



## 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*

MF114105

~~7179~~  
13447

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF114105	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>	ROSEDALE BLVD	
<i>Part Description</i>		
<i>Acres</i>	0.32	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>

*Leasing:* \_\_\_\_\_  
*Analyst:* JA  
*Maps:* JB  
*GIS:* ZL  
*DocuShare:* \_\_\_\_\_

<i>Name</i>	CHESAPEAKE EXPLORATION, LLC	
<i>Lease Date</i>	5/1/2012	
<i>Primary Term</i>	1 yrs	
<i>Bonus (\$)</i>	\$4,800.00	
<i>Rental (\$)</i>	\$0.00	
<i>Lease Royalty</i>	0.2500	

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

CONTENTS OF FILE NO. MF 114105

1. Application and checklist	3/27/12
2. Lease	5/1/12
3. Cover letter, fees, and bonus	3/27/12
4. Plat	"
5. Affidavit of Highest Consideration	"
6. Project Details	"
7. Final Letter	5/16/12

Scanned SM 2/6/13

8.) Unit # 7179, Sublett # 2H  
10/27/14

scanned PT 6-9-16

(See MF 105 814 #32, Assign 10291  
Chesapeake (to) Total 6-26-17

scanned PT 7-10-2017

9. Email to TEP 2/28/24

10. Buckslip Unit 13447 4/4/24

"Sublett Unit (amended)" L

scanned WM 5.8.2024

F



RECEIVED  
3/27/12

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE  
Revised May 2011

LESSEE Chesapeake Exploration, LLC

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

HIGHEST ADJACENT BONUS PER ACRE PAID \$ 15,000.00

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

0.32 [net acres]      \$ 4,800.00      Paid 3-26-12 [date]

TERM ~~1 year~~ 1 year (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 ~~1200/well~~ \$1200/well  
[Note: Shut-in royalty will be highest in adjacent leases with a minimum of \$1200/well.]

TOTAL GROSS ACRES IN LEASE 0.32      TOTAL NET ACRES IN LEASE 0.32

COUNTY Tarrant

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:  
East Rosedale 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](mailto:george.martin@glo.texas.gov)

J. W. Sublett Survey,  
A-1409



**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](mailto:beverly.boyd@glo.texas.gov)

File No. 114105

Appeal Checklist

Date Filed: 3/27/12

Jerry E. Patterson, Commissioner

By GH

## Mary Barnstone

---

**From:** Mary Barnstone  
**Sent:** Wednesday, February 28, 2024 1:02 PM  
**To:** Jeremiah JOHNSON  
**Subject:** Amended/Corrected DPU needed for Sublett Unit 7179 - please add MF115939

Hi Jeremiah,

I have been tasked with reviewing old leases that appear to be included in State Units.

We received an Assignment from Chesapeake to total for MF115939, a 0.085000-acres County ROW tract (East Rosedale Street) that is within the Sublett Unit (Tract 538A?). Chesapeake set the Sublett Unit up at the GLO with only MF114105 & MF114106 and did not amend the unit after MF115939 was taken. Below is a link to the scanned lease file:

[1089681.pdf \(texas.gov\)](#)

Please email me the recorded corrections/amendments that added MF115939 to the unit, and the HROW Unit Designation form linked below. Don't worry about the fee – just need to paper this one up!

[Application for Pooling State Leases \(texas.gov\)](#)

Thank you for your help!

Mary Beth

**Mary Beth Barnstone, Landman**

Minerals Specialist III  
Energy Resources Division  
Texas General Land Office  
Commissioner Dawn Buckingham, M.D.

1700 North Congress Ave. Suite 840  
Austin, Texas 78701  
(512)463-6818 direct  
Mary.Barnstone@glo.texas.gov

Hours: Tuesday, Thursday & Friday: 7:00am – 5:30pm (in office)  
Wednesday: 7:00am – 5:30pm (remote)

# The State of Texas



Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. (MF 114105)  
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 Eight Hundred and 00/100 (\$ 4,800.00)**, 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:

**0.32 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 **0.32 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 **May 1st, 2012** 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.

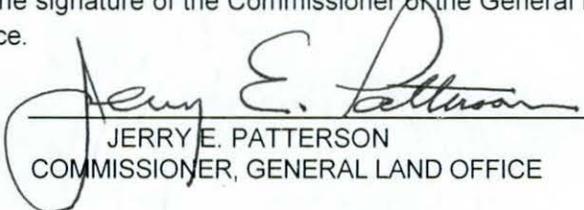
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

**EAST ROSEDALE STREET**  
**0.320 acres of land located in the**  
**J. W. Sublett Survey, Abstract No. 1409,**  
**Tarrant County, Texas**

Being a strip of land located in the J. W. Sublett Survey, Abstract No. 1409, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point at the Northeast corner of Block 26, Polytechnic Heights Addition an addition to the City of Fort, Worth, Tarrant County, Texas according to the plat recorded in Volume 63, Page 109, Plat Records, Tarrant County, Texas;

THENCE along the North and West lines of said Block 26 as follows:

1. N89°52'06"W, a distance of 400.00 feet to a point at the Northwest corner of said Block 26;
2. S00°07'54"W, a distance of 2.00 feet to a point from which an 1/2 iron rod found bears S22°03'00"W a distance of 0.72 feet;

THENCE N89°52'06"W, a distance of 30.00 feet to a point in the centerline of Collard Street according to said plat of Polytechnic Heights;

THENCE N00°07'54"E, a distance of 32.00 feet along said centerline to a point in the centerline of Avenue F (East Rosedale Street) according to said plat of Polytechnic Heights;

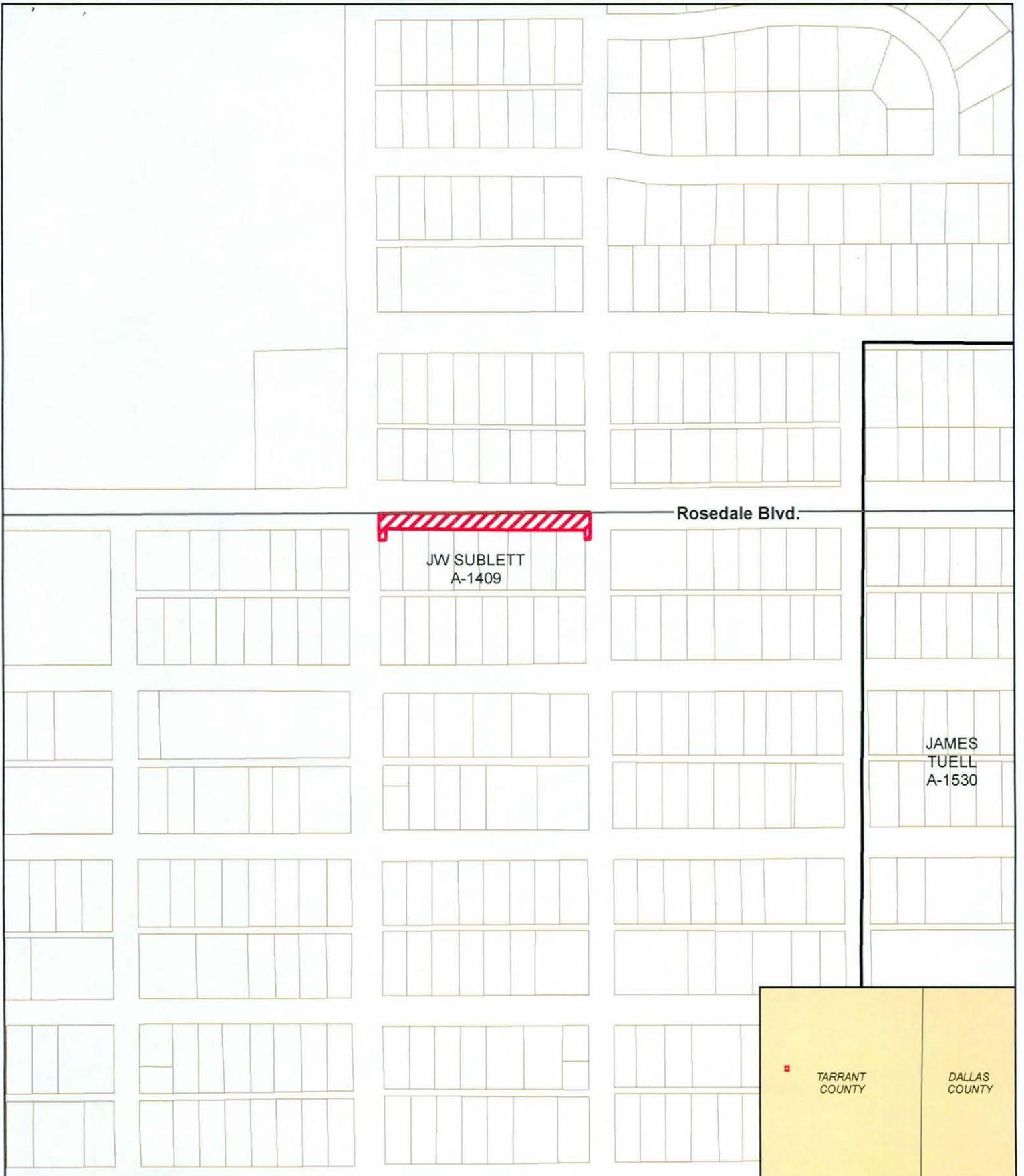
THENCE S89°52'06"E, a distance of 455.00 feet along said centerline of Avenue F to a point in the centerline of Bishop Street according to said plat of Polytechnic Heights;

THENCE S00°07'54"W, a distance of 40.00 feet along said centerline of Bishop Street to a point;

THENCE N89°52'06"W, a distance of 25.00 feet to a point in the East line of said Block 26;

THENCE N00°07'54"E, a distance of 10.00 feet along said East line to the point of beginning, containing 0.320 acres of land.

The bearings recited hereon are oriented to NAD 27 North Central Texas, Grid.



Rosedale Blvd.

JW SUBLETT  
A-1409

JAMES  
TUELL  
A-1530

TARRANT  
COUNTY

DALLAS  
COUNTY

Highway Right-of-Way Plat of  
Trinity Blvd  
0.32 acres  
MF114105  
Tarrant County, Texas



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:  
Zeke Guillen  
IS/BAS/GIS  
May 2012

File No. 114105

Lease

Date Filed: 5/1/12

Jerry E. Patterson, Commissioner

v GH



## Dale Property Services, LLC

500 Taylor Street, Suite 600  
Annex Building

FORT WORTH, TX 76102

(817) 451-5353

March 26, 2012

Mr. George Martin  
Texas General Land Office  
Lease Administration  
1700 North Congress Avenue, Room 600  
Austin, Texas 78701

Re: Application by Dale Property Services, L.L.C. to acquire Oil and Gas Lease, 0.32 acres, more or less, being the East Rosedale Street R-O-W, Tarrant County, Texas. Said application is on behalf of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496.

Dear George:

The following described land designates the R-O-W for East Rosedale Street:

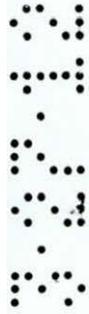
(Please refer to the attached Exhibit "A")

Dale Property Services, L.L.C. ("Dale") has researched the aforementioned R-O-W and discovered that Tarrant County and/or the State of Texas own a portion of it. Dale and/or Chesapeake Exploration, L.L.C. ("Chesapeake") owns oil and gas leases on either side of said R-O-W. Therefore, it is necessary for Dale to acquire an oil and gas lease covering the same in order for Chesapeake to drill a horizontal well from an off-site location. We are requesting that the State of Texas grant Chesapeake an oil and gas lease covering said land. If granted the lease, Chesapeake will combine this lease with their present leases in a concerted plan of development for the Sublett prospect area.

Dale is currently offering in the range of \$1,500-\$2,500 per net mineral acre for consideration for other mineral leases in the immediate area of the above described lands. Please see the enclosures for details pertaining to the highest bonus per acre, longest term, highest royalty, and highest shut-in royalty of the leases adjacent to the aforementioned R-O-W.

Thank you for your assistance, and please call me with any questions.

Jean Paul Beebe  
P: 817-507-1802  
F: 817-496-3822  
jeanb@dale-resources.com



VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0336308	03/21/12	032112B	BARNETT CORE PR LSE BNS 0.32	4800.00
<b>Total for check</b>				<del>121</del> \$4,800.00

12709223

0008019 TX GENERAL LAND OFFICE

No. 1748817

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0336309	03/21/12	032112A	SUBLETT 2H 1.5% SALES FEE/LEAS	72.00
<b>Total for check</b>				<b>\$72.00</b>

0336309



12/1

L



3

File No. 114105

Cover Letter @ Bonus Fees

Date Filed: 3/27/12

Jerry E. Patterson, Commissioner

By GA

2012

JIC HIGH  
-ADDN  
/62  
1 1R

BOAZ & DILLOW  
2940

BOAZ & DILLOW  
2940

BOAZ & DILLOW  
2940

BOAZ & DILLOW  
2940

JOHN VAN RIPER  
A-1590

BOAZ & DILLOW

WM JAMES MIDDLE  
SCHOOL ADDN  
21480B  
1 1

TEXAS WESLEYAN COLLEGE  
41670

TEXAS WESLEYAN  
COLLEGE  
41670

POLYTECHNIC  
HEIGHTS  
32750

Tract 1:  
0.32000 acres of  
land, more or less.

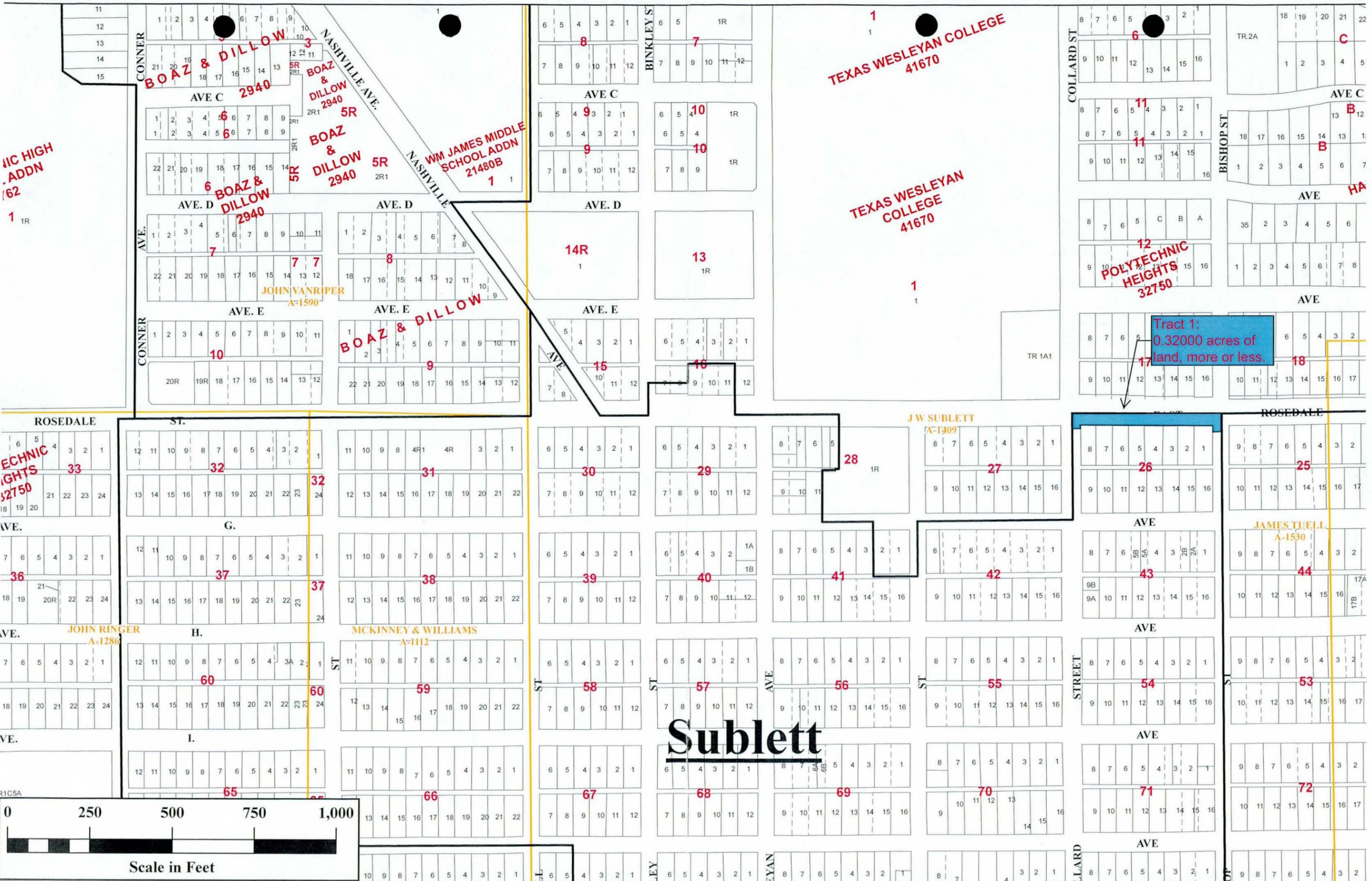
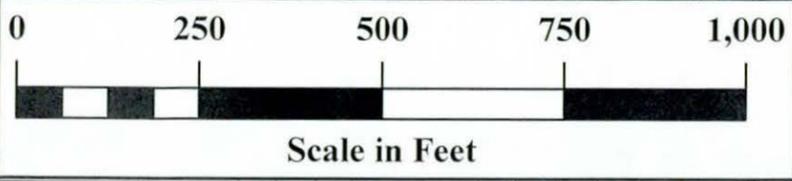
JW SUBLETT  
A-1409

JAMES TUELL  
A-1530

JOHN RINGER  
A-1286

MCKINNEY & WILLIAMS  
A-1112

**Sublett**



File No. 114105

Plat

Date Filed: 3/27/12

Jerry E. Patterson, Commissioner

By EW

**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

Tara Harlan (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 Tara Harlan. And that, Affiant is personally familiar with and knowledgeable of the terms and conditions of the oil and gas lease(s) which adjoin(s) East Rosedale Street

[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): \$ 15,000.00

Primary Term: 5 years

Royalty Rate: 25%

Delay Rentals: \$ N/A

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

Further, Affiant sayeth, not.

Tara Harlan  
[signature of affiant]

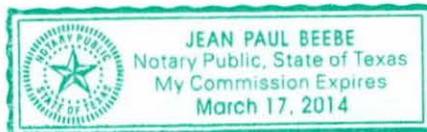
Tara Harlan  
[printed or typed name of affiant]

State of Texas

County of Tarrant

Sworn to and subscribed before me on the 26<sup>th</sup> day of March, 20 12, by  
Tara Harlan (name of Affiant).

Jean Paul Beebe  
Notary Public's Signature



## Exhibit A

### Coordinating Map & Lease Number

1	Oil and Gas Lease Lessor: Adrian Martinez Lessee: Dale Property Services, LLC Recording Info: D207206874	Bonus Per Acre: \$2,222.22 Acreage: 0.135 Primary Term: 5 Royalty: 20% Shut-In Royalty: \$1.00
2	Oil and Gas Lease Lessor: Ruben & Taurina Ruiz Lessee: Dale Property Services, LLC Recording Info: D208237199	Bonus Per Acre: \$7,575.76 Acreage: 0.132 Primary Term: 5 Royalty: 25% Shut-In Royalty: \$1.00
3	Oil and Gas Lease Lessor: Larry J Griggs Lessee: Dale Property Services, LLC Recording Info: D208258086	Bonus Per Acre: \$15,000.00 Acreage: 0.132 Primary Term: 5 Royalty: 25% Shut-In Royalty: \$1.00

File No. 114105

⑤

Highest Consideration

Date Filed: 3/27/12

Jerry E. Patterson, Commissioner

By GA

L. M. HALL ET UX

TO

CITY OF FORT WORTH

THE STATE OF TEXAS

Know All Men by These Presents:

County of Tarrant

THAT We, Lester M. Hall and wife Myrtle Hall of the County of Tarrant, State of Texas for and in consideration of the sum of One hundred and Ten and No/100 (\$110.00) DOLLARS, to us in hand paid by The City of Fort Worth, a municipal corporation as follows:

Cash

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain A strip of land 10' wide off the north end of Lot 1, Block 26, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas.

The Grantor herein conveys the above described property for right of way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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

WITNESS our hand at Fort Worth, Texas this 27 day of July A.D. 1935 Witness at request of Grantor: Lester M. Hall Myrtle Hall

THE STATE OF TEXAS, BEFORE ME, in and for County, Texas, on this day personally appeared name subscribed to the foregoing instrument, and acknowledged to me that consideration therein expressed. Given under my hand and seal of office this day of A. D. 19

JOINT ACKNOWLEDGMENT THE STATE OF TEXAS, BEFORE ME, the undersigned, a Notary Public County of Tarrant in and for County and State on this day personally appeared L. M. Hall and Myrtle Hall, 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 Myrtle Hall fully explained to her, and she having been examined by me privily and apart from her husband, and having acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this the 27th day of July 1935 A. D. 19 Ben E. Bradford Notary Public in and for Tarrant County, Texas (L.S.)

Filed for record the 20 day of Nov. 19 35, at 3:25 o'clock P. M., and recorded the 21 day of Nov. 19 35, at 11:30 o'clock A. M. J. W. (HAPPY) SHELTON County Clerk. By Frances Lee Deputy Clerk. #18228

MRS. JULIETTE KENNEDY A WIDOW TO CITY OF FORT WORTH

THE STATE OF TEXAS

Know All Men by These Presents:

County of Tarrant

THAT I, Mrs. Juliette Kennedy, a widow of the County of Tarrant, State of Texas for and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain strip of land 10 feet wide off the north end of Lot 2, Block 26, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas.

The Grantor herein conveys the above described property for right-of-way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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

WITNESS my hand, at Fort Worth, Texas this 4th day of November A.D. 1935. Witness at request of Grantor: Mrs. Juliette Kennedy

SINGLE 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 Mrs. Juliette Kennedy, a widow known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this the 4th day of November A. D. 19 35 (L.S.) E. L. Maxwell Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS, County of BEFORE ME, in and for County, Texas, on this day personally appeared wife of , known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this day of A. D. 19

Filed for record the 20 day of Nov. 19 35, at 3:25 o'clock P. M., and recorded the 22 day of Nov. 19 35 at 8:40 o'clock A. M. J. W. (HAPPY) SHELTON County Clerk. By Francis Sells Deputy Clerk. #18248

818

THE STATE OF TEXAS

Know All Men by These Presents:

County of Tarrant

THAT I, Leota Wiseman, a widow of the County of Tarrant the sum of One Hundred and ten and no/100 (\$110.00) to me in hand paid by The City of Fort Worth, a municipal corporation, as follows cash, the receipt of which is hereby acknowledged and confessed. Have granted sold, conveyed and by these presents do grant, sell and convey unto the said City of Fort Worth, of the County of Tarrant State of Texas all that certain strip of land 10 feet wide off the north end of Lot 3, Block 26, Polytechnic Heights, an Addition to the City of Fort Worth, Tarrant County, Texas. The Grantor herein conveys the above described property for right of way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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 heirs and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand, at Fort Worth this 4th day of November A. D. 19 35 Witness at request of Grantor: Mrs. Leota Wiseman

THE STATE OF TEXAS, County of Tarrant BEFORE ME, the undersigned, a Notary Public in and for said county and state-County, Texas, on this day personally appeared Leota Wiseman, a widow known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this the 4th day of November A. D. 19 35 (L.S.) E. L. Maxwell Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS, County of BEFORE ME, in and for County, Texas, on this day personally appeared wife of, known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this day of A. D. 19

Filed for record the 20 day of Nov. 1935, at 3:25 o'clock P.M., and recorded the 21 day of Nov. 19 35, at 10:05 o'clock A.M. J. W. (Happy) Shelton County Clerk. By Gladys Mitchell Deputy Clerk.

No. 18256

DEED RECORD VOLUME 1273

MRS. M. J. JARRELL A WIDOW TO CITY OF FORT WORTH, a Municipal Corporation

819A

THE STATE OF TEXAS

Know All Men by These Presents:

County of Tarrant

THAT I, Mrs. M. J. Jarrell, a widow, State of Texas, for and in consideration of the sum of ONE HUNDRED AND FIFTEEN AND NO/100 (\$115.00) DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain A strip of land 10 feet wide off the north end of Lot 4, Block 26, Polytechnic Heights Addition to the City of Fort Worth, Tarrant County, Texas.

The Grantor herein conveys the above described property for right-of-way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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 heirs and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand, at Fort Worth, Texas this 29 day of October A.D. 1935. Witness at request of Grantor:

Mrs. M. J. Jarrell

SINGLE 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 Mrs. M. J. Jarrell, a widow

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 29 day of Oct. A. D. 1935.

(L.S.) E. L. Maxwell Notary Public in and for Tarrant County, Texas

THE STATE OF TEXAS, County of

BEFORE ME,

in and for County, Texas,

on this day personally appeared

wife of, known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this day of A. D. 19

Filed for record the 20 day of Nov. 1935, at 3:24 o'clock P. M., and recorded the 21 day of Nov. 1935 at 11:50 o'clock A. M.

J. W. (HAPPY) SHELTON County Clerk. By [Signature] Deputy Clerk.

#18239

R. S. LOTSPEICH ET UX

TO: CITY OF FORT WORTH

THE STATE OF TEXAS

Know All Men by These Presents:

County of TARRANT

THAT we, R. S. Lotspeich and wife, Virginia Lotspeich of the County of Tarrant, State of Texas for and, in consideration of the sum of One Hundred and Ten and no/100 (\$110.00) DOLLARS, to us in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed

have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said city of Fort Worth, of the county of Tarrant, State of Texas, all that certain strip of land off the north end of lot 5, block 26, Polytechnic Heights, an addition to the city of Fort Worth, Tarrant County, Texas, and more particularly described as follows:

Beginning at a point in the west line of said lot, 8 feet south of the northwest corner of said lot; thence north 8 feet to the said northwest corner; thence east with the north line of said lot 50 feet to the northeast corner of said lot; thence south with the east line of said lot, 10 feet to a point; thence westerly 50-1/10 feet more or less to the point of beginning.

The grantor herein conveys the above described property for right-of-way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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, and administrators

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

WITNESS our hands, at Fort Worth, Texas this 12th day of November 1935 Witness at request of Grantor:

R. S. Lotspeich Virginia Lotspeich

THE STATE OF TEXAS, County of TARRANT, in and for County, Texas, on this day personally appeared name subscribed to the foregoing instrument, and acknowledged to me that he is the person whose consideration therein expressed. Given under my hand and seal of office this day of A. D. 19

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 R. S. Lotspeich and Virginia Lotspeich 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 Virginia Lotspeich wife of the said R. S. Lotspeich having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Virginia Lotspeich acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this 12th day of Nov. A. D. 1935

J. S. Notary Public, in and for Tarrant County, Texas

Filed for record the 20 day of Nov 1935, at 3:25 o'clock P. M., and recorded the 22 day of Nov 1935, at 11:25 o'clock A. M.

J. W. "Happy" Shelton County Clerk. Catherine McPherson Deputy Clerk.

#15234

W. C. WHITEHURST ET UX

TO

CITY OF FORT WORTH

81P

THE STATE OF TEXAS

Know All Men by These Presents:

County of Tarrant

THAT We, W. C. Whitehurst and wife Izetta Whitehurst of the County of Tarrant, State of Texas for and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, to us in hand paid by The City of Fort Worth, a municipal corporation as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain strip of land off the north end of Lot 6, Block 26, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas, and more particularly described as follows:

Beginning at a point in the west line of said Lot, 6 feet south of the northwest corner of said lot; thence north 6 feet to the said northwest corner; thence east with the north line of said lot 50 feet to the northeast corner of said lot; thence south with the east line of said lot, 8 feet to a point; thence westerly 50-1/10 feet more or less to the point of beginning.

The Grantor herein conveys the above described property for right-of-way purposes and as a part of the consideration for this conveyance waived any claim for damage accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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

WITNESS our hand at Fort Worth, Texas this 12th day of \_\_\_\_\_ A.D. 1935. Witness at request of Grantor: W. C. Whitehurst Izetta Whitehurst

THE STATE OF TEXAS, } BEFORE ME, County of \_\_\_\_\_ in and for \_\_\_\_\_ County, Texas, on this day personally appeared \_\_\_\_\_ known to me \_\_\_\_\_ to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1935

JOINT ACKNOWLEDGMENT THE STATE OF TEXAS, } BEFORE ME, the undersigned, a Notary Public County of Tarrant in and for said County and State \_\_\_\_\_ on this day personally appeared W. C. Whitehurst and Izetta Whitehurst, his wife, both

known to me to be the person whose name is 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 Izetta Whitehurst, wife of the said W. C. Whitehurst, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Izetta Whitehurst acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this the 12th day of \_\_\_\_\_ A. D. 1935 P. J. Conway Notary Public in and for Tarrant County, Texas.

(L. S.) Filed for record the 20 day of Nov. 1935, at 3:25 o'clock P. M., and recorded the 21 day of Nov. 1935, at 11:40 o'clock A. M. J. W. (HAPPY) SHELTON County Clerk. By \_\_\_\_\_ Deputy Clerk.

#18232

DEED RECORD VOLUME 1273

MRS. I. S. MURPHY

TO:

CITY OF FORT WORTH

THE STATE OF TEXAS

Know All Men by These Presents:

County of TARRANT

THAT I, Mrs. I. S. Murphy, a widow of the County of Tarrant, State of Texas for and in consideration of the sum of Seventy Five and No/100 (\$75.00) DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain strip of land off the north end of Lot 7, Block 26, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas, and more particularly described as follows:

Beginning at a point in the west line of said lot 4 feet south of the northwest corner of said lot; thence north 4 feet to the said northwest corner; thence east with the north line of said lot 50 feet to the northeast corner of said lot; thence south with the east line of said lot 6 feet to a point; thence westerly 50-1/10 feet to the point of beginning.

The grantor herein conveys the above described property for right-of-way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators,

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

WITNESS my hand, at Fort Worth, Texas this 30th day of October A. D. 19 35. Witness at request of Grantor:

MRS. I. S. MURPHY

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 Mrs. I. S. Murphy

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

Given under my hand and seal of office this the 30 day of Oct. A. D. 19 35. (LS) E. L. MAXWELL, Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS, County of, BEFORE ME, in and for County, Texas, on this day personally appeared

wife of, known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this day of A. D. 19

Filed for record the 20 day of Nov. 19 35, at 3:25 o'clock P. M., and recorded the 22 day of Nov. 19 35, at 4:45 o'clock P. M.

J. W. (HAPPY) SHELTON County Clerk. By J. L. ... Deputy Clerk.

#18246

MRS. A. A. MARTIN

TO:

CITY OF FORT WORTH

THE STATE OF TEXAS

Know All Men by These Presents:

County of TARRANT

THAT I, Mrs. A. A. Martin, a widow of the County of Tarrant State of Texas for and in consideration of the sum of Seventy Five And No/100 (\$75.00) DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain A strip of land off the north end of Lot 8, Block 26, Polytechnic Heights an addition to the City of Fort Worth, Tarrant County, Texas, and more particularly described as follows:

Beginning at a point in the west line of said lot 2' outh of the Northwest corner of said lot; thence north 2' to the said northwest corner; thence east with the north line of said lot 50' to the northeast corner of said lot; thence south with the east line of said lot 4' to a point; thence westerly 50.1' more or less to the point of beginning.

The Grantor herein conveys the above described property for right of way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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

WITNESS my hand at Fort Worth, Texas this 27th day of July 1935. Witness at request of Grantor:

MRS. A. A. MARTIN

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 Mrs. A. A. Martin

name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this the 27th day of July 1935 A. D. 19

(LS) BEN E. BRADFORD, Notary Public in and for Tarrant County, Texas

THE STATE OF TEXAS, County of BEFORE ME, in and for County, Texas, on this day personally appeared

wife of, known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this day of A. D. 19

Filed for record the 20 day of Nov. 1935, at 2:25 o'clock P. M., and recorded the 22 day of Nov. 1935, at 4:15 o'clock P. M. County Clerk.

J. W. (HAPPY) SHELTON Deputy Clerk.

#16240

By [Signature]



# Memo

**To:** Whom It May Concern  
**From:** Jay Herbst  
**CC:** Paul Harlan, Jean-Paul Beebe  
**Date:** 3/13/2012  
**Re:** SEFW Prospect, Sublett Unit, East Rosedale Street

---

This memo is in regard to research performed on a portion of East Rosedale Street, from Collard Street to Bishop Street, all being within what, at the time of the creation of this Memo, has been designated as being within the Sublett Unit, and being more particularly described as:

**0.32000 acres of land, more or less, being part of the R-O-W designated as East Rosedale Street, from Collard Street to Bishop Street, lying within what have been designated as the Sublett Unit, in Tarrant County, Texas, and being described in the following tract:**

**Tract 1:**

Being a strip of land located in the J. W. Sublett Survey, Abstract No. 1409, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point at the Northeast corner of Block 26, Polytechnic Heights Addition an addition to the City of Fort, Worth, Tarrant County, Texas according to the plat recorded in Volume 63, Page 109, Plat Records, Tarrant County, Texas;

THENCE along the North and West lines of said Block 26 as follows:

1. N89°52'06"W, a distance of 400.00 feet to a point at the Northwest corner of said Block 26;
2. S00°07'54"W, a distance of 2.00 feet to a point from which an 1/2 iron rod found bears S22°03'00"W a distance of 0.72 feet;

THENCE N89°52'06"W, a distance of 30.00 feet to a point in the centerline of Collard Street according to said plat of Polytechnic Heights;

THENCE N00°07'54"E, a distance of 32.00 feet along said centerline to a point in the centerline of Avenue F (East Rosedale Street) according to said plat of Polytechnic Heights;

THENCE S89°52'06"E, a distance of 455.00 feet along said centerline of Avenue F to a point in the centerline of Bishop Street according to said plat of Polytechnic Heights;

THENCE S00°07'54"W, a distance of 40.00 feet along said centerline of Bishop Street to a point;  
THENCE N89°52'06"W, a distance of 25.00 feet to a point in the East line of said Block 26;

THENCE N00°07'54"E, a distance of 10.00 feet along said East line to the point of beginning, containing 0.320 acres of land.

The bearings recited hereon are oriented to NAD 27 North Central Texas, Grid.



## ***Dale Property Services, LLC***

Research for this project was conducted using Tarrant County Deed Card records, Tarrant County Official Public Records, Tarrant County Historical Society records, Tarrant County Appraisal District records, Chesapeake title plant records, Texas Department of Transportation records and records held by the Fort Worth Transportation Department. Research stopped at 5:00 p.m. on March 13<sup>th</sup>, 2012.

Frequently, early title to surveys in the State of Texas is vague. In Tarrant County, some records were destroyed by the 1876 Court House fire or misplaced and never filed of record. Consequently, Tarrant County records may not show certain transactions in title to the current owner(s) and title may be clouded by the absence of such records.

**Dale Property Services, L.L.C.**

500 Taylor St., Suite 600

Annex Building

Fort Worth, TX 76102

(817) 451-5353

**OWNERSHIP REPORT**

PROSPECT: SEFW

REPORT DATE: March 13, 2012

RECORD DATE: March 8, 2012

COUNTY OF: Tarrant

STATE OF: Texas

**DESCRIPTION**

0.32000 acres of land, more or less, being part of the R-O-W designated as East Rosedale Street, from Collard Street to Bishop Street, lying within what have been designated as the Sublett Unit, in Tarrant County, Texas, and being described in the following tract:

**Tract 1:**

Being a strip of land located in the J. W. Sublett Survey, Abstract No. 1409, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point at the Northeast corner of Block 26, Polytechnic Heights Addition an addition to the City of Fort, Worth, Tarrant County, Texas according to the plat recorded in Volume 63, Page 109, Plat Records, Tarrant County, Texas;

THENCE along the North and West lines of said Block 26 as follows:

1. N89°52'06"W, a distance of 400.00 feet to a point at the Northwest corner of said Block 26;
2. S00°07'54"W, a distance of 2.00 feet to a point from which an 1/2 iron rod found bears S22°03'00"W a distance of 0.72 feet;

THENCE N89°52'06"W, a distance of 30.00 feet to a point in the centerline of Collard Street according to said plat of Polytechnic Heights;

THENCE N00°07'54"E, a distance of 32.00 feet along said centerline to a point in the centerline of Avenue F (East Rosedale Street) according to said plat of Polytechnic Heights;

THENCE S89°52'06"E, a distance of 455.00 feet along said centerline of Avenue F to a point in the centerline of Bishop Street according to said plat of Polytechnic Heights;

THENCE S00°07'54"W, a distance of 40.00 feet along said centerline of Bishop Street to a point;  
THENCE N89°52'06"W, a distance of 25.00 feet to a point in the East line of said Block 26;

THENCE N00°07'54"E, a distance of 10.00 feet along said East line to the point of beginning, containing 0.320 acres of land.

The bearings recited hereon are oriented to NAD 27 North Central Texas, Grid.



Surface Owner(s): State of Texas

Phone Number:

Tenant:

Mineral Ownership Report  X

**MINERAL OWNERSHIP**

**Southeast Fort Worth Prospect - Sublett Unit**

MINERAL OWNER	INTEREST	ACREAGE	LEASE INFORMATION
City of Fort Worth Tract 1	100%	0.32000, more or less	Leased to: Date: Term: <b>NO LEASE FOUND OF</b> Royalty: <b>RECORD</b> Vol/Pg:
TOTALS FOR MINERAL OWNERSHIP	100%	0.32000, more or less	

This Acreage is Subject to the Following Agreements (O/A's, Com. Agmts., Pooling, etc.):

Liens or Encumbrances:

Title Curative Required:

Additional Lands Covered by Lease(s):

LEASEHOLD OWNERSHIP

Southeast Fort Worth Prospect - Sublett Unit

Interest Owners	Working Interest	Net Revenue Interest	Comments
	100%		
WORKING INTEREST TOTALS	100%		
<b>Royalty:</b>  <b>Overriding Royalty:</b>			
TOTAL ROYALTY BURDENS			
ALL LEASEHOLD TOTALS	100%	1.000000	

**SEFW PROSPECT / SUBLETT UNIT / EAST ROSEDALE STREET**

0.07111 acres of land, more or less, being a portion of East Rosedale Street created by the following source deeds. Tracts listed on this document correspond with the provided map.

***Mineral Title has been researched from Sovereignty/Patent to R-O-W Creation***

1. Patent-PAT 2. Warranty Deed-WD 3. Mineral Deed-MD	4. Royalty Deed-RD 5. Quitclaim Deed-QCD 6. Oil, Gas & Min Lease-OGML	7. Release-REL 8. Assignment-ASSG 9. Amendment-AMEND	10. Miscellaneous-MISC 11. Probate-PRO 12. Suit	13. Mortgage-MTG 14. Field Notes-FN 15. Subordination-SUB	16. Ratification-RAT 17. Deed of Trust-DT 18. Extension-EXT	19. Right of Way Deed - ROW 20. _____ 21. _____
<b><u>Volume/Page</u></b> <b><u>Instr Type</u></b>	<b><u>Grantor/Lessor</u></b>	<b><u>Grantee/Lessee</u></b>	<b><u>Acres</u></b>	<b><u>Instr Date/Eff</u></b> <b><u>Date</u></b>	<b><u>Filing Date</u></b>	<b><u>Remarks/Comments</u></b>

**Tract 1**

1273-483 ROW Deed	Lester M. Hall and wife, Myrtle Hall	City of Fort Worth	0.01147 acres, More or Less	7/27/1935	11/20/1935	A strip of land 10 feet wide off the north end of Lot 1 Block 26, Polytechnic Heights
----------------------	--------------------------------------	--------------------	--------------------------------	-----------	------------	---

**Tract 2**

1273-493 ROW Deed	Mrs. Juliette Kennedy, a widow	City of Fort Worth	0.01147 acres, More or Less	11/4/1935	11/20/1935	A strip of land 10 feet wide off the north end of Lot 2 Block 26, Polytechnic Heights
----------------------	--------------------------------	--------------------	--------------------------------	-----------	------------	---

**Tract 3**

1273-472 ROW Deed	Leota Wiseman, a widow	City of Fort Worth	0.01147 acres, More or Less	11/4/1935	11/20/1935	A strip of land 10 feet wide off the north end of Lot 3 Block 26, Polytechnic Heights
----------------------	------------------------	--------------------	--------------------------------	-----------	------------	---

**Tract 4**

1273-486 ROW Deed	Mrs. M.J. Jarrell, a widow	City of Fort Worth	0.01147 acres, More or Less	10/29/1935	11/20/1935	A strip of land 10 feet wide off the north end of Lot 4 Block 26, Polytechnic Heights
----------------------	----------------------------	--------------------	--------------------------------	------------	------------	---

**Tract 5**

1273-491 ROW Deed	R.S. Lotspeich and wife, Virginia Lotspeich	City of Fort Worth	0.00918 acres, More or Less	11/12/1935	11/20/1935	A strip of land 8 feet wide off the north end of Lot 5 Block 26, Polytechnic Heights
----------------------	---	--------------------	--------------------------------	------------	------------	--

**Tract 6**

1273-484 ROW Deed	W.C. Whitehurst and wife, Izetta Whitehurst	City of Fort Worth	0.00688 acres, More or Less	11/12/1935	11/20/1935	A strip of land 6 feet wide off the north end of Lot 6 Block 26, Polytechnic Heights
----------------------	---	--------------------	--------------------------------	------------	------------	--

**Tract 7**

1273-506 ROW Deed	Mrs. I.S. Murphy, a widow	City of Fort Worth	0.00573 acres, More or Less	10/30/1935	11/20/1935	A strip of land 5 feet wide off the north end of Lot 7 Block 26, Polytechnic Heights
----------------------	---------------------------	--------------------	--------------------------------	------------	------------	--

**Tract 8**

1273-504 ROW Deed	Mrs. A.A. Martin, a widow	City of Fort Worth	0.00344 acres, More or Less	7/27/1935	11/20/1935	A strip of land 3 feet wide off the north end of Lot 8 Block 26, Polytechnic Heights
----------------------	---------------------------	--------------------	--------------------------------	-----------	------------	--

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

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

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

THIS AGREEMENT made this 12 day of June, 2007, between Adrian Martinez, a single person

, Lessor (whether one or more), whose address is 300 Greenbriar Lane, Colleyville, Texas, 76034, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.135 acres of land, more or less, being Lot(s) 6, Block 26, of the Polytechnic Heights, Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109, 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 one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) 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 one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at \_\_\_\_\_ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then-owners of this lease, severally as to acreage owned by each.

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

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

Revised on 03/24/07

D207201, 874

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

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

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

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

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

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

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.

*Adrian Martinez*  
By: Adrian Martinez

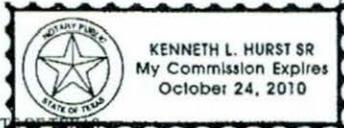
By: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 12 day of June, 2007.

by Adrian Martinez, a single person



*Kenneth L. Hurst Sr.*

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

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

by \_\_\_\_\_

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



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: 06/14/2007 09:08 AM  
Instrument #: D207206874  
LSE            3 PGS            \$20.00

By: \_\_\_\_\_



**D207206874**

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.

4  
**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  
5 year lease for one lot

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

THIS LEASE AGREEMENT is made this 22 day of March 2008 by and between

Ruben Ruiz, And Wife TAURINA RUIZ  
as Lessor (whether one or more), whose address is

3320 E. Rose Dale St. Fort Worth, Texas 76105

and DALE PROPERTY SERVICES L.L.C. 2100 Ross Ave 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:

Lot(s) 4 Block 26 of the Polytechnic Heights, an addition to the City of Fort Worth, Texas, more particularly described by metes and bounds in that certain P/47 recorded in Volume 1273, Page 486 of the P/47 Records, Tarrant County, Texas, ( )

in the county of Tarrant, State of TEXAS, containing .132 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 Effective Date (defined in paragraph 17 below), 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 casinghead 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 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 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 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 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 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, 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. It is recognized that as of the date of this lease the leased premises is subject to a prior lease, which is still within its primary term ("base lease"). This lease is subject to the base lease, and is not intended to disparage or cloud the title to such base lease. If, however, the base lease terminates at or after the expiration of its primary term, is invalidated through a judicial hearing or other legal adjudication on the merits of the base lease or manner in which it was acquired, or if the base lease in any other way becomes null and void or no longer in force and effect, then this lease shall continue in force and effect according to its terms and provisions; provided, however, that if Lessee does not tender to the Lessor the balance of the agreed bonus per net acre within sixty (60) days after the termination of the base lease, then this lease shall terminate, and the Lessee shall, upon receipt of written request from Lessor execute and deliver to Lessor a Release of this lease. For the purposes of this lease, the "Effective Date" of this lease shall be the date that the base lease is terminated or expires. Notwithstanding that the primary term of this lease will commence on the Effective Date, the rights of Lessee under this lease are vested upon Lessor's execution of this lease and, prior to the Effective Date, this lease covers Lessor's possibility of reverter in and to the leased premises. Furthermore, if the Effective Date fails to occur within ten (10) years of the date of signature below, then this lease shall ipso facto become null and void without any further action by or on behalf of Lessor or Lessee. For the consideration stated herein paid by Lessee, Lessor agrees not to ratify, renew or extend the base lease beyond its primary term or enter into any agreement that would have the effect of perpetuating the base lease after the termination or expiration thereof pursuant to its terms, nor will Lessor amend the base lease in any way.

**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.**

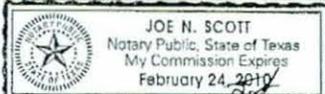
IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove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

LESSOR (WHETHER ONE OR MORE)  
Signature: Ruben Ruiz  
Printed Name: Ruben Ruiz

Signature: Tauvina Ruiz  
Printed Name: TAUVINA RUIZ

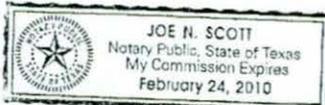
**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF TARRANT  
This instrument was acknowledged before me on the 22 day of March, 2008, by  
Ruben Ruiz



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

STATE OF TEXAS  
COUNTY OF TARRANT  
This instrument was acknowledged before me on the 22 day of March, 2008, by  
TAUVINA RUIZ



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

DRAFT

Re: BK 26 Lot 4 [Property Description]

Dear Richard and Taurma Burk

Dale Property Services, LLC ("Dale") hereby offers to lease your property described above for development of oil and gas. Our records show that your property may already be leased to another person or company, however Dale is willing to pay you for execution of a "top lease". A top lease is subject to the prior lease and only becomes effective if and when the prior lease expires or is otherwise determined to be no longer valid. The top lease includes specific language setting forth the terms and conditions of the payment of the bonus. If the existing lease is not terminated or declared void within 10 years after you execute the "top lease", the top lease will automatically terminate and become void. Dale cannot express any opinion of if and when the existing lease would terminate or be declared void.

As consideration for executing and returning the top lease, Dale will pay a total bonus to you of 4000<sup>00</sup> dollars per net mineral acre, payable in two installments. The first payment is a non-refundable payment of twenty percent of the total bonus and will be mailed to you shortly after we receive the executed top lease. This first payment will be yours to keep even if the top lease never becomes effective. ***The balance of the bonus described above will be paid to you when and only if the top lease becomes effective. Thus, if the top lease is declared void because the existing lease is not terminated or declared void within 10 years after you sign the top lease, then you will not receive the balance of the bonus.***

Should you have any questions regarding this offer you may contact Joe Scott at Dale. If you wish to sign the top lease and receive the first bonus payment then please follow the instructions provided and return the executed lease to Dale.

Sincerely,

I/We wish to execute the Top Lease provided by Dale. I/We acknowledge that Dale has adequately explained the nature of a top lease and provided ample opportunity for me/us to ask questions. I/we further understand that Dale will pay 20% of the bonus amount up front and the remaining 80% of the bonus will be paid when and only if the Top Lease becomes effective. I/we understand that if

the Top Lease fails to become effective within 10 years of execution, then the top lease shall be null and void and the balance of the bonus will not be paid to us.

Lessor

Reuben Ruiz

Lessor

Juanino Ruiz

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: 06/20/2008 10:10 AM  
Instrument #: D208237199  
LSE            5 PGS            \$28.00

By: \_\_\_\_\_



**D208237199**

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: MV

**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 2 day of July, 2008, by and between Larry J. Griggs, a single person whose address is 3324 E Rosedale St. Fort Worth TX, 76105 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2109 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:

0.132 acres of land, more or less, being lot(s) 3, Block 26, out of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain Plat recorded in Volume 63, Page 109 of the Plat records of Tarrant County, Texas.

in the County of Tarrant State of TEXAS, containing 0.132 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 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 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 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 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

D208258086

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 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 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 buy 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)

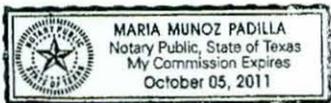
*Larry J. Briggs Sr.*  
By: Larry J. Briggs

By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF Tarrant

This instrument was acknowledged before me on the 2nd day of July, 2008, by: Larry J. Briggs



*Maria M. Padilla*  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by: \_\_\_\_\_

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



DALE RESOURCES  
3000 ALTA MESA BLVD STE 300

FT WORTH TX 76133

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: 07/03/2008 10:24 AM  
Instrument #: D208258086  
LSE 3 PGS \$20.00

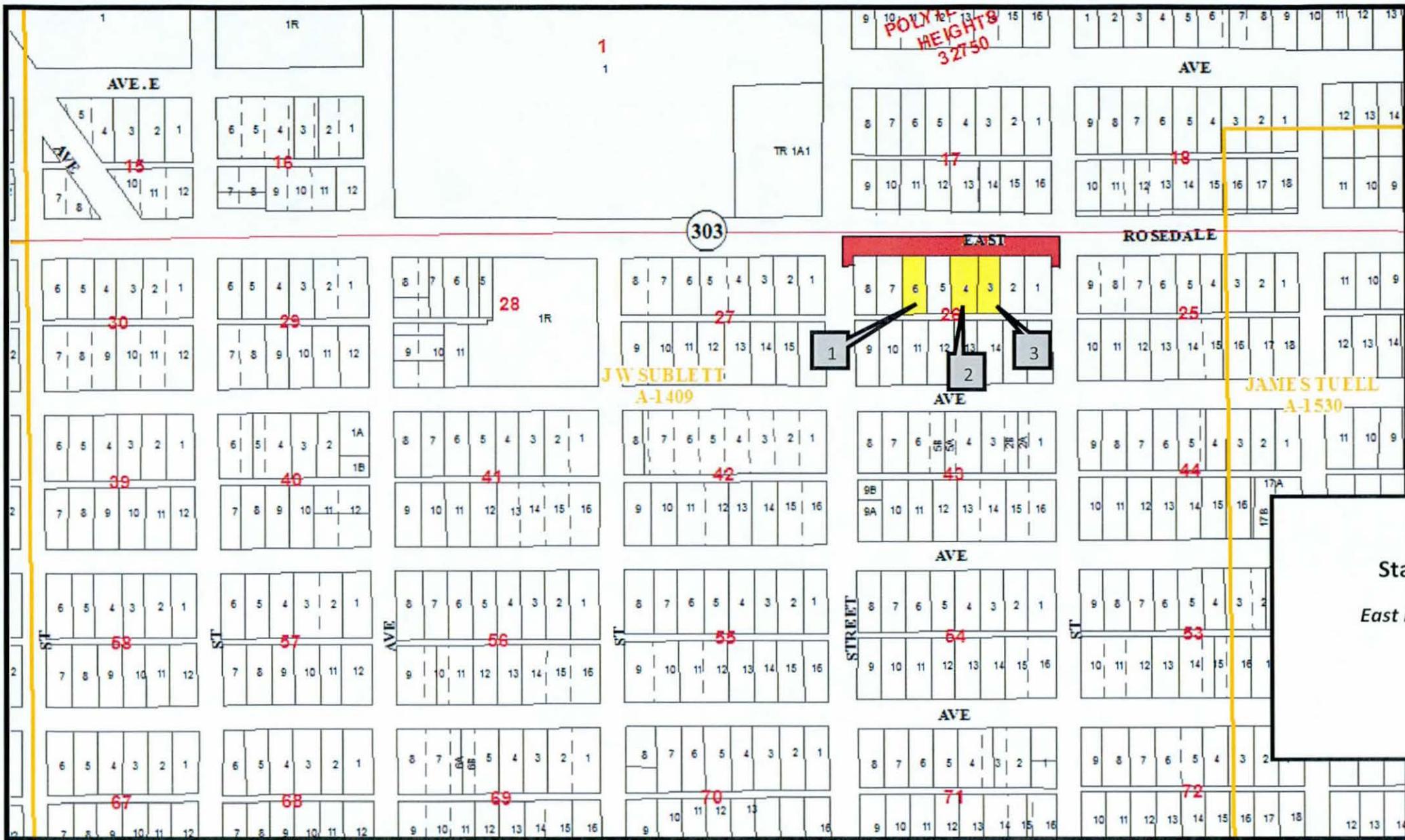
By: \_\_\_\_\_



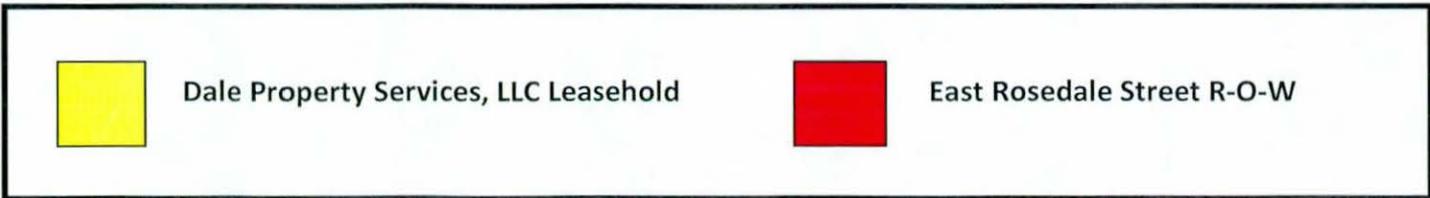
**D208258086**

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: MC



State of Texas Lease  
 East Rosedale Street R-O-W  
 Sublett Unit  
 0.32 acres



File No. 114105

Project Details

Date Filed: 3/27/12

Jerry E. Patterson, Commissioner

By GT

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 16, 2012

Mr. Jean Paul Beebe  
Dale Property Services, LLC  
Agent for Chesapeake Exploration, LLC  
500 Taylor Street, Suite 600  
Ft. Worth, TX 76102

**Dear Mr. Beebe,**

Re: State of Texas HROW Lease # MF 114105

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 Unit Designation after this lease has been added and the unit designation recorded.**

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](http://www.glo.state.tx.us)

7

File No. 114105

Final Letter

Date Filed: 3/16/12

Jerry E. Patterson, Commissioner

By GH



# Pooling Committee Report

To: School Land Board

UPA148506

Date of Board Meeting:

Unit Number: 7179

Effective Date: 06/19/2012

Unit Expiration Date:

Applicant: Chesapeake Exploration, LLC

Attorney Rep:

Operator: CHESAPEAKE OPERATING INC, OKLAHOMA CITY, Oklahoma City, Oklahoma City

Unit Name: Sublett 2H

Field Name: Newark. East (Barnett Shale)

County: Tarrant

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
	MF114105	0.25000000	05/01/2013	1 years	0.320000	0.320000	0.00059895
	MF114106	0.25000000	05/01/2013	1 years	1.087000	0.975000	0.00182491

Private Acres:	132.273000
State Acres:	1.295000
<b>Total Unit Acres:</b>	<b>133.568000</b>

<b>Participation Basis:</b>	Surface Acreage
Surface Acreage	
<b>State Acreage:</b>	0.97%
<b>State Net Revenue Interest:</b>	0.24%

<b>Unit Type:</b>	<b>Unitized for:</b>
Permanent	Oil And Gas
<b>Term:</b>	

<b>RRC Rules:</b>	<b>Spacing Acres:</b>
Yes	



### Highway Right-of-Way Unit Designation Form

Texas General Land Office  
Jerry Patterson, Commissioner  
1700 North Congress Avenue  
Austin, Texas 78701-1495

7179

#### OPERATOR INFORMATION

Contact Name Jerad Rhodes Phone ( 405 ) 935-1369

Name of Pooled Unit Sublett 2H

Operator of Pooled Unit Chesapeake Exploration, L. L. C. County Tarrant

Effective Date of Unit Declaration: 6/19/2012

#### HROW LEASE(S) IN UNIT

HRWO State Lease No.	Lease Date	Term	HROW Royalty	Total Acreage in HROW Lease	HROW Lease Acreage in Unit
MF 114106	5/1/2012	1 year	25%	1.087	0.975
MF 114105	5/1/2012	1 year	25%	0.32	0.32

Total Acreage In Pooled Unit 133.568 Ac.

State's Royalty Revenue Interest in Unit: 0.242386% Total HRWO Acreage In Unit 1.295 Ac.

Total Private Acreage In Unit (Total Acreage - Total HROW Acreage) 132.273 Ac.

Attach a plat showing the pooled unit outline, unit well(s) location, and HROW lease tracts.

Type of Mineral Pooled:  Oil  Gas  Oil & Gas

Pooled Interval: All Depths  Top Depth Surface Base Depth Barnett Shale

If pooling a Formation(s) please list Formation Name: \_\_\_\_\_

RRC Field Name(s): Newark, East (Barnett Shale)

#### UNIT WELL(S)

API # 42-439-36386 RRC ID# 727653

API # \_\_\_\_\_ RRC ID# \_\_\_\_\_

API # \_\_\_\_\_ RRC ID# \_\_\_\_\_

API # \_\_\_\_\_ RRC ID# \_\_\_\_\_

Unit 7179 MF 114105 and MF 114106 see next pages for lease locations

Chesapeake Operating, Inc., Sublett, Well 2H, SHL is located  
2,244' FSL and 324' FEL of the J Davis Survey, Abstract No. 418,  
Fort Worth, Tarrant County, Texas.

Total Acres - 133.568 ac.  
Total Unleased Acres - 21.682 ac.  
Total Leased Acres - 111.886 ac.

**REGISTERED PROFESSIONAL SURVEYORS**  
**HERBERT S. BEASLEY**  
**LAND SURVEYORS L.P.**  
• LAND • TOPOGRAPHIC  
• CONSTRUCTION SURVEYING

P. O. BOX 8873  
FORT WORTH, TEXAS 76124

METRO 817-429-0194  
FAX 817-446-5488

NAD83 TxNC-SHL  
N: 6949764.896  
E: 2339780.837  
LAT: 32.727559'  
LON: -97.292591'

NAD27 TxNC-SHL  
X: 2063871.631  
Y: 385967.507  
LAT: 32.727428'  
LON: -97.292297'

NAD27 TxNC-PP  
X: 2065599.341  
Y: 386418.821  
LAT: 32.728658'  
LON: -97.286678'

NAD27 TxNC-UPP  
X: 2065977.523  
Y: 386402.759  
LAT: 32.728611'  
LON: -97.285447'

NAD27 TxNC-LPP  
X: 2068640.323  
Y: 386183.917  
LAT: 32.727994'  
LON: -97.276789'

NAD27 TxNC-BHL  
X: 2068744.988  
Y: 386183.678  
LAT: 32.727994'  
LON: -97.276450'

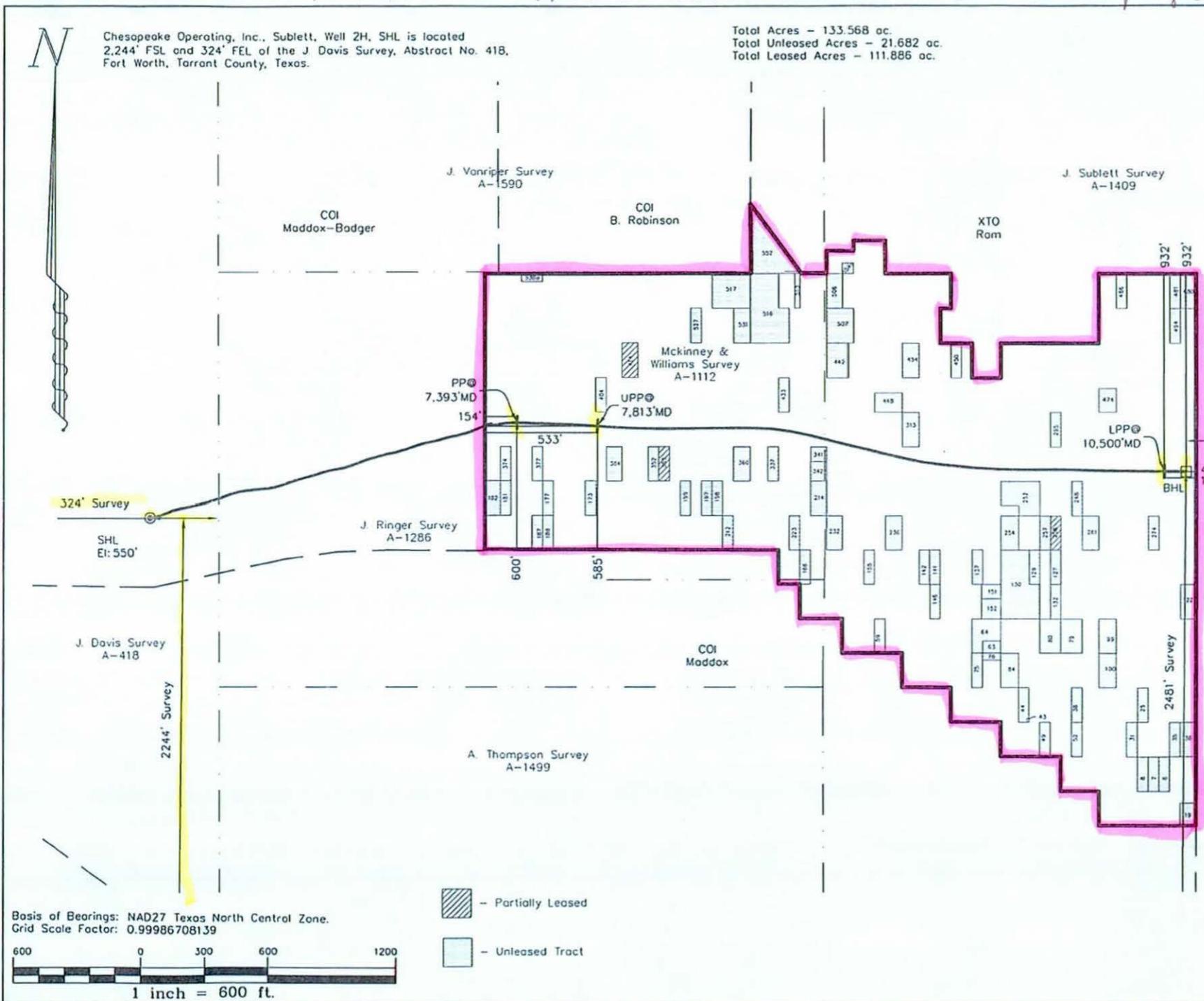


Prepared 31 January 2013  
Revised 4 February 2013

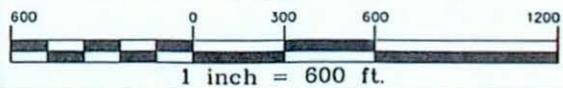
Page 1 of 5

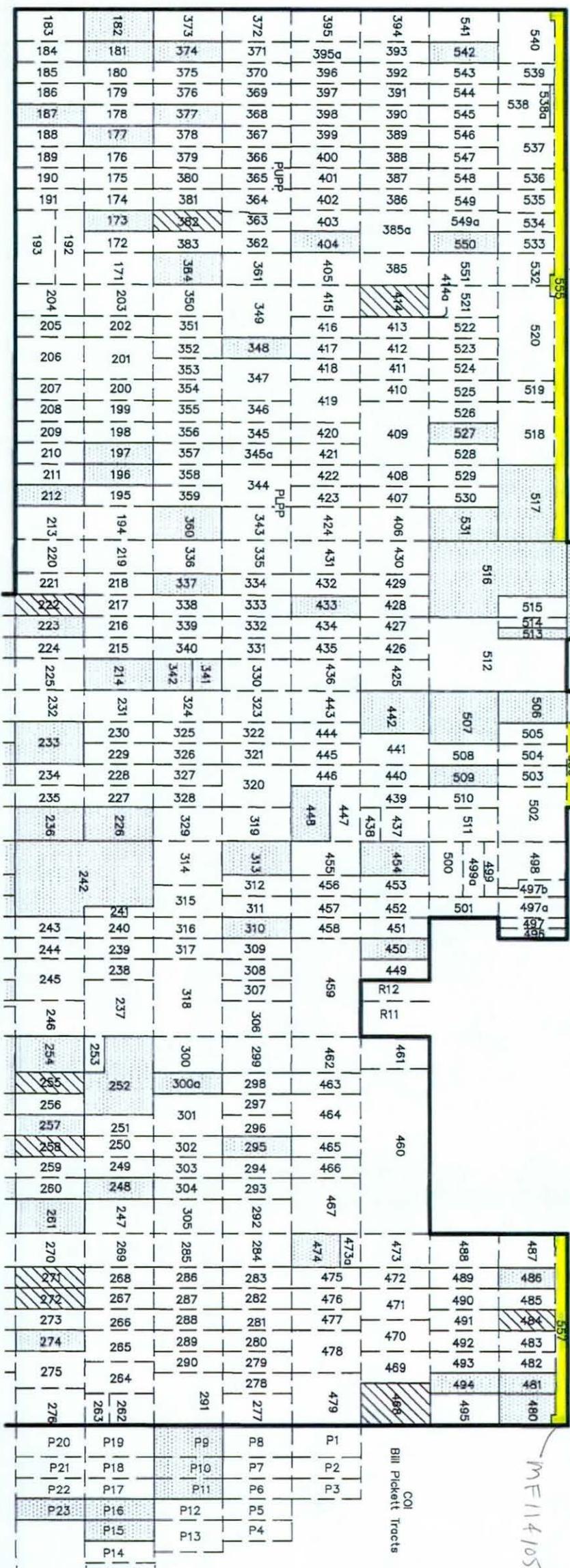
**As-Drilled Plat**  
**Sublett, Well 2H**  
**CHESAPEAKE OPERATING, INC.**  
**111.886 Leased Acre Sublett**  
Fort Worth, Tarrant County, Texas.

CHK-Sublett 2H osd.dwg



Basis of Bearings: NAD27 Texas North Central Zone.  
Grid Scale Factor: 0.99986708139





P. O. BOX 8873  
FORT WORTH, TEXAS 76124

**HERBERT S. BOEASLEY**  
REGISTERED PROFESSIONAL SURVEYORS

**LAND SURVEYORS L.P.**  
• LAND • TOPOGRAPHIC  
• CONSTRUCTION SURVEYING

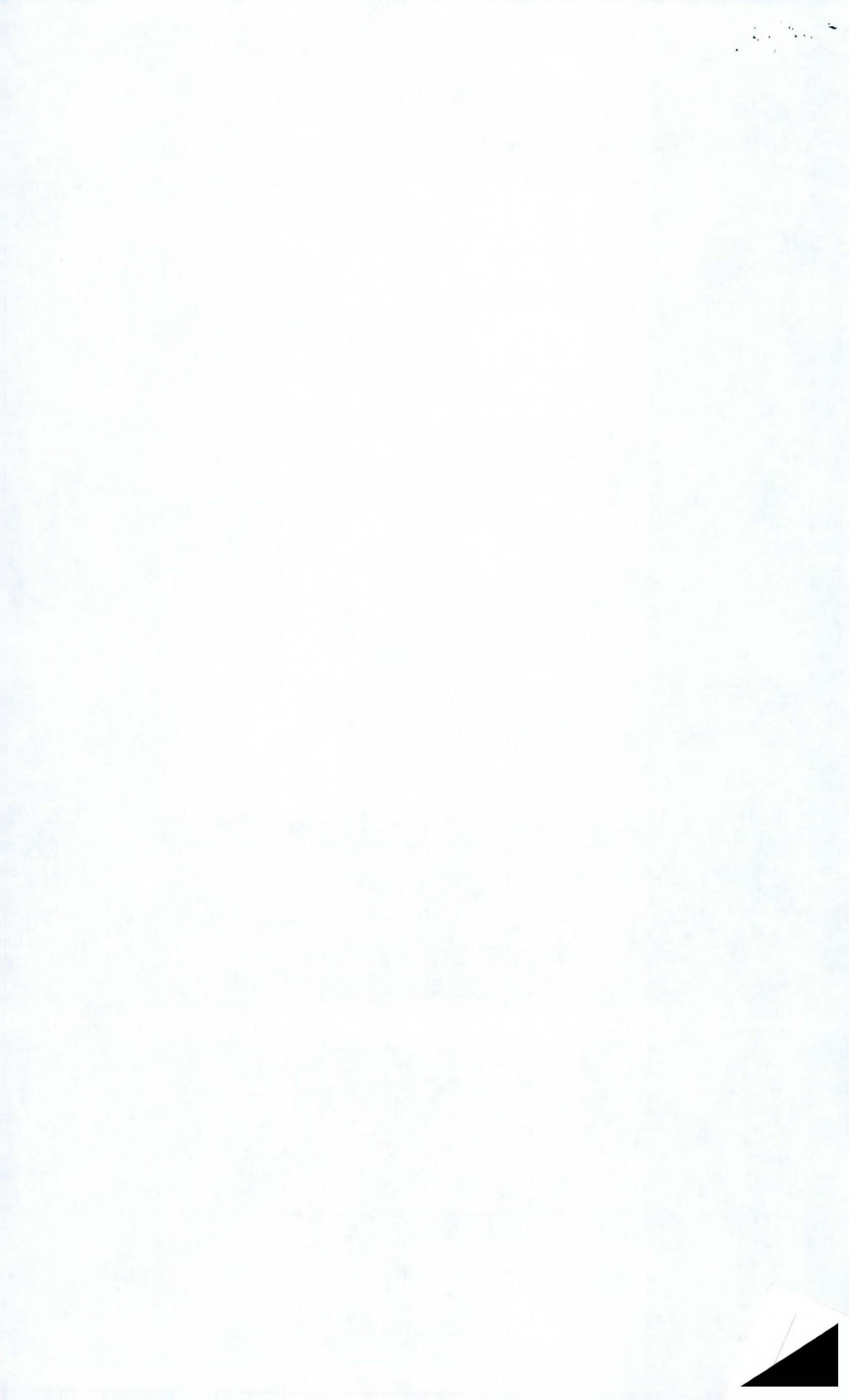
METRO 817-429-0194  
FAX 817-446-5489

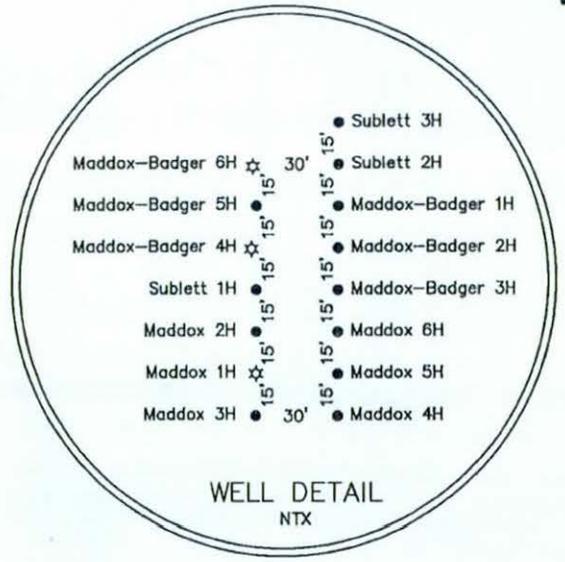
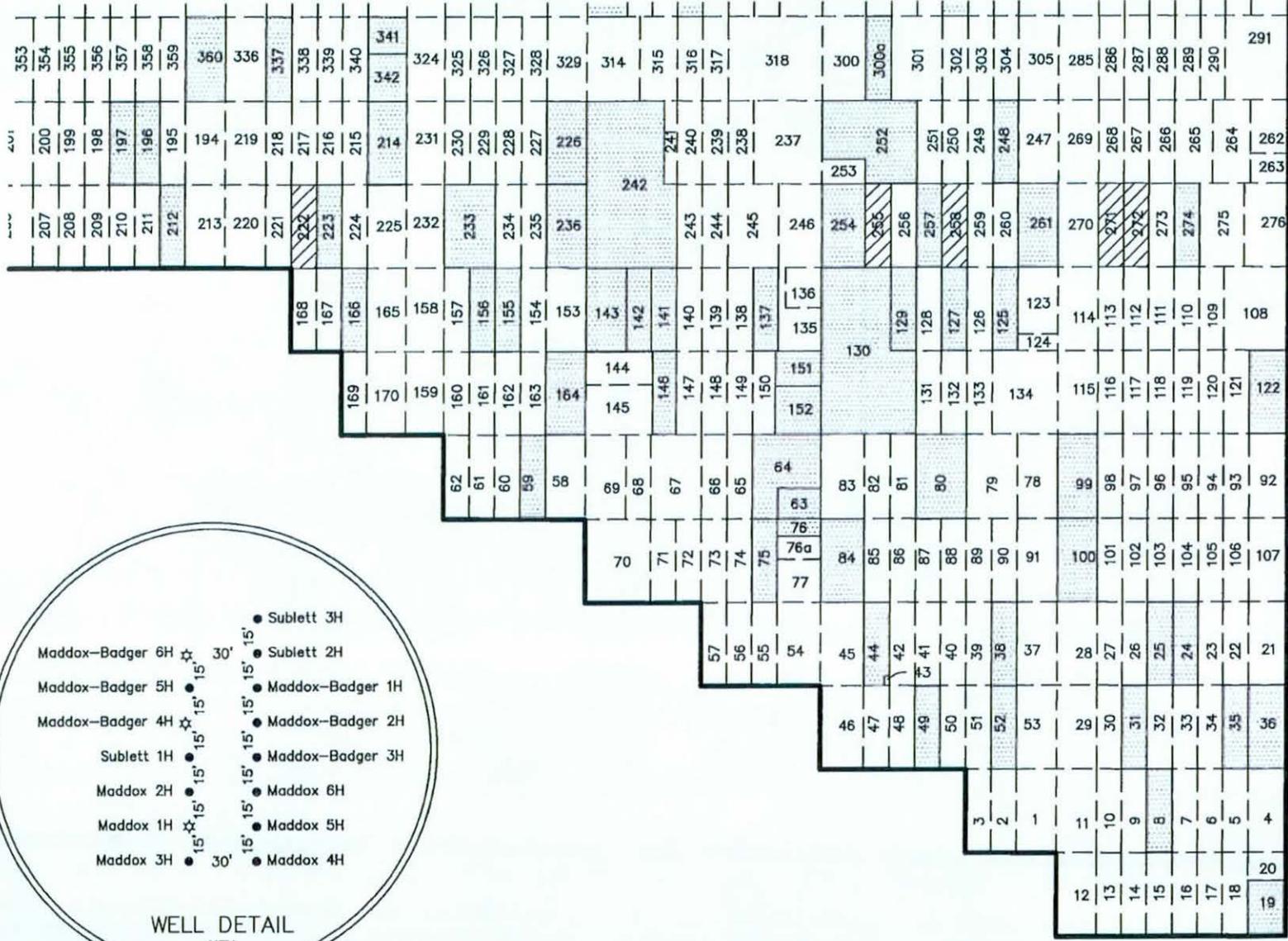
COI  
Bill Pickett Tracts

Basis of Bearings: NAD27 Texas North Central Zone.  
Grid Scale Factor: 0.99986708139  
1 inch = 300 ft.

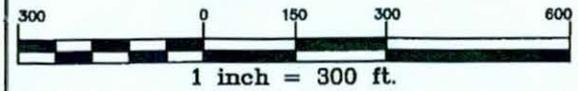
Unleased Tract  
Partially Leased

**As-Drilled Plat**  
**Sublett. Well 2H**  
**CHESAPEAKE OPERATING, INC.**  
**109.429 Leased Acre Sublett**  
Fort Worth, Tarrant County, Texas.





Basis of Bearings: NAD27 Texas North Central Zone.  
Grid Scale Factor: 0.99986708139



- Unleased Tract

**REGISTERED PROFESSIONAL SURVEYORS**  
**HERBERT S. BEASLEY**  
**LAND SURVEYORS L.P.**  
• LAND • TOPOGRAPHIC  
• CONSTRUCTION SURVEYING

P. O. BOX 8873  
FORT WORTH, TEXAS 76124

METRO 817-429-0194  
FAX 817-446-5488

1. Jill M. Darden - 0.299 ac.
2. Luis Amara - 0.187 ac.
3. Helen Whisenand - 0.187 ac.
4. Miguel Guerrero - 0.281 ac.
5. Cristobal Juarez - 0.187 ac.
6. Scott R. Davidson - 0.187 ac.
7. Ronald E. Olman - 0.187 ac.
8. Unleased (James A. Larson) - 0.187 ac.
9. Gracia Trevino - 0.187 ac.
10. Juan Olmos - 0.187 ac.
11. Armando Barboza - 0.300 ac.
12. Adolo Flores - 0.300 ac.
13. Kenneth Graham - 0.187 ac.
14. Lee Porter - 0.187 ac.
15. Jay Hester - 0.187 ac.
16. Kosel Investments Inc. - 0.187 ac.
17. Ellena S. Simmons - 0.187 ac.
18. Juan Alvarado - 0.187 ac.
19. Unleased (James Jones) - 0.186 ac.
20. Jose Roman - 0.095 ac.
21. Antonio Perez - 0.281 ac.
22. Arturo Acevedo - 0.187 ac.
23. Jose Martinez - 0.187 ac.
24. Unleased (Jose A. Rodriguez) - 0.187 ac.
25. Unleased (Jose A. Rodriguez) - 0.187 ac.
26. Jose Munoz - 0.187 ac.
27. Antonio Moreno - 0.187 ac.
28. Jose D. Jaquez - 0.300 ac.
29. Leroy York - 0.300 ac.
30. Louvenia Holmes - 0.187 ac.
31. Unleased (Viola Martin) - 0.187 ac.
32. Ray Wheat - 0.187 ac.
33. Maria Romas - 0.187 ac.
34. Juan Ramirez - 0.187 ac.
35. Unleased (Robert Ramage) - 0.187 ac.
36. Unleased (Linda Beasley) - 0.281 ac.
37. Jose Lule - 0.300 ac.
38. Unleased (Rosa Moore) - 0.187 ac.
39. Chesapeake Royalty LLC - 0.187 ac.
40. Jorge Prez & Lourdes Terrero - 0.187 ac.
41. Filiberto Aguilar - 0.187 ac.
42. Ruth O'Dear - 0.187 ac.
43. Unleased (TXU Gas Company) - 0.004 ac.
44. Unleased (Carlos Ibanez) - 0.183 ac.
45. Antonio Aguilar - 0.318 ac.
46. Carlos Espinoza - 0.318 ac.
47. Imelda Sigala - 0.187 ac.

**As-Drilled Plat**  
**Sublett, Well 2H**  
**CHESAPEAKE OPERATING, INC.**  
**109.429 Leased Acre Sublett**  
Fort Worth, Tarrant County, Texas.

Electronically Recorded

Tarrant County Texas

Official Public Records

6/19/2012 12:32 PM

D212146426

*Mary Louise Garcia*

PGS 18 \$84.00

Mary Louise Garcia, Submitter: SIMPLIFILE  
**DECLARATION OF POOLED UNIT  
SUBLETT UNIT**

STATE OF TEXAS )

) KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT )

**10035796**

Electronically Recorded  
Chesapeake Operating, Inc.

This Declaration of Pooled Unit is executed to be effective as of April 30, 2012, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

**RECITALS**

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

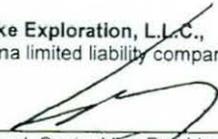
1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.
2. Description of Unit Area. The Unit Area (herein so called) shall consist of **133.568 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.
3. Unit Name. The pooled unit created hereby shall be known as the "**Sublett**".
4. Additional Interest Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.
5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the pooled unit described herein, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the respective owner of such full or undivided interests.
6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in Tarrant County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.
7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written

consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

**Chesapeake Exploration, L.L.C.,**  
an Oklahoma limited liability company

  
Henry J. Hood, Senior Vice President –  
Land and Legal & General Counsel

*ERP*  
*as of*

ACKNOWLEDGMENT

STATE OF OKLAHOMA     )  
  )  
COUNTY OF OKLAHOMA    )

This instrument was acknowledged before me on this 30<sup>th</sup> day of April, 2012, by Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.



  
Notary Public

My Commission Expires: 11-28-15  
My Commission Number: 11010697

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

  
Fabien Colmet Daage  
Vice President – Business Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS         )  
  )  
COUNTY OF HARRIS     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Fabien Colmet Daage, as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



**EXHIBIT "A"**

**Sublett Unit**

Attached to and made a part of that certain Declaration of Pooled Unit – Sublett Unit. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in Exhibit "B" attached hereto.

Lease No.	Lessor	Lessee	Lease Date	Recording No.
TX0048384-000	Abelardo & Maria C. Sanchez	Paloma Barnett, LLC	1/5/2008	D208080442
TX0074317-000	Adnan & Kashif Khan	Dale Property Services, LLC	5/21/2007	D207207077
TX0047805-000	Adolfo & Blanca Flores	Paloma Barnett, LLC	12/14/2007	D208066611
TX0480176-000	Agustin & Juan Rico	Paloma Barnett, LLC	2/23/2008	D208094274
TX0046629-000	Agustine Andrade & T.R. Ramirez	Paloma Barnett, LLC	10/11/2007	D208028061
TX0138969-000	Albert Sr. & Fay Woolridge	Dale Property Services, LLC	5/19/2009	D209139222
TX0138967-000	Albert Sr. & Fay Woolridge	Dale Property Services, LLC	5/19/2009	D209139221
TX0107549-000	Alejandro & Lisa Ovalle	Dale Property Services, LLC	12/28/2007	D208030261
Glencrest Resources	Alejandro Chavez	Glencrest Resources, Inc.	6/21/2008	D208326627
TX0132575-000	Alfredo & Bertha Quintana	Dale Property Services, LLC	8/8/2008	D208333067
TX0138448-000	Alicides & Olga Rodriguez	Dale Property Services, LLC	4/14/2009	D209107176
TX0139582-000	Alma Crossley	Dale Property Services, LLC	6/29/2009	D209183343
TX0041974-000	Alma Zamarripa	Paloma Barnett, LLC	9/4/2007	D207435339
TX0129548-000	Alvin Hohman Living Trust	Dale Property Services, LLC	5/23/2008	D208282762
TX0139481-000	Ana Nava	Dale Property Services, LLC	6/22/2009	D209174412
TX0127445-000	Ana Patterson	Dale Property Services, LLC	6/24/2008	D208261305
TX0042465-000	Andres Ramos	Paloma Barnett, LLC	9/17/2007	D207442549
TX0140357-000	Angel & Ana Munoz	Dale Property Services, LLC	8/28/2009	D209237155
TX0141618-000	Angel & Virgilia Hernandez	Dale Property Services, LLC	11/19/2009	D209309684
TX0104887-000	Angelina Salas-Canales	Dale Property Services, LLC	10/27/2007	D207401759
TX0047672-000	Antonio & Clara Moreno	Paloma Barnett, LLC	1/3/2008	D208065968
TX0048280-000	Antonio & Maria I. Gomez	Paloma Barnett, LLC	2/7/2008	D208074410
TX0047811-000	Antonio & Martha Martinez	Paloma Barnett, LLC	12/13/2007	D208066617
TX0048697-000	Antonio & Veronica Acevedo	Paloma Barnett, LLC	1/9/2008	D208093013
Glencrest Resources	Antonio Cabello	Glencrest Resources, Inc.	5/21/2008	D208263451
TX0147678-000	Antonio Duran	Chesapeake Exploration, LLC	9/14/2010	D210230224
TX0095649-000	Armando & Maggie Rojas	Dale Property Services, LLC	10/19/2007	D207380947
TX0095782-000	Armando & Maggie Rojas	Dale Property Services, LLC	10/19/2007	D207380948
TX0095784-000	Armando & Maggie Rojas	Dale Property Services, LLC	10/19/2007	D207380946
TX0104592-000	Armando & Maria Rojero	Dale Property Services, LLC	12/17/2007	D208001837
TX0104632-000	Armando & Maria Rojero	Dale Property Services, LLC	12/17/2007	D208003359
TX0420360-000	Armando Hernandez	Chesapeake Exploration, LLC	3/8/2011	D211063354
TX0043418-000	Armando Rojero & Noel Rojero	Paloma Barnett, LLC	12/10/2007	D208012226
TX0121183-000	Arnulfo F. Carrillo	Dale Property Services, LLC	5/8/2008	D208184451
TX0048201-000	Arturo Acevedo	Paloma Barnett, LLC	10/8/2007	D208073709

Lease No.	Lessor	Lessee	Lease Date	Recording No.
TX0128299-000	Audrey Bell	Dale Property Services, LLC	6/16/2008	D208261478
TX0044590-000	Aurelia De Perez	Paloma Barnett, LLC	10/12/2007	D208030460
42-003453-000	Barbara A. Gray	Chesapeake Exploration, LLC	7/25/2011	D211193522
42-003518-002	Barbara Bolton Grieger	Chesapeake Exploration, LLC	7/26/2011	D211191559
TX0044574-000	Bartolo A. Tiscaren'o & Artenia R. Aguayo	Paloma Barnett, LLC	10/10/2007	D208030438
TX0071609-000	Benjamin Munoz	Dale Property Services, LLC	4/10/2007	D207167627
TX0123867-000	Bernie Bryant & Elgin Bryant	Dale Property Services, LLC	5/22/2008	D208212923
42-006670-001	Bessie Jones	Chesapeake Exploration, LLC	10/12/2011	D211283090
42-006670-004	Betty J. Mayfield	Chesapeake Exploration, LLC	10/13/2011	D211283088
TX0101196-000	Billie Jacobs	Dale Property Services, LLC	11/9/2007	D207423825
TX0141100-000	Blanca Delfuente	Dale Property Services, LLC	10/14/2009	D209277920
TX0048172-000	Bobby Moore	Paloma Barnett, LLC	9/28/2007	D208073603
TX0044726-000	Bonnie Flores	Paloma Barnett, LLC	11/20/2007	D208030971
TX0150421-000	Bradley James Light	Chesapeake Exploration, LLC	1/20/2011	D211024613
TX0044028-000	Brenda James	Paloma Barnett, LLC	10/25/2007	D208028088
TX0035578-000	Brent R. Hyder & Whitney H. More	Four Sevens Resources Co, LTD	6/14/2007	D207215190
42-007988-000	Bruce Thomas	Chesapeake Exploration, LLC	9/20/2011	D211252053
TX0139827-000	Bruce Thomas	Dale Property Services, LLC	7/21/2009	D209200135
TX0049294-001	Byron K. Armstrong	Paloma Barnett, LLC	10/3/2007	D208065971
TX0107001-000	Capital Plus I LTD	Dale Property Services, LLC	5/16/2007	D208026598
TX0072933-000	Capitla Plus I LTD	Dale Property Services, LLC	5/16/2007	D207188619
TX0144925-000	Carlos & Heidi Careaga	Dale Property Services, LLC	5/13/2010	D210123478
42-003766-000	Carlos Espinoza	Chesapeake Exploration, LLC	3/15/2011	D211070508
TX0101854-000	Carlos H. Tejada	Dale Property Services, LLC	11/29/2007	D207435669
TX0125647-000	Carlos Lira	Dale Property Services, LLC	6/2/2008	D208233290
TX0145687-000	Carolyn Tension	Dale Property Services, LLC	6/18/2010	D210152370
TX0139843-000	Catalino & Fluvia Juarez	Dale Property Services, LLC	7/21/2009	D209200151
42-001611-004	Charla Charise Pitts	Chesapeake Exploration, LLC	6/1/2011	D211147440
TX0466994-000	Charles T. Beavers	Paloma Barnett, LLC	11/8/2007	D208067109
TX0073066-000	Chausin, Jr & Annette Carr	Dale Property Services, LLC	5/30/2007	D207190171
TX0146360-000	Cherri Moore	Dale Property Services, LLC	7/15/2010	D210175926
TX0460927-000	Chesapeake Royalty LLC	Chesapeake Exploration, LLC	9/30/2009	D209316701
TX0125767-000	Chester McCurry Revocable Living Trust	Dale Property Services, LLC	6/11/2008	D208231885
TX0048616-000	Christine Oxford	Paloma Barnett, LLC	1/16/2008	D208090878
TX0126636-000	Cirilo Ramirez	Dale Property Services, LLC	6/20/2008	D208247499
TX0045344-000	Claudia Munoz	Paloma Barnett, LLC	11/28/2007	D208033594
TX0113490-000	Cristobal & Susana Juarez	Dale Property Services, LLC	3/14/2008	D208100613
TX0047512-000	Cruz & Maribel Alanis	Paloma Barnett, LLC	1/14/2008	D208064855
TX0125165-000	Damon Clay	Dale Property Services, LLC	6/2/2008	D208214069

Lease No.	Lessor	Lessee	Lease Date	Recording No.
TX0125822-000	Damon Clay	Dale Property Services, LLC	6/2/2008	D208231895
TX0125163-000	Damon Clay	Dale Property Services, LLC	6/2/2008	D208214068
TX0127251-000	Dane & Gloria Blackshear	Dale Property Services, LLC	6/21/2008	D208254431
TX0131602-000	David & Irma Ortega	Dale Property Services, LLC	8/4/2008	D208316217
TX0420368-000	David & Kathryn Sabine	Chesapeake Exploration, LLC	2/25/2011	D211063356
TX0048800-000	David & Socorro Perez	Paloma Barnett, LLC	1/17/2008	D208096111
TX0047631-000	David & Sophia Heath	Paloma Barnett, LLC	1/24/2008	D208065915
42-006670-003	David Crockett Spriggs Jr	Chesapeake Exploration, LLC	10/7/2011	D211283089
TX0045186-000	David Irwin	Paloma Barnett, LLC	12/5/2007	D208032813
TX0077579-000	Davis Thomas	Dale Property Services, LLC	6/29/2007	D207238586
TX0136869-000	Dean & Mary Duncan	Dale Property Services, LLC	1/22/2009	D209028436
42-042471-003	Deandrea Carter	Chesapeake Exploration, LLC	11/17/2011	D211287024
TX0143580-000	Deborah Hernandez	Dale Property Services, LLC	3/24/2010	D210071661
TX0116851-000	Delfino & Julia Hernandez	Dale Property Services, LLC	4/14/2008	D208142646
TX0044683-000	Delia Heredia	Paloma Barnett, LLC	1/17/2007	D208030831
42-001436-000	Delia Heredia	Chesapeake Exploration, LLC	5/18/2011	D211137828
TX0148046-000	Dennis Merchant	Chesapeake Exploration, LLC	9/30/2010	D210249154
TX0148048-000	Dennis Merchant	Chesapeake Exploration, LLC	9/30/2010	D210249155
TX0139761-000	Devoyd Jennings	Dale Property Services, LLC	7/7/2009	D209193759
TX0042361-000	Donald Lockman	Paloma Barnett, LLC	9/21/2007	D207441794
TX0127279-000	Donna Edge	Dale Property Services, LLC	6/19/2008	D208254369
42-006670-002	Eddie E. Dukes	Chesapeake Exploration, LLC	10/12/2011	D211283091
42-003538-000	Edna Munoz	Chesapeake Exploration, LLC	7/8/2011	D211192401
TX0139165-000	Edwin Land Jr	Dale Property Services, LLC	5/28/2009	D209155323
TX0139149-000	Edwin Land Jr	Dale Property Services, LLC	5/21/2009	D209154014
TX0044889-000	Effie F. Davis	Paloma Barnett, LLC	12/6/2007	D208031711
TX0139399-000	Efigenio Jimenez	Dale Property Services, LLC	6/20/2009	D209167148
TX0049297-001	Elba E. McCurley	Paloma Barnett, LLC	11/27/2007	D208061756
42-042241-000	Eligio Rodriguez-Torres etux Griselda Navarro-Rodriguez	Chesapeake Exploration, LLC	11/1/2011	D211281663
TX0116828-000	Eliza Investments, LP	Dale Property Services, LLC	4/9/2008	D208141663
TX0075481-000	Elizabeth McKenzie	Dale Property Services, LLC	6/20/2007	D207218926
TX0137690-000	Elizabeth Munoz	Dale Property Services, LLC	3/5/2009	D209065511
TX0137688-000	Elizabeth Munoz	Dale Property Services, LLC	3/5/2009	D209065510
42-048298-001	Elizabeth W. Nash	Chesapeake Exploration, LLC	11/23/2011	D212041404
42-043201-000	Elizabeth W. Nash	Chesapeake Exploration, LLC	11/23/2011	D212041405
42-003726-000	Ellena S. Simmons	Chesapeake Exploration, LLC	6/22/2011	D211172384
TX0047517-000	Enrique & Evelia Munoz	Paloma Barnett, LLC	2/12/2008	D208064902
TX0130262-000	Ernest Lopez	Dale Property Services, LLC	7/22/2008	D208293560
TX0047325-000	Ernesto & Julia Andrade	Paloma Barnett, LLC	12/31/2007	D208062674

Lease No.	Lessor	Lessee	Lease Date	Recording No.
TX0102881-000	Esteban Mariscal	Dale Property Services, LLC	12/1/2007	D207450563
TX0102887-000	Esteban Mariscal	Dale Property Services, LLC	12/1/2007	D207450565
TX0048633-000	Ester Ruiz	Paloma Barnett, LLC	1/26/2008	D208090932
TX0047173-000	Etta Perkins	Paloma Barnett, LLC	10/2/2007	D208061341
TX0421292-000	Eugene Smith Sr	Chesapeake Exploration, LLC	11/23/2010	D211006644
TX0137489-000	Eva Valdez	Dale Property Services, LLC	2/27/2009	D209060978
TX0145843-000	Faith Sanctuary Christ Holy Church	Dale Property Services, LLC	6/15/2010	D210156092
TX0145842-000	Faith Sanctuary Church	Dale Property Services, LLC	6/15/2010	D210156091
TX0125154-000	Fannie Campbell	Dale Property Services, LLC	6/2/2008	D208228504
TX0044120-000	Felipe & Micaela Inojosa	Paloma Barnett, LLC	10/2/2007	D208028243
Glencrest Resources	Filiberto Aguilar	Glencrest Resources, Inc.	6/4/2008	D208303281
42-006002-000	First National Security Corp.	Chesapeake Exploration, LLC	9/1/2011	D211222218
TX0049084-000	Floyd R., Sr & Marian Benson	Paloma Barnett, LLC	2/5/2008	D208111301
TX0140663-000	Francisco & Isabel Flores	Dale Property Services, LLC	9/18/2009	D209255969
42-049559-000	Francisco & Norma Martinez	Chesapeake Exploration, LLC	3/27/2012	D212075699
TX0139177-000	Francisco Avila	Dale Property Services, LLC	6/4/2009	D209155335
TX0095376-000	Francisco Meza & Maggie Rojas	Dale Property Services, LLC	10/19/2007	D207380949
TX0045205-000	Francisco Mota Rodriguez	Paloma Barnett, LLC	10/27/2007	D208032832
TX0139319-000	Francisco Sandoval	Dale Property Services, LLC	6/12/2009	D209167157
TX0124350-000	Francisco Sotelo	Dale Property Services, LLC	5/21/2008	D208212682
42-001611-001	Fred Tarkington	Chesapeake Exploration, LLC	3/29/2011	D211141807
TX0092040-000	Gabriel Martinez	Dale Property Services, LLC	9/24/2007	D207359997
42-042471-001	Garlen Carter	Chesapeake Exploration, LLC	11/17/2011	D211287023
TX0141086-000	Gary Thompson	Dale Property Services, LLC	10/12/2009	D209278027
TX0098066-000	Genaro Valera	Dale Property Services, LLC	10/24/2007	D207401698
TX0078960-000	Geraldine Johnson	Dale Property Services, LLC	7/14/2007	D207255218
TX0113604-000	Gerardo & Maria Martinez	Dale Property Services, LLC	3/22/2008	D208106946
TX0131087-000	Ghaleb Hamad	Dale Property Services, LLC	7/18/2008	D208308096
Glencrest Resources	Gilberto Aguero	Glencrest Resources, Inc.	5/20/2008	D208263439
TX0042915-000	Gloria Salazar	Paloma Barnett, LLC	10/3/2007	D207448233
TX0047468-000	Gracia Trevino	Paloma Barnett, LLC	1/10/2008	D208064735
TX0047511-000	Graciela Tovar	Paloma Barnett, LLC	1/22/2008	D208064854
TX0044944-000	Guadalupe Madrigal et al	Paloma Barnett, LLC	10/30/2007	D208031886
TX0128902-000	Guillermo & Maria Garcia	Dale Property Services, LLC	6/16/2008	D208272587
TX0127125-000	Guillermo & Maria Garcia	Dale Property Services, LLC	6/16/2008	D208247958
TX0129481-000	Harold Lightfoot	Dale Property Services, LLC	7/9/2008	D208282137
TX0043943-000	Hector & Esmeralda Tolentino	Paloma Barnett, LLC	11/12/2007	D208027939
TX0125175-000	Henrietta Blackshear	Dale Property Services, LLC	6/2/2008	D208214077
42-006670-005	Henry Earl Spriggs	Chesapeake Exploration, LLC	10/13/2011	D211283092

Lease No.	Lessor	Lessee	Lease Date	Recording No.
TX0047807-000	Heraclio Lopez	Paloma Barnett, LLC	11/12/2007	D208066613
TX0048547-000	Hermelinda Diaz	Paloma Barnett, LLC	10/16/2007	D208089284
TX0044859-000	Hermilo & Yolanda Mendez	Paloma Barnett, LLC	11/28/2007	D208031585
42-006651-000	Home America Inc	Chesapeake Exploration, LLC	9/16/2011	D211229676
TX0112470-000	Homero & Elvira Garcia	Dale Property Services, LLC	3/7/2008	D208090975
TX0044613-000	Hortencia Martinez	Paloma Barnett, LLC	11/20/2007	D208030718
TX0127490-000	House of Prayer For All People	Dale Property Services, LLC	6/27/2008	D208261633
TX0127491-000	House of Prayer For All People	Dale Property Services, LLC	6/27/2008	D208261634
TX0140728-000	Hugo Ceja	Dale Property Services, LLC	9/17/2009	D209258113
42-002607-000	Ignacio Anaya & Maria Gonzalez	Chesapeake Exploration, LLC	6/8/2011	D211147439
42-003471-000	Imelda Sigala	Chesapeake Exploration, LLC	6/29/2011	D211196733
TX0127488-000	International House of Prayer For All People	Dale Property Services, LLC	6/27/2008	D208261632
Glencrest Resources	Isabel Cabello	Glencrest Resources, Inc.	5/19/2008	D208202974
Glencrest Resources	Isaias Mora	Glencrest Resources, Inc.	8/5/2008	D208383491
TX0113072-000	Jade Jackson	Dale Property Services, LLC	3/11/2008	D208095417
TX0134189-000	Jaime & Ofelia Castillo	Dale Property Services, LLC	8/11/2008	D208361456
TX0134137-000	Jaime & Ofelia Castillo	Dale Property Services, LLC	7/2/2008	D208361455
42-003723-000	Jaime Mota & Maria Nolasco-Bravo	Chesapeake Exploration, LLC	7/13/2011	D211172385
TX0047516-000	Jaime Munoz	Paloma Barnett, LLC	2/12/2008	D208064901
TX0124915-000	James & Christine Nesky II	Dale Property Services, LLC	5/28/2008	D208212726
TX0139830-000	James Austin Jr	Dale Property Services, LLC	9/17/2009	D209200138
TX0074870-000	James Cushman	Dale Property Services, LLC	6/15/2007	D207213459
TX0045148-000	James Smith	Paloma Barnett, LLC	11/24/2007	D208032704
TX0047339-000	Janice L. DeBoard	Paloma Barnett, LLC	11/28/2007	D208062726
TX0150547-000	Jason Glen Light	Chesapeake Exploration, LLC	1/27/2011	D211034303
TX0130088-000	Javier & Eva Munoz	Dale Property Services, LLC	7/16/2008	D208287268
TX0143579-000	Javier Alvarez	Dale Property Services, LLC	3/24/2010	D210071660
TX0046830-000	Jay & Beverly Hester	Paloma Barnett, LLC	10/15/2007	D208044570
TX0093890-000	Jay & Nancy Claunch	Dale Property Services, LLC	9/27/2007	D207371076
TX0150426-000	Jay Allen Light	Chesapeake Exploration, LLC	1/20/2011	D211024637
TX0048552-000	Jay Steele	Paloma Barnett, LLC	10/25/2007	D208089289
TX0150545-000	Jennifer Leanne Hennessy	Chesapeake Exploration, LLC	1/25/2011	D211034301
TX0129285-000	Jesus & Consuelo Munoz	Dale Property Services, LLC	6/30/2008	D208283182
TX0108472-000	Jesus & Magdalena Chavez	Dale Property Services, LLC	1/19/2008	D208041912
TX0143518-000	Jesus & Maria Elizelda Munoz	Dale Property Services, LLC	3/22/2010	D210071690
TX0068889-000	Jesus & Maria Martinez	Dale Resources, LLC	11/28/2006	D207138196
TX0045566-000	Jesus & Rosa Varela	Paloma Barnett, LLC	9/18/2007	D208062696
TX0045204-000	Jesus Moreno	Paloma Barnett, LLC	12/1/2007	D208032831
TX0146704-000	Jesus Oviedo	Dale Property Services, LLC	7/31/2010	D210191884

Lease No.	Lessors	Lessee	Lease Date	Recording No.
TX0047564-000	Jesus, Sr & Maria Arellano	Paloma Barnett, LLC	1/15/2008	D208065687
42-003721-000	Jill M. Darden	Chesapeake Exploration, LLC	7/5/2011	D211168499
42-043884-000	Jo Ann Porterfield Turner	Chesapeake Exploration, LLC	12/12/2011	D211302789
TX0127447-000	Joaquin Covarrubias	Dale Property Services, LLC	6/23/2008	D208261323
TX0045430-000	Joaquin Ocequeda	Paloma Barnett, LLC	11/17/2007	D208035220
TX0048258-000	Joe & Velma Cunningham	Paloma Barnett, LLC	10/25/2007	D208074355
TX0102500-000	Joe Powell Jr	Dale Property Services, LLC	11/14/2007	D207445195
TX0097487-000	Joel & Angelina De Leon	Dale Property Services, LLC	10/26/2007	D207398246
42-045433-000	Jorge & Delia Arredondo	Chesapeake Exploration, LLC	1/6/2012	D212008585
TX0046029-001	Jorge Martinez	Paloma Barnett, LLC	10/10/2007	D208030436
Glencrest Resources	Jorge Prez & Lourdes Terrero	Glencrest Resources, Inc.	6/21/2008	D208398898
TX0123980-000	Jose & Adriana Guardado	Dale Property Services, LLC	5/24/2008	D208212457
TX0044813-000	Jose & Alicia Rodriguez	Paloma Barnett, LLC	11/15/2007	D208031435
TX0043480-000	Jose & Bertha Gonzalez	Paloma Barnett, LLC	10/10/2007	D208012570
TX0139351-000	Jose & Bertha Gonzalez	Dale Property Services, LLC	6/13/2009	D209164371
TX0048300-000	Jose & Constanza Murquia	Paloma Barnett, LLC	12/17/2007	D208075669
TX0480116-000	Jose & Flora Rodriguez	Paloma Barnett, LLC	1/29/2008	D208086411
TX0127739-000	Jose & Guadalupe Villalpando	Dale Property Services, LLC	6/19/2008	D208262437
TX0044857-000	Jose & Laura P. Caro Garcia	Paloma Barnett, LLC	11/23/2007	D208031583
TX0126649-000	Jose & Maria Martinez	Dale Property Services, LLC	6/12/2008	D208248524
TX0044584-000	Jose & Maria Montes	Paloma Barnett, LLC	10/20/2007	D208030453
TX0126503-000	Jose & Maria Munoz	Dale Property Services, LLC	6/1/2008	D208246423
TX0102512-000	Jose & Martha Romero	Dale Property Services, LLC	11/28/2007	D207441152
TX0086226-000	Jose & Martha Romero	Dale Property Services, LLC	8/22/2007	D207307169
TX0148656-000	Jose & Rebecca Romero	Chesapeake Exploration, LLC	10/27/2010	D210272379
TX0045567-000	Jose & Rebecca Soria	Paloma Barnett, LLC	9/15/2007	D208062694
TX0123887-000	Jose & Ventura Flores	Dale Property Services, LLC	5/27/2008	D208212936
TX0143929-000	Jose & Yolanda Lule	Dale Property Services, LLC	4/8/2010	D210085723
TX0149456-000	Jose Acevedo	Chesapeake Exploration, LLC	12/6/2010	D210305056
TX0108618-000	Jose Amrin & Auaora Valdez	Dale Property Services, LLC	1/26/2008	D208043595
TX0125885-000	Jose Barrios	Dale Property Services, LLC	5/27/2008	D208232021
TX0103724-000	Jose Becerra & Laura Herrera	Dale Property Services, LLC	12/17/2007	D207458761
TX0047896-000	Jose Camacho	Paloma Barnett, LLC	12/20/2007	D208067615
TX0042819-000	Jose Castro	Paloma Barnett, LLC	8/27/2007	D207447686
42-003893-000	Jose D. Jaquez	Chesapeake Exploration, LLC	7/13/2011	D211187219
TX0047121-000	Jose Gonzalez	Paloma Barnett, LLC	11/2/2007	D208060117
TX0141056-000	Jose Juan & Gabriela Cabrera	Dale Property Services, LLC	10/9/2009	D209278100
TX0114153-000	Jose Martinez	Dale Property Services, LLC	3/8/2008	D208112237
TX0425400-000	Jose Perez & Maria Tercero	Chesapeake Exploration, LLC	3/17/2011	D211082366

Lease No.	Lessor	Lessee	Lease Date	Recording No.
42-042660-000	Jose Romero	Chesapeake Exploration, LLC	11/19/2011	D211303733
TX0140241-000	Jose Villalpando	Dale Property Services, LLC	8/19/2009	D209228619
TX0109299-000	Josefa Flores	Dale Property Services, LLC	2/8/2008	D208051600
TX0143900-000	Josefina Carrasco	Dale Property Services, LLC	4/6/2010	D210084076
TX0143770-000	Josefina Carrasco	Dale Property Services, LLC	3/29/2010	D210078479
TX0480136-000	Juan & Alicia Alvarado	Paloma Barnett, LLC	2/29/2008	D208091975
TX0121199-000	Juan & Alma Garcia	Dale Property Services, LLC	5/5/2008	D208184442
TX0121197-000	Juan & Alma Garcia	Dale Property Services, LLC	5/5/2008	D208184441
TX0139144-000	Juan & Constatnce Ortiz	Dale Property Services, LLC	6/2/2009	D209154009
TX0133376-000	Juan & Lucia Olmos	Dale Property Services, LLC	6/20/2008	D208345869
TX0139234-000	Juan & Samantha De Leon	Dale Property Services, LLC	6/9/2009	D209159311
TX0109870-000	Juan & Soledad Valdez	Dale Property Services, LLC	2/18/2008	D208058440
TX0124286-000	Juan Duran	Dale Property Services, LLC	5/22/2008	D208211896
TX0045035-000	Juan Quintero	Paloma Barnett, LLC	12/8/2007	D208032175
TX0131964-000	Juan Ramirez	Dale Property Services, LLC	8/9/2008	D208318416
TX0137564-000	Juana Herrera	Dale Property Services, LLC	2/26/2009	D209059449
42-004905-000	Juanita Woods	Chesapeake Exploration, LLC	8/18/2011	D211212483
42-042471-002	Julia Shed	Chesapeake Exploration, LLC	11/17/2011	D211287025
TX0047136-000	Julian Vidales	Paloma Barnett, LLC	11/1/2007	D208060640
TX0145020-000	Kenneth Graham	Dale Property Services, LLC	5/18/2010	D210123656
TX0048480-000	Keyre C. Willy & Norma A. Cuevas	Paloma Barnett, LLC	12/11/2007	D208085615
42-002952-000	Kosel Investments Inc.	Chesapeake Exploration, LLC	7/12/2011	D211172393
TX0045372-000	L. Paul Meadows	Paloma Barnett, LLC	11/14/2007	D208034111
42-044188-000	L.L. Atkins Family LP	Chesapeake Exploration, LLC	12/9/2011	D211301780
TX0127803-000	Larry Griggs	Dale Property Services, LLC	7/2/2008	D208258086
42-042471-004	LaShunda Carter	Chesapeake Exploration, LLC	11/17/2011	D211287022
TX0146841-000	Laura & Troy C. Kunkel	Dale Property Services, LLC	8/11/2010	D210198130
TX0146840-000	Laura & Troy C. Kunkel	Dale Property Services, LLC	8/11/2010	D210198129
TX0077619-000	Laverne Blanton	Dale Property Services, LLC	7/6/2007	D207240283
TX0140327-000	Lawrence Gutierrez	Dale Property Services, LLC	8/26/2009	D209233706
TX0150422-000	Lawrence Light	Chesapeake Exploration, LLC	1/20/2011	D211024614
TX0148166-000	Lawrence Triplett	Chesapeake Exploration, LLC	10/7/2010	D210255136
TX0140857-000	Lee Porter	Dale Property Services, LLC	9/30/2009	D209265862
TX0117283-000	Leon Harris	Dale Property Services, LLC	4/10/2008	D208150366
42-004006-000	Leonard B. Reed Jr	Chesapeake Exploration, LLC	8/9/2011	D211204341
TX0047037-000	Leroy & Joyce York	Paloma Barnett, LLC	10/31/2007	D208112452
TX0045280-000	Leticia Sandoval	Paloma Barnett, LLC	12/7/2007	D208033252
42-046429-000	LHF Properties LLC	Chesapeake Exploration, LLC	12/28/2011	D212017214
TX0140878-000	Location Properties LTD	Dale Property Services, LLC	9/30/2009	D209265147

Lease No.	Lessor	Lessee	Lease Date	Recording No.
TX0140944-000	Location Properties LTD	Dale Property Services, LLC	9/30/2009	D209268290
TX0140873-000	Location Properties LTD	Dale Property Services, LLC	9/30/2009	D209265142
TX0140874-000	Location Properties LTD	Dale Property Services, LLC	9/30/2009	D209265143
TX0140876-000	Location Properties LTD	Dale Property Services, LLC	9/30/2009	D209265145
42-001611-002	Lori K. McDaniel	Chesapeake Exploration, LLC	6/1/2011	D211152304
TX0140384-000	Louis & Maria A. Ruiz	Dale Property Services, LLC	11/26/2007	D208027535
TX0129442-000	Louree Foretich	Dale Property Services, LLC	7/11/2008	D208282678
Glencrest Resources	Louvenia Holmes	Glencrest Resources, Inc.	6/18/2008	D208326478
TX0139147-000	Luis & Gloria Parga	Dale Property Services, LLC	6/2/2009	D209154012
TX0123935-000	Luis Amaro	Dale Property Services, LLC	5/27/2008	D208212452
TX0045610-000	Luis Avelar	Paloma Barnett, LLC	8/21/2007	D208069322
TX0094544-000	Lynnwood & Barbara Morgan	Dale Property Services, LLC	9/30/2007	D207375221
TX0139233-000	Mae Griffin	Dale Property Services, LLC	6/8/2009	D209159310
TX0139347-000	Mandy Reyes	Dale Property Services, LLC	6/13/2009	D209164367
TX0044598-000	Manuel & Olivia Andrade	Paloma Barnett, LLC	10/13/2007	D208030701
TX0047445-000	Manuel & Trine Rocha	Paloma Barnett, LLC	1/3/2008	D208064073
42-046109-000	Manuel M Rodriguez & Jose M.M. Perez	Chesapeake Exploration, LLC	1/10/2012	D212015656
TX0143620-000	Manuel Soto	Dale Property Services, LLC	3/22/2010	D210070603
TX0047542-000	Maranatha Bible Fellowship Church	Paloma Barnett, LLC	1/16/2008	D208065469
TX0044576-000	Marcelino Pompa	Paloma Barnett, LLC	11/27/2007	D208030440
TX0104911-000	Marco Varela	Dale Property Services, LLC	10/26/2007	D207401758
TX0045339-000	Marcos Campos	Paloma Barnett, LLC	11/27/2007	D208033587
TX0044222-000	Maria Garcia	Paloma Barnett, LLC	9/26/2007	D208028502
TX0044604-000	Maria Moreno	Paloma Barnett, LLC	12/7/2007	D208030707
TX0144409-000	Maria Munoz	Dale Property Services, LLC	4/23/2010	D210099242
TX0048209-000	Maria Preciado	Paloma Barnett, LLC	10/4/2007	D208073717
TX0047677-000	Maria Ramos	Paloma Barnett, LLC	12/6/2007	D208065982
TX0101565-000	Maria Rodarte	Dale Property Services, LLC	11/14/2007	D207431550
TX0048265-000	Mario & Mirta Diaz	Paloma Barnett, LLC	2/14/2008	D208074373
TX0048727-000	Mario Ramias & Maria Tovar	Paloma Barnett, LLC	12/11/2007	D208094268
42-008555-000	Marisela O. Munos	Chesapeake Exploration, LLC	9/28/2011	D211252049
TX0094646-000	Mark Johnson	Dale Property Services, LLC	10/13/2007	D207373169
TX0094643-000	Mark Johnson	Dale Property Services, LLC	10/13/2007	D207373170
TX0139767-000	Marquise Crockett	Dale Property Services, LLC	7/9/2009	D209193765
TX0044223-000	Martin & Juana Ibarra	Paloma Barnett, LLC	10/18/2007	D208028503
TX0048040-000	Martin & Marina Munoz	Paloma Barnett, LLC	11/8/2007	D208071682
TX0043042-000	Martin Munoz	Paloma Barnett, LLC	9/12/2007	D208057111
TX0043043-000	Martin Munoz & Benjamin Munoz	Paloma Barnett, LLC	9/13/2007	D207449152
TX0043528-000	Mary Loza	Paloma Barnett, LLC	10/25/2007	D208015417

Lease No.	Lessor	Lessee	Lease Date	Recording No.
42-042443-000	Maximiliano & Minelia Martinez	Chesapeake Exploration, LLC	11/1/2011	D211287026
TX0123945-000	Metro Buys Homes, LLC	Dale Property Services, LLC	5/29/2008	D208213636
TX0115974-000	Metro Buys Homes, LLC	Dale Property Services, LLC	4/8/2008	D208135275
TX0048089-000	Michael Phillips	Paloma Barnett, LLC	12/6/2007	D208072322
TX0045438-000	Michael Russell	Paloma Barnett, LLC	10/23/2007	D208035320
TX0047195-000	Miguel Castro	Paloma Barnett, LLC	12/7/2007	D208061752
TX0047497-000	Miguel Leyva	Paloma Barnett, LLC	1/4/2008	D208064807
TX0065530-000	Miguel Leyva	Dale Property Services, LLC	3/9/2007	D207102012
TX0048692-000	Mohammad Rahman	Paloma Barnett, LLC	11/26/2007	D208093008
TX0044573-000	Monica Renteria	Paloma Barnett, LLC	10/15/2007	D208030437
TX0048499-000	Murtaza Natalwalla	Paloma Barnett, LLC	1/10/2008	D208086032
TX0140775-000	Nancy McGoodwin	Dale Property Services, LLC	9/25/2009	D209262414
TX0049295-001	Natalie King Bono	Paloma Barnett, LLC	10/3/2007	D208065972
TX0123985-000	Neville & Danna Luter	Dale Property Services, LLC	5/30/2008	D208212460
42-005854-000	New York Bankers	Chesapeake Exploration, LLC	9/1/2011	D211223993
TX0044837-000	Ngoc Dinh Bui & Ngocanh T. Tran	Paloma Barnett, LLC	9/28/2007	D208031562
TX0048495-000	Nicole Garcia	Paloma Barnett, LLC	1/26/2008	D208086028
42-003898-000	Norwood Resources Inc	Chesapeake Exploration, LLC	8/8/2011	D211199335
TX0149030-000	Npot Partners I LP	Chesapeake Exploration, LLC	11/15/2010	D210285667
TX0420496-000	Olga Rodriguez	Chesapeake Exploration, LLC	2/21/2011	D211050382
TX0125715-000	Oliverio Duran & Sandra Aguirre	Dale Property Services, LLC	6/10/2008	D208233367
TX0125102-000	Omae Murray	Dale Property Services, LLC	5/29/2008	D208228499
42-003678-000	Orlene Robinson	Chesapeake Exploration, LLC	6/22/2011	D211187221
TX0142538-000	Otto & Martha Lopez	Dale Property Services, LLC	1/26/2010	D210031590
TX0141804-000	Patricia Galvez	Dale Property Services, LLC	12/4/2009	D209325678
TX0046751-000	Patricia Montes	Paloma Barnett, LLC	11/27/2007	D208035410
TX0125759-000	Paul & Debra Oliver	Dale Property Services, LLC	6/2/2008	D208236890
TX0139398-000	Paulette Crossley	Dale Property Services, LLC	6/19/2009	D209167147
TX0044583-000	Pedro & Enedina Flores	Paloma Barnett, LLC	10/12/2007	D208030452
TX0139346-000	Pedro & Maira I. Soto	Dale Property Services, LLC	6/15/2009	D209164366
TX0141666-000	Pedro & Ofelia Ledesma	Dale Property Services, LLC	11/23/2009	D209315584
TX0141667-000	Pedro & Ofelia Ledesma	Dale Property Services, LLC	11/23/2009	D209315585
TX0125240-000	Pedro Arellano	Dale Property Services, LLC	5/6/2008	D208175166
TX0048213-000	Pedro Renteria	Paloma Barnett, LLC	10/11/2007	D208073721
TX0133611-000	Pedro, Dolores, & Lizeth Martinez	Dale Property Services, LLC	8/22/2008	D208349551
TX0145274-000	Petra Lopez	Dale Property Services, LLC	4/16/2010	D210123472
TX0140323-000	Philip Bonham	Dale Property Services, LLC	8/26/2009	D209233701
TX0140322-000	Philip Bonham	Dale Property Services, LLC	8/26/2009	D209233700
TX0140321-000	Philip Bonham	Dale Property Services, LLC	8/26/2009	D209233699

Lease No.	Lessor	Lessee	Lease Date	Recording No.
TX0126927-000	Pools Land Mart Inc	Dale Property Services, LLC	5/27/2008	D208247926
TX0127486-000	R.L. Harper	Dale Property Services, LLC	6/28/2008	D208261630
TX0042821-000	Ramon P. & Juana D. Chavez	Paloma Barnett, LLC	8/22/2007	D207447688
TX0078765-000	Raul & Juana Ramirez	Dale Property Services, LLC	7/11/2007	D207253574
TX0123991-000	Raul Armenta	Dale Property Services, LLC	5/28/2008	D208212464
42-006087-000	Raul Garcia	Chesapeake Exploration, LLC	9/2/2011	D211227963
42-006088-000	Raul Garcia	Chesapeake Exploration, LLC	9/2/2011	D211227962
Glencrest Resources	Raul Moreno	Glencrest Resources, Inc.	6/14/2008	D208383509
TX0045341-000	Raymond Hodges II	Paloma Barnett, LLC	11/26/2007	D208033590
TX0109277-000	Rigoberto & Blanca Estella Briseno	Dale Property Services, LLC	2/5/2008	D208051718
TX0129322-000	Rigoberto Duran	Dale Property Services, LLC	7/3/2008	D208283200
TX0143577-000	Robert & Linnie McDaniel	Dale Property Services, LLC	3/24/2010	D210071659
TX0108641-000	Robert & Sandra See	Dale Property Services, LLC	2/4/2008	D208043833
TX0048292-000	Rodolfo & Maria Avila	Paloma Barnett, LLC	12/26/2007	D208075557
TX0044066-000	Rodolfo Preciado	Paloma Barnett, LLC	10/13/2007	D208028147
TX0044585-000	Rodolfo Preciado	Paloma Barnett, LLC	10/4/2007	D208030454
TX0070822-000	Rodolfo Rodriguez	Dale Property Services, LLC	4/17/2007	D207160311
TX0043487-000	Rodrigo Rivas & M.F. Redondo	Paloma Barnett, LLC	11/9/2007	D208012577
TX0108886-000	Rogelio & Julia Mascorro	Dale Property Services, LLC	1/27/2008	D208045149
TX0140092-000	Roger Flores & Lilia de la Cruz	Dale Property Services, LLC	8/5/2009	D209215114
TX0513720-000	Ronald Olman	Paloma Barnett, LLC	12/6/2007	D208065465
TX0147031-000	Rosa Brown	Dale Property Services, LLC	8/18/2010	D210203991
42-001629-000	Rosedale Land Holdings LLC	Chesapeake Exploration, LLC	4/4/2011	D211083025
42-001883-000	Rosedale Land Holdings LLC	Chesapeake Exploration, LLC	4/4/2011	D211083022
42-001877-000	Rosedale Land Holdings LLC	Chesapeake Exploration, LLC	4/4/2011	D211083021
42-001435-000	Rosedale Land Holdings LLC	Chesapeake Exploration, LLC	4/4/2011	D211083026
42-001880-000	Rosedale Land Holdings LLC	Chesapeake Exploration, LLC	4/4/2011	D211082371
42-001631-000	Rosedale Land Holdings LLC	Chesapeake Exploration, LLC	4/4/2011	D211082370
42-047329-000	Rosendo & Maria Garcia	Chesapeake Exploration, LLC	1/30/2012	D212030481
TX0140804-000	Rosendo & Maria Martinez	Dale Property Services, LLC	9/25/2009	D209262082
TX0140674-000	Rox-Ex Exterminating Company Inc	Dale Property Services, LLC	9/3/2009	D209255980
TX0127247-000	Ruben & Taurina Ruiz	Dale Property Services, LLC	3/22/2008	D208237199
TX0046965-000	Rufus & Benina Luna	Paloma Barnett, LLC	11/27/2007	D208052942
Glencrest Resources	Ruth O'Dear	Glencrest Resources, Inc.	6/7/2008	D208259745
TX0083081-000	S.R. Davidson Family LP	Dale Property Services, LLC	7/17/2007	D207291698
42-003489-000	S.R. Davidson Family LP	Chesapeake Exploration, LLC	7/26/2011	D211191557
42-003522-000	S.R. Davidson Family LP	Chesapeake Exploration, LLC	7/25/2011	D211191560
42-043772-000	S.R. Davidson Family LP	Chesapeake Exploration, LLC	12/8/2011	D211306346
TX0044581-000	Salvador & Cristina Huerta	Paloma Barnett, LLC	10/6/2007	D208030450

Lease No.	Lessor	Lessee	Lease Date	Recording No.
TX0044571-000	Salvador & Ofelia Serrano	Paloma Barnett, LLC	10/12/2007	D208030434
Glencrest Resources	Samuel Perez	Glencrest Resources, Inc.	5/17/2008	D208238424
TX0046692-000	Sandra Moreno	Paloma Barnett, LLC	11/27/2007	D208035591
TX0140639-000	Sandra Sykes	Dale Property Services, LLC	9/16/2009	D209253425
TX0047638-000	Santos & Maria Rojas	Paloma Barnett, LLC	10/25/2007	D208065922
42-003397-000	Santos V. Garza	Chesapeake Exploration, LLC	4/14/2011	D211105698
TX0139760-000	Sarah Trimble	Dale Property Services, LLC	7/1/2009	D209193758
42-007532-000	Scott & Kathy Bandy	Chesapeake Exploration, LLC	8/24/2011	D211243446
Quicksilver	Scott R. Davidson	Quicksilver Resources Inc	1/6/2011	D211024560
Quicksilver	Scott R. Davidson	Quicksilver Resources Inc	1/6/2011	D211024560
TX0139849-000	Senen Lopez	Dale Property Services, LLC	7/21/2009	D209200157
TX0041920-000	Serafin & Raquel Olmos	Paloma Barnett, LLC	10/6/2007	D207434871
42-001212-000	Shadrach M. Rodriguez	Chesapeake Exploration, LLC	6/8/2011	D211147441
TX0048370-000	Shahnaz Chowdhury	Paloma Barnett, LLC	11/26/2007	D208080066
42-001611-003	Sherri Lynn Morales	Chesapeake Exploration, LLC	6/1/2011	D211164260
TX0125108-000	Silvia Martinez	Dale Property Services, LLC	6/2/2008	D208228503
TX0124910-000	Simon Castillo	Dale Property Services, LLC	5/27/2008	D208212724
TX0106926-000	Socorro Campos	Dale Property Services, LLC	1/14/2008	D208021533
TX0151887-000	Southwestern Bell Telephone Company	Chesapeake Exploration, LLC	1/19/2011	D211074359
TX0143798-000	Stanley Martinez	Dale Property Services, LLC	3/29/2010	D210081166
42-006521-000	Statewide Capital Financial Services LLC	Chesapeake Exploration, LLC	8/31/2011	D211230011
TX0086136-000	Stella Creear	Dale Property Services, LLC	8/2/2007	D207307189
TX0126637-000	Stella Mae & Dolanda M. Barker	Dale Property Services, LLC	6/13/2008	D208247500
TX0117396-000	Stephanie Wilson	Dale Property Services, LLC	4/23/2008	D208152168
TX0123911-000	Susana Hernandez	Dale Property Services, LLC	5/28/2008	D208212945
TX0141671-000	Tammy Minch	Dale Property Services, LLC	11/24/2009	D209315589
42-043767-000	Teresa Morris	Chesapeake Exploration, LLC	12/8/2011	D211312670
42-043759-000	Teresa Morris	Chesapeake Exploration, LLC	12/8/2011	D211312674
42-043758-000	Teresa Morris	Chesapeake Exploration, LLC	12/8/2011	D212004082
42-045044-000	Teresa Morris	Chesapeake Exploration, LLC	12/8/2011	D211312048
42-043763-000	Teresa Morris	Chesapeake Exploration, LLC	12/8/2011	D211312671
42-043765-000	Teresa Morris	Chesapeake Exploration, LLC	12/8/2011	D211312672
42-045042-000	Teresa Morris	Chesapeake Exploration, LLC	12/8/2011	D211312675
42-043762-000	Teresa Morris	Chesapeake Exploration, LLC	12/8/2011	D211312673
42-043766-000	Teresa Morris	Chesapeake Exploration, LLC	12/8/2011	D212017215
TX0141229-000	Tim Mobley	Dale Property Services, LLC	10/9/2009	D209285968
TX0041910-000	TLP Properties LLC	Paloma Barnett, LLC	9/24/2007	D207434744
42-002185-000	Tom & Debra Verace	Chesapeake Exploration, LLC	5/17/2011	D211141804
TX0135756-000	Tom Wittrock	Dale Property Services, LLC	9/15/2008	D208450851

Lease No.	Lessor	Lessee	Lease Date	Recording No.
TX0048610-000	Tom Wittrock	Paloma Barnett, LLC	1/10/2008	D208090774
TX0138934-000	Tomas & Maria T. Sanchez	Dale Property Services, LLC	5/18/2009	D209138848
TX0074540-000	Tommie Bonner	Dale Property Services, LLC	6/5/2007	D207206857
TX0094015-000	Toro Investments LLC	Dale Property Services, LLC	8/23/2007	D207368140
42-001137-000	TSC Poly Retail, LLC	Chesapeake Exploration, LLC	4/4/2011	D211082369
TX0123992-000	United Land Holdings LTD	Dale Property Services, LLC	5/27/2008	D208212465
TX0125824-000	United Land Holdings LTD	Dale Property Services, LLC	6/2/2008	D208231897
42-002643-000	Valerie Arnold	Chesapeake Exploration, LLC	6/16/2011	D211152301
Glencrest Resources	Venustiano Madrigal	Glencrest Resources, Inc.	6/9/2008	D208282463
TX0143441-000	Verlan Conkle	Dale Property Services, LLC	3/2/2010	D210064303
42-049560-000	Veronica Sutton	Chesapeake Exploration, LLC	3/27/2012	D212075700
TX0104554-000	Vincent & Sheila Walker	Dale Property Services, LLC	12/18/2007	D207456829
TX0095384-000	Virginia Sanders	Dale Property Services, LLC	10/19/2007	D207380933
TX0480716-001	Vivian Hodges	Paloma Barnett, LLC	11/26/2007	D208033591
TX0133615-000	Volunteers of America Texas Inc.	Dale Property Services, LLC	8/22/2008	D208349555
TX0133956-000	Volunteers of America Texas Inc.	Dale Property Services, LLC	8/22/2008	D208354267
TX0127802-000	Wanda Gifford	Dale Property Services, LLC	7/2/2008	D208258085
TX0042388-000	Wanda Jackson Irrevocable Trust	Paloma Barnett, LLC	10/3/2007	D207441844
TX0147477-000	Wayne's Grocery Corporation	Chesapeake Exploration, LLC	8/30/2010	D210222598
TX0147465-000	Wayne's Grocery Corporation	Chesapeake Exploration, LLC	8/30/2010	D210222589
TX0078539-000	Willard Williams	Dale Property Services, LLC	7/6/2007	D207251994
TX0129546-000	William Benjamin	Dale Property Services, LLC	7/3/2008	D208282761
42-003518-001	Windam A. Bolton	Chesapeake Exploration, LLC	7/26/2011	D211191561
Glencrest Resources	Xavier Rodriguez	Glencrest Resources, Inc.	6/28/2008	D208303181
Glencrest Resources	Xavier Rodriguez	Glencrest Resources, Inc.	6/28/2008	D208303179
TX0045142-000	Yolanda Martinez	Paloma Barnett, LLC	10/27/2007	D208032694
TX0125365-000	Zakeya Rasheed	Dale Property Services, LLC	3/22/2008	D208182666
TX0117519-000	Zane Gray	Dale Property Services, LLC	4/12/2008	D208141609
TX0044572-000	Zenobia Drew	Paloma Barnett, LLC	10/30/2007	D208030435
END OF EXHIBIT "A"				

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**SUBLETT UNIT**

Being 133.568 acres of land located in the McKinney & Williams Survey, Abstract No. 1112, the John Ringer Survey, Abstract No. 1286, the J. W. Sublett Survey, Abstract No. 1409 and the John Vanriper Survey, Abstract No. 1590, Tarrant County, Texas. Said 133.568 acres of land being more particularly described as follows:

BEGINNING at a point lying in the apparent centerline of East Rosedale Avenue, said point being an interior ell corner of Chesapeake Operating, Inc., Maddox-Badger Unit and said point being the northwest corner of Chesapeake Operating, Inc., Sublett Unit;

THENCE N89°57'22"E, along said East Rosedale centerline, at 65.90 feet passing the southwest corner of Chesapeake Operating, Inc., Barney Robinson Unit, in all a distance of 1,256.49 feet to a point at the apparent centerline intersection of Thrall Street and said East Rosedale Avenue, said point being the southeast corner of said Barney Robinson Unit;

THENCE N00°11'47"W, along the east line of said Barney Robinson Unit and said Thrall Street centerline, a distance of 324.07 feet to a point at the apparent centerline intersection of Nashville Avenue and said Thrall Street;

THENCE S35°56'55"E, along said Nashville Avenue centerline, a distance of 401.76 feet to a point at the apparent centerline intersection of said East Rosedale Avenue and Nashville Avenue;

THENCE S89°53'02"E, along said East Rosedale centerline, a distance of 117.73 feet to a point at the apparent centerline intersection of Binkley Street and said East Rosedale Avenue;

THENCE N00°13'20"E, along said Binkley Street, a distance of 106.05 feet to a point;

THENCE S89°46'40"E, at 25.00 feet passing the northwest corner of a tract of land described in the deed to Mid-Western Development & Realty, Co., recorded in Volume 15163, Page 518, Deed Records, Tarrant County, Texas, in all a distance of 125.00 feet to a point at the northeast corner of said Mid-Western Development tract, said point lying in the west line of Lot 9, Block 16, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 63, Page 109, Plat Records, Tarrant County, Texas;

THENCE N00°13'20"E, along said Lot 9 west line, a distance of 49.00 feet to a point at the northwest corner of said Lot 9;

THENCE S89°46'40"E, along the north line of said Lot 9, a distance of 150.00 feet to a point at the northeast corner of Lot 11, of said Block 16;

THENCE S00°13'20"W, along the east line of said Lot 11, a distance of 154.54 feet to a point lying in said East Rosedale Avenue centerline;

THENCE S89°53'02"E, along said East Rosedale Avenue centerline, a distance of 311.17 feet to a point;

THENCE S00°07'54"W, at 29.90 feet passing the northwest corner of Lot 1R, Block 28, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 6540, Plat Records, Tarrant County, Texas, in all a distance of 162.90 feet to a point at an interior ell corner of said Lot 1R, said point lying in the apparent centerline of an alley located in said Block 28;

THENCE N89°52'06"W, along said alley centerline, a distance of 50.00 feet to a point;

THENCE S00°07'54"W, at 8.00 feet passing the most northerly southwest corner of said Lot 1R, at 133.00 feet passing the southwest corner of said Lot 1R, in all a distance of 163.00 feet to a point lying in the apparent centerline of Avenue G;

THENCE S89°52'06"E, along said Avenue G centerline, a distance of 150.00 feet to a point;

THENCE S00°07'54"W, at 30.00 feet passing the northeast corner of Lot 3, Block 41, of said Polytechnic Heights recorded in said Volume 63, at 155.00 feet passing the southeast corner of said Lot 3, in all a distance of 163.00 feet to a point lying in the apparent centerline of an alley located in said Block 41;

THENCE S89°52'06"E, along said alley centerline, a distance of 135.00 feet to a point at the apparent centerline intersection of Vaughn Street and said alley;

THENCE N00°07'54"E, along said Vaughn Street centerline, a distance of 163.00 feet to a point at the apparent centerline intersection of said Avenue G and Vaughn Street;

THENCE S89°52'06"E, along said Avenue G centerline, a distance of 465.00 feet to a point at the apparent centerline intersection of Collard Street and said Avenue G;

THENCE N00°08'12"E, along said Collard Street centerline, a distance of 326.00 feet to a point at the apparent centerline intersection of said Collard and East Rosedale Street's;

THENCE S89°52'06"E, along said East Rosedale Street centerline, a distance of 454.97 feet to a point at the apparent centerline intersection of Bishop Street and said East Rosedale Street, said point being the northeast corner of said Sublett Unit;

THENCE S00°07'54"W, along said Bishop Street centerline, a distance of 2,608.00 feet to a point at the apparent centerline intersection of Avenue N and said Bishop Street, said point being the southeast corner of said Sublett Unit;

THENCE N89°52'06"W, along said Avenue N centerline, a distance of 455.20 feet to a point at the apparent centerline intersection of said Collard Street and Avenue N;

THENCE N00°08'12"E, along said Collard Street centerline, a distance of 163.00 feet to a point at the apparent centerline intersection of an alley located in Block 122, of said Polytechnic Heights and said Collard Street;

THENCE N89°52'06"W, along said alley centerline, a distance of 179.81 feet to a point;

THENCE N00°07'54"E, at 8.00 feet passing the southwest corner of Lot 3, of said Block 122, at 133.00 feet passing the northwest corner of said Lot 3, in all a distance of 163.00 feet to a point lying in the apparent centerline of Avenue M;

THENCE N89°52'06"W, along said Avenue M centerline, a distance of 285.00 feet to a point at the apparent centerline intersection of said Vaughn Street and Avenue M;

THENCE N00°07'54"E, along said Vaughn Street centerline, a distance of 163.00 feet to a point at the apparent centerline intersection of an alley located in Block 109, of said Polytechnic Heights, and said Vaughn Street;

THENCE N89°52'06"W, along said alley centerline, a distance of 235.00 feet to a point;

THENCE N00°07'54"E, at 8.00 feet passing the southwest corner of Lot 4, of said Block 109, at 133.00 feet passing the northwest corner of said Lot 4, in all a distance of 163.00 feet to a point lying in the apparent centerline of Avenue L;

THENCE N89°52'06"W, along said Avenue L centerline, a distance of 230.00 feet to a point at the apparent centerline intersection of Wesleyan Avenue and said Avenue L;

THENCE N00°07'54"E, along said Wesleyan Avenue centerline, a distance of 163.00 feet to a point at the apparent centerline intersection of an alley located in Block 95, of said Polytechnic Heights, and said Wesleyan Avenue;

THENCE N89°52'06"W, along said alley centerline, a distance of 280.00 feet to a point;

THENCE N00°07'54"E, at 8.00 feet passing the southwest corner of Lot 5, of said Block 95, at 133.00 feet passing the northwest corner of said Lot 5, in all a distance of 163.00 feet to a point lying in the apparent centerline of Avenue K;

THENCE N89°52'06"W, along said Avenue K centerline, at 75.00 feet passing the apparent centerline of said Binkley Street, in all a distance of 200.00 feet to a point;

THENCE N00°07'54"E, at 30.00 feet passing the southwest corner of Lot 11, Block 85, of said Polytechnic Heights, at 155.00 feet passing the northwest corner of said Lot 11, in all a distance of 163.00 feet to a point lying in the apparent centerline of an alley located in said Block 85;

THENCE N89°52'06"W, along said alley centerline, a distance of 100.00 feet to a point;

THENCE N00°07'54"E, at 8.00 feet passing the southwest corner of Lot 4, of said Block 85, at 133.00 feet passing the northwest corner of said Lot 4, in all a distance of 163.00 feet to a point lying in the apparent centerline of Avenue J;

-THENCE N89°52'06"W, along said Avenue J centerline, a distance of 1,382.46 feet to a point at the apparent centerline intersection of Conner Avenue and said Avenue J, said point lying in the east line of said Maddox-Badger Unit and being the southwest corner of said Sublett Unit;

THENCE N00°00'50"E, along said Conner Avenue centerline and said Maddox-Badger east line, a distance of 1,300.49 feet to the point of beginning, containing 133.568 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

END OF EXHIBIT "B"

Record & Return To:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154

**Electronically Recorded**

Official Public Records

*Mary Louise Garcia*

Mary Louise Garcia

Tarrant County Texas

2/14/2013 11:19 AM

**D213038779**

PGS 5 \$32.00

Submitter: SIMPLIFILE



CHESAPEAKE OPERATING, INC  
ATTN: RECORDING TEAM  
P.O. BOX 18496  
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

---

**MARY LOUISE GARCIA  
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**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

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.

Electronically Recorded

Tarrant County Texas

Official Public Records

12/3/2012 2:10 PM

D212295068

*Mary Louise Garcia*

PGS 4 \$28.00

Submitter: SIMPLIFILE

Mary Louise Garcia

**CORRECTED**  
**DECLARATION OF POOLED UNIT**  
**SUBLETT UNIT**

Electronically Recorded  
Chesapeake Operating, Inc.

STATE OF TEXAS )

) KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT )

**L0645725**

Reference is made to that certain Declaration of Pooled Unit for the Sublett Unit, recorded June 19, 2012, as D212146426, Official Public Records of Tarrant County, Texas. Said Declaration is incorporated herein for all purposes.

**RECITALS**

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Sublett Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – Sublett Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 19th day of June, 2012.

**Chesapeake Exploration, L.L.C.**  
an Oklahoma limited liability company

\_\_\_\_\_  
Henry J. Hood,  
Senior Vice President - Land

*see  
com Deeds*

**Jamestown Resources, L.L.C**  
An Oklahoma limited liability company

\_\_\_\_\_  
Scott R. Mueller, Chief Financial Officer

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

\_\_\_\_\_  
Fabien Colmet Daage, Vice President  
Business Development and Strategy

**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA )  
                                  ) §  
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 16<sup>th</sup> day of November, 2012, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.



\_\_\_\_\_  
Notary Public of the State of Oklahoma

STATE OF OKLAHOMA )  
                                  ) §  
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 4<sup>th</sup> day of January, 2012, by Scott R. Mueller, Chief Financial Officer of **Jamestown Resources, L.L.C.**, an Oklahoma limited liability company.

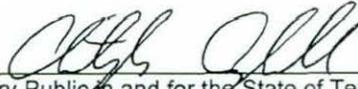


\_\_\_\_\_  
Notary Public of the State of Oklahoma

STATE OF TEXAS        )  
                                  )       §  
COUNTY OF HARRIS    )

This instrument was acknowledged before me on this 8 day of February, 2012, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

**Record & Return To:**  
**Chesapeake Operating, Inc.**  
P.O. Box 18496  
Oklahoma City, OK 73154

  
\_\_\_\_\_  
Notary Public in and for the State of Texas

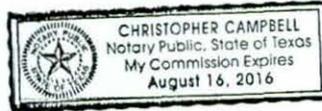


EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Sublett Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Sublett Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit for the Sublett Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0082578-000	STELLA MAE CREEAR, F/K/A STELLA MAE BARKER AND DOLANDA M. BARKER	DALE PROPERTY SERVICES, LLC	8/2/2007	D207283811
TX0047589-000	JAVIER C. ROMERO	PALOMA BARNETT, LLC	9/6/2007	D208065713
TX0044025-000	MIGUEL GUERRERO AND WIFE ELVIRA ALVAREZ	PALOMA BARNETT, LLC	9/17/2007	D208028085
TX0044847-000	BART L. GUTIERREZ	PALOMA BARNETT, LLC	11/15/2007	D208031572
TX0048039-000	MARTIN MUNOZ	PALOMA BARNETT, LLC	11/16/2007	D208071681
TX0044577-000	ANTONIO AVELAR	PALOMA BARNETT, LLC	11/28/2007	D208030441
TX0048563-000	ANTONIO AGUILAR	PALOMA BARNETT, LLC	12/18/2007	D208089697
42-051081-000	EVA VALDEZ	CHESAPEAKE EXPLORATION, LLC	12/21/2011	D212043984
42-051090-000	EVA VALDEZ	CHESAPEAKE EXPLORATION, LLC	12/21/2011	D212043983

END OF EXHIBIT "A"

**Electronically Recorded**

Official Public Records

*Mary Louise Garcia*

Mary Louise Garcia

Tarrant County Texas

3/27/2013 4:21 PM

**D213077319**

PGS 5 \$32.00

Submitter: SIMPLIFILE



CHESAPEAKE OPERATING, INC  
ATTN: RECORDING TEAM  
P.O. BOX 18496  
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

---

**MARY LOUISE GARCIA  
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**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

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.

Electronically Recorded

Tarrant County Texas

Official Public Records

1/28/2013 10:49 AM

D213021999

*Mary Louise Garcia*

PGS 4 \$28.00

Mary Louise Garcia

Submitter: SIMPLIFILE

**CORRECTED**  
**DECLARATION OF POOLED UNIT**  
**SUBLETT UNIT**

STATE OF TEXAS )  
 )  
COUNTY OF TARRANT ) KNOW ALL PERSONS BY THESE PRESENTS:  
 ) Electronically Recorded  
 ) Chesapeake Operating, Inc. **L0649023**

Reference is made to that certain Declaration of Pooled Unit for the Sublett Unit, recorded June 19, 2012, as D212146426, Official Public Records of Tarrant County, Texas. Said Declaration is incorporated herein for all purposes.

**RECITALS**

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Sublett Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – Sublett Unit is hereby corrected to include the leases on the attached Exhibit "A".

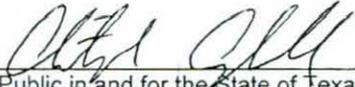
Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 19th day of June, 2012.

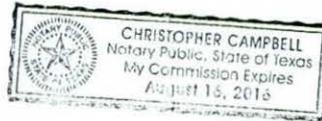


STATE OF TEXAS        )  
                                  )       §  
COUNTY OF HARRIS    )

This instrument was acknowledged before me on this 14 day of March, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas

**Record & Return To:**  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154



**EXHIBIT "A"**

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Sublett Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Sublett Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit for the Sublett Unit.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0045415-000	PEDRO DEIGADO	PALOMA BARNETT, LLC	12/3/2007	D208035161
TX0047506-000	ISAIAS MORA	PALOMA BARNETT, LLC	1/15/2008	D208064849
TX0048493-000	RAFAEL MARTINEZ	PALOMA BARNETT, LLC	1/21/2008	D208086026
TX0047627-000	JAVIER PAYAN	PALOMA BARNETT, LLC	2/1/2008	D208065911

END OF EXHIBIT "A"

**Electronically Recorded**

Official Public Records

*Mary Louise Garcia*

Mary Louise Garcia

Tarrant County Texas

4/19/2013 1:10 PM

**D213099962**

PGS 5 \$32.00

Submitter: SIMPLIFILE



CHESAPEAKE OPERATING, INC  
ATTN: RECORDING TEAM  
P.O. BOX 18496  
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

---

MARY LOUISE GARCIA  
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**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

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.

Electronically Recorded

Tarrant County Texas

Official Public Records

3/12/2013 2:09 PM

D213062066

*Mary Louise Garcia*

PGS 4 \$28.00

Mary Louise Garcia

Submitter: SIMPLIFILE

**CORRECTED**  
**DECLARATION OF POOLED UNIT**  
**SUBLETT UNIT**

STATE OF TEXAS            )  
  )     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT    )     Electronically Recorded            **L0651610**  
  )     Chesapeake Operating, Inc.

Reference is made to that certain Declaration of Pooled Unit for the Sublett Unit, recorded June 19, 2012, as D212146426, Official Public Records of Tarrant County, Texas. Said Declaration is incorporated herein for all purposes.

**RECITALS**

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Sublett Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – Sublett Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

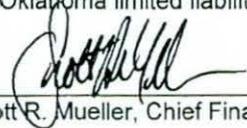
EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 19th day of June, 2012.

**Chesapeake Exploration, L.L.C.**  
an Oklahoma limited liability company

  
Henry J. Hood,  
Senior Vice President - Land

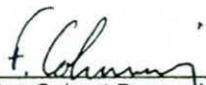
*Jee  
2/19/13*

**Jamestown Resources, L.L.C.**  
An Oklahoma limited liability company

  
Scott R. Mueller, Chief Financial Officer

*um*

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

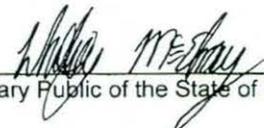
  
Fabien Colmet Daage, Vice President  
Business Development and Strategy

**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 19 day of February, 2013, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

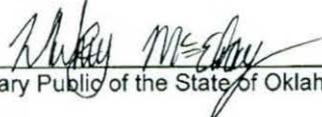


  
Notary Public of the State of Oklahoma

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF OKLAHOMA )

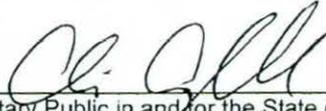
This instrument was acknowledged before me on this 16 day of March, 2013, by Scott R. Mueller, Chief Financial Officer of **Jamestown Resources, L.L.C.**, an Oklahoma limited liability company.

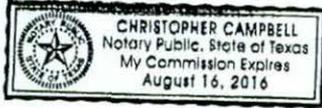


  
Notary Public of the State of Oklahoma

STATE OF TEXAS        )  
                                  )       §  
COUNTY OF HARRIS    )

This instrument was acknowledged before me on this 10 day of April, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



Record & Return To:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154

**EXHIBIT "A"**

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Sublett Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Sublett Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit for the Sublett Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0109996-000	J. ISABEL RAMIREZ	DALE PROPERTY SERVICES, LLC	2/13/2008	D208059876
TX0118591-000	MARINA BROOKS	DALE PROPERTY SERVICES, LLC	4/24/2008	D208160519

END OF EXHIBIT "A"





STATE OF TEXAS        )  
                                  )  
COUNTY OF HARRIS    )       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT "A"**

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Sublett Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Sublett Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit for the Sublett Unit:

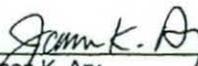
LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0123968-000	WHIT LESTER	DALE PROPERTY SERVICES, LLC	5/29/2008	D208213581
TX0130668-000	JOE GARZA AND WIFE CELIA GARZA	DALE PROPERTY SERVICES, LLC	7/28/2008	D208299389
42-050962-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	5/1/2012	D212135275
42-050931-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	5/1/2012	D212132840

**END OF EXHIBIT "A"**

Record & Return To:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154



**CHESAPEAKE EXPLORATION, L.L.C.,**  
an Oklahoma limited liability company

  
James K. Ary  
Vice President – Land  
Chesapeake E&P Holding  
Corporation, Manager 30 JKA  
DB

**Jamestown Resources, L.L.C**  
an Oklahoma limited liability company

Robert W. Kelly II, Attorney-in-Fact

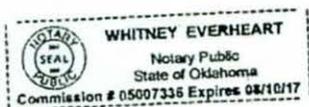
**TOTAL E&P USA, INC.**  
a Delaware corporation

Fabien Colmet Daage, Vice President  
Business Development and Strategy

**CORPORATE ACKNOWLEDGMENT**

STATE OF OKLAHOMA )  
                                  ) §  
COUNTY OF OKLAHOMA)

On this, the 9 day of October, 2013, before me the undersigned officer, personally appeared James K. Ary, who acknowledged himself to be the Vice President – Land of Chesapeake E&P, Sole Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, and that he as such Vice President – Land of the Manager signing for the LLC as Vice President – Land Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Vice President – Land of the Manager signing for the LLC as Vice President – Land Manager.



Signature/Notary Public: 

STATE OF OKLAHOMA )  
 )  
COUNTY OF OKLAHOMA ) §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Robert W. Kelly II, Attorney-in-Fact of **Jamestown Resources, L.L.C.**, an Oklahoma limited liability company.

\_\_\_\_\_  
Notary Public of the State of Oklahoma

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS ) §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

Record & Return To:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154

**EXHIBIT "A"**

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Sublett Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Sublett Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit for the Sublett Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0045570-000	ANTONIO & MARIA PEREZ	PALOMA BARNETT, LLC	9/14/2007	D208062698
TX0048094-000	JOSE & MARTHA ROMAN	PALOMA BARNETT, LLC	9/18/2007	D208072436
TX0048598-000	CARLOS & NICHOLE SALAZAR	PALOMA BARNETT, LLC	1/7/2008	D208090307
TX0135461-000	TOM WITTROCK	DALE PROPERTY SERVICES, LLC	9/15/2008	D208444388
42-048023-000	MAROVE ENTERPRISES, LLC	CHESAPEAKE EXPLORATION, LLC	1/30/2012	D212037643
42-049928-000	RAZA MIAN	CHESAPEAKE EXPLORATION, LLC	4/11/2012	D212089448
42-049988-000	CECILIA MEZA LEYVA	CHESAPEAKE EXPLORATION, LLC	4/12/2012	D212091924
42-050241-000	ARMANDO BARBOZA	CHESAPEAKE EXPLORATION, LLC	4/19/2012	D212096659
42-050316-000	COLLIN FAMILY PARTNERSHIP	CHESAPEAKE EXPLORATION, LLC	4/23/2012	D212105441

END OF EXHIBIT "A"



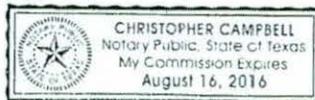


STATE OF TEXAS        )  
                                  )  
COUNTY OF HARRIS    )     §

This instrument was acknowledged before me on this 25<sup>th</sup> day of September, 2014, by ~~Fabien Colmet Daage~~ as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

*Ch. Campbell*

Notary Public in and for the State of Texas



Record & Return To:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154

8

File No. MF 114105  
Unit # 7179, Sublet# 2H

Date Filed: 10/27/14

Jerry E. Patterson, Commissioner

By M.A.

## Mary Barnstone

---

**From:** Mary Barnstone  
**Sent:** Wednesday, February 28, 2024 1:02 PM  
**To:** Jeremiah JOHNSON  
**Subject:** Amended/Corrected DPU needed for Sublett Unit 7179 - please add MF115939

Hi Jeremiah,

I have been tasked with reviewing old leases that appear to be included in State Units.

We received an Assignment from Chesapeake to total for MF115939, a 0.085000-acres County ROW tract (East Rosedale Street) that is within the Sublett Unit (Tract 538A?). Chesapeake set the Sublett Unit up at the GLO with only MF114105 & MF114106 and did not amend the unit after MF115939 was taken. Below is a link to the scanned lease file:

[1089681.pdf \(texas.gov\)](#)

Please email me the recorded corrections/amendments that added MF115939 to the unit, and the HROW Unit Designation form linked below. Don't worry about the fee – just need to paper this one up!

[Application for Pooling State Leases \(texas.gov\)](#)

Thank you for your help!

Mary Beth

**Mary Beth Barnstone, Landman**

Minerals Specialist III  
Energy Resources Division  
Texas General Land Office  
Commissioner Dawn Buckingham, M.D.

1700 North Congress Ave. Suite 840  
Austin, Texas 78701  
(512)463-6818 direct  
Mary.Barnstone@glo.texas.gov

Hours: Tuesday, Thursday & Friday: 7:00am – 5:30pm (in office)  
Wednesday: 7:00am – 5:30pm (remote)

File No. MF114105

Tarrant County

Email to TEP

Date Filed: 2/28/24

Commissioner Dawn Buckingham, M.D.

By: MB Bamstone

**DO NOT DESTROY**



**Texas General Land Office**

**UNIT AGREEMENT MEMO**

UPA240050

**Unit Number** 13447  
**Operator Name** TotalEnergies E&P Barnett USA, LLC **Effective Date** 08/01/2017  
**Customer ID** C000089958 **Unitized For** Oil And Gas  
**Unit Name** Sublet Unit (amended) **Unit Term**  
**County 1** Tarrant **RRC District 1** 05 **Old Unit Number** 7179 **Inactive Status Date** 8/1/2017  
**County 2** **RRC District 2**  
**County 3** **RRC District 3**  
**County 4** **RRC District 4**  
**Unit type** Standard  
**State Net Revenue Interest** Oil 0.00246691  
**State Part in Unit** 0.00986763  
**Unit Depth** Allow All Depths **Well**  
**From Depth** **Formation**  
**To Depth** **Participation Basis** Surface Acreage  
**If Excluions Apply: See Remarks**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF115939	538A	0.023000	133.568000	0.00017220	O/G	0.25000000	0.00004305	No
MF114106	555 & 556	0.975000	133.568000	0.00729965	O/G	0.25000000	0.00182491	No
MF114105	557	0.320000	133.568000	0.00239578	O/G	0.25000000	0.00059895	No

**API Number**

4243936386

**Remarks:**

Unit 13447 amended and replaced Unit 7179 in order to include MF115939 to the Unit. MF115939 was added to the Unit by Chesapeake in 2014, but paperwork was not filed at the GLO until 2024, when TEP submitted Amendment.

**Prepared By:**

MB

**Prepared Date:**

4/4/24

**GLO Base Updated By:**

MB

**GLO Base Date:**

4/4/24

**RAM Approval By:**

VD

**RAM Approval Date:**

4/4/24

**GIS By:**

RC

**GIS Date:**

5/2/24

**Well Inventory By:**

MB

**WI Date:**

4/4/24



Texas General Land Office  
 Commissioner Dawn Buckingham, M.D.  
 1700 North Congress Avenue  
 Austin, Texas 78711-2873

Unit 13447

amended &  
 replaced Unit  
 7179

**STATE RIGHT OF WAY and/or COUNTY ROAD UNIT DESIGNATION**

OPERATOR INFORMATION	
Contact Name <u>Jeremiah Johnson</u>	Phone <u>817 720 1146</u>
Name of Pooled Unit <u>Sublett Unit</u>	
Operator of Pooled Unit <u>TEP Barnett USA, LLC</u>	County <u>Tarrant</u>
Effective Date of Unit Declaration: <u>6/9/2012</u>	<u>8/1/2017</u> <u>Tep Took</u>

over operations

**SROW/CO. ROAD LEASE(S) IN UNIT**

Tr #  
556  
555 d  
557  
538 A

SROW/CoRd Lease MF No.	Lease Date	Term	Royalty	Total Acreage in SROW/CoRd Lease	SROW/CoRd Lease Acreage in Unit
MF 114106	5/1/2012	1 yr	25%	1.087	0.975
MF 114105	5/1/2012	1 yr	25%	0.32	0.32
MF 115939	11/5/2013	1 yr	25%	0.085	0.023

part: 0.00986763  
 NRI: 0.00246691

Total SROW Acreage in Unit: \_\_\_\_\_  
 Total CoRd Acreage in Unit: 1.318  
 Total Private Acreage in Unit: 132.25  
 Total Unit Acreage: 133.568 0

State Roads Royalty Revenue Interest in Unit:	0.								
---	----	--	--	--	--	--	--	--	--

County Roads Royalty Revenue Interest in Unit:	0.	0	0	0	2	4	6	9	9
--	----	---	---	---	---	---	---	---	---

◆ Attach a plat showing the pooled unit outline, unit well(s) location, and SROW & CoRd lease tracts ◆

Type of Mineral Pooled: Oil  Gas  Oil & Gas

Pooled Interval: All Depths  Top Depth \_\_\_\_\_ Base Depth \_\_\_\_\_

If pooling a Formation(s) please list Formation Name: \_\_\_\_\_

RRC Field Name(s): Newark, East (Barnett Shale)

**UNIT WELLS**

API # <u>42-439-36386</u>	RRC ID# <u>727653</u>	<u>09-266011</u>
API # _____	RRC ID# _____	
API # _____	RRC ID# _____	
API # _____	RRC ID# _____	



Chesapeake Operating, Inc., Sublett, Well 2H, SHL is located  
2,244' FSL and 324' FEL of the J. Davis Survey, Abstract No. 418,  
Fort Worth, Tarrant County, Texas.

Total Acres - 133,568 ac.  
Total Unleased Acres - 24,139 ac.  
Total Leased Acres - 109,429 ac.

**REGISTERED PROFESSIONAL SURVEYORS**  
**HERBERT S. BEASLEY**  
**LAND SURVEYORS L.P.**  
• LAND • TOPOGRAPHIC  
• CONSTRUCTION SURVEYING

P. O. BOX 8873  
FORT WORTH, TEXAS 76124

**METRO 817-429-0184**  
**FAX 817-446-5488**

NAD83 TxNC-SHL  
N: 6949764.896  
E: 2339780.837  
LAT: 32.727559°  
LON: -97.292591°

NAD27 TxNC-SHL  
X: 2063871.631  
Y: 385967.507  
LAT: 32.727428°  
LON: -97.292297°

NAD27 TxNC-PP  
X: 2065599.341  
Y: 386418.821  
LAT: 32.728658°  
LON: -97.286678°

NAD27 TxNC-UPP  
X: 2065977.523  
Y: 386402.759  
LAT: 32.728611°  
LON: -97.285447°

NAD27 TxNC-LPP  
X: 2068840.323  
Y: 386183.917  
LAT: 32.727994°  
LON: -97.276789°

NAD27 TxNC-BHL  
X: 2068744.988  
Y: 386183.678  
LAT: 32.727994°  
LON: -97.276450°

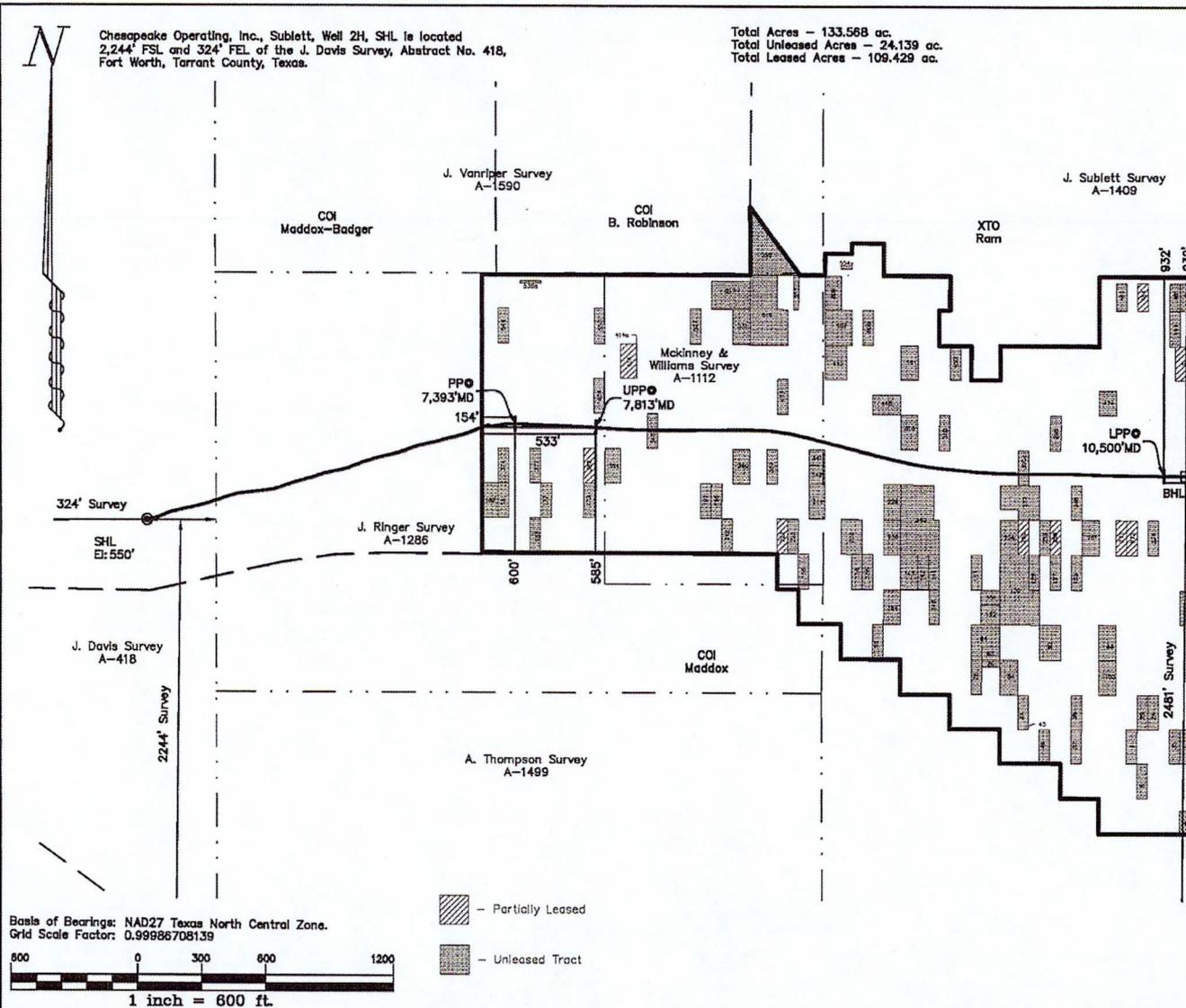


Prepared 31 January 2013  
Revised 18 June 2013

Page 1 of 5

**As-Drilled Plat**  
**Sublett, Well 2H**  
**CHESAPEAKE OPERATING, INC.**  
**109,429 Leased Acre Sublett**  
Fort Worth, Tarrant County, Texas.

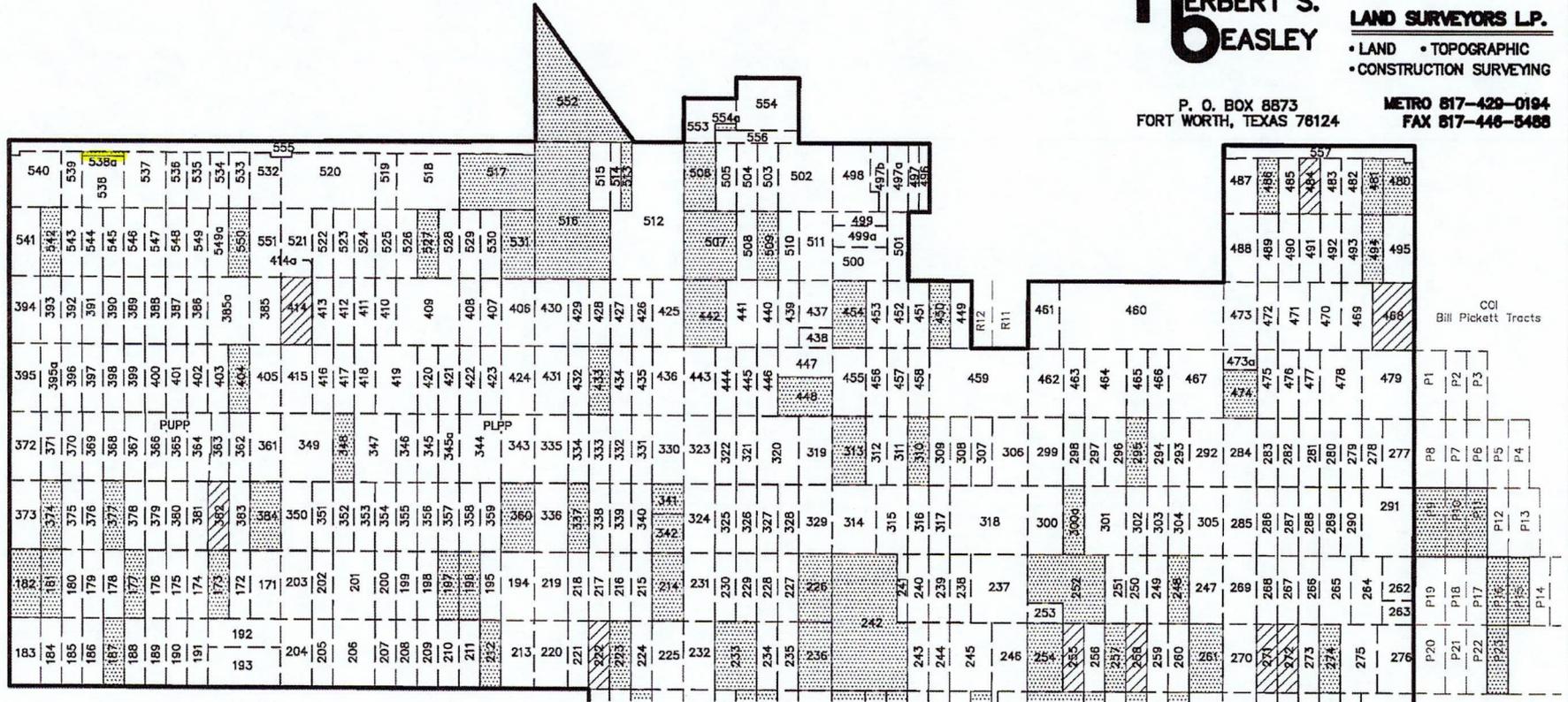
CHK-Sublett 2H.asd.dwg



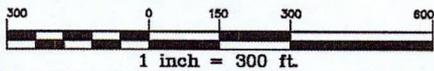


REGISTERED PROFESSIONAL SURVEYORS  
**HERBERT S. BEASLEY** LAND SURVEYORS L.P.  
 • LAND • TOPOGRAPHIC  
 • CONSTRUCTION SURVEYING

P. O. BOX 8873 METRO 817-429-0194  
 FORT WORTH, TEXAS 76124 FAX 817-446-5488



Basis of Bearings: NAD27 Texas North Central Zone.  
 Grid Scale Factor: 0.99986708139



- Unleased Tract      - Partially Leased

**As-Drilled Plat  
 Sublett. Well 2H  
 CHESAPEAKE OPERATING, INC.  
 109.429 Leased Acre Sublett  
 Fort Worth, Tarrant County, Texas.**



48. Location Properties Ltd - 0.187 ac.  
 49. Unleased (Willis Mack) - 0.187 ac.  
 50. Patricia Galvez - 0.187 ac.  
 51. Isabel Cabello - 0.187 ac.  
 52. Unleased (Nancy Kelly) - 0.187 ac.  
 53. Antonio Duran - 0.300 ac.  
 54. Chaleb Hamnd - 0.318 ac.  
 55. Pedro Martinez - 0.187 ac.  
 56. Henrietta Blackshear - 0.187 ac.  
 57. Chesapeake Royalty LLC - 0.187 ac.  
 58. Capital Plus I LTD - 0.300 ac.  
 59. Unleased (City of Fort Worth) - 0.187 ac.  
 60. Alfredo Quintana - 0.187 ac.  
 61. Dane Blackshear - 0.187 ac.  
 62. Louis Ruiz - 0.187 ac.  
 63. Unleased (City of Fort Worth) - 0.113 ac.  
 64. Unleased (City of Fort Worth) - 0.392 ac.  
 65. James Nesky II - 0.187 ac.  
 66. Roger Flores - 0.187 ac.  
 67. Armando Rojas - 0.374 ac.  
 68. Armando Rojas - 0.187 ac.  
 69. William Benjamin - 0.300 ac.  
 70. Jose Rodriguez - 0.488 ac.  
 71. James Smith - 0.187 ac.  
 72. J T Polty - 0.187 ac.  
 73. Jose Murqula - 0.187 ac.  
 74. Manuel Soto - 0.187 ac.  
 75. Unleased (Marilyn Lindsay) - 0.187 ac.  
 76. Unleased (Eddie Wren) - 0.064 ac.  
 76a. Marisela Q. Munos - 0.090 ac.  
 77. Tommy Minch - 0.165 ac.  
 78. Jose Acevedo - 0.300 ac.  
 79. Jorge & Della Arredondo - 0.374 ac.  
 80. Unleased (Avenue K Church of Christ) - 0.374 ac.  
 81. Martin Ibarra - 0.187 ac.  
 82. Angel Hernandez - 0.187 ac.  
 83. United Land Holdings LTD - 0.318 ac.  
 84. Unleased (Geno Grady) - 0.318 ac.  
 85. Raul Moreno - 0.187 ac.  
 86. Joel De Leon - 0.187 ac.  
 87. Joe Garza - 0.187 ac.  
 88. Audrey Bell - 0.187 ac.  
 89. Javier Alvarez - 0.187 ac.  
 90. Neville Luter - 0.187 ac.  
 91. Alejandro Ovalle - 0.299 ac.  
 92. Damon Clay - 0.281 ac.  
 93. Rogelio Mascorro - 0.187 ac.  
 94. Deborah Hernandez - 0.187 ac.  
 95. Elizabeth Munoz - 0.187 ac.  
 96. Damon Clay - 0.187 ac.  
 97. Damon Clay - 0.187 ac.  
 98. Josefa Flores - 0.187 ac.  
 99. Unleased (Alvaro Ramirez) - 0.300 ac.  
 100. Unleased (James Mouton) - 0.300 ac.  
 101. Dean Duncan - 0.187 ac.  
 102. Brenda James - 0.187 ac.  
 103. Jose Camacho - 0.187 ac.  
 104. Antonio Martinez - 0.187 ac.  
 105. Martin Munoz - 0.187 ac.  
 106. Carlos Careaga - 0.187 ac.  
 107. Xavier Rodriguez - 0.281 ac.  
 108. Rigoberto Duran - 0.468 ac.  
 109. Santos Rojas - 0.187 ac.  
 110. Lawrence Light et al - 0.187 ac.  
 111. S R Davidson Family LP - 0.187 ac.  
 112. Marco Varela - 0.187 ac.  
 113. Jesus Varela - 0.187 ac.  
 114. Robert McDaniel - 0.300 ac.  
 115. Alejandra Guerrero - 0.300 ac.  
 116. TLP Properties LLC - 0.187 ac.  
 117. Gary Thompson - 0.187 ac.  
 118. Wanda Gifford - 0.187 ac.  
 119. David Ortega - 0.187 ac.  
 120. Stella Greear - 0.187 ac.  
 121. Stella Barker - 0.187 ac.

122. Unleased (William Beville) - 0.281 ac.  
 123. Juan Rico & Agustin Rico - 0.238 ac.  
 124. Zane Gray - 0.081 ac.  
 125. Unleased (Mary A. Oliver & Myrtle L. Oliver) - 0.187 ac.  
 126. Jesus Chavez - 0.187 ac.  
 127. Unleased (Harriett Cobb Estate) - 0.187 ac.  
 128. David King - 0.187 ac.  
 129. Unleased (Valory Borton) - 0.187 ac.  
 130. Unleased (Avenue K Church of Christ) - 1.197 ac.  
 131. Donna Edge - 0.187 ac.  
 132. Martin Ibarra - 0.187 ac.  
 133. Martin Ibarra - 0.187 ac.  
 134. Manuel Andrade - 0.486 ac.  
 135. Hugo Caja - 0.180 ac.  
 136. James Austin Jr - 0.128 ac.  
 137. Unleased (Juanita Lemmon) - 0.187 ac.  
 138. Pools Land Mart Inc - 0.187 ac.  
 139. Davis Thomas - 0.187 ac.  
 140. Mandy Reeves - 0.187 ac.  
 141. Unleased (Pedro Heredia) - 0.187 ac.  
 142. Unleased (Cesar Vazquez) - 0.187 ac.  
 143. Unleased (South Central Mortgage Service Corp.) - 0.300 ac.  
 144. Pedro Soto - 0.188 ac.  
 145. R. L. Harper - 0.300 ac.  
 146. Unleased (Mary M. Nyles Estate) - 0.176 ac.  
 147. Francisco Meza - 0.187 ac.  
 148. Juan Valdez - 0.187 ac.  
 149. Rodolfo Avila - 0.187 ac.  
 150. Mae Griffin - 0.168 ac.  
 151. Unleased (Carl Martin) - 0.140 ac.  
 152. Unleased (Great Lands of Texas) - 0.196 ac.  
 153. Tommie Bonner - 0.300 ac.  
 154. Npot Partners I LP - 0.187 ac.  
 155. Unleased (City of Fort Worth) - 0.187 ac.  
 156. Unleased (Secretary of HUD) - 0.187 ac.  
 157. Joaquin Cosqueada - 0.187 ac.  
 158. Windam A. Bolton & Barbara B. Grieger - 0.281 ac.  
 159. Louis Ruiz - 0.281 ac.  
 160. Billie Jacobs - 0.187 ac.  
 161. Efigenio Jimenez - 0.187 ac.  
 162. Leroy York - 0.187 ac.  
 163. Jade Jackson - 0.187 ac.  
 164. Unleased (Jade Jackson) - 0.300 ac.  
 165. Toro Investments LLC - 0.281 ac.  
 166. Unleased (Joshua Harris Estate) - 0.187 ac.  
 167. Alma Crossley - 0.187 ac.  
 168. Collins Family LP - 0.187 ac.  
 169. Lynwood Morgan - 0.187 ac.  
 170. Sarah Trimble - 0.281 ac.  
 171. Jose Villapando - 0.273 ac.  
 172. Serafin Olmos - 0.187 ac.  
 173. Unleased (Lynda Hendrix) - 0.187 ac.  
 174. Philip Bonham - 0.187 ac.  
 175. Francisco Sandoval - 0.187 ac.  
 176. Joe Powell Jr - 0.187 ac.  
 177. Unleased (Epfanio Villa) - 0.187 ac.  
 178. Jose Guardado - 0.187 ac.  
 179. Phillip Bonham - 0.187 ac.  
 180. Martin Munoz - 0.187 ac.  
 181. Unleased (Catherine Garrett) - 0.187 ac.  
 182. Unleased (Larry McKnight) - 0.280 ac.  
 183. Francisco Avila - 0.280 ac.  
 184. Benjamin Munoz - 0.187 ac.  
 185. Simon Castillo - 0.187 ac.  
 186. Ernest Lopez - 0.187 ac.  
 187. Unleased (Johnnie Houston) - 0.187 ac.  
 188. Scott R. Davidson - 0.187 ac.  
 189. Barbara A. Gray - 0.187 ac.  
 190. Juan Ortiz - 0.187 ac.  
 191. Rosendo Martinez - 0.187 ac.

192. Ana Patterson - 0.270 ac.  
 193. Teresa Morris - 0.377 ac.  
 194. Martin Munoz - 0.300 ac.  
 195. Martin Munoz - 0.187 ac.  
 196. Unleased (Jose Cabello) - 0.187 ac.  
 197. Unleased (Carlos Macias) - 0.187 ac.  
 198. Sandra Moreno - 0.187 ac.  
 199. Whit Lester - 0.187 ac.  
 200. Martin Munoz - 0.187 ac.  
 201. Lynwood Morgan - 0.374 ac.  
 202. Jose Montes - 0.187 ac.  
 203. Bonnie Flores - 0.281 ac.  
 204. Patricia Montes - 0.281 ac.  
 205. Teresa Morris - 0.187 ac.  
 206. Janice L. DeBoard - 0.374 ac.  
 207. Elba E. McCurley - 0.187 ac.  
 208. Nancy McGoodwin & Tim Mobley - 0.187 ac.  
 209. Jose Becerra - 0.187 ac.  
 210. Tom Witrock - 0.187 ac.  
 211. Carlos H. Tejada - 0.187 ac.  
 212. Unleased (Bank of America Loan Services) - 0.187 ac.  
 213. Zenobia Drew - 0.300 ac.  
 214. Unleased (William Williams) - 0.281 ac.  
 215. Miguel Leyva - 0.187 ac.  
 216. Jose Gonzalez - 0.187 ac.  
 217. Mark Johnson - 0.187 ac.  
 218. Javier Romero - 0.187 ac.  
 219. Pedro Renteria - 0.300 ac.  
 220. Homero Garcia - 0.300 ac.  
 221. Herculio Lopez - 0.187 ac.  
 222. Partial-Jorge Martinez & Unleased (George W. Hambrick) - 0.187 ac.  
 223. Unleased (Barbara Gray) - 0.187 ac.  
 224. Manica Renteria - 0.187 ac.  
 225. Yolanda Martinez - 0.281 ac.  
 226. Unleased (Jose A. Montes & Jose R. Montes) - 0.300 ac.  
 227. Salvador Huerta - 0.187 ac.  
 228. Graciela Tovar - 0.187 ac.  
 229. Norwood Resources Inc. - 0.187 ac.  
 230. Raul Armenta - 0.187 ac.  
 231. Antonio Gomez - 0.281 ac.  
 232. Leticia Sandoval - 0.281 ac.  
 233. Unleased (GP Acquisitions LLC) - 0.374 ac.  
 234. Jesus Moreno - 0.187 ac.  
 235. Rodolfo Preclado - 0.187 ac.  
 236. Unleased (E Churchwell) - 0.299 ac.  
 237. Wayne's Grocery Corporation - 0.505 ac.  
 238. Wayne's Grocery Corporation - 0.187 ac.  
 239. Hermilio Mendez - 0.187 ac.  
 240. Genaro Valera - 0.187 ac.  
 241. Genaro Valera - 0.094 ac.  
 242. Unleased (City of Fort Worth) - 1.254 ac.  
 243. Mario Diaz - 0.187 ac.  
 244. Rox-Ex Exterminating Company Inc - 0.187 ac.  
 245. Dennis Merchant - 0.374 ac.  
 246. Dennis Merchant - 0.318 ac.  
 247. Rodolfo Rodriguez - 0.299 ac.  
 248. Unleased (Gwendolyn Barclay Estate) - 0.187 ac.  
 249. Antonio Cabello - 0.187 ac.  
 250. Effie F. Davis - 0.187 ac.  
 251. Bartolo A. Tiscaran'a & Arteria R. Aguayo - 0.187 ac.  
 252. Unleased (Insun Chen) - 0.599 ac.  
 253. Armando Rojas - 0.094 ac.  
 254. Unleased (Gladis Carlton Estate) - 0.318 ac.  
 255. Partial-Ester L. Ruiz & Unleased (Hayden Holdings LLC et al) - 0.187 ac.  
 256. Blanca Defuente - 0.187 ac.  
 257. Unleased (Amparo Chavez) - 0.187 ac.  
 258. Partial-Hayden Holdings LLC & Unleased (Precision Capital LP.) - 0.187 ac.  
 259. Juan Quintero - 0.187 ac.

260. Jose Castro - 0.187 ac.  
 261. Unleased (David Navarro) - 0.299 ac.  
 262. Jose Soria - 0.181 ac.  
 263. Tom Verace - 0.100 ac.  
 264. Jose Soria - 0.281 ac.  
 265. Andres Ramos - 0.281 ac.  
 266. Lori K. McDaniel - 0.187 ac.  
 267. Jose Soria - 0.187 ac.  
 268. Stanley Martinez - 0.187 ac.  
 269. Jose Rodriguez - 0.300 ac.  
 270. Martin Munoz - 0.300 ac.  
 271. Partial-Elizabeth W. Nash & Unleased (Katina R. Wright) - 0.187 ac.  
 272. Partial-Elizabeth W. Nash & Unleased (Katina R. Wright et al) - 0.187 ac.  
 273. Statewide Capital Financial Services LLC - 0.187 ac.  
 274. Unleased (Associates Financial Services Company) - 0.187 ac.  
 275. Arnulfo F. Carrillo - 0.329 ac.  
 276. Ramon F. Chavez - 0.328 ac.  
 277. Xavier Rodriguez - 0.281 ac.  
 278. Rodolfo Rodriguez - 0.187 ac.  
 279. Felipe Inojosa - 0.187 ac.  
 280. Jay Claunch - 0.187 ac.  
 281. Bobby Moore - 0.187 ac.  
 282. Jesus Munoz - 0.187 ac.  
 283. Gloria Salazar - 0.191 ac.  
 284. Elizabeth Munoz - 0.296 ac.  
 285. Olga Rodriguez - 0.300 ac.  
 286. Otto Lopez - 0.187 ac.  
 287. Jaime Mota & Maria Nolasco-Bravo - 0.187 ac.  
 288. Donald Lockman - 0.187 ac.  
 289. First National Security Corp. - 0.187 ac.  
 290. Mary Loza - 0.187 ac.  
 291. Jose Soria - 0.468 ac.  
 292. Francisco Rodriguez - 0.300 ac.  
 293. Josefina Carrasco - 0.187 ac.  
 294. Mark Johnson - 0.187 ac.  
 295. Unleased (City of Fort Worth) - 0.187 ac.  
 296. Cruz Alanis - 0.187 ac.  
 297. Guillermo Garcia - 0.187 ac.  
 298. Guillermo Garcia - 0.187 ac.  
 299. Faith Sanctuary Church - 0.318 ac.  
 300. United Land Holdings Ltd - 0.318 ac.  
 300a. Unleased (United Land Holdings Ltd.) - 0.187 ac.  
 301. Socorro Campos - 0.374 ac.  
 302. Gabriel Martinez - 0.187 ac.  
 303. Venustiano Madrigal - 0.187 ac.  
 304. Verian Conkle - 0.187 ac.  
 305. Francisco Flores - 0.300 ac.  
 308. Eligio Rodriguez-Torres et ux Griselda Navarro-Rodriguez - 0.318 ac.

**HERBERT S. BEASLEY**  
 REGISTERED PROFESSIONAL SURVEYORS  
 LAND SURVEYORS L.P.  
 • LAND • TOPOGRAPHIC  
 • CONSTRUCTION SURVEYING  
 P. O. BOX 8873  
 FORT WORTH, TEXAS 76124  
 METRO 817-429-0194  
 FAX 817-446-5488

**As-Drilled Plat  
 Sublett. Well 2H  
 CHESAPEAKE OPERATING, INC.  
 109.429 Leased Acre Sublett  
 Fort Worth, Tarrant County, Texas.**

307. Marcos Campos - 0.187 ac.  
 308. Marove Enterprises LLC - 0.187 ac.  
 309. Carolyn Tennison - 0.187 ac.  
 310. Unleased (City of Fort Worth) - 0.187 ac.  
 311. Bruce Thomas - 0.187 ac.  
 312. Alvin Hohman Living Trust - 0.187 ac.  
 313. Unleased (Federal Home Loan Mtg. Corp.) - 0.300 ac.  
 314. Pedro Ledesma - 0.393 ac.  
 315. Pedro Ledesma - 0.281 ac.  
 316. Armando Rojas - 0.187 ac.  
 317. Diana Cabello - 0.187 ac.  
 318. Faith Sanctuary Church - 0.692 ac.  
 319. Oliver Duran & Sandra Aguirre - 0.300 ac.  
 320. Jaime Munoz - 0.374 ac.  
 321. Enrique Munoz - 0.187 ac.  
 322. Julian Vidales - 0.187 ac.  
 323. Miguel Leyva - 0.281 ac.  
 324. Floyd Benson Sr - 0.281 ac.  
 325. Jose Romero - 0.187 ac.  
 326. Jose Villapando - 0.187 ac.  
 327. Maria Preclado - 0.187 ac.  
 328. Guadalupe Madrigal - 0.187 ac.  
 329. Luis Avellar - 0.300 ac.  
 330. Gilberta Aguiar - 0.281 ac.  
 331. Valeria Arnold - 0.187 ac.  
 332. Manuel Rocha - 0.187 ac.  
 333. Marcelino Pompa - 0.187 ac.  
 334. Joaquin Covarrubias - 0.187 ac.  
 335. Francisco Sotelo - 0.300 ac.  
 336. Edwin Land Jr - 0.300 ac.  
 337. Unleased (Eliazor Castilleja) - 0.187 ac.  
 338. Angelina Salas-Canales - 0.187 ac.  
 339. Jose Romero - 0.187 ac.  
 340. Jose Romero - 0.187 ac.  
 341. Unleased (Antonio Renteria) - 0.121 ac.  
 342. Unleased (Armando Renteria) - 0.159 ac.  
 343. Edwin Land Jr - 0.300 ac.  
 344. David Heath - 0.374 ac.  
 345a. Stanley T. Hodges - 0.187 ac.  
 345. Vivian Hodges - 0.187 ac.  
 346. S.R. Davidson Family LP - 0.187 ac.  
 347. Ngoc Bui - 0.374 ac.  
 348. Unleased (Zachary Rappleye) - 0.187 ac.  
 349. Laverne Blanton - 0.468 ac.  
 350. Sandra Sykes - 0.281 ac.  
 351. Fannie Campbell - 0.187 ac.  
 352. Veronica Sutton - 0.187 ac.  
 353. Benjamin Munoz - 0.187 ac.  
 354. David Perez - 0.187 ac.  
 355. Raul Ramirez - 0.187 ac.  
 356. Rafael Martinez - 0.187 ac.  
 357. Claudia Munoz - 0.187 ac.  
 358. Delfino Hernandez - 0.187 ac.  
 359. Location Properties LTD - 0.187 ac.  
 360. Unleased (Charles Powell) - 0.300 ac.  
 361. Ross Brown - 0.276 ac.  
 362. Hector Talentino - 0.187 ac.  
 363. Antonio Acevedo - 0.185 ac.  
 364. Jay Hester - 0.209 ac.  
 365. Juanita Woods - 0.187 ac.  
 366. Jose Flores - 0.187 ac.  
 367. Maria Moreno - 0.187 ac.  
 368. Keyce C. Willy & Norma A. Cuevas - 0.187 ac.  
 369. Leonard B. Reed Jr. - 0.187 ac.  
 370. Maria Tover - 0.187 ac.  
 371. Jesus Arellano - 0.187 ac.  
 372. Cheri Moore - 0.280 ac.  
 373. Juan Duran - 0.280 ac.  
 374. Unleased (Edwin Bunton) - 0.187 ac.  
 375. Etta Perkins - 0.187 ac.  
 376. Lawrence Gutierrez - 0.187 ac.  
 377. Unleased (Amir Hildic) - 0.187 ac.  
 378. Maria Garcia - 0.187 ac.  
 379. Hortencia Martinez - 0.187 ac.  
 380. Philip Bonham - 0.187 ac.  
 381. Benjamin Munoz - 0.187 ac.  
 382. Partial-Virginia Sanders & Unleased (Thomas C. Dreyer) - 0.187 ac.  
 383. David Sabine - 0.187 ac.  
 384. Unleased (New Birth Baptist Church) - 0.278 ac.  
 385. Eva Valdez - 0.281 ac.  
 385a. Eva Valdez - 0.374 ac.  
 386. J. Isabel Ramirez and Maria Guadalupe - 0.187 ac.  
 387. Angel Munoz - 0.187 ac.  
 388. Silvia Martinez - 0.187 ac.  
 389. Cirilo Ramirez - 0.187 ac.  
 390. Rosa Brown - 0.187 ac.  
 391. L.L. Atkins Family LP - 0.187 ac.  
 392. Agustine Andrade - 0.187 ac.  
 393. Teresa Morris - 0.187 ac.  
 394. Catalina Juarez - 0.278 ac.  
 395. Teresa Morris - 0.277 ac.  
 395a. Teresa Morris - 0.187 ac.  
 396. Omas Murray - 0.187 ac.  
 397. Aurelia De Perez - 0.187 ac.  
 398. Alma Zamarripa - 0.187 ac.  
 399. Abelardo Sanchez - 0.187 ac.  
 400. Jose Barrios - 0.187 ac.  
 401. Jose Valdez - 0.187 ac.  
 402. Eva Valdez - 0.187 ac.  
 403. Rigoberto Briseno - 0.187 ac.  
 404. Unleased (Joel Ramirez) - 0.187 ac.  
 405. Teresa Morris - 0.281 ac.  
 406. Javier Munoz - 0.300 ac.  
 407. Esteban Mariscal - 0.187 ac.  
 408. Esteban Mariscal - 0.187 ac.  
 409. David Irwin - 0.561 ac.  
 410. Gerardo Martinez - 0.187 ac.  
 411. Jesus Martinez - 0.187 ac.  
 412. Eugene Smith Sr - 0.187 ac.  
 413. Maria Rodarte - 0.187 ac.  
 414. Samen Lopez & Unleased (Maria Lopez) - 0.278 ac.  
 414a. Unleased (Maria T. Rodarte) - 0.003 ac.  
 415. Christine Oxford - 0.281 ac.  
 416. Scott Bandy - 0.187 ac.  
 417. Chester McCurry Revocable Living Trust - 0.187 ac.  
 418. Raymond Hodges II - 0.187 ac.  
 419. Zakeya Resheed - 0.374 ac.  
 420. Jose Gonzalez - 0.187 ac.  
 421. TLP Properties LLC - 0.187 ac.  
 422. Luis Parga - 0.187 ac.  
 423. Volunteers of America Texas Inc. - 0.187 ac.  
 424. Volunteers of America Texas Inc. - 0.300 ac.  
 425. Albert Woolridge Sr - 0.281 ac.  
 426. Joe Cunningham - 0.187 ac.  
 427. Carlos Lira - 0.187 ac.  
 428. Bryon Armstrong & Natalie Bono - 0.187 ac.  
 429. Salvador Serrano - 0.187 ac.  
 430. Maximiliano Martinez - 0.300 ac.  
 431. Deandra Carter & Garlen Carter & LaShunda Carter & Julia Shed - 0.300 ac.  
 432. Jesus Oviedo - 0.187 ac.  
 433. Unleased (Roger Bowman) - 0.187 ac.  
 434. Elizabeth McKenzie - 0.187 ac.  
 435. Ignacio Anaya & Maria Gonzalez - 0.187 ac.  
 436. Isales Mora - 0.281 ac.  
 437. Leroy York - 0.211 ac.  
 438. Louis Ruiz - 0.088 ac.  
 439. Rodrigo Rivas - 0.187 ac.  
 440. Dorothy Ashford - 0.187 ac.  
 441. S.R. Davidson Family LP - 0.277 ac.  
 442. Unleased (Jeronimo Ibarra) - 0.378 ac.  
 443. Vincent Walker - 0.281 ac.  
 444. Miguel Leyva - 0.187 ac.  
 445. S.R. Davidson Family LP - 0.187 ac.  
 446. Teresa Morris - 0.187 ac.  
 447. Location Properties LTD - 0.210 ac.  
 448. Unleased (Metro Buys Homes LLC) - 0.276 ac.  
 449. Marquise Crockett - 0.187 ac.  
 450. Unleased (Jose Ibarra) - 0.187 ac.  
 451. Nicole Garcia - 0.187 ac.  
 452. Leroy York - 0.187 ac.  
 453. Geraldine Johnson - 0.187 ac.  
 454. Unleased (Funding USA & Soade Brothers Development) - 0.300 ac.  
 455. Location Properties LTD - 0.300 ac.  
 456. Location Properties LTD - 0.187 ac.  
 457. Miguel Castro - 0.187 ac.  
 458. Rodolfo Preclado - 0.187 ac.  
 459. Murtaza Natalwalla - 0.879 ac.  
 460. Southwestern Bell Telephone Company - 1.459 ac.  
 461. Harold Lightfoot - 0.281 ac.  
 462. Juan Garcia - 0.318 ac.  
 463. Southwestern Bell Telephone Company - 0.187 ac.  
 464. Juan Garcia - 0.374 ac.  
 465. Pedro Flores - 0.187 ac.  
 466. Jay Steele - 0.187 ac.  
 467. Josefina Carrasco - 0.486 ac.  
 468. Partial-Jesus Munoz & Unleased (Miguel & Antonia Sigala) - 0.374 ac.  
 469. Rufus Luna - 0.281 ac.  
 470. Petra Lopez - 0.281 ac.  
 471. Maria Munoz - 0.281 ac.  
 472. Rodolfo Preclado - 0.187 ac.  
 473. Oriene Robinson - 0.300 ac.  
 473a. - Stephanie Wilson - 0.089 ac.  
 474. Unleased (City of Fort Worth) - 0.211 ac.  
 475. Carlos Salazar - 0.187 ac.  
 476. Wanda Jackson Irrevocable Trust - 0.187 ac.  
 477. Michael Russell - 0.187 ac.  
 478. Hermelinda Diaz - 0.374 ac.  
 479. Bart Gutierrez - 0.469 ac.  
 480. Unleased (Mark Harris) - 0.222 ac.  
 481. Unleased (Toyseer Nimer) - 0.153 ac.  
 482. Larry Griggs - 0.153 ac.  
 483. Ruben Ruiz - 0.153 ac.  
 484. Partial-Eddie E. Dukes & Unleased (Neima Lawson) - 0.153 ac.  
 485. LHF Properties - 0.153 ac.  
 486. Unleased (Christine Cassidy) - 0.153 ac.  
 487. Jo Ann Turner - 0.242 ac.  
 488. Charles T. Beavers - 0.299 ac.  
 489. - Edna Munoz - 0.187 ac.  
 490. Tom Wittrack - 0.187 ac.  
 491. Michael Phillipa - 0.187 ac.  
 492. Troy Kunkel - 0.187 ac.  
 493. Troy Kunkel - 0.187 ac.  
 494. Unleased (Walnut Ridge Investment Corporation) - 0.187 ac.  
 495. Jose Cabrera - 0.281 ac.  
 496. Albert Woolridge Sr - 0.093 ac.  
 497. Rosedale Land Holdings LLC - 0.093 ac.  
 497a. Rosedale Land Holdings LLC - 0.187 ac.  
 497b. Rosedale Land Holdings LLC - 0.129 ac.  
 498. L. Paul Meadows - 0.358 ac.  
 499. Tomas Sanchez - 0.098 ac.  
 499a. Tomas Sanchez - 0.150 ac.  
 500. Samuel Perez - 0.239 ac.  
 501. L. Paul Meadows - 0.187 ac.  
 502. Rosedale Land Holdings LLC - 0.488 ac.  
 503. Rosedale Land Holdings LLC - 0.187 ac.  
 504. Rosedale Land Holdings LLC - 0.187 ac.  
 505. Rosedale Land Holdings LLC et al - 0.187 ac.  
 506. Unleased (City of Fort Worth) - 0.280 ac.  
 507. Unleased (Iglesia Del Dios Vivo Columna Y Apoyo De La Verdad La Luz Del Mundo) - 0.468 ac.  
 508. James Cushman - 0.187 ac.

**REGISTERED PROFESSIONAL SURVEYORS**  
**HERBERT S. BEASLEY**  
**LAND SURVEYORS L.P.**  
 • LAND • TOPOGRAPHIC  
 • CONSTRUCTION SURVEYING

P. O. BOX 8873  
 FORT WORTH, TEXAS 76124  
 METRO 817-429-0194  
 FAX 817-446-5488

509. Unleased (Adrian R. Flores) - 0.187 ac.  
 510. Jose Garcia - 0.187 ac.  
 511. Eliza Properties LP - 0.300 ac.  
 512. Maranatha Bible Fellowship Church - 1.122 ac.  
 513. Unleased (Rigoberto Saravia) - 0.093 ac.  
 514. Devoyd Jennings - 0.093 ac.  
 515. Alcidés Rodriguez - 0.187 ac.  
 516. Unleased (Iglesia Del Dios Vivo) - 1.161 ac.  
 517. Unleased (Polytechnic Community Development Corporation) - 0.548 ac.  
 518. Willard Williams - 0.458 ac.  
 519. Paulette Crossley - 0.153 ac.  
 520. Della Heredia - 0.681 ac.  
 521. Della Heredia - 0.281 ac.  
 522. Armando Rojero - 0.187 ac.  
 523. David Irwin - 0.187 ac.  
 524. Javier Payan - 0.187 ac.  
 525. Elgin Bryant Jr - 0.187 ac.  
 526. Jose Martinez - 0.187 ac.  
 527. Unleased (Maria Valenzuela) - 0.187 ac.  
 528. Antonio Avellar & Shadrach M. Rodriguez - 0.187 ac.  
 529. Ana Nava - 0.187 ac.  
 530. Jose Gonzalez - 0.187 ac.  
 531. Unleased (Polytechnic Community Development Corporation) - 0.299 ac.  
 532. House of Prayer For All People - 0.223 ac.  
 533. International House of Prayer For All People - 0.153 ac.  
 534. House of Prayer For All People - 0.137 ac.  
 535. Armando Rojero - 0.168 ac.  
 536. Alejandro Chavez - 0.153 ac.  
 537. Louis Ruiz - 0.305 ac.  
 538. Shahnoz Chowdhury - 0.282 ac.  
 538a. Unleased (City of Fort Worth) - 0.023 ac.  
 539. Alejandro Chavez - 0.153 ac.  
 540. Mohammad Rahman - 0.376 ac.  
 541. Susana Hernandez - 0.279 ac.  
 542. Unleased (Chester L. McCurry) - 0.187 ac.  
 543. Jose Perez - 0.187 ac.  
 544. Jaime Castillo - 0.187 ac.  
 545. Jaime Castillo - 0.187 ac.  
 546. Juana Herrera - 0.187 ac.  
 547. Armando Hernandez - 0.187 ac.  
 548. Ernesto Andrade - 0.187 ac.  
 549a. Teresa Morris - 0.187 ac.  
 550. Unleased (GP Acquisitions LLC) - 0.187 ac.  
 551. Lauree Foretich - 0.281 ac.  
 552. Unleased (City of Fort Worth) - 0.673 ac.  
 553. Brent R. Hyder & Whitney H. More - 0.251 ac.  
 554. Brent R. Hyder & Whitney H. More - 0.430 ac.  
 554a. Unleased (City of Fort Worth) - 0.018 ac.  
 555. State of Texas - 0.837 ac.  
 556. State of Texas - 0.138 ac.  
 557. State of Texas - 0.320 ac.

Total Acreage - 133.568 ac.  
 Total Unleased - 24.139 ac.  
 Total Leased Acreage - 109.429 ac.

State of Texas - MF115939

**As-Drilled Flat  
 Sublett. Well 2H  
 CHESAPEAKE OPERATING, INC.  
 109.429 Leased Acre Sublett  
 Fort Worth, Tarrant County, Texas.**

**LEASE RECORDS DOCUMENT TRANSMITTAL**

BUSINESS UNIT: Central Texas DATE: 11/10/14  
FROM: Whitney Everheart DEPARTMENT: Central Texas - Land  
REQUEST TYPE: Sublett 1st Amendment

SELECT ACTION(S) L0675282 42100

RECORD / E-RECORD DOCUMENT: # \_\_\_\_\_

\*COUNTY / PARISH & STATE: Tarrant Cty, TX

\*PROSPECT / COST CENTER NO.: 634230

SPECIAL DISTRIBUTION INSTRUCTIONS: Please send me recorded copy ✓

Instructions/Comments:

**RECEIVED**

NOV 07 2014

LEASE RECORDS  
BARNETT

IMAGE DOCUMENT: # \_\_\_\_\_

UPDATE LEASE RECORD: # \_\_\_\_\_

\*COMPLETE PAYMENT FORM IF REQUESTING NEW PAYMENT SET UP

Instructions/Comments:

UPDATE CONTRACT RECORD: # UND 715-0416

\*COMPLETE CONTRACT BRIEF FORM IF REQUESTING NEW CONTRACT SETUP

Instructions/Comments: x-ref to unit & leases

**\*REQUIRED PER ACTION**

Electronically Recorded

Tarrant County

Official Public Records

11/11/2014 2:24 PM

D214246910

*Mary Louise Garcia*

PGS 4 \$28.00

Submitter: SIMPLIFILE

Mary Louise Garcia

L0675282

**FIRST AMENDMENT TO  
DECLARATION OF POOLED UNIT  
SUBLETT UNIT**

Electronically Recorded  
Chesapeake Operating, Inc.

STATE OF TEXAS        )  
                                  )     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT )

Reference is made to that certain Declaration of Pooled Unit for the Sublett Unit, recorded June 19, 2012, as Document Number D212146426, Official Public Records of Tarrant County, Texas. Said Declaration is incorporated herein for all purposes.

WHEREAS, the purpose and intent of this First Amendment to the Declaration of Pooled Unit – Sublett Unit is to amend the Exhibit "A" to include additional leases.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

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

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit, Sublett Unit, is hereby amended to include additional leases on said Exhibit "A".

Except as amended hereby, said Declaration remains in full force and effect.

L0675282

**FIRST AMENDMENT TO  
DECLARATION OF POOLED UNIT  
SUBLETT UNIT**

**Electronically Recorded  
Chesapeake Operating, Inc.**

STATE OF TEXAS            )  
  )  
COUNTY OF TARRANT    )    KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that certain Declaration of Pooled Unit for the Sublett Unit, recorded June 19, 2012, as Document Number D212146426, Official Public Records of Tarrant County, Texas. Said Declaration is incorporated herein for all purposes.

WHEREAS, the purpose and intent of this First Amendment to the Declaration of Pooled Unit – Sublett Unit is to amend the Exhibit "A" to include additional leases.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

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

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit, Sublett Unit, is hereby amended to include additional leases on said Exhibit "A".

Except as amended hereby, said Declaration remains in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the recording date.

**CHESAPEAKE EXPLORATION, L.L.C.,**  
an Oklahoma limited liability company

By: *James K. Ary*  
James K. Ary  
Vice President – Land  
Chesapeake E&P Holding Corporation, Manager *2014 8/12 Joe*

**JAMESTOWN RESOURCES, L.L.C.,**  
an Oklahoma limited liability company

By: *[Signature]*  
Robert W. Kelly II, Attorney-in-Fact *(RM)*

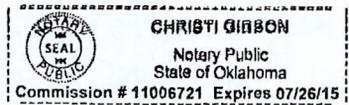
**TOTAL E&P USA, INC.,**  
a Delaware corporation

By: *[Signature]*  
*Pierre Gemen* Fabien Colmet-Daage, Vice President  
Business Development and Strategy

**CORPORATE ACKNOWLEDGMENT**

STATE OF OKLAHOMA        )  
  ) §  
COUNTY OF OKLAHOMA    )

This instrument was acknowledged before me on this, 1<sup>st</sup> day of AUGUST, 2014, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.



*Christi Gibbon*  
Notary Public of the State of Oklahoma

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF OKLAHOMA )

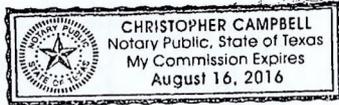
This instrument was acknowledged before me on this, 18<sup>th</sup> day of September, 2014, by Robert W. Kelly II, Attorney-in-Fact of **Jamestown Resources, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such limited liability company.



Deanne M Moore  
Notary Public of the State of Oklahoma

STATE OF TEXAS )  
 ) §  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this, 29 day of October, 2014, by ~~Fabien Colmet Daage~~ <sup>Paul Smith</sup> as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.



Paul Smith  
Notary Public in and for the State of Texas

**EXHIBIT "A"**

Attached to and made a part of that First Amendment to Declaration of Pooled Unit for the Sublett Unit dated effective as of the recording date of the document.

<b>LEASE NUMBER</b>	<b>LESSOR</b>	<b>LESSEE</b>	<b>LEASE DATE</b>	<b>ENTRY</b>
42-0008105-000	TLP PROPERTIES, LLC	CHESAPEAKE EXPLORATION, LLC	8/20/2013	D213229087
42-0008545-000	STATE OF TEXAS - MF 115939	CHESAPEAKE EXPLORATION, LLC	11/5/2013	D214004692

**END OF EXHIBIT "A"**

Record & Return To:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154

## Mary Barnstone

---

**From:** Jeremiah JOHNSON <jeremiah.johnson@totalenergies.com>  
**Sent:** Wednesday, March 27, 2024 1:46 PM  
**To:** Mary Barnstone  
**Subject:** [EXTERNAL] RE: Amended/Corrected DPU needed for Sublett Unit 7179 - please add MF115939  
**Attachments:** Application for Pooling - Sublett Unit [7179] plus Plat and Tract Table.pdf; 2014-11-11 - Sublett Unit - First Amendment to DPU - UND 715-0416 - Counterparts.PDF

Mary Beth,

I finally got this done. I've attached the Application for Pooling along with a plat and tract table for the Sublett Unit. Additionally, I've included the First Amendment to DPU for the Sublett Unit where MF 115939 was initially pooled.

Please note, MF 115939 is shown as tract 538a on the plat and tract table with the City of Fort Worth identified as the owner of the tract. I have crossed this out and written the State of Texas MF 115939 in its place along with highlighting tract 538a on the plat.

Additionally, I have used the surveyed acreage for the Application for Pooling. So while the lease was taken at 0.085 acres the tract is surveyed as containing 0.023 acres.

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

Thank you,



### Jeremiah Johnson

Senior Landman  
Exploration & Production – Land Department

TotalEnergies E&P Barnett USA, LLC  
301 Commerce Street, Suite 3700  
Fort Worth, Texas 76102 – USA

T. : 817-720-1146  
jeremiah.johnson@totalenergies.com  
[corporate.totalenergies.us](http://corporate.totalenergies.us)

CONFIDENTIALITY. This email (including attachments, if any) may contain confidential information. It may not be used for any purpose other than that for which it has been sent. If you are not the intended recipient, please delete it and notify the sender immediately.

---

**From:** Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>  
**Sent:** Wednesday, March 20, 2024 12:21 PM  
**To:** Jeremiah JOHNSON <jeremiah.johnson@totalenergies.com>  
**Subject:** RE: Amended/Corrected DPU needed for Sublett Unit 7179 - please add MF115939

See link below, starting on page 53:

[1078153.pdf \(texas.gov\)](#)

Thank you,

mb

**Mary Beth Barnstone, Landman**

Minerals Specialist III  
Energy Resources Division  
Texas General Land Office  
Commissioner Dawn Buckingham, M.D.

1700 North Congress Ave. Suite 840  
Austin, Texas 78701  
(512)463-6818 direct  
[Mary.Barnstone@glo.texas.gov](mailto:Mary.Barnstone@glo.texas.gov)

Hours: Tuesday, Thursday & Friday: 7:00am – 5:30pm (in office)  
Wednesday: 7:00am – 5:30pm (remote)

---

**From:** Jeremiah JOHNSON <[jeremiah.johnson@totalenergies.com](mailto:jeremiah.johnson@totalenergies.com)>  
**Sent:** Wednesday, March 20, 2024 11:41 AM  
**To:** Mary Barnstone <[Mary.Barnstone@GLO.TEXAS.GOV](mailto:Mary.Barnstone@GLO.TEXAS.GOV)>  
**Subject:** [EXTERNAL] RE: Amended/Corrected DPU needed for Sublett Unit 7179 - please add MF115939

Mary Beth,

I'm working on this now. Can you send me a copy of the current unit agreement memo for this unit?

Thanks,

Jeremiah

---

**From:** Mary Barnstone <[Mary.Barnstone@GLO.TEXAS.GOV](mailto:Mary.Barnstone@GLO.TEXAS.GOV)>  
**Sent:** Wednesday, February 28, 2024 1:02 PM  
**To:** Jeremiah JOHNSON <[jeremiah.johnson@totalenergies.com](mailto:jeremiah.johnson@totalenergies.com)>  
**Subject:** Amended/Corrected DPU needed for Sublett Unit 7179 - please add MF115939

Hi Jeremiah,

I have been tasked with reviewing old leases that appear to be included in State Units.

We received an Assignment from Chesapeake to total for MF115939, a 0.085000-acres County ROW tract (East Rosedale Street) that is within the Sublett Unit (Tract 538A?). Chesapeake set the Sublett Unit up at the GLO with only MF114105 & MF114106 and did not amend the unit after MF115939 was taken. Below is a link to the scanned lease file:

[1089681.pdf \(texas.gov\)](#)

Please email me the recorded corrections/amendments that added MF115939 to the unit, and the HROW Unit Designation form linked below. Don't worry about the fee – just need to paper this one up!

[Application for Pooling State Leases \(texas.gov\)](#)

Thank you for your help!

Mary Beth

**Mary Beth Barnstone, Landman**

Minerals Specialist III  
Energy Resources Division  
Texas General Land Office  
Commissioner Dawn Buckingham, M.D.

1700 North Congress Ave. Suite 840  
Austin, Texas 78701  
(512)463-6818 direct  
[Mary.Barnstone@glo.texas.gov](mailto:Mary.Barnstone@glo.texas.gov)

Hours: Tuesday, Thursday & Friday: 7:00am – 5:30pm (in office)  
Wednesday: 7:00am – 5:30pm (remote)

---

CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.

---

CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.

File No. MF114105

Tarrant County

Buckslip Unit 13447

Date Filed: 4/4/24

Commissioner Dawn Buckingham, M.D.

By: Mrs Bamstare