includes, but is not limited to, the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer of Lessee with respect to the ownership or operation of the processing plant, a corporation or other entity in which Lessee owns a ten percent or greater interest, or any individual, corporation or other entity that owns a ten percent or greater interest in Lessee. In no event shall "market value" ever be less than the amount actually received by the Lessee for the sale of hydrocarbons.

E. This Lease is intended to cover only oil and gas, but some other substances (including helium and sulphur) may be produced necessarily with and incidental to the production of oil or gas from the leased premises; and, in such event, this Lease shall also cover all such other substances so produced. On all such substances so produced under and by virtue of the terms of this Lease, Lessor shall receive a royalty of twenty five percent (25%) of all such substances so produced and saved, same to be delivered to Lessor, free of all costs; or, at Lessor's election, Lessor's twenty five percent (25%) of such substances shall be sold by Lessee with Lessee's portion of such substances and at the same profit realized by Lessee for its portion of such substances.

F. All royalties hereinabove provided shall be payable in cash (unless Lessor elects to take such royalty oil or gas in kind) to Lessor within sixty (60) days following the first commercial sale of production and thereafter no more than sixty (60) days after the end of the month following the month during which production takes place. Subject to the provisions of Paragraph 10 of this Lease concerning shut-in wells, royalties shall be paid to Lessor by Lessee and/or its assigns or by the product purchaser for oil and/or gas. Upon the failure of any party to pay Lessor the royalty as provided in this paragraph, Lessor may, at Lessor's option, elect to terminate this Lease by sending written notice to Lessee. Lessee shall then have thirty (30) days from the date of service of such written notice in which to avoid termination of this Lease by making or causing to be made the proper royalty payment or payments that should have been paid. If such royalty payment is not made on or before the expiration of the 30-day period, or written approval is not obtained from Lessor to defer such payment, Lessor may elect to terminate this Lease by filing a Notice of Termination with the County Clerk in the county where the leased premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk.

G. Lessee agrees that it will not enter into any contract for the sale, delivery, transporting or processing of gas produced from the leased premises which shall extend more than two (2) years from the effective date of such sales contract unless such contract has adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that production from this Lease is not being sold for less than the then current market value. At least thirty (30) days prior to the delivery or the execution of any contract for the sale, delivery, transporting or processing of gas produced from the leased premises, Lessee shall provide Lessor with a complete copy of each proposed contract for the purchase, transportation and/or processing of such gas that Lessee intends to execute (each a "Gas Contract"), whereupon, Lessor shall have fifteen (15) days within which to either ratify such Gas Contract or notify Lessee in writing that it does not approve of such Gas Contract, including a statement of the reasons that Lessor does not approve of such Gas Contract (Lessor's failure to respond within the fifteen (15) days either by ratification or by written notice that it does not approve of the proposed Gas Contract shall be deemed to be Lessor's ratification of such Gas Contract). If Lessor ratifies the Gas Contract, Lessor shall be deemed bound by the terms of such Gas Contract (and, at Lessee's option, Lessor shall execute such Gas Contract as a party thereto) and the gas or products therefrom sold pursuant to such Gas Contract shall be deemed sold at market value based on the gross price stated therein. Lessee shall not amend or modify any material terms of a Gas Contract ratified by Lessor without the prior written consent of Lessor. If Lessor does not approve of a Gas Contract, Lessee shall consult with Lessor in an effort to agree to the terms of the proposed Gas Contract, and if the other party or parties to the Gas Contract agree to the changes or modifications to the Gas Contract which are

proposed by Lessor in order for Lessor to ratify such Gas Contract, then Lessor shall be deemed to have ratified such Gas Contract (and, at Lessee's option, Lessor shall execute such Gas Contract as amended and modified, as a party thereto). If Lessor and Lessee cannot agree on the terms of a Gas Contract that are acceptable to the other party or parties thereto, Lessee may elect to execute such Gas Contract and sell, deliver, transport and process gas according to the terms thereof, subject to the other terms of this Paragraph 4 concerning the payment of Lessor's royalty on gas and products there from, including the right of Lessor to take its share of gas in kind. In the event Lessor elects to take and separately dispose of its royalty share of gas, the parties shall enter into a mutually acceptable balancing agreement providing for (a) the right of an under produced party to make up an imbalance by taking up to 150 percent of its share of production and (b) an obligation to settle any imbalance remaining after depletion in cash, based on the proceeds received by the overproduced party when the imbalance was created, or if the overproduced party's gas was used but not sold, based on the market value of the gas when imbalance was created.

H. In the event Lessee enters into a gas purchase contract which contains what is commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to the producer for gas not taken by the purchaser) and the purchaser under such gas purchase contract makes payment to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to twenty five percent (25%) of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Such royalty payments shall be due and owing to Lessor within thirty (30) days after the receipt of such payments by Lessee. If the gas purchaser "makes up" such gas within the period called for in the gas contract and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such "make up" gas. If Lessee is not producing any quantities of gas from the leased premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this Lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third-party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchaser and/or transporter of Lessor's gas, irrespective of any provision of said contracts to the contrary, and such gas purchase contract and/or transportation agreement will expressly so provide. Further, Lessor shall be entitled to twenty-five percent (25%) of the value of any benefits obtained by or granted to Lessee from any gas purchaser and/or transporter for the amendment, modification, extension, alteration, consolidation, transfer,

cancellation or settlement of any gas purchase contract and/or transportation agreement.

I. Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will be run, free of cost to Lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered and Lessor properly compensated therefor.

J. Any payment of royalty or shut-in gas royalty hereunder paid to Lessor in excess of the amount actually due to the Lessor shall nevertheless become the property of the Lessor if Lessee does not make written request to Lessor for reimbursement within one (1) year from the date that Lessor received the erroneous payment, it being agreed and expressly understood between the parties hereto that Lessor is not the collecting agent for any other royalty owner under the lands covered hereby, and a determination of the name, interest ownership and whereabouts of any person entitled to any payment whatsoever under the terms hereof shall be the sole responsibility of Lessee. It is further expressly agreed and understood that: (i) this provision shall in no way diminish the obligation of Lessee to make full and punctual payments of all amounts due to Lessor or to any other person under the terms and provisions of this Lease, and (ii) any overpayments made to the Lessor under any provisions of this Lease shall not be entitled to be offset against future amounts payable to parties hereunder.

K. The terms of this Lease may not be amended by any division order and the signing of a division order by any mineral owner may not be made a prerequisite to payment of royalty hereunder.

L. Oil, gas or products may not be sold to a subsidiary or affiliate of Lessee as defined herein without the Lessor's prior written permission.

M. Lessee shall pay Lessor royalty on all gas produced from a well on the leased premises and sold or used off the leased premises, regardless of whether or not such gas is produced to the credit of Lessee or sold under a contract executed by or binding on Lessee. Should gas be sold under a sales contract not binding on Lessee, Lessor's royalty will be calculated based on the highest price paid for any of the gas produced from the well from which such gas is produced. In no event will the price paid Lessor for Lessor's share of gas be less than the price paid Lessee for Lessee's share of gas.

5.

POOLING

Lessee, upon the prior written consent of Lessor which shall not be unreasonably withheld, is hereby given the right to pool or combine the acreage covered by this Lease or any portion thereof as to oil and gas, or either of them with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when it is necessary or advisable to do so in order to properly explore, or develop, produce and operate said leased premises in compliance with the spacing rules of the appropriate lawful authority, or when to do so would promote the conservation of oil and gas in and under and that

may be produced from said premises. In the absence of field rules, units pooled for oil and gas hereunder shall not exceed the acreage provided for retained acreage tracts in Section 7. Lessee, under the provisions hereof, may pool or combine acreage covered by this Lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing the pooled acreage as a pooled unit. In this regard, Lessee shall provide Lessor with a copy of any and all documents filed with any regulatory authority or recorded in the records of any county within thirty (30) days of filing such documents. Upon the recordation of the unit in the county records and the timely furnishing of the copies required herein to Lessor the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this Lease, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this Lease whether or not the well or wells be located on the premises covered by this Lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of this Lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, there shall be allocated to the land covered by this Lease and included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be on oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from this Lease or oil pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from this Lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the

effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this Lease. If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided above. As used in this paragraph, 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. Notwithstanding anything to the contrary therein above, all of the leased premises contained in this lease shall be included in a unit unless Lessee is able to demonstrate that for prudent development purposes only a portion of the lease should be included in a unit. In such cases, at least 50% of the leased premises must be included in the unit.

6.

CONTINUOUS DRILLING

At the expiration of the primary term this Lease shall remain in full force and effect for so long as Lessee is conducting Continuous Drilling Operations (as herein defined). Lessee shall be considered to be engaged in Continuous Drilling Operations at the expiration of the primary term if: (1) Lessee is then engaged in drilling operations on the leased premises or lands pooled therewith or (2) Lessee has completed a well as a producer or as a dry hole within one hundred twenty (120) days prior to the expiration of the primary term. Lessee also shall be considered to be engaged in Continuous Drilling Operations for so long thereafter as Lessee conducts drilling operations on the leased premises, or lands pooled therewith, with due diligence and with intervals of no more than one hundred twenty (120) days between the date of completion of one well and the date of commencement of drilling operations on an additional well. "Completion" shall be considered to be the date of release of the completion rig for a completed well, but in no event more than one hundred twenty (120) days following the release of the drilling rig. In the case of a dry hole, "completion" shall be considered to be the date of release of the drilling rig. "Commencement" shall be the actual spud date of a well. Continuous Drilling Operations shall be deemed to have ceased upon the failure of Lessee to commence drilling operations on an additional well within such one hundred twenty (120) day period. When the Continuous Drilling Operations cease, the provisions of Paragraph 7 will be applicable.

7.

RETAINED ACREAGE

A. Vertical Wells

At the expiration of the primary term of this Lease or upon the termination of the continuous drilling program set forth in Paragraph 6, each non-horizontal well drilled hereon capable of producing in paying quantities will hold only forty (40) acres for any formation from the surface to the base of the

Barnett Shale formation. As to depths below the base of the Barnett Shale Formation, the proration unit shall be the minimum size necessary to obtain the maximum production allowable. If the proration unit for a well completed below the base of the Barnett Shale Formation is larger than 40 acres, the well may maintain the Lease as to formations above the base of the Barnett Shale Formation as to not more than 40 acres. All other acreage except that included in a proration unit or pooled unit as described above will cease to be covered by this Lease and will be released. To the extent possible, each such proration unit will be in the shape of a square, with the bottom of the well in the center. Further, it is understood and agreed that Lessee shall earn depths as to each proration unit or pooled unit only from the surface down a depth which is the stratigraphic equivalent to a depth of one hundred feet (100') below the deepest producing formation in such well which is capable of producing oil or gas in paying quantities at the expiration of the primary term of this Lease or upon the termination of the continuous drilling program set forth in Paragraph 6. This Lease will terminate as to all depths below such depths as to each respective proration unit or pooled unit. If production should thereafter cease as to acreage included in a proration unit or pooled unit, this Lease will terminate as to such acreage unless Lessee commences reworking or additional drilling operations on such acreage within ninety (90) days thereafter and continues such reworking or additional drilling operations until commercial production is restored thereon, provided that if more than ninety (90) days elapse between the abandonment of such well as a dry hole and the commencement of actual drilling operations for an additional well, or more than ninety (90) days pass since the commencement of reworking operations without the restoration of commercial production, this Lease shall terminate as to the applicable proration unit or pooled unit.

At any time or times that this Lease terminates as to all or any portion of the acreage of the leased premises, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and shall furnish executed counterparts of each such release to Lessor at the address shown in Paragraph 19 hereof.

B. Horizontal Wells

It is expressly understood and agreed that, subject to the other terms, provisions and limitations contained in this Lease, Lessee shall have the right to drill "horizontal wells" under the leased premises, or lands pooled therewith. The term "horizontal well" or "horizontally drilled well" shall mean any well that is drilled with one or more horizontal drainholes having a horizontal drainhole displacement of at least five hundred eighty-five (585) feet. For the purposes of further defining the term "horizontal wells" and "horizontally drilled" reference is made to the definitions contained within Statewide Rule 86, as promulgated by the Railroad Commission of Texas, which definitions are incorporated herein for all purposes.

In the event of any partial termination of the Lease as provided in Paragraph 7A, then, with

regard to a well which is a horizontal well or a horizontally drilled well, Lessee shall be entitled to retain all sands and horizons at all depths from the surface down to a depth which is the stratigraphic equivalent of a depth of one hundred (100) feet below the base of the deepest producing formation in such well which is capable of producing oil or gas in paying quantities, but only in a spacing unit the area or number of acres of which are equal to the area or number of acres determined by adding twenty (20) acres for each five-hundred eighty-five (585) feet horizontally drilled to the original forty (40) acres deemed to be a proration unit for each vertical well. Each such tract around each horizontally drilled well shall be as nearly in the shape of a square or a rectangle as is practical with the boundaries of the tract including the entire horizontal drainhole and the lateral boundaries of such tract being approximately equal distance from such drainhole and parallel thereto.

If production should thereafter cease as to acreage included in a proration unit or pooled unit, this Lease will terminate as to such acreage unless Lessee commences reworking or additional drilling operations on such acreage within ninety (90) days thereafter and continues such reworking or additional drilling operations until commercial production is restored thereon, provided that if more than ninety (90) days pass between the abandonment of such well and the commencement of actual drilling operations for an additional well, or more than ninety (90) days pass since the commencement of reworking operations without the restoration of commercial production, the Lease shall terminate as to the applicable proration unit.

At any time or times that this Lease terminates as to all or any portion of the acreage of the leased premises, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and shall furnish executed counterparts of each such release to Lessor at the address shown in Paragraph 19 hereof.

8.

OFFSET OBLIGATIONS

In the event a well or wells producing oil or gas should be brought in on land within 330 feet from any boundary of the leased premises. Lessee agrees within sixty (60) days from commencement of production from such well or wells to commence the actual drilling of an offset well or wells on the leased premises; provided that the well or wells which are to be offset are producing in paying quantities and have been perforated and fraced within 330 feet of the leased premises; or Lessee shall release to Lessor free of this Lease the offsetting tract.

9.

FORCE MAJEURE

A. The term "force majeure" as used herein shall mean and include: requisition, order, regulation, or control by governmental authority or commission; exercise of rights or priority or control by governmental authority for national defense or war purpose resulting in delay in obtaining or inability to

obtain either material, equipment or means of transportation normally necessary in prospecting or drilling for oil, gas or other mineral granted herein, or in producing, handling or transporting same from the leased premises; war, scarcity of or delay in obtaining materials or equipment; lack of labor or means of transportation of labor or materials; acts of God; insurrection; flood; strike; or other things beyond the control of Lessee. The term "force majeure" shall not include lack of markets for production or any other events affecting only the economic or financial aspects of drilling, development or production.

B. Notwithstanding any other provisions of this Lease, but subject to the conditions hereinafter set forth in this Paragraph 9, should Lessee be prevented by "force majeure" as defined above, from conducting drilling or reworking operations on, or producing oil, gas or other mineral from, the leased premises, such failure shall not constitute a ground for the termination of this Lease or subject said Lessee to damages therefore, and the period of time during which Lessee is so prevented shall not be counted against Lessee, but this Lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas or other mineral from, such leased premises provided, however, that in no event will the primary term be extended unless Lessee has begun the actual drilling of a well prior to the date of the expiration of the primary term. All of the provisions of this paragraph are subject to each of the following express conditions:

The terms and conditions of this paragraph shall not extend beyond the expiration date of any law, order, rule or regulation invoked under this paragraph, and shall be applicable and effective only during the following periods:

- (1) If the force majeure shall occur during the primary term of this Lease, it shall not operate to extend this Lease more than two (2) consecutive years beyond the expiration of the primary term.
- (2) If the force majeure shall occur during a one hundred twenty (120) day drilling or reworking period provided for in Paragraphs 6 and 7 hereof, after the primary term has expired, then it shall not operate to extend the Lease more than two (2) successive years beyond the expiration of such one hundred twenty (120) day periods.
- (3) In no event will the primary term be extended beyond the two (2) year term described in B (1) and B (2).

C. None of the provisions of this paragraph shall ever be or become effective and applicable unless Lessee shall, within a reasonable time (not to exceed sixty (60) days in any event) after occurrence of the claimed event of force majeure above referred to, notify the Lessor, in writing, of such occurrence with full particulars thereof.

D. The terms of this paragraph do not apply to monetary payments due under the terms of this Lease.

10.

SHUT-IN GAS WELL PROVISIONS

If at any time after the expiration of the primary term while there is a gas well on the leased premises or land pooled therewith which is capable of producing gas in paying quantities, but the production thereof is shut-in or suspended for any reason, and if this Lease is not then continued in force by some other provision hereof, then this Lease shall nevertheless continue in force as to such well and the pooled unit or proration unit allocated to it for a period of sixty (60) days from the date such well is shut-in or at the end of the primary term, whichever is the later date. Before the expiration of any such sixty (60) day period, Lessee or any Assignee hereunder may pay or tender to the Lessor a shut-in royalty equal to Five Thousand Dollars (\$5,000.00) per shut-in gas well and if such payment or tender is timely made, this Lease shall continue in force but only as to said well or wells and the proration unit or the pooled unit allocated to it or them and it shall be considered that gas is being produced from said well or wells in paying quantities for one (1) year from the date such well or wells are shut-in, and in like manner one, and only one, subsequent shut-in royalty payment may be made or tendered and it will be considered that gas is being produced from said well or wells in paying quantities for such additional one (1) year period as well.

Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should such shut-in royalty payments not be made in a timely manner as provided in this section, it will be considered for all purposes that there is no production and no excuse for delayed production of gas from any such well or wells, and unless there is then in effect other preservation provisions of this Lease, this Lease shall terminate. Lessee shall pay or tender directly to the Lessor at the address as shown in Paragraph 19 all shut-in royalty payments as required by this Lease.

11.

INFORMATION, ACCESS AND REPORTS

A. Lessor shall have free access at all times to all wells, tanks, and other equipment that services wells under the leased premises, including drilling wells, and Lessee agrees to furnish Lessor, or Lessor's nominee, currently and promptly, upon written request, with full well information including cores, cuttings, samples, logs (including Schlumberger and other electrical logs), copies and results of deviation tests and directional and seismic surveys, and the results of all drill stem tests and other tests of other kind or character that may be made of wells on the leased premises. Lessor or Lessor's nominee shall be furnished with and have free access at all times to Lessee's books and records relative to the production and sale of oil, gas or other minerals from the leased premises, including reports of every kind and character to governmental authorities, State or Federal. Lessor shall have the right at its election to employ gaugers or install meters to gauge or measure the production of all minerals produced from the

leased premises, and Lessee agrees to prepare and deliver to Lessor or Lessor's gauger or nominee duplicate run of gauge tickets for all minerals removed from the premises. Lessee shall furnish to Lessor daily drilling reports on each well drilled.

B. Lessee shall furnish to Lessor, within a reasonable time after its execution, a copy of any gas purchase contract or transportation agreement entered into in connection with the leased premises, or if there is already a gas purchase contract or transportation agreement in effect due to Lessee's operations in the field, then a copy of that contract. Furthermore, a copy of any amendments to the gas purchase contract or transportation agreement shall be furnished said Lessor within thirty (30) days after execution thereof; and on request of Lessor and without cost to the Lessor, Lessee shall furnish Lessor a copy of the following reports: core record, core analysis, well completion, bottom hole pressure measurement, directional survey records, electrical and induction surveys and logs, gas and oil ratio reports, paleontological reports pertaining to the paleontology of the formations encountered in the drilling of any wells on the leased premises, and all other reports which pertain to the drilling, completing or operating of the wells located on the leased premises. Such information shall be solely for Lessor's use, and Lessor shall in good faith attempt to keep same confidential for twelve (12) months after receipt.

C. Lessee shall advise Lessor in writing of the location of all wells drilled upon the leased premises on or before thirty (30) days prior to commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of each well drilled within thirty (30) days after completion or abandonment.

12.

PRESERVATION OF ECOLOGY OF LEASED PREMISES

Any overflows or releases affecting the leased premises, including, but not limited to, salt water, mud, chemical, or oil shall be reported immediately to Lessor. Lessee shall not use any water in, on or under the leased premises without the prior written consent of the Lessor.

13.

REMOVAL OF EQUIPMENT

Lessee shall have the right at any time during or within six (6) months after the expiration of this Lease (but not thereafter) to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing, except as to water wells as provided for in Paragraph 14 (d). This paragraph shall not apply to equipment or casing on or in an oil or gas well capable of producing in paying quantities, but Lessee shall be paid reasonable salvage value for any such casing or equipment. It is contemplated that Lessee may drill across and through lands covered by this agreement where production is not obtained or ceases. Where the casing or pipeline placed or laid through such non-producing lands is necessary to the production of a well or wells located on other lands covered by this Lease, or lands pooled

therewith, it is expressly understood and agreed that Lessor will make no demand that such casing, pipelines or other equipment necessary for the production of a well or wells drilled by Lessee be removed as long as such casing, pipelines and other equipment is necessary for the production of a producing well or wells drilled by Lessee.

14.

ASSIGNABILITY BY LESSEE

This lease may be assigned in whole or in part by Lessee and the provisions shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that any such assignment by Lessee shall require the prior written consent of Lessor. All transfers by Lessee (including assignments, sales, subleases, overriding royalty conveyances, or production payment arrangements) must be recorded in the county where the lease premises are located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be delivered to the Lessor within sixty (60) days of the execution date. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the Lessor by the original Lessee or any prior transferee of the Lease, including any liabilities to the Lessor for unpaid royalties. No such transfer shall release the Lessee (or any subsequent transferor) from any obligation hereunder.

15.

NO WARRANTY

This Lease is given and granted without warranty of title, express or implied, in law or in equity. Lessor agrees that Lessee, at Lessee's option, may purchase or discharge, in whole or in part, any tax, mortgage or other lien upon the leased premises and thereupon be subrogated to the right of the holder thereof, and may apply royalties accruing hereunder toward satisfying same or reimbursing Lessee. It is also agreed that if Lessor owns an interest in the oil and gas under the leased premises less than the entire fee simple estate therein, the royalties to be paid Lessor shall be reduced proportionately, but in no event shall the shut-in royalty amount for a gas well, as provided for in Paragraph 10 hereof, be reduced.

16.

INDEMNITY

LESSEE SHALL EXPRESSLY RELEASE AND DISCHARGE ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, AND EXECUTIONS WHICH IT EVER HAD, OR NOW HAS OR MAY HAVE, OR ASSIGNS MAY HAVE, OR CLAIM TO HAVE, AGAINST THE LESSOR OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, SUCCESSORS, ASSIGNS, SPONSORS, VOLUNTEERS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF PERSONAL INJURIES, KNOWN OR UNKNOWN, AND INJURIES TO PROPERTY, REAL OR PERSONAL, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE

PERFORMANCE OF THE WORK PERFORMED BY THE LESSEE. THE LESSEE SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF BONUS AND/OR ROYALTIES REGARDING OWNERSHIP OF THE LESSOR'S MINERAL INTEREST OF THE LEASED PREMISES WHICH MAY BE MADE OR ASSERTED BY LESSEE, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE OWNERSHIP AND TITLE OF THE MINERAL INTEREST OF THE LESSOR UNDER THIS LEASE.

THE LESSEE SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES AND DEATH IN CONNECTION THEREWITH WHICH MAY BE MADE OR ASSERTED BY LESSEE, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE LESSEE UNDER THIS LEASE.

THE LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM ANY LIABILITIES OR DAMAGES SUFFERED AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE LESSOR, ITS DEPARTMENTS, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF THE ACTS OR OMISSIONS OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS INCLUDING, BUT NOT LIMITED TO, CLAIMS AND

DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE LESSEE TO INDEMNIFY AND PROTECT LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

17.

INSURANCE

Lessee shall provide or cause to be provided the insurance described in the City of Fort Worth Gas Ordinance for each well drilled under the terms of this Lease, such insurance to continue until the well is abandoned and the site restored. Such insurance shall provide that Lessor shall be a co-insured, without cost, and that said insurance can not be canceled or terminated without thirty (30) days prior notice to Lessor and ten (10) days notice to Lessor for nonpayment of premiums.

18.

RELEASES REQUIRED

Within thirty (30) days after the partial termination of this Lease as provided under any of the terms and provisions of this Lease, Lessee shall deliver to Lessor a plat showing the production units designated by Lessee, copies of logs showing depths to be retained within each unit, and a fully executed, recordable release properly describing by metes and bounds the lands and depths to be retained by Lessee around each producing well. If this Lease terminates in its entirety, then Lessee shall deliver a complete, fully executed, recordable release to Lessor within thirty (30) days. If such release complies with the requirements of this section, Lessor shall record such release. If Lessee fails to deliver a release complying with the requirements of this section within thirty (30) days after Lessor's demand therefore, then Lessee shall pay Lessor an amount equal to Five Dollars (\$5.00) per acre per day for each acre of the leased premises that should have been released, beginning with the 30th day after the date of Lessor's request and continuing until such release has been executed and delivered to Lessor. It is agreed that actual damages to Lessor for Lessee's failure to deliver such release are difficult to ascertain with any certainty, and that the payments herein provided are a reasonable estimate of such damages and shall be considered liquidated damages and not a penalty. Furthermore, Lessor is hereby authorized to execute and file of record an affidavit stating that this Lease has expired and the reason therefor, and such

affidavit shall constitute prima facie evidence of the expiration of this Lease or any part of this Lease.

19.

NOTICES

A. **Notifications Required.** Lessee shall advise Lessor in writing of the location of each well to be drilled upon the leased premises or on land pooled therewith on or before thirty (30) days after commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of each well drilled on the leased premises or on land pooled therewith. Such notice shall include furnishing the Lessor a copy of the applicable completion or plugging report filed with any governmental or regulatory agency and a plat or map showing the location of the well on this Lease or lands pooled therewith within thirty (30) days after completion or abandonment.

Reports are also to be made monthly, to include (1) name of well, total monthly production and total product sales and (2) lease activity report to include drilling, testing, fracing, completing, reworking, recompleting, plugging back, repairing and abandonment of the well and (3) compliance with the Minority/Women Business Enterprise (MWBE) Goal of 3% for leases over 40 acres.

B. All notices, information, letters, surveys, reports, material, and all other documents, required or permitted to be sent to Lessor by Lessee shall be sent by certified United States mail, postage prepaid, return receipt required, to the following address:

City of Fort Worth
Attention: Director, Department of Planning
1000 Throckmorton Street
Fort Worth, Texas 76102

C. All notices required or permitted to be sent to Lessee by Lessor shall be sent to Lessee by certified United States mail, postage prepaid, return receipt requested to the following address:

Quicksilver Resources, Inc.
777 W. Rosedale St. #300
Fort Worth, TX 76104

D. Service of notices, and other documents, hereunder is complete upon deposit of the mailed material in a post office or official depository under the care and custody of the United States Postal Service, in a postpaid, properly addressed and certified wrapper.

E. Any party hereto shall have the right to change the name or address of the person or persons required to receive notices, and other documents, by so notifying the other party in writing.

20.

BREACH BY LESSEE

Lessee shall conduct Lessee's operations in strict compliance with all of the terms and provisions of this Lease and with all applicable local, state and federal rules and the regulations of any regulatory body having jurisdiction of such operations including, but not limited to, all local, state and federal environmental rules and regulations and applicable city ordinances.

In the event Lessor considers that operations are not, at any time, being conducted in compliance with this Lease, or any implied covenant of this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of any express or implied covenant or obligation of Lessee hereunder and, Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with its obligations hereunder. Failure on the part of Lessee to timely commence efforts to rectify any such breach and to exercise diligence in remedying any such breach shall operate as a forfeiture of this Lease as to the portion thereof effected by such breach, provided that if Lessee, in good faith, disputes any alleged grounds of breach set forth in such notice, Lessee may, within said sixty (60) day period, institute a Declaratory Judgment Action in any District Court in a county where all or part of the said leased premises are located questioning whether it has in fact breached any expressed or implied covenant of this Lease, thereby staying any forfeiture during the pendency of such action. However, in the event that Lessor obtains a final judicial ascertainment in any such proceeding that Lessee is in breach of any covenant hereof, express or implied, then it is agreed that Lessor shall be entitled to a decree providing for cancellation or forfeiture of the Lease in the event such breach is not rectified or commenced in good faith to be rectified by Lessee within thirty (30) days from date such decree becomes final.

21.

LOCATION OF DRILLING ACTIVITY, PIPELINES AND EQUIPMENT

No drilling or other activity shall be conducted on the surface of the leased premises and no roads, electric lines, pipelines, equipment, or other structures shall be placed on the surface of the leased premises.

22.

COMPLIANCE WITH LAWS

Lessee shall comply with all applicable rules, regulations, ordinances, statutes and other laws in connection with any drilling, producing or other operations under the terms of this Lease, including, without limitation, the oil and gas well regulations of the City of Fort Worth.

23.

CONFLICT OF INTEREST

Lessee represents that Lessee; its officers and directors, are not employees or officers of the City of Fort Worth nor is Lessee (its officers and directors) acting on behalf of any such officer or employee of the City of Fort Worth.

24.

TERMS

All of the terms and provisions of this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and authorized assigns of the parties hereto.

25.

ENTIRE AGREEMENT

This Lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this Lease shall be binding upon each party executing the same, regardless of whether or not executed by all owners of the above described land or by all persons above named as "Lessor", and, notwithstanding the inclusion above of other names as "Lessor", this term as used in this Lease shall mean and refer only to such parties as execute this Lease and their successors in interest.

26.

CAPTIONS

The captions to the various paragraphs of the Lease are for convenience only, to be used primarily to more readily locate specific provisions. They shall not be considered a part of the Lease, nor shall they be used to interpret any of the Lease provisions.

27.

COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

28.

INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Lease, this Lease shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Lease.

29.

NO THIRD PARTY RIGHTS

The provisions and conditions of this Lease are solely for the benefit of the Lessor and the Lessee, and any lawful assign or successor of the Lessee and are not intended to create any rights, contractual or otherwise, to any other person or entity.

30.

SEVERABILITY

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

31.

VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Lease, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Lease shall be construed in accordance with the laws of the State of Texas.

32.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Lessee shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the Lessor. Lessee shall have the exclusive right to control all details and day-to-day operations relative to this Lease and all Exhibits and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee acknowledges that the doctrine of *respondent superior* will not apply as between the Lessor and Lessee, its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee further agrees that nothing in this Lease will be construed as the creation of a partnership or joint enterprise between the Lessor and Lessee.

33.

GOVERNMENTAL POWERS

It is understood that by execution of this Lease, the Lessor does not waive or surrender any of its governmental powers.

EXECUTED and effective as of the date of the notarial acknowledgment of the Lessor's execution.

LESSOR:

CITY OF FORT WORTH

By: *Terrence Cook*
Assistant City Manager

ATTEST:

Dr. [Signature]
City Secretary

APPROVED AS TO FORM AND LEGALITY:

C-23250
Contract Authorization

12/16/08
DATE

Assistant City Attorney

Sarah J. McLaughlin

LESSEE:

QUICKSILVER RESOURCES, INC.

By: Clay Blum

RD Clay Blum, Vice President of US Land

Date: 10/21/2008

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Clay Blum, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

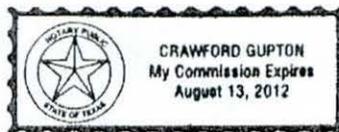
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of October, 2008.

Crawford M. Gupton
Notary Public in and for the State of Texas

[SEAL]

My Commission Expires: 08-13-2008

Crawford M. Gupton Print Name of Notary Public Here



THE STATE OF TEXAS

COUNTY OF TARRANT

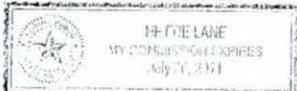
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Fernando Costa, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of January, 2009

Hilke Lane
Notary Public in and for the State of Texas

[SEAL]

My Commission Expires:



Print Name of Notary Public Here

After recording
Please return to:

Kenneth J. (Ken) Struthers
131 Stones Edge
Montgomery, Texas 77356

133

**EXHIBIT A
SOUTHEAST SERVICE CENTER**

26.5110 acres, more or less, City of Fort Worth, better described as follows:

26.5110 acres of land, more or less, situated in the G.J. Ashabranner Survey, Abstract Number 7, Tarrant County, Texas, and being more particularly described as Lot 1, Block 1 and Lot 2K, Block 2, to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded at Plat 388-112/25 and Plat Cabinet A/3343, Plat Records, Tarrant County, Texas and also being the same tract of land described in that certain Warranty Deed, dated June 12, 1975, by and between Donald Kerr and Associates, Inc., Trustee, to the City of Fort Worth, recorded at Volume 5839, Page 60 of the Official Records of Tarrant County, Texas.

Unofficial Document



Umo... Document



KENNETH J. STRUTHERS
131 STONES EDGE
MONTGOMERY TX 77356
Submitter: KENNETH J. STRUTHERS

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

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

Filed For Registration: 01/15/2009 03:03 PM
Instrument #: D209011528
LSE 23 PGS \$100.00

By: _____ 



D209011528

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: DS

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor 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 there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all of an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer, at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

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

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

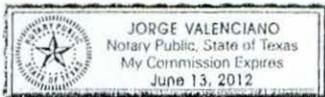
LESSOR (WHETHER ONE OR MORE)

Noma Ann Valles
Noma Ann Valles

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 2nd day of August, 2010, by: Noma Ann Valles aka Noma Ann Cranfill Valles, as her sole and separate property.



Notary Public, State of _____
Notary's name (printed): _____
Notary's commission expires: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2010, by: _____

Notary Public, State of _____
Notary's name (printed): _____
Notary's commission expires: _____

730

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES
500 TAYLOR ST #600
FT WORTH, TX 76102

Submitter: DALE RESOURCES LLC

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

Filed For Registration: 8/9/2010 3:39 PM

Instrument #: D210492777

LSE 3 PGS \$20.00

By: *Suzanne Henderson*

D210192777

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

Prepared by: DNCLARK

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

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

COUNTY OF TARRANT

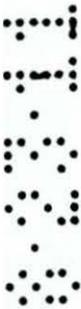
THIS MEMORANDUM, made this 22th day of February, 2011, by and between Scott R. Davidson, a single man, whose address is 2620 West Arkansas Lane, Arlington, Texas 76016 hereinafter called "Lessor", and Quicksilver Resources Inc., Lessee, 801 Cherry St., Suite 3700, Fort Worth, Texas 76102, hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil, Gas and Mineral Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Tarrant, State of Texas, and more particularly described as follows:

See Exhibit "A" ^{GH} and ~~"B"~~ Attached Hereto And By Reference Made a Part Hereof:

The term of said Oil, Gas and Mineral Lease is for Three (3) years from the date thereof with an option to extend for Two (2) additional years and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided

Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.



IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil, Gas and Mineral Lease to be executed effective as of the day and year first herein written.

LESSOR(S):

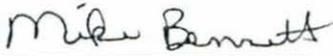


Scott R. Davidson, a single man

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 23 day of February, 2011, by Scott R. Davidson, a single man.



Notary Public, State of Texas



PLEASE RETURN TO:
Mr. Crawford Gupton
Quicksilver Resources Inc.
801 Cherry Street, Suite 3700
Fort Worth, Texas 76102

Unofficial Document

Exhibit A

Attached to and by reference made a part of that certain Oil, Gas and Mineral Lease dated February 22, 2011, by and between Scott R. Davidson, as Lessor, and Quicksilver Resources, Inc., as Lessee.

2.045 acres, more or less, being described as follows:

0.138 acres of land, more or less, situated within the L. Moore Survey A-1093, Tarrant County, Texas, being Lot 85, Block 7, of the McConnell Addition, an addition to the City of Fort Worth, Tarrant County, Texas. (1200 Pulaski Street)

0.138 acres of land, more or less, situated within the L. Moore Survey A-1093, being Lot 63, Block 4, of the McConnell Addition, an addition to the City of Fort Worth, Tarrant County, Texas. (1215 Pulaski Street)

0.138 acres of land, more or less, situated within the D. Dulaney Survey A-410, being Lot 24 Block 57, of the Highland Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in volume 310 page 60 deed records Tarrant County, Texas. (1447 Elmwood Ave)

0.138 acres of land, more or less, situated within the D. Dulaney Survey A-410, being Lot 12 Block 51, of the Highland Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in volume 310 page 60 deed records Tarrant County, Texas. (1346 E Richmond)

0.138 acres of land, more or less, situated within the D. Dulaney Survey A-410, being Lot 17 Block 47, of the Highland Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in volume 310 page 60 deed records Tarrant County, Texas (1261 E Richmond)

0.138 acres of land, more or less, situated within the L. Moore Survey A-1093, being Block 76, Lot S 50' of 8, of the Highland To Glenwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas. (1512 Belzise)

0.135 acres of land, more or less, situated within the J. Haynes Survey A-779, being Lot 13, Block 5, of the Southport 3rd Addition, an addition to the City of Fort Worth, Tarrant County, Texas. (2713 Canberra Court)

0.174 acres of land, more or less, situated within the C. T. Hilliard Survey A-715, being Lot 22, Block 8, of the W. S. Keller Addition, an addition to the City of Fort Worth, according to the map recorded in Volume 388-V, Page 3, of the Plat Records, Tarrant County, Texas. (4125 Martin)

0.177 acres of land, more or less, situated within the G. W. Crpw Survey A-298, being Lot 5, Block 3, of the Forest Edge Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-32 Page 16 of the deed records Tarrant County, Texas. (3820 Triumph)

0.241 acres of land, more or less, situated within the M. DE LA GARZA SURVEY A-617, being Lot 4, Block 5, of the Forest Oaks Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the map recorded in Volume 388-H, Page 349, of the Plat Records, Tarrant County, Texas. (3905 Frisco Ave)

0.115 acres of land, more or less, situated within the L. Moore Survey A-1093, being Lot 15 of the Eggleston Addition, an addition to the City of Fort Worth, Tarrant County, Texas. (1326 Illinois ave)

0.180 acres of land, more or less, situated within the Wm. Stone Survey A-1400, being Lot 10, Block E, of the Coventry Addition, an addition to the City of Fort Worth, according to the Plat thereof recorded in Cabinet A, Slide 6991, of the Plat Records, Tarrant County, Texas. (536 Nuffield)

0.195 acres of land, more or less, situated within the J. Tuell Survey A-1530, being Lot 10, Block 7, of the Vickery Garden Tracts Addition, an addition to the City of Fort Worth, Tarrant County, Texas. (4000 Ave M)

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

QUICKSILVER RESOURCES INC
MR CRAWFORD GUPTON
801 CHERRY ST, STE 3700
FT WORTH, TX 76102

Submitter: DEUX BULLEYS INC

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

Filed For Registration: 3/4/2011 1:45 PM

Instrument #: D211052435

LSEM

4

PGS

\$24.00

By: _____

Mary Louise Garcia

D211052435

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

Prepared by: SLDAVES

Electronically Recorded

Tarrant County Texas

Official Public Records

3/25/2011 1:35 PM

D211070307

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

Producers 89 (4-89) — Paid-Up With 640,000 Free Pooling Provision

PNum:28394 RDB

PAID-UP OIL & GAS LEASE (No Surface Use)

THIS LEASE AGREEMENT IS made this 22nd day of March, 2011, by and between Patricia Villegomez, whose address is 5016 Glen Park Drive, Fort Worth, Texas 76119, as Lessor, and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, P.O. Box 18486, Oklahoma City, OK 73154-0486, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

A-715, C. T. Hilliard Survey; W. S. Keller Addition 9.300 acres, more or less, situated to the C. T. Hilliard Survey, Abstract No. 715, Tarrant County, Texas, known as Lot 21, Block 8, W. S. Keller, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 388-V, Page 3, Plat Records, Tarrant County, Texas, as described in that certain Special Warranty Deed dated October 29, 2008, from FLAGSTAR BANK, F.S.B. to PATRICIA VILLAGOMEZ, recorded in Instrument No. D209043765, Official Public Records, Tarrant County, Texas.

In the County of Tarrant, State of TEXAS, containing 9,300.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a true and accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of THREE (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty Five Percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be Twenty Five Percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest prevailing date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term of any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid tendered to Lessor or to Lessor's credit in at Lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recorded instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3 above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 8 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 on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at 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 90 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 production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or 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. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

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

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth of zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee, or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above, if any right two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations hereunder arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor 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. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, to firm up and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water ways, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

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

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of TWO (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

18. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Patricia Villagomez
Patricia Villagomez

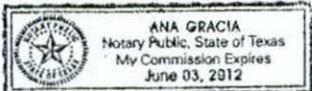
ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 22nd day of March, 2011, by

Patricia Villagomez

Notary Public, State of Texas
Notary's name (printed): Ana Gracia
Notary's commission expires: June 03, 2012



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

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 3 day of DECEMBER, 2007, between Donald Conner, hererin not joined by spouse, Lessor (whether one or more), whose address is PO Box 19060 Fort Worth, Texas 76119, and Dale Property Services, LLC, 2100 Ross Avenue, Suite T870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.152 acres of land, more or less, being all of Lot 18, Block 1, of the JT Couch Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume , Page , of the Plat Records of Tarrant County, Texas.

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

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

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

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

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

land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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

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

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

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

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

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

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

Donald Conner
Donald Conner

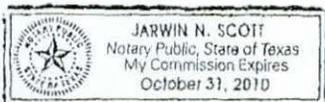
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 3 day of DECEMBER, 2007.

By Donald Conner



Jarwin N. Scott
Notary Public, State of
Notary's name (printed):
Notary's commission expires:

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the ___ day of DECEMBER, 2007,

By _____

Notary Public, State of
Notary's name (printed):
Notary's commission expires:



Unofficial Document



DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9
DALLAS TX 75201
Submitter: DALE RESOURCES LLC

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

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

Filed For Registration: 12/26/2007 08:27 AM
Instrument #: D207453554
LSE 3 PGS \$20.00

By: _____



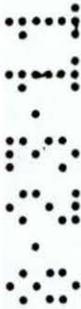
D207453554

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: NT

Mary Louise Garcia

PGS 1 \$16.00



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

MEMORANDUM OF PAID-UP OIL AND GAS LEASE

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF TARRANT

§

BE IT REMEMBERED that on the 4th day of March, 2011, a Paid Up Oil and Gas Lease was made and entered into by and between **Brent R. Hyder**, whose address is **3001 Westridge Avenue, Fort Worth, Texas 76116** hereinafter called LESSOR; and **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma Limited Liability Company, P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, hereinafter called LESSEE, covering the following described land situated in Tarrant County, Texas, to-wit:

A-7, G. J. Ashabramner Survey: Homewood Addition

3.941 acres, more or less, situated in the G. J. Ashabramner Survey, Abstract No. 7, Tarrant County, Texas, known as Lots 5B, 6A & 7-9, Block 4, Homewood Addition, to the City of Fort Worth, Tarrant County, Texas, as described in that certain Mineral Deed dated June 1, 2007, from MID-WESTERN DEVELOPMENT & REALTY, LTD., a Texas limited partnership to BRENT R. HYDER and WILITNEY HYDER MORE, recorded in Instrument No. D207207451, Official Public Records, Tarrant County, Texas.

Subject to the other provisions therein contained, said lease provides for a primary term of three (3) years and a two (2) year option to extend, from the date thereof, and as long thereafter as oil or gas or other substances covered therein are produced in paying quantities from the leased premises or from lands pooled therewith, or this lease is otherwise maintained in effect pursuant to the provisions therein.

An executed copy of said Oil and Gas Lease is in the possession of LESSEE at its address indicated above.

Executed this the 4th day of March, 2011.

Lessor:

Brent R. Hyder
By: Brent R. Hyder

Lessor:

By:

ACKNOWLEDGEMENT(S)

STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the 4th day of March, 2011, by Brent R. Hyder

Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires:

Sandra Whipple



PLAN #: 26698 ORDB

3
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) - Paid Up
With 640 Acres Pooling Provision
STANDARD LEASE v.5

**PAID UP OIL AND GAS LEASE
(No Surface Use)**

THIS LEASE AGREEMENT is made this 14 day of February, 2009, by and between John Rummel, herein dealing in his sole and separate property whose address is 4705 Martin Street, Fort Worth, Texas 76119 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas-Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

See here attached Exhibit A

in the County of Tarrant, State of TEXAS, containing 4.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-Five (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty-Five (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mail in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 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 on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at 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 90 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 production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or 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. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

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

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 25 of February, 2009, by and between John Rummel, as Lessor, and Dale Resources, L.L.C. as Lessee ("Lease"), to wit:

4.00 acres of land, more or less, being tract of land out of the George Ashabranner Survey, Abstract 7, Texas, being more particularly described by metes and bounds in that certain deed dated March 24, 2006, b A Texas Limited Partnership, as Grantor, and John Rummel, as Grantee, recorded in volume 3620, page 31 of the Deed records, Tarrant County, Texas.

SAVE AND EXCEPT THAT 0.10 ACRE TRACT OF LAND CONVEYED TO STEELCRAFTERS, INC BY WARRANTY DEED RECORDED IN VOLUME 14219, PAGE 467 DEED RECORDS, TARRANT COUNTY, TEXAS.

Said Lands Hereby Deemed To Contain 4.00 Acres of Land, More Or Less



separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor 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 there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted hereunder shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessor's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

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

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

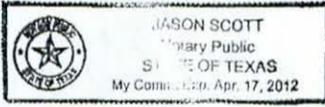
LESSOR (WHETHER ONE OR MORE)

John Rummel
John Rummel

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 25 day of February, 2009, by: John Rummel, herein dealing in his sole and separate property

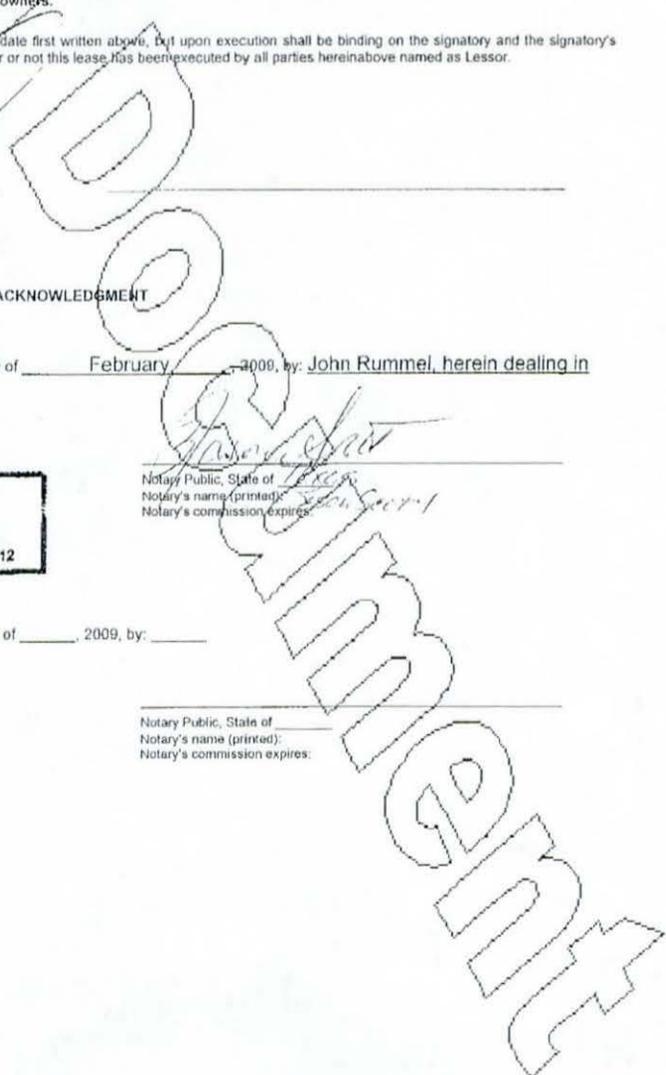


Jason Scott
Notary Public, State of TEXAS
Notary's name (printed): Jason Scott
Notary's commission expires: 4/17/2012

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2009, by: _____

Notary Public, State of _____
Notary's name (printed): _____
Notary's commission expires: _____



(5)

File No. MF 113074

Project lease @ deed copies

Date Filed: MM/DD/YY 6/23/21

Jerry E. Patterson, Commissioner

By GH

05377

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

October 4th, 2011

Mr. David Guy
RedSky Land, LLC
Agent for Chesapeake Exploration, LLC
835 Alsbury Blvd., Suite H
Burlson, TX 76028

Dear Mr. Guy,

Re: State of Texas HROW Lease # MF 113074

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

Please proof read the lease before filing of record and refer to this lease number with all correspondence.

Please have your client provide the GLO with a copy of the recorded Unit Designation for this lease.

If you have any questions please feel free to contact my direct phone number, or email address listed below, or contact George Martin at his direct number (512) 475-1512.

Best regards,

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

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. MF 113074

Final Letter

Date Filed: ~~revised~~ 10/4/11

Jerry E. Patterson, Commissioner

By JEH

MF 112755 & MF 113074
Unit 5974

STATE OF TEXAS
1700 N CONGRESS AVE
AUSTIN TX, 787010000

DIVISION ORDER



Property Number:	635823	Owner Number:	646157
Property Name:	ZIEGLER 4H	Interest Type:	5
Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u> 0.245000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00016865
County, St:	TARRANT COUNTY, TX	APO	<u>Net Acres:</u> 0.245000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00016865
Unit Gross Acres:	363.168000	APO 2	<u>Net Acres:</u> <u>Lease Roy Rate:</u> <u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7	Pay Status:	SM
Title Requirement:	See Attached		
Lease Number:	42-007745-000		
Effective Date:	7/11/2014		

The undersigned certifies the ownership of their decimal interest in production or proceeds, as described above, payable by Chesapeake Operating, LLC (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 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 \$50.00, or pay annually, whichever occurs first, or as required by applicable state statute.

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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 SIGNATURE(S)	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER	CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
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***COPY FOR YOUR RECORDS**

Owner No: 646157
Int Type: 5

Owner: STATE OF TEXAS

STATE OF TEXAS
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 AUSTIN TX, 787010000

DIVISION ORDER



Property Number:	635823	Owner Number:	646157		
Property Name:	ZIEGLER 4H	Interest Type:	5		
Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
County, St:	TARRANT COUNTY, TX		0.256000	0.25000000	0.00017623
Unit Gross Acres:	363.168000	APO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7		0.256000	0.25000000	0.00017623
Title Requirement:	See Attached	APO 2	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Lease Number:	42-002343-000				
Effective Date:	7/11/2014	Pay Status:	SM		

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DIVISION ORDER



Property Number:	635823	Owner Number:	646157		
Property Name:	ZIEGLER 4H	Interest Type:	5		
Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
County, St:	TARRANT COUNTY, TX		0.283000	0.25000000	0.00019481
Unit Gross Acres:	363.168000	APO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7		0.283000	0.25000000	0.00019481
Title Requirement:	See Attached	APO 2	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Lease Number:	42-002343-000				
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DIVISION ORDER



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Property Name:	ZIEGLER 4H	Interest Type:	5		
Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
County, St:	TARRANT COUNTY, TX		0.203000	0.25000000	0.00013974
Unit Gross Acres:	363.168000	APO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7		0.203000	0.25000000	0.00013974
Title Requirement:	See Attached	APO 2	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Lease Number:	42-007745-000				
Effective Date:	7/11/2014	Pay Status:	SM		

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DIVISION ORDER



Property Number:	635823	Owner Number:	646157		
Property Name:	ZIEGLER 4H	Interest Type:	5		
Operator:	CHESAPEAKE OPERATING INC		<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
County, St:	TARRANT COUNTY, TX	BPO	0.100000	0.25000000	0.00006884
Unit Gross Acres:	363.168000		<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7	APO	0.100000	0.25000000	0.00006884
Title Requirement:	See Attached		<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Lease Number:	42-002343-000	APO 2			
Effective Date:	7/11/2014	Pay Status:	SM		

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DIVISION ORDER



Property Number:	635823	Owner Number:	646157		
Property Name:	ZIEGLER 4H	Interest Type:	5		
Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
County, St:	TARRANT COUNTY, TX	APO	0.108000	0.25000000	0.00007435
Unit Gross Acres:	363.168000	APO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7	APO 2	0.108000	0.25000000	0.00007435
Title Requirement:	See Attached		<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Lease Number:	42-007745-000	Pay Status:	SM		
Effective Date:	7/11/2014				

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DIVISION ORDER



Property Number:	635823	Owner Number:	646157		
Property Name:	ZIEGLER 4H	Interest Type:	5		
Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
County, St:	TARRANT COUNTY, TX		0.227000	0.25000000	0.00015626
Unit Gross Acres:	363.168000	APO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7		0.227000	0.25000000	0.00015626
Title Requirement:	See Attached	APO 2	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Lease Number:	42-002343-000				
Effective Date:	7/11/2014	Pay Status:	SM		

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***COPY FOR YOUR RECORDS**

10-18-14

MF 112755 +
 MF 113074
 Unit 5974

Modified NADOA Model Form Division Order (Adopted 9/95)

STATE OF TEXAS
 1700 N CONGRESS AVE
 AUSTIN TX, 787010000

DIVISION ORDER



Property Number:	630464	Owner Number:	646157
Property Name:	ZIEGLER 1H	Interest Type:	5
Operator:	CHESAPEAKE OPERATING INC		
County, St:	TARRANT COUNTY, TX	BPO	<u>Net Acres:</u> 0.245000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00016865
Unit Gross Acres:	363.168000	APO	<u>Net Acres:</u> 0.245000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00016865
Legal Desc:	GEORGE J ASHABRANNER, A-7	APO 2	<u>Net Acres:</u> 0.245000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00016865
Title Requirement:	See Attached		
Lease Number:	42-007745-000	Pay Status:	SM
Effective Date:	4/14/2012		

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Owner No: 646157
 Int Type: 5

Owner: STATE OF TEXAS

STATE OF TEXAS
 1700 N CONGRESS AVE
 AUSTIN TX, 787010000

DIVISION ORDER



Property Number:	630464	Owner Number:	646157		
Property Name:	ZIEGLER 1H	Interest Type:	5		
Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
County, St:	TARRANT COUNTY, TX	APO	0.256000	0.25000000	0.00017623
Unit Gross Acres:	363.168000	APO 2	<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7		0.256000	0.25000000	0.00017623
Title Requirement:	See Attached		<u>Net Acres:</u>	<u>Lease Roy Rate:</u>	<u>Unit Interest:</u>
Lease Number:	42-002343-000	Pay Status:	SM		
Effective Date:	4/14/2012				

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DIVISION ORDER



Property Number:	630464	Owner Number:	646157
Property Name:	ZIEGLER 1H	Interest Type:	5
Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u> 0.283000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00019481
County, St:	TARRANT COUNTY, TX	APO	<u>Net Acres:</u> 0.283000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00019481
Unit Gross Acres:	363.168000	APO 2	<u>Net Acres:</u> <u>Lease Roy Rate:</u> <u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7	Pay Status:	SM
Title Requirement:	See Attached		
Lease Number:	42-002343-000		
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Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u> 0.203000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00013974
County, St:	TARRANT COUNTY, TX	APO	<u>Net Acres:</u> 0.203000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00013974
Unit Gross Acres:	363.168000	APO 2	<u>Net Acres:</u> <u>Lease Roy Rate:</u> <u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7	Pay Status:	SM
Title Requirement:	See Attached		
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County, St:	TARRANT COUNTY, TX	APO	<u>Net Acres:</u> 0.100000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00006884
Unit Gross Acres:	363.168000	APO 2	<u>Net Acres:</u> <u>Lease Roy Rate:</u> <u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7	Pay Status:	SM
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Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u> 0.108000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00007435
County, St:	TARRANT COUNTY, TX	APO	<u>Net Acres:</u> 0.108000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00007435
Unit Gross Acres:	363.168000	APO 2	<u>Net Acres:</u> <u>Lease Roy Rate:</u> <u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7	Pay Status:	SM
Title Requirement:	See Attached		
Lease Number:	42-007745-000		
Effective Date:	4/14/2012		

The undersigned certifies the ownership of their decimal interest in production or proceeds, as described above, payable by Chesapeake Operating, LLC (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 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 \$50.00, 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 or 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 SIGNATURE(S)	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER	CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

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.

***COPY FOR YOUR RECORDS**

STATE OF TEXAS
 1700 N CONGRESS AVE
 AUSTIN TX, 787010000

DIVISION ORDER



Property Number:	630464	Owner Number:	646157
Property Name:	ZIEGLER 1H	Interest Type:	5
Operator:	CHESAPEAKE OPERATING INC	BPO	<u>Net Acres:</u> 0.227000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00015626
County, St:	TARRANT COUNTY, TX	APO	<u>Net Acres:</u> 0.227000 <u>Lease Roy Rate:</u> 0.25000000 <u>Unit Interest:</u> 0.00015626
Unit Gross Acres:	363.168000	APO 2	<u>Net Acres:</u> <u>Lease Roy Rate:</u> <u>Unit Interest:</u>
Legal Desc:	GEORGE J ASHABRANNER, A-7	Pay Status:	SM
Title Requirement:	See Attached		
Lease Number:	42-002343-000		
Effective Date:	4/14/2012		

The undersigned certifies the ownership of their decimal interest in production or proceeds, as described above, payable by Chesapeake Operating, LLC (Payor).

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***COPY FOR YOUR RECORDS**



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 22, 2015

Patel Bindu
Division Order Analyst
Chesapeake Operating, Inc.
PO BOX 18496
Oklahoma City, OK 73154

Re: State Lease Nos. MF112755 and MF113074 Ziegler 1H and 4H (Unit 5974)

Dear Mr. Bindu:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have been filed in the appropriate mineral files.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF 113074

Division Order

Date Filed: 12-22-15

By Jerry E. Patterson, Commissioner
V.H.