

MF114226

~~7614~~
Unit 12086
iNut 12361
iNut 12362
iNut 12363

State Lease MF114226 Control 56-031185 Base File County TARRANT

Survey HIGHWAYS & PUBLIC TRANSPORTATION DE
Block
Block Name
Township
Section/Tract
Land Part US HWY 287
Part Description HIGHWAY RIGHT-OF-WAY
Acres 3.69
Depth Below Depth Above Depth Other

Leasing: CU
Analyst: CU
Maps: PL
GIS: Ne
DocuShare: _____

Name CHESAPEAKE EXPLORATION, LLC
Lease Date 7/17/2012
Primary Term 1 yrs
Bonus (\$) \$55,615.03
Rental (\$) \$0.00
Lease Royalty 0.2500



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

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 114226

1. Application and checklist	5/18/12	(See MF 105814 #32, Assign 10291)
2. Lease	7/17/12	(Chesapeake to) Total 6-26-17
3. Cover letter, fees, and bonus	5/18/12	scanned PJ 7-10-2017
4. Plat	5/18/12	(See MF 114225, item #17, Division Order)
5. Affidavit of Highest Consideration	5/18/12	⑨ Division Order 5/14/19
6. Project Details	5/18/12	⑩ Division Order 5/14/19
Final Letter		scanned PJ 5-22-2019
Scanned SM 1/24/13		⑪ Unit 12086 10/4/22
Scanned SM 1/24/13		" McCulley - Paris Unit
Scanned SM 1/24/13		(3rd Amendment) L
see MF 114225 at #7 for		scanned WM 10-20-2022
Buckslip for unit 7253 12-18-14		12. Corrected Buckslip 10/25/22
see MF 114225 at #8 for		12086 L
declaration of pooled unit 12-18-14		scanned PJ 11-14-2022
see MF 114225 at #9-11 for		13. iNut 12361 1/13/23
corrected declarations 12-18-14		14. iNut 12362 L
see MF 114225 at #12-14 for		15. iNut 12363 L
Amendments to declaration 12-18-14		16. Division Order 3-21-2023
see MF 114225 at #15 for		scanned SM 04/06/2023
Buckslip for unit 7253 4/29/15		(See MF 114225 item #
scanned PJ 6-23-15		18 for Zero Production
7. Division Order 6-20-16		Report Unit 7253
scanned PJ 7-20-16		17 Corrected iNut 12361 4/28/23
See MF-114225 #16 Assign ID #9664		18 Corrected iNut 12362
from Chesapeake to Jamestown		19 Corrected iNut 12363 L
scanned PJ 9-6-16		scanned WM 6-5-2023
8. Unit 7614 Designation 4/21/17		
scanned PJ 5-25-2017		



RECEIVED
5/18/12

B

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 \$ 15,072.04

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

3.69 [net acres] \$ 55,615.83 Paid 5-17-12 [date]

TERM ~~3~~ 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 ~~\$1.00~~ \$1200/well
[Note: Shut-in royalty will be highest in adjacent leases with a minimum of \$1200/well.]

TOTAL GROSS ACRES IN LEASE 3.69 TOTAL NET ACRES IN LEASE 3.69

COUNTY Tarrant

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:
Highway 287 / Mansfield Highway

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

Mary Horn Survey,
A-691, and the
M. de la Garza Survey,
A-617, J. Collett Survey,
A-261



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

1541145
1541143

File No. 114226

App@Checklist

Date Filed: 5/18/12

Jerry E. Patterson, Commissioner

By GL

i

1541145
1541143

2.10.15

The State of Texas



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 114226)
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 **Fifty Five Thousand Six Hundred Fifteen and 83/100 (\$55,615.83)**, 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:

3.69 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 **3.69 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 **July 17th, 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.

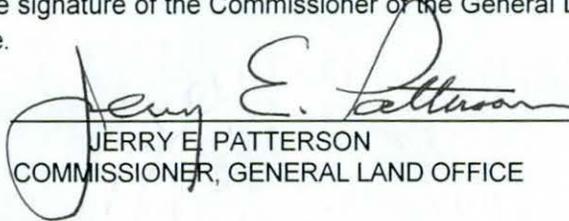
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

Exhibit A

About 3.69000 acres of land, more or less, being part of the right-of-way designated as Mansfield Highway (a.k.a. U.S. Highway 287), being that highlighted portion as shown on the attached map, lying within what has been designated as the Wyatt Chaparrals Unit, in Tarrant County, Texas, and being described in the following six (6) parcels of land:

Tract 1

0.27500 acres, more or less, being situated in the Mary Horn Survey, A-691, Tarrant County, Texas, and being more particularly described in that certain Deed dated August 31, 1931 from G.E. Chollar and wife, Agnes Sue Chollar to Tarrant County as recorded at Volume 1153, Page 236, Official Public Records, Tarrant County, Texas.

Tract 2

0.32300 acres, more or less, being situated in the M. de la Garza Survey, A-617, Tarrant County, Texas, and being more particularly described in that certain Deed dated August 31, 1931 from H.C. Drinkard and wife, Alice Drinkard to Tarrant County as recorded at Volume 1150, Page 79, Official Public Records, Tarrant County, Texas.

Tract 3

0.32300 acres, more or less, being situated in the M. de la Garza Survey, A-617, Tarrant County, Texas, and being more particularly described in that certain Deed dated September 7, 1932 from A.J. Mayfield and wife, Martha C. Mayfield to Tarrant County as recorded at Volume 1177, Page 112, Official Public Records, Tarrant County, Texas.

Tract 4

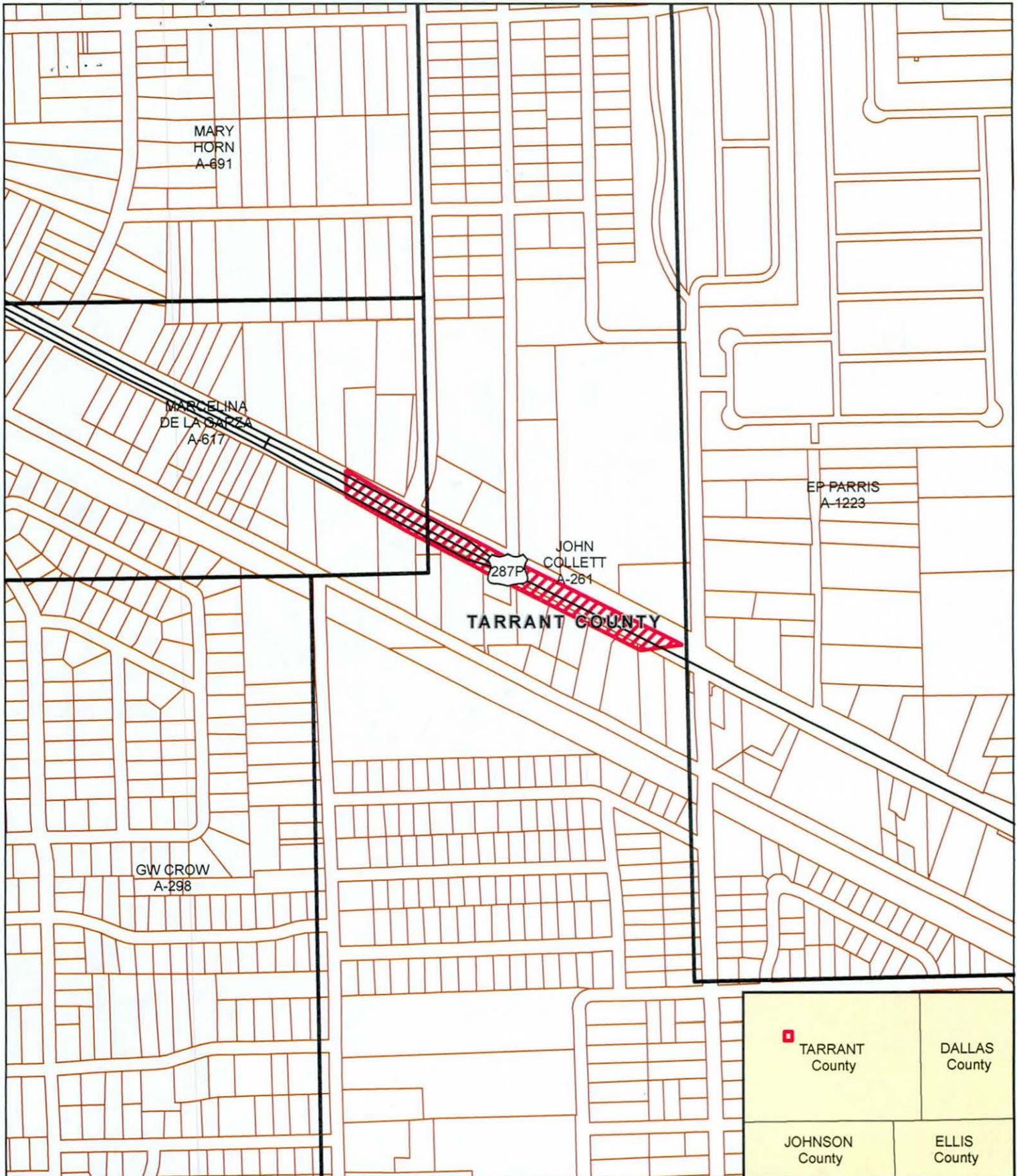
0.64000 acres, more or less, being situated in the M. de la Garza Survey, A-617, Tarrant County, Texas, and being more particularly described in that certain Deed dated September 5, 1931 from T. Moriarty and Hester Moriarty to Tarrant County as recorded at Volume 1153, Page 559, Official Public Records, Tarrant County, Texas.

Tract 5

0.76400 acres, more or less, being situated in the M. de la Garza Survey, A-617, Tarrant County, Texas, and being more particularly described in that certain Deed dated August 31, 1931 from F.D. White and wife, Fay White to Tarrant County as recorded at Volume 1153, Page 233, Official Public Records, Tarrant County, Texas.

Tract 6

1.37000 acres, more or less, being situated in the J. Collett Survey, A-261, Tarrant County, Texas, and being more particularly described in that certain Deed dated May 21, 1931 from W.A. Trantham to Tarrant County as recorded at Volume 1139, Page 63, Official Public Records, Tarrant County, Texas.



 TARRANT County	DALLAS County
JOHNSON County	ELLIS County

Highway Right-of-Way Plat of
 US Hwy 287
 MF114226
 3.69 acres
 Tarrant County, Texas



500 250 0 500 Feet

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



Map Generated by:
 Zeke Guillen
 IS/BAS/GIS
 July 2012

File No. 114225

Lease

Date Filed: 7/17/12

Jerry E. Patterson, Commissioner

By GP



Dale Property Services, LLC

500 Taylor Street, Suite 600
Annex Building

FORT WORTH, TX 76102

(817) 451-5353

May 4, 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, 3.69 acres, more or less, being Highway 287 / Mansfield Highway 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 Highway 287 / Mansfield Highway:

(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 Wyatt Chaparrals 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

12711771

0008019 TX GENERAL LAND OFFICE

No. 1774257



VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0553060	04/18/12	041812H	BARNETT CORE PR LSE BNS 3.69	55615.83
Total for check				\$55,615.83

12711772

0908091 COMM OF THE GEN LAND OFFICE OF

No. 1771662

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0526003	04/18/12	041812B	BARNETT CORE PR SALES FEES	834.24
Total for check				\$834.24



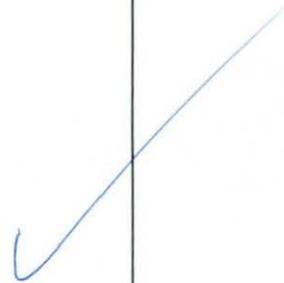
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0908091 COMM OF THE GEN LAND OFFICE OF

No. 1771664

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0526004	04/18/12	041812D	BARNETT CORE PR REC FEE	500.00
Total for check				\$500.00

0526004
04/18/12
041812D
BARNETT CORE PR REC FEE
500.00





Dale Property Services, LLC

Memo

To: Whom It May Concern
From: Brandon Scott
CC: Paul Harlan, Jean-Paul Beebe
Date: April 2, 2012
Re: SEFW Prospect, Wyatt Chaparrals Unit, Mansfield Highway (a.k.a. U.S. Highway 287)

This Memo is in regard to research performed on a portion of Mansfield Highway (a.k.a. U.S. Highway 287), all being within what, at the time of the creation of this Memo, has been designated as being within the Wyatt Chaparrals Unit, and being more particularly described as:

About 3.69000 acres of land, more or less, being part of the right-of-way designated as Mansfield Highway (a.k.a. U.S. Highway 287), being that highlighted portion as shown on the attached map, lying within what has been designated as the Wyatt Chaparrals Unit, in Tarrant County, Texas, and being described in the following six (6) parcels of land:

Tract 1

0.27500 acres, more or less, being situated in the Mary Horn Survey, A-691, Tarrant County, Texas, and being more particularly described in that certain Deed dated August 31, 1931 from G.E. Chollar and wife, Agnes Sue Chollar to Tarrant County as recorded at Volume 1153, Page 236, Official Public Records, Tarrant County, Texas.

Tract 2

0.32300 acres, more or less, being situated in the M. de la Garza Survey, A-617, Tarrant County, Texas, and being more particularly described in that certain Deed dated August 31, 1931 from H.C. Drinkard and wife, Alice Drinkard to Tarrant County as recorded at Volume 1150, Page 79, Official Public Records, Tarrant County, Texas.

Tract 3

0.32300 acres, more or less, being situated in the M. de la Garza Survey, A-617, Tarrant County, Texas, and being more particularly described in that certain Deed dated September 7, 1932 from A.J. Mayfield and wife, Martha C. Mayfield to Tarrant County as recorded at Volume 1177, Page 112, Official Public Records, Tarrant County, Texas.

Tract 4

0.64000 acres, more or less, being situated in the M. de la Garza Survey, A-617, Tarrant County, Texas, and being more particularly described in that certain Deed dated September 5, 1931 from T. Moriarty and Hester Moriarty to Tarrant County as recorded at Volume 1153, Page 559, Official Public Records, Tarrant County, Texas.



Dale Property Services, LLC

Tract 5

0.76400 acres, more or less, being situated in the M. de la Garza Survey, A-617, Tarrant County, Texas, and being more particularly described in that certain Deed dated August 31, 1931 from F.D. White and wife, Fay White to Tarrant County as recorded at Volume 1153, Page 233, Official Public Records, Tarrant County, Texas.

Tract 6

1.37000 acres, more or less, being situated in the J. Collett Survey, A-261, Tarrant County, Texas, and being more particularly described in that certain Deed dated May 21, 1931 from W.A. Trantham to Tarrant County as recorded at Volume 1139, Page 63, Official Public Records, Tarrant County, Texas.

As is frequently the case, early title to surveys in the State of Texas is sometimes vague. In the case of Tarrant County, some records were burned in the destruction of the Court House by fire in 1876, or else misplaced and never filed for record. Therefore, the records of Tarrant County do not show some transactions in title to the present owners, and may be clouded by the absence of the records.

Research for this project was conducted using Tarrant County records, Tarrant County Appraisal District Records, records of the Chesapeake Title Plant, Tarrant County District Court Records, and Tarrant County Probate Records. Research stopped at 5:00 P.M. on April 2, 2012. At such time, Tarrant County records were posted through March 23, 2012.

All maps, plats, and illustrations submitted with the runsheet(s) are intended for the sole purpose of assisting the examiner in visualizing the property.

**SEFW PROSPECT
WYATT CHAPARRALS UNIT
Mansfield Highway (a.k.a. U.S. Highway 287)**

About 3.69000 acres of land, more or less, being a portion of Mansfield Highway (a.k.a. U.S. Highway 287) created by the following source deeds.

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

Prepared By: **Brandon Scott**

1. Patent - PAT	4. Royalty Deed - RD	7. Oil Gas & Mineral Lease - OGM/L	10. Miscellaneous - MISC	13. Mortgage - MTG	16. Ratification - RAT	19. ___	22. ___
2. Warranty Deed - WD	5. Quitclaim Deed - QCD	8. Assignment - ASSG	11. Probate - PRO	14. Field Notes - FN	17. Deed of Trust - DT	20. ___	23. ___
3. Mineral Deed - MD	6. Release - REL	9. Amendment - AMEND	12. Suit	15. Subordination - SUB	18. Extension - EXT	21. ___	24. ___
Volume/Page	Instrument Type	Grantor/Lessor	Grantee/Lessee	Acres	Instr Date/Eff. Date	Filing Date	Remarks/Comments

Abstractor Notes: NMR stands for No Mineral Reservation.

Tract 1

1153-236	Deed	G.E. Chollar and wife, Agnes Sue Chollar	Tarrant County	0.275 acres	8/31/1931	9/14/1931	Out of the M. de la Garza Survey, A-617. NMR
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Tract 2

1150-79	Deed	H.C. Drinkard and wife, Alice Drinkard	Tarrant County	0.323 acres	8/31/1931	9/14/1931	Out of the M. de la Garza Survey, A-617. NMR
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Tract 3

1177-112	Deed	A.J. Mayfield and wife, Martha C. Mayfield	Tarrant County	0.323 acres	9/7/1932	10/29/1932	Out of the M. de la Garza Survey, A-617. NMR
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Tract 4

1153-559	Deed	T. Moriarty and Hester Moriarty	Tarrant County	0.640 acres	9/5/1931	10/12/1931	Out of the M. de la Garza Survey, A-617. NMR
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Tract 5

1153-233	Deed	F.D. White and wife, Fay White	Tarrant County	0.764 acres	8/31/1931	9/14/1931	Out of the M. de la Garza Survey, A-617. NMR
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Tract 6

1139-63	Deed	W.A. Trantham	Tarrant County	1.37 acres	5/21/1931	6/2/1931	Out of the J. Collett Survey, A-261. NMR
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Dale Property Services, LLC

500 Taylor St., Suite 600
Fort Worth, Texas 76102
(817) 451-5353

OWNERSHIP REPORT

PROSPECT: **SEFW**

REPORT DATE: **4/2/2012**

UNIT: **Wyatt Chaparrals**

RECORD DATE: **3/23/2012**

TARRANT COUNTY

STATE OF TEXAS

DESCRIPTION OF PROPERTY

About 3.69000 acres of land, more or less, being part of the right-of-way designated as Mansfield Highway (a.k.a. U.S. Highway 287), being that highlighted portion as shown on the attached map, lying within what has been designated as the Wyatt Chaparrals Unit, in Tarrant County, Texas, and being described in the following six (6) parcels of land:

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MINERAL OWNERSHIP

Name of Mineral Owner(s)	Interest	Net Acres	Leasehold and Expiration Date
Tarrant County Tract 1	100%	About 0.27500 acres, more or less	NO LEASE FOUND OF RECORD
Tarrant County Tract 2	100%	About 0.32300 acres, more or less	NO LEASE FOUND OF RECORD
Tarrant County Tract 3	100%	About 0.32300 acres, more or less	NO LEASE FOUND OF RECORD
Tarrant County Tract 4	100%	About 0.64000 acres, more or less	NO LEASE FOUND OF RECORD
Tarrant County Tract 5	100%	About 0.76400 acres, more or less	NO LEASE FOUND OF RECORD
Tarrant County Tract 6	100%	About 1.37000 acres, more or less	NO LEASE FOUND OF RECORD
TOTALS FOR MINERAL OWNERSHIP		About 3.69000 acres, more or less	

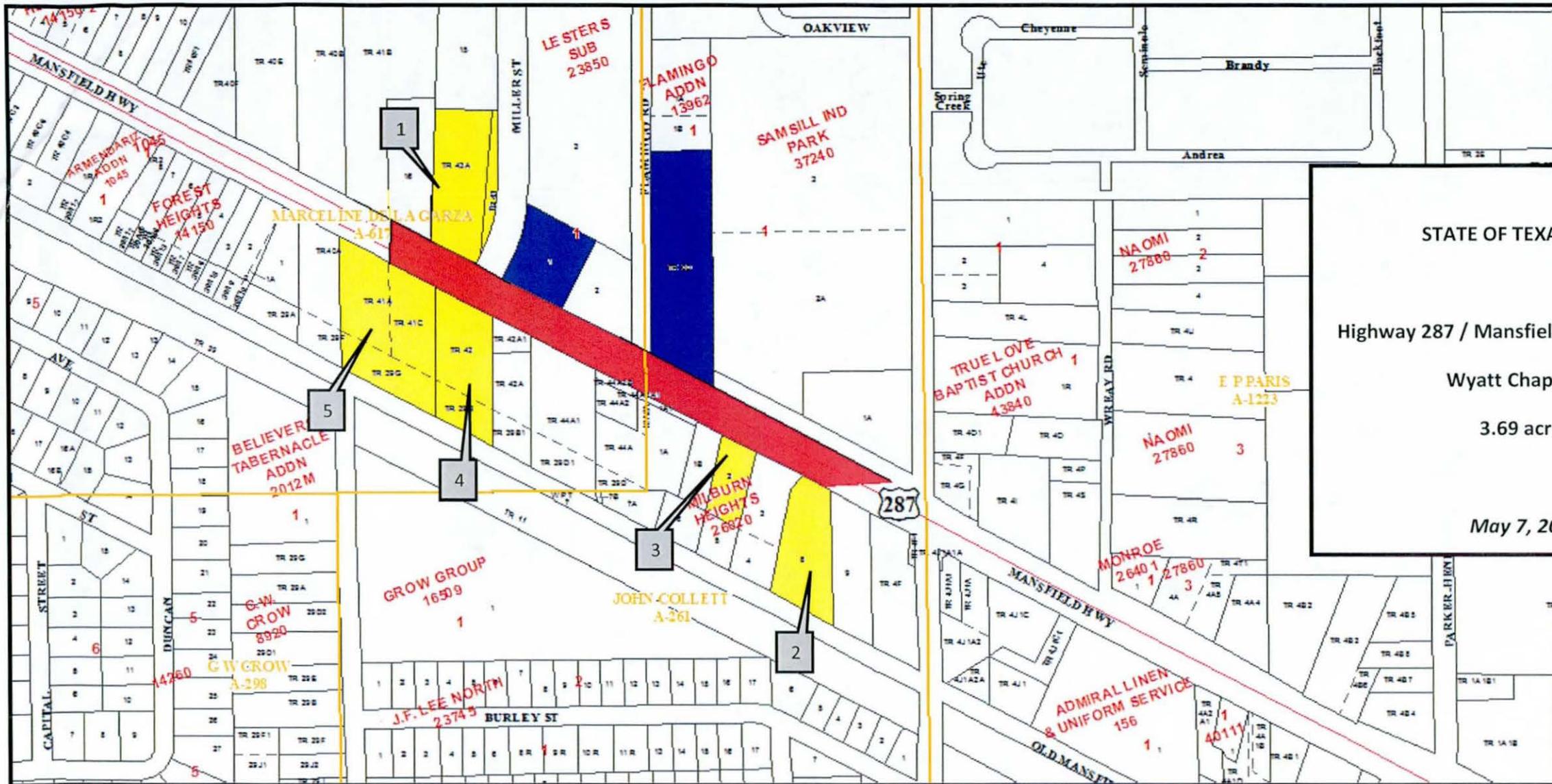
File No. 114226

Cover Letter @ Bonus @ Gas

Date Filed: 5/18/12

Jerry E. Patterson, Commissioner

By GH



STATE OF TEXAS LEASE

Highway 287 / Mansfield Highway R-O-W

Wyatt Chaparrals

3.69 acres

May 7, 2012

	Dale Property Services, LLC Leasehold		Third Party Leasehold		Highway 287 / Mansfield Highway R-O-W
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4

File No. 114226

Plea

Date Filed: 5/8/12

Jerry E. Patterson, Commissioner

By GH

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) Highway 287 / Mansfield Highway [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): \$ 15,072.04

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 7th day of May, 2012, by
Tara Harlan (name of Affiant).

Jean Paul Beebe
Notary Public's Signature

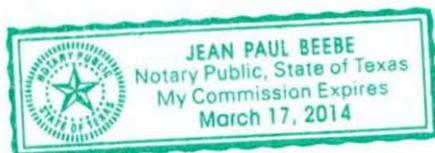


Exhibit A

Coordinating Map & Lease Number

1	Oil and Gas Lease Lessor: Jane Jordan Minor Lessee: Dale Property Services, LLC Recording Info: D208115513	Bonus Per Acre: \$5,003.00 Acreage: 0.333 Primary Term: 5 Royalty: 25% Shut-In Royalty: \$1.00
2	Oil and Gas Lease Lessor: TNB LP Lessee: Dale Property Services, LLC Recording Info: D208467149	Bonus Per Acre: \$15,000.00 Acreage: 0.864 Primary Term: 5 Royalty: 25% Shut-In Royalty: \$1.00
3	Oil and Gas Lease Lessor: Betty L T Carruthers Lessee: Dale Property Services, LLC Recording Info: D207384627	Bonus Per Acre: \$3,000.00 Acreage: 0.721 Primary Term: 3 Royalty: 25% Shut-In Royalty: \$1.00
4	Oil and Gas Lease Lessor: United Credit Inc Lessee: Dale Property Services, LLC Recording Info: D208135128	Bonus Per Acre: \$9,125.48 Acreage: 1.315 Primary Term: 5 Royalty: 25% Shut-In Royalty: \$1.00
5	Oil and Gas Lease Lessor: BNNC Inc. Lessee: Dale Property Services, LLC Recording Info: D208293542	Bonus Per Acre: \$15,072.04 Acreage: 1.874 Primary Term: 5 Royalty: 25% Shut-In Royalty: \$1.00

File No. 114226

Highest Consideration

Date Filed: 5/18/12

Jerry E. Patterson, Commissioner

By GA

2012
MAY
18

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 (4-99) - Paid Up
With 540 Acres Pooling Provision
PRIMARY LEASE

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

THIS LEASE AGREEMENT is made this 20th day of February, 2008, by and between

Jane J. Minor also known as Frieda Jane Minor, herein dealing in her sole and separate property as Lessor (whether one or more), whose address is

6200 Forest Hills Drive, Fort Worth, Texas 76119 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:

1.0 acres of land, more or less, out of the Marcelino De La Garza Survey, Abstract 617, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain plat recorded October 3, 1957, Agnes Rosenbaum, a widow and Dan S. Moriarty, and Raymond E. Moriarty, as Grantor and Elsie May Jordan and husband, D. R. Jordan, as Grantee, and recorded in Volume 4469, Page 645, of the Deed Records of Tarrant County, Texas.

in the county of Tarrant, State of TEXAS, containing 1.0 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 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 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.

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: Jane J. Minick
 Printed Name: JANE J MINICK

Signature: _____
 Printed Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS
 COUNTY OF TARRANT

This instrument was acknowledged before me on the 20th day of February, 2008, by

JANE MINICK, a widow herein dealing in her sole and separate property

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

STATE OF TEXAS
 COUNTY OF TARRANT
 ROSA M. VALENCIANO
 Notary Public, State of Texas
 My Commission Expires
 November 28, 2010
 This instrument was acknowledged before me on the _____ day of _____, 20____, by _____

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
 COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of _____ a _____ corporation, on behalf of said corporation.

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



2
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (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 28th day of August, 2008, by and between TNB, L.P., A TEXAS LIMITED PARTNERSHIP whose address is 4300 Mansfield Highway, Forest Hill, Texas 76119 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas, Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

LOT 8, BLOCK 2, MILBURN HEIGHTS ADDITION TO THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-154, PAGE 60, DEED RECORDS OF TARRANT COUNTY, TEXAS.

in the County of Tarrant, State of TEXAS, containing .864 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 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 of 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



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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 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 owned 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.

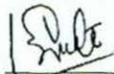
15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated 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.

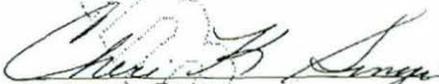
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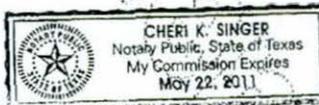

Bharatkumar Patel, Manager of NAMIR, L.L.C. as General Partner of TNB, L.P., a Texas Limited Partnership
8/28/08

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF ~~TARRANT~~ DALLAS

This instrument was acknowledged before me on the 28th day of August, 2008, by: Bharatkumar Patel, Manager of NAMIR, L.L.C. as General Partner of TNB, L.P., a Texas Limited Partnership


Notary Public, State of Texas
Notary's name (printed): CHERI K. SINGER
Notary's commission expires:



STATE OF _____
COUNTY OF _____

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

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



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

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

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

THIS AGREEMENT made this 13th day of September, 2007, between Betty Louise Turner Carruthers, a widow, Trustee of the Lewis C. Carruthers Exemption Equivalent Trust, Lessor (whether one or more), whose address is 4716 Trail Bend Circle, Fort Worth, Texas 76109, 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:

.721 acres of land, more or less, being all of lots 2 and 5, Block 1 out of the Milburn Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-K, Page 555, 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 Three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal One-fourth (1/4) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such One-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear One-fourth (1/4) 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-fourth (1/4) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, One-fourth (1/4) of the amount realized from the sale of gasoline or other products extracted therefrom and One-fourth (1/4) 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 of the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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

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

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

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any 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.

The Lewis C. Carruthers Exemption Equivalent Trust

Betty Louise Turner Carruthers

Betty Louise Turner Carruthers

As: Trustee

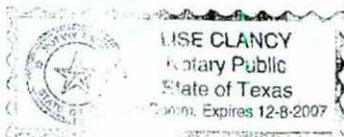
ACKNOWLEDGMENTS

STATE OF

COUNTY OF

This instrument was acknowledged before me on the 19th day of September, 2007.

by Betty Louise Turner Carruthers, a widow, Trustee of the Lewis C. Carruthers Exemption Equivalent Trust on behalf of said Trust



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



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 MULTIPLE LOTS

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

THIS LEASE AGREEMENT is made this 2nd day of April, 2008, by and between **United Credit Inc.**, as Lessor (whether one or more), whose address is **9535 Lechner Rd Fort Worth TX 76179**, 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:

See "Exhibit A" attached hereto and by reference made a part hereof.

in the county of Tarrant, State of TEXAS, containing 1.3150 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 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 hereafter 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 of 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.

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) United Credit Inc.

Signature: [Signature]
Printed Name: A. CHARLES COOK

Signature: _____
Printed Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the _____ day of _____, 20____ by _____

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 _____, 20____ by _____

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Tarrant
This instrument was acknowledged before me on the 02 day of April, 2008, by [Signature] of UNITED CREDIT INC. a TEXAS corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed): David Joseph Salas
Notary's commission expires: 7/27/11

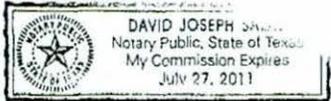


Exhibit A

THIS LEASE AGREEMENT is made this 2nd day of April, 2008, by and between

United Credit Inc., as Lessor (whether one or more), whose address is **9535 Lechner Rd Fort Worth TX 76179**, and **DALE PROPERTY SERVICES L.L.C.** **2100 Ross Ave Suite 1870 Dallas, Texas, 75201**, as Lessee.

A portion of the M. DE LA GARZA SURVEY, Abstract No. 617, situated about 7 miles Southeast from the Courthouse in Tarrant County, Texas;

BEGINNING at an iron in concrete in the South line of the right of way for U.S. Highway No. 287 for the Northwest corner of the tract conveyed to O. E. Templeton by the Deed recorded in Volume 2971, page 80 of the Tarrant County Deed Records;

THENCE South no degrees 33 minutes West, along a line for the West line of said Templeton tract, 336-2/10 feet to an iron in concrete for the Southwest corner of said Templeton tract in the South line of the tract conveyed to Mrs. Hester Moriarty by the deed recorded in Volume 1566, page 380, of said Deed Records, and being 92-5/10 feet Northerly at right angle from the track center of the H. & T. C. Railroad Company;

THENCE North 62 degrees West, along the said South line of Mrs. Hester Moriarty tract and parallel with said track center, a distance of 167-4/10 feet to a 1 inch iron at the Southeast corner of the tract conveyed to A. J. Mayfield by the deed recorded in Volume 3143, Page 430, of the Deed Records of Tarrant County, Texas, for the Southwest corner of said Mrs. Moriarty tract;

THENCE North no degrees 04 minutes West, along the East line of said Mayfield tract and continuing along the East line of the tract conveyed to the said A. J. Mayfield by the deed recorded in Volume 817, page 263, of said Deed Records, in all 338-1/10 feet to a 1 inch iron at its intersection with said South line of the right of way of U.S. Highway No. 287;

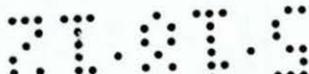
THENCE South 62 degrees East along said Highway right of way line, 171-5/10 feet to the PLACE OF BEGINNING, and containing 1-1605/10,000 acres;

SAVE AND EXCEPT that portion of said land awarded to the City of Fort Worth in Condemnation Proceedings in the County Court at Law of Tarrant County, Texas, in Cause No. 61714; and

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

Said Lands are hereby deemed to contain, **1.3150 acres, more or less.**

Official Document



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 17th day of July, 2008, by and between BNNC, INC., a Texas Corporation, whose address is 3726 West Davis Street, Fort Worth, Texas 75211 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas, Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

1.874 acres of land, more or less, being parcel of land, out of the M. De La Garza Survey, Abstract No. 627, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated August 21, 2002, by and between A. C. Cook and Dian Cook, as Grantor, and C. Chidi Osuagwu, as Grantee, and recorded in Instrument No. D203128282, of the Deed Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing 1.874 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 percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty-five percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest 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 recorded instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 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



D208293542

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 by 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 of 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 leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

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

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

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

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

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

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

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

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

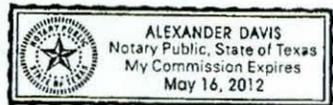
LESSOR (WHETHER ONE OR MORE)

By: CHIDI OSUAGWIE
[Signature]

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the 7th day of JULY, 2008, by: CHIDI OSUAGWIE



Alexander Davis
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 _____, 2008, by: _____

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



DEED RECORD VOLUME 1153

1153
236

explained to her she the said Pauline E. Knoy acknowledged such instrument to be her act and deed and declared she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 35th DAY OF August, A. D. 1931.

W. A. Fitts, Notary Public,
Tarrant County, Texas.

(L.S.)

FILED FOR RECORD SEPT 14, 1931, AT 9:05 A.M.

ORVILLE BEALL, COUNTY CLERK

RECORDED SEPT 15, 1931, AT 3:55 A.M.

BY Lattu & Kelly DEPUTY # 18343

TARRANT COUNTY, TEXAS.

REP
G. E. CHOLLAR ET UX }
TO DEED } STATE OF TEXAS
TARRANT COUNTY TEXAS } COUNTY OF TARRANT KNOW ALL MEN BY THESE PRESENTS:
PROJECT NO. 233 }

Green Solid

THAT WE, G. E. CHOLLAR and wife, AGNES SUB CHOLLAR of the County of Tarrant, State of Texas, for and in consideration of the sum of Two Hundred and Sixty (\$260.00) DOLLARS, to us in hand paid by Tarrant County in cash, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto said Tarrant County, State of Texas, all that certain strip or parcel of land for right of way required by the approved new location survey of the Fort Worth to Mansfield Highway over and across a 2 acre tract of land out of the M. De La Garza Survey, (the west 1/2 of said 2 acre tract heretofore conveyed to G. E. Chollar, by heirs of Mrs. Sue Kelly, by deed dated Aug 28-1931, and recorded in Vol. 1143, page 247, Tarrant County Deed Records, and the east 1/2 of said 2 acre tract heretofore conveyed to G. E. Chollar by H. O. Drankard by deed dated July 22, 1927, and recorded in Vol. 984, page 225, Tarrant County Deed Records; said strip or parcel of land being more particularly described as follows:

BEGINNING at a point on the center line of said new location survey at Station 459 + 40, said point also being in the west line of said 2 acre tract and lying 497.11' south and 890.01' west of the north east corner of the M. De La Garza Survey;

THENCE N 0° 00' E with the said west line 56.91' to a point 50' northerly from and at a right angle to Station 459 + 13 on the center line of said new location survey;

THENCE S 61° 28' E 50' northerly from and parallel to the center line of said new location survey 120.01' to a point in the east line of said 2 acre tract, 50' northerly from and at a right angle to Station 460 + 33 on the said center line;

THENCE S 0° 00' E with the said east line at 56.91' crossing the center line of said new location survey at Station 460 + 60 in all 113.31' to a point 50' southerly from and at a right angle to Station 460 + 87 on the said center line;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 120.01' to a point in the east line of said 2 acre tract, 50' southerly from and at a right angle to Station 459 + 57 on the said center line;

THENCE N 0° 00' E with the said east line 56.91' to the place of beginning containing in all 0.275 acres of land.

TO HAVE AND TO HOLD THE ABOVE DESCRIBED PREMISES, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Tarrant County, and its heirs and assigns forever; and we do hereby bind ourselves and our heirs and administrators to Warrant and Forever Defend, all and singular the said premises unto the said Tarrant County, and its heirs and assigns against every person whomsoever, lawfully claiming, or to claim the same

OF

any part thereof.

It is understood that Tarrant County contemplates the construction of a public road on the land herein described, and the consideration hereinabove mentioned includes any damages that might be sustained by the construction of said road to the abutting property owned by us.

WITNESS OUR HANDS, at Fort Worth, Texas, this the 31st day of August, A. D. 1931.

Geo. E. Chollar,
Agnes Sue Chollar.

STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, on this day personally appeared G.E. Chollar and wife, Agnes Sue Chollar 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 considerations therein expressed, and the said Agnes Sue Chollar wife of the said G.E. Chollar, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Agnes Sue Chollar acknowledged such instrument to be her act and deed and declared she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of August, A. D. 1931.

W. A. FITTE, Notary Public Tarrant County,
Texas.

(L.S.)

FILED FOR RECORD SEPT 14, 1931, AT 9:04 A.M.

ORVILLE BEALL, COUNTY CLERK

RECORDED SEPT 15, 1931, AT 9:15 A.M.

TARRANT COUNTY, TEXAS.

BY Latta & Latta DEPUTY # 18345

R.S.P.
WALGREEN TEXAS CO ET AL |
TO | AGREEMENT |
SCHNEE & SCHNEE, INC |

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable considerations, by each party hereto to the other party paid, receipt whereof is hereby acknowledged, it is covenanted and agreed that the certain lease dated November 2nd, 1929, heretofore entered into between Schnee & Schnee, Incorporated, a Connecticut corporation, as landlord, and Walgreen Texas, Co., ^{as tenant} and heretofore assigned by said landlord to Schnee & Schnee Inc., a Texas corporation, covering premises known and described as follows, to-wit:

A portion of the ground floor and a portion of the second and third floors of that certain three story brick building located at the Southeast Corner of Houston Street and Fifth Street, the area having a frontage of approximately 50 feet on Houston Street and a frontage of approximately 100 feet on Fifth Street, in the City of Ft. Worth, County of Tarrant and State of Texas.

be and the same is hereby cancelled and terminated as of July 31st, 1931.

IN WITNESS WHEREOF, Schnee & Schnee, Incorporated, has caused these presents to be executed by its President, attested by its Secretary, and its corporate seal hereunto affixed, Walgreen Texas, Co. has caused these presents to be executed by its Vice. Pres., attested by its Secretary and its corporate seal hereunto affixed, and Schnee & Schnee, Inc. has caused these presents to be executed by its President, attested by its Secretary and its corporate seal hereunto affixed this 31st day of July, 1931.

SCHNEE & SCHNEE, INCORPORATED
By Abraham G. Schnee, President.

DEED RECORD VOLUME 1177

1177
112

A.J. MAYFIELD, ET UX |
 TO: DEED | STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS:
 TARRANT COUNTY, TEXAS | COUNTY OF TARRANT |

gray solid

That we, A.J. Mayfield and wife Martha C. Mayfield of the County of Tarrant, State of Texas, for and in consideration of the sum of One Thousand and no/100 (\$1000.00) Dollars, to us in hand paid by Tarrant County, in cash, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto said Tarrant County, State of Texas, all that certain strip or parcel of land for right of way required by the approved new location survey of the Fort Worth to Mansfield Highway, over and across a 2 1/2 acre tract of land out of the M. De La Garza Survey, an undivided 1/2 interest heretofore conveyed to A.J. Mayfield by W.O. Arnold, by deed dated June 9th, 1921, and recorded in Vol. 668, Page 547, Tarrant County, Deed Records, and another undivided 1/2 interest heretofore conveyed to A.J. Mayfield by H.C. Drinkard by deed dated February 14th, 1926, and recorded in Vol. 817, page 263, Tarrant County Deed Records; said strip or parcel of land being more particularly described as follows:

BEGINNING at a point on the center line of said new location survey at Station 463+41, said point also being in the east line of said 2 1/2 acre tract, and lying 689.0' South and 537.6' west of the north east corner of the M. De La Garza Survey;

THENCE S 0°00' E with the east line of said 2 1/2 acre tract 56.9' to a point 50' southerly from and at a right angle to Station 463+68 on the center line of said new location survey;

THENCE N 61°28' W 50' southerly from and parallel to the center line of said new location survey 140.5' to a point in the west line of said 2 1/2 acre tract, 50' southerly from and at a right angle to Station 462+27.5 on the said center line;

THENCE N 0°00' E with the said west line at 56.9' crossing the center line of said new location survey at Station 462+00.5 in all 113.8' to a point 50' northerly from and at a right angle to Station 461+73.5 on the said center line;

THENCE S 61°28' E 50' northerly from and parallel to the center line of said new location survey 140.5' to a point in east line of the said 2-1/2 acre tract 50' northerly from and at a right angle to Station 463+14 on the said center line;

THENCE S 0°00' E with the said east line 56.9' to the place of beginning containing in all 0.323 acres of land.

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

It is understood that the State of Texas and Tarrant County contemplate the construction of a public road on the strip of ground herein conveyed; and the consideration hereinabove mentioned includes full and complete compensation not only for the land herein conveyed but also for any damage sustained and/or that may be sustained to the remainder of grantor's land by reason of the taking and use for highway purposes of the ground herein conveyed.

WITNESS OUR HANDS at Fort Worth, Texas, this the 7th day of September, 1932.

A.J. Mayfield
 Martha C. Mayfield

STATE OF TEXAS |
 COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, on this day personally appeared A.J. Mayfield, and Martha C. Mayfield of the County of Tarrant, State of Texas, 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 considerations therein expressed, and the said Martha C. Mayfield, wife of the said A.J. Mayfield, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Martha C. Mayfield signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of September, 1932.

(L.S.)

W.A. Fitts

Notary Public, Tarrant County, Texas.

FILED FOR RECORD OCTOBER 29, 1932, at 11:54 A.M.

RECORDED NOVEMBER 3, 1932, at 1:50 P.M. #16322.

ORVILLE BEALL, COUNTY CLERK

TARRANT COUNTY, TEXAS.

BY Geo. L. Masiers DEPUTY.

...

F.O. KETCHAM MORTGAGE CO. | STATE OF TEXAS |
TO REL. OF SECOND DEED OF TRUST | COUNTY OF DALLAS |
ROY BENSON ET UX |

WHEREAS, on the 26th day of September 1931, Roy S. Benson, and wife Edith Benson conveyed to F.O. Ketcham, Trustee a certain parcel of land briefly described as Lot 18, Block 8 of Berkley, an addition to the City of Fort Worth, Tarrant County, Texas, by instrument of record in Book 365, page 593, of the Deed of Trust Records of Tarrant County, Texas, to which reference is made; and,

WHEREAS, said instrument recites the execution of one installment note in the sum of \$184.99, executed by Roy S. Benson and wife, Edith Benson, and payable to the order of the F.O. Ketcham Mortgage Company; and,

WHEREAS, the undersigned, hereinafter called grantor, whether one or more, is the present legal owner and holder of said note;

NOW, THEREFORE, the grantor for and in consideration of the payment in full of all of the note described, said note being in the sum of \$184.99, payable in installments, the grantor does hereby release the lien securing same.

WITNESS THE NAME AND SEAL of the F.O. Ketcham Mortgage Company by its proper officers, hereunto set and affixed:

THIS 19th day of October, A.D. 1932.

(SEAL)

F.O. KETCHAM MORTGAGE COMPANY

By F.O. Ketcham

President.

ATTEST:
T.A. Blakeley
Assistant Secretary.

STATE OF TEXAS |

COUNTY OF DALLAS |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared F.O. Ketcham, President of the F.O. Ketcham Mortgage Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purpose and consideration herein expressed, and as the act and deed of said Company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of October, A.D. 1932.

DEED RECORD VOLUME 1153

STAFFORD-LAWSON CO. FORT WORTH, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared T. Moriarty and wife Hester Moriarty, 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 considerations therein expressed, and the said Hester Moriarty wife of the said T. Moriarty having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Hester Moriarty, acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5 day of Sept. A. D. 1931.

W. W. Miller, Notary Public Tarrant County, Texas.

(L.S.)

FILED FOR RECORD OCT 12, 1931, AT 3:40 P.M.

ORVILLE BEALL, COUNTY CLERK

RECORDED OCT 13, 1931, AT 2:30 P.M.

BY Ketty A Kelly DEPUTY # 20100

TARRANT COUNTY, TEXAS.

Bob

LHURA CONNER MCCASLIN ET VIR | THE STATE OF TEXAS
TO | RELEASE OF LIEN | KNOW ALL MEN BY THESE PRESENTS:
J C SCHNEIDER ET UX | COUNTY OF TARRANT

WHEREAS, on the 27th day of September, A. D. 1920, J. C. Schneider and wife, Martha Schneider, did execute one certain note, described as follows:

In the sum of two thousand dollars, due October 1, 1925, payable to Sallie A. Conner, and bearing interest at 8 per cent per annum from October 30th, 1920, and which said note is set out and described in a certain deed executed by Sallie A. Conner, et al, to J.C. Schneider and wife, Martha Schneider, and recorded in volume ___ page ___, records of Deeds of Tarrant County, Texas, and secured by the vendor's lien therein expressed, on the following described lot, or parcel of land, situated in the County of Tarrant, State of Texas, to-wit:

Lot No. Five (5), in the Sallie A. Conner Addition to the City of Fort Worth, Texas.

WHEREAS, said note was on August 23rd, 1928, renewed and extended by extension agreement J.O. Schneider, et ux, to Laura Conner McCaslin, recorded in Vol. 1027, page 525, Deed Records of Tarrant County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, Laura Conner McCaslin, joined herein by my husband, W. N. McCaslin, the owner and holder of said note, for and in consideration of the payment of said note aforesaid, the receipt of which whereof is hereby acknowledged, do hereby release and cancel the said lien and all liens held by Laura Conner McCaslin in and to said land, and confirm to the grantees in said Deed and their assigns, the title to the real estate above described.

WITNESS OUR HANDS, this 2nd day of September, A. D. 1931.

Laura Conner McCaslin,

W. N. McCaslin

THE STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, R. D. Stark, a Notary Public in and for Tarrant County, Texas, on this day personally appeared W. N. McCaslin, known to me to be the person

DEED RECORD VOLUME 1153

333

1153
233

FILED FOR RECORD SEPT 12, 1931, AT 12:32 P.M.

ORVILLE BEALL, COUNTY CLERK

RECORDED SEPT 14, 1931, AT 4:35 P.M.

TARRANT COUNTY, TEXAS.

BY *Lath. A. Lacey* DEPUTY # 18319

Es. 6

F. D. WHITE ET UX

STATE OF TEXAS

TO DEED

KNOW ALL MEN BY THESE PRESENTS:

TARRANT COUNTY, TEXAS.

COUNTY OF TARRANT

THAT WE, F. D. White and wife Fay White of the County of Tarrant, State of Texas, for and in consideration of the sum of One Thousand and No/100 (\$1000.00) DOLLARS to us in hand paid by Tarrant County in cash, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto said Tarrant County State of Texas, all of that certain strip or parcel of land for right of way required by the approval new location survey of the Fort Worth to Mansfield Highway, over and across a 7 1/2 acre tract of land out of the M. De. La Garza Survey said tract heretofore conveyed to F.D. White by Mrs. A. F. Murrell by deed dated May 5th, 1918, and recorded in Vol. 529, page 121, Tarrant County Deed Records; said strip or parcel of land being more particularly described as follows:

BEGINNING at a point on the center line of said new location survey at Station 469+53, said point also being in the east line of said 7 1/2 acre tract the same being the east line of the M. De La Garza Survey, and lying 921.0' south of its north-east corner;

THENCE S 0°00' E with said east line 56.9' to a point 50' southerly from and at a right angle to Station 469 + 80 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 333.0' to a point in the west line of said 7 1/2 acre tract, 50' southerly from and at a right angle to Station 466 + 47 on the said center line;

THENCE N 0° 00' E with said west line of 56.9' crossing the center line of said new location survey at Station 466 + 20 in all 117.8' to a point 50' northerly from and at a right angle to Station 465 + 93 on said center line;

THENCE S 61° 28' E 50' northerly from and parallel to said center line 333.0' to a point in the east line of the said 7 1/2 acre tract, the same being the east line of the M. De La Garza Survey, 50' northerly from and at a right angle to Station 469 + 26 on the said center line;

THENCE S 0° 00' E with said east line 56.9' to the place of beginning and containing in all 0.764 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Tarrant County, and its heirs and assigns forever; and we do hereby bind ourselves and our heirs and administrators to warrant and Forever Defend, all and singular the said premises unto the said Tarrant County, and its heirs and assigns against every person whomsoever, lawfully claiming, or to claim the same or any part thereof.

IT IS UNDERSTOOD that Tarrant County contemplates the construction of a public road on the land herein described, and the consideration hereinabove mentioned includes any damages that might be sustained by the construction of said road to the abutting property owned by us.

WITNESS OUR HANDS at Fort Worth, Texas, this the 31st day of August, A. D. 1931.

F. D. White,

Fay White.

STATE OF TEXAS

COUNTY OF TARRANT

*1/2 Now
50' x 1/2*

DEED RECORD VOLUME 1153

STAFF IN LOWDOWN COUNTY FORT WORTH 12345

BEFORE ME, the undersigned authority, on this day personally appeared, F. D. White, and wife, Fay White, 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 considerations therein expressed, and the said Fay White, wife of the said F. D. White, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Fay White acknowledged such instrument to be her act and deed, and declared she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st day of August, A.D. 1931.

W. A. Fitts, Notary Public Tarrant County, Texas.

(L.S.)

FILED FOR RECORD SEPT 14, 1931, AT 9:05 A.M. ORVILLE BEALL, COUNTY CLERK

RECORDED SEPT 15, 1931, AT 8:30 A.M.

BY Lothea A. Lally DEPUTY #18342 TARRANT COUNTY, TEXAS.

Rpt

ELIZA M ELLIOTT } STATE OF TEXAS
TO } RELEASE } COUNTY OF TARRANT
TARRANT COUNTY PROJ 201 }

WHEREAS, Tarrant County, contemplates a grade change on a road known as the Elliott Road, running north from the Fort Worth to Dallas Highway at Death Crossing;

WHEREAS, said Elliott Road passes along the east side of Block No. 1, in the Elliott Heights Addition to the City of Arlington, in Tarrant County, Texas, and in the W. W. Warnell Survey, as shown in Plat Book 210, page 43, Deed Records of Tarrant County, Texas; said Block No. 1 belonging to Mrs. Eliza M. Elliott

WHEREAS, the slopes of said Road will extend over and upon the aforesaid property of Mrs. Eliza M. Elliott, on a maximum of a 3:1 slope, and a minimum of approximately 5:1 slope

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) to me in hand paid, the receipt of which is hereby acknowledged, I have released and discharged Tarrant County from any and all claims for damages to the hereinabove described property and all improvements thereon, and from any and all claims for damages that may hereafter be caused in any manner by the grade change of said Elliott Road; it being the intention hereof to release Tarrant County from all claims which we have, may or could have by reason of said grade change on the said Elliott Road.

EXECUTED this 19 day of August, A. D. 1931.

Eliza M. Elliott.

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Eliza M. Elliott, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of August, A. D. 1931.

W. A. Fitts, Notary Public Tarrant County, Texas.

(L.S.)

FILED FOR RECORD SEPT 14, 1931, AT 9:05 A.M.

RECORDED SEPT 15, 1931, AT 8:35 A.M.

1139
63

THE STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State
aforesaid, on this day personally appeared John E. Quarles, President of John E. Quarles Company,
a corporation, known to me to be the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the purposes and consideration therein ex-
pressed; and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of May, A. D., 1931.

W. W. BARRETT, NOTARY PUBLIC

IN AND FOR TARRANT COUNTY, TEXAS.

L. S.

FILED FOR RECORD JUNE 2, 1931 at 2:25 P. M.

#11911

RECORDED JUNE 3, 1931 at 10:20 A. M.

ORVILLE BEALL, COUNTY CLERK
TARRANT COUNTY, TEXAS.

BY Frances Bell DEPUTY.

W. A. TRANTHAM ET UX | STATE OF TEXAS |
TO | DEED | |
TARRANT COUNTY, TEXAS. | COUNTY OF TARRANT | KNOW ALL MEN BY THESE PRESENTS:

That I, W. A. Trantham, of the County of Tarrant, State of Texas, for and in consider-
ation of the sum of Five Hundred and No/100 (\$500.00) Dollars to us in hand paid by Tarrant
County in cash, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed,
and by these presents do Grant, Sell and Convey, unto said Tarrant County, State of Texas, all
that certain strip or parcel of land required for right of way by the approved new location
survey of the Fort Worth to Mansfield Highway, over and across the southwest corner of a 19.2
acre tract of land out of the J. Collett Survey, said tract heretofore conveyed to W. A. Tran-
tham by S. H. Chapman, by deed dated June 9, 1904, and recorded in Vol. 206, Page 241, Tarrant
County Deed Records, said strip or parcel of land being more particularly described as follows:

BEGINNING at a point on the center line of said new location survey at Station 469 +
53, said point being in the West line of the said 19.2 acre tract and the west line of the J.
Collett Survey, the same being the east line of the M. De La Garza Survey and lying 981.0'
south of its northeast corner;

THENCE N 0°00' E with said line 56.9' to a point in the northerly right of way line
50' northerly from and at a right angle to Station 469 + 26 on the center line;

THENCE S 61°28' E 50' northerly from and parallel to said center line 716.0' to a point
in the south line of said 19.2 acre tract, 50' northerly from and at a right angle to Station
476 + 42 on the center line of said new location survey;

THENCE N 90° 00' W with the said south line at 104.7' crossing the center line of said
new location survey at Station 475 + 50 in all 209.3' to a point 50' southerly from and at a
right angle to Station 474 + 58 on the said center line;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new lo-
cation survey 478.0' to a point in the west line of the said 19.2 acre tract, 50' southerly from
and at a right angle to Station 469 + 80 on the center line;

THENCE N 0°00' E with said west line 56.9' to the place of beginning containing in all
1.37 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the said Tarrant County, and its
heirs and assigns forever; and we do hereby bind ourselves and our heirs and administrators to

DEED RECORD VOLUME 1139

Warrant and Forever Defend, all and singular the said premises unto the said Tarrant County, and its heirs and assigns, against every person whomeoever, lawfully claiming, or to claim the same or any part thereof.

It is understood that Tarrant County contemplates the construction of a public road on the land herein described, and the consideration hereinabove mentioned includes any damages that might be sustained by the construction of said road to the abutting property owned by us.

WITNESS OUR HANDS, at Fort Worth, Texas, this the 21st day of May, A. D., 1931.

W. A. TRANTHAM

STATE OF TEXAS []
COUNTY OF TARRANT []

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of May, A. D., 1931.

W. A. FITTS, NOTARY PUBLIC
TARRANT COUNTY, TEXAS.

L. S.

FILED FOR RECORD JUNE 2, 1931 at 1:41 P. M. #11900
RECORDED JUNE 3, 1931 at 10:40 A. M.

ORVILLE BEALL, COUNTY CLERK
TARRANT COUNTY, TEXAS.

By Frances Bell DEPUTY.

R. A. MAXEY ET UX [] STATE OF TEXAS []
TO [] DEED [] []
TARRANT COUNTY, TEXAS [] COUNTY OF TARRANT [] KNOW ALL MEN BY THESE PRESENTS:

That we, R. A. Maxey and wife, Lyla Jean Maxey of the County of Tarrant, State of Texas, for and in consideration of the sum of Four Hundred Fifty Three & 60/100 (\$453.60) Dollars, to us in hand paid by Tarrant County, in cash, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto said Tarrant County, State of Texas, all that certain strip or parcel of land for right of way required by the approved new location survey of the Fort Worth to Mansfield Highway, over and across a 19.75 acre tract of land out of the E. P. Farris Survey, said tract heretofore conveyed to R. A. Maxey by H. T. and Nellie Maxey by deed dated November 6, 1922, and recorded in Vol. 756, Page 217, Tarrant County Deed Records; said strip or parcel being more particularly described as follows:

BEGINNING at a point on the center line of said new location survey at Station 499 + 77.9, said point also being in the west line of the said 19.75 acre tract, and lying 188.0' north and 632.3' west of the south east corner of the E. P. Farris Survey;

THENCE N 0° 00' E with the said west line 56.9' to a point 50' northerly from and at a right angle to Station 499 + 50.9.

THENCE S 61° 28' E 50' northerly from and parallel to the center line of said new location survey 225.0' to a point 50' northerly from and at a right angle to Station 501 + 75.9 on the said center line, said point being the beginning of a curve to the left at which point said curves center bears N 28° 32' E 879.1';

THENCE Continuing around said curve in an easterly direction 434.7' to a point where said curve ends;

THENCE N 9° 00' E 12.5' to a point;

THENCE S 0° 00' E at 15.0' crossing the north fence line of a 30' public road in all 30'

6

File No. 174226

Project Details

Date Filed: 5/14/12

Jerry E. Patterson, Commissioner

By JA



MF 114226



STATE OF TEXAS
1700 N CONGRESS AVE
AUSTIN, TX 78701-0000

**TRANSFER DIVISION
ORDER**

Property Number:	634462	Owner Number:	646157
Property Name:	MCCULLEY-PARIS 1H	Interest Type:	2
Operator:	CHESAPEAKE OPERATING LLC	<u>Unit Interest:</u>	
County, St:	TARRANT, TX	BPO	0.00049205
Unit Gross Acres:	435	<u>Unit Interest:</u>	
Legal Desc:	434.603 ACRES; E P PARRIS, A-1	APO	0.00041705
Title Requirement:	See Attached	<u>Unit Interest:</u>	
Lease Number:	42-051326-000	APO 2	0.00041705
Effective Date:	05/13/2013	Pay Status:	SM

API 439-36585

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

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

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

Payor may accrue proceeds until the total amount equals 25, or pay annually, whichever occurs first, or as required by applicable state statute.

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

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

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

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

COPY FOR YOUR RECORDS

Owner No: 646157
Int Type: 2

Owner: STATE OF TEXAS



COMMENTS

FOR 11/15 PROD TRANSFER INTEREST AND REDISTRIBUTE ANY/ALL SUSP TO PARTY BELOW PLACING IN PAY PER SAME OWNER/COMBINE.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

June 16, 2016

Patel Bindu
Division Order Analyst
Chesapeake Operating, Inc.
PO BOX 18496
Oklahoma City, OK 73154-0496

Re: State Lease Nos. MF114226 and MF114227 McCulley-Paris 1H (Unit 7614)

Dear Mr. Bindu:

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

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

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

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

Thank you,

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

File No. MF 114226
Division Order

Date Filed: 6-20-16
George P. Bush, Commissioner
By VH

HROW unit
 7614
 replacing unit
 6474
 (move to historical
 GIS)

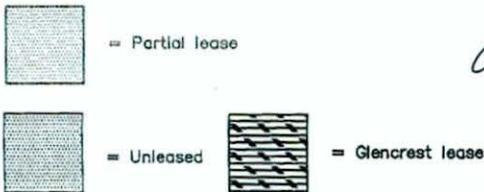
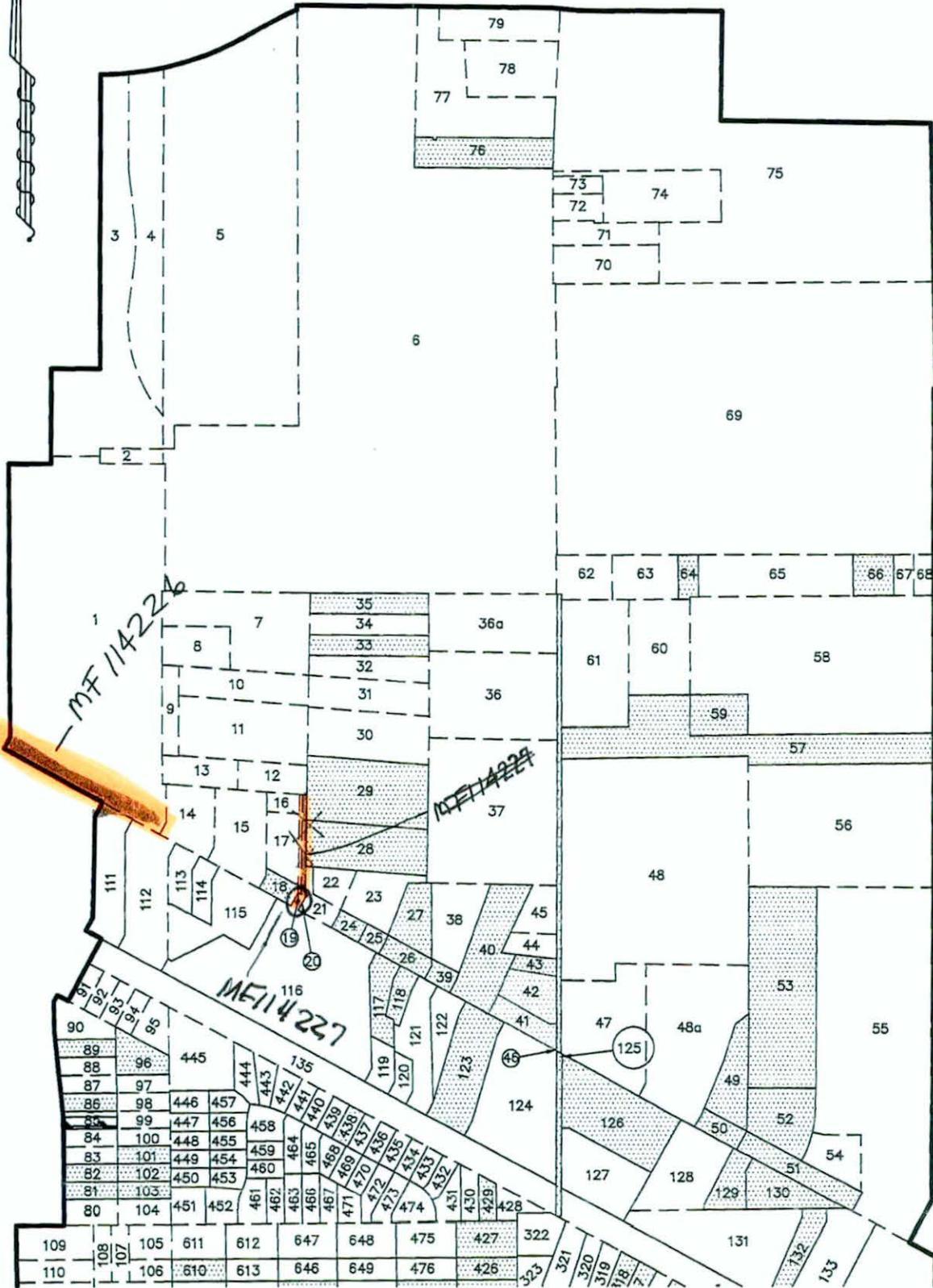


REGISTERED PROFESSIONAL SURVEYORS
HERBERT S. BEASLEY
LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
 • CONSTRUCTION SURVEYING

P. O. BOX 8873
 FORT WORTH, TEXAS 76124

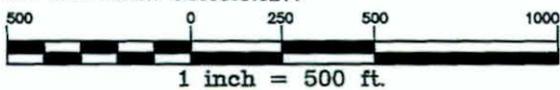
METRO 817-429-0194
 FAX 817-446-5488



*detail page
 see next page*

Page 2 of 6

Basis of Bearings: NAD27 Texas North Central Zone.
 Grid Scale Factor: 0.99986515244



As-Drilled Plat
McCulley Paris 1H
CHESAPEAKE OPERATING, INC.
363.565 Leased Acre McCulley Paris
 Fort Worth, Tarrant County, Texas

Chesapeake Operating, Inc., McCulley Paris, Well 1H, is located 798' FNL and 1,039' FWL of the E. P. Parris Survey, Abstract No. 1223, Fort Worth, Tarrant County, Texas.

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

Total Acreage - 434.603 ac.
Total Unleased Acreage - 71.038 ac.
Total Leased Acreage - 363.565 ac.

NAD83 TxNC-SHL
N: 6934000.793
E: 2351150.663
LAT: 32.683865°
LON: -97.256227°

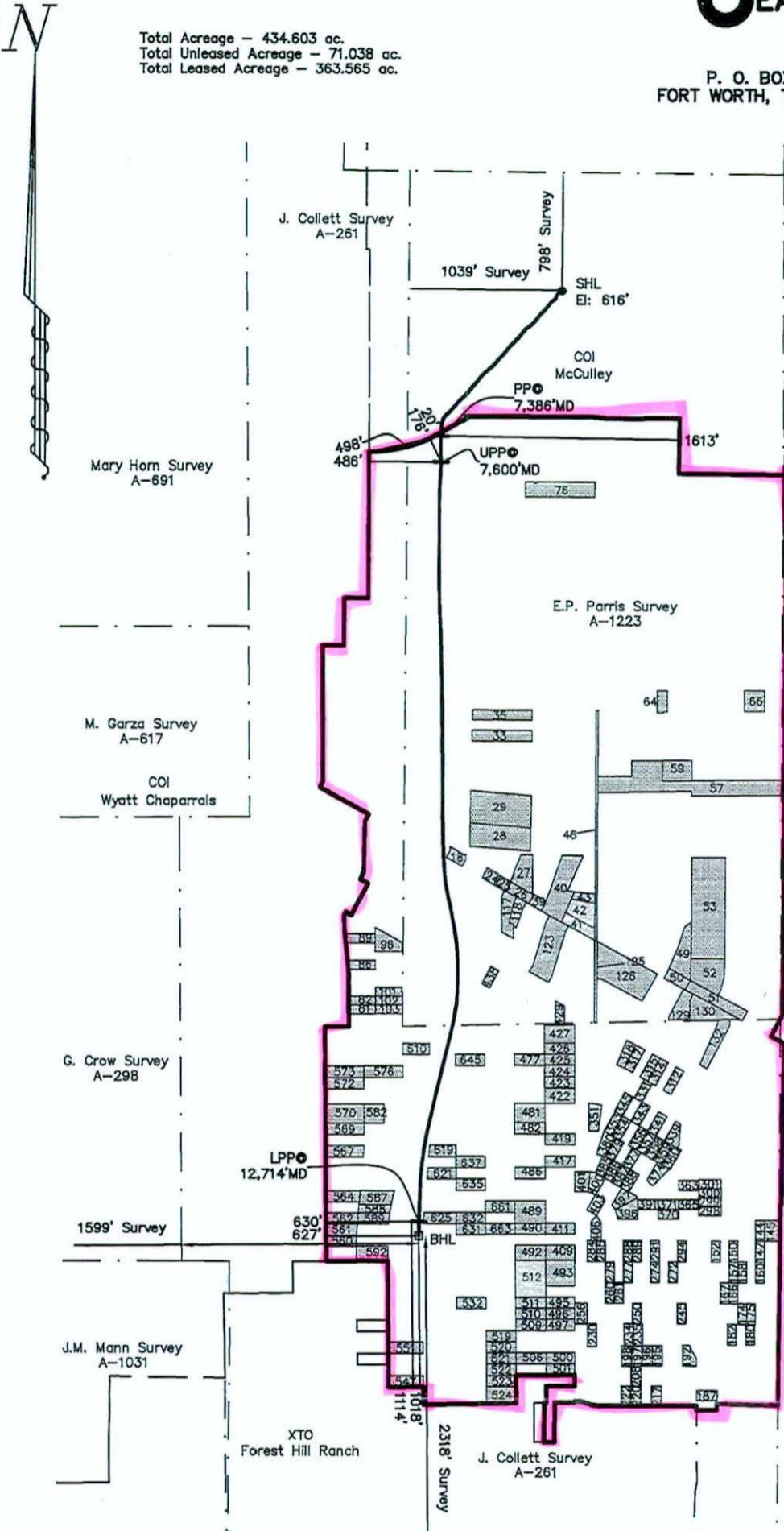
NAD27 TxNC-SHL
X: 2075090.818
Y: 370095.799
LAT: 32.683733°
LON: -97.255936°

NAD27 TxNC-PP
X: 2074271.065
Y: 369124.331
LAT: 32.681067°
LON: -97.258606°

NAD27 TxNC-UPP
X: 2074270.356
Y: 368950.027
LAT: 32.680589°
LON: -97.258611°

NAD27 TxNC-LPP
X: 2074130.265
Y: 363880.057
LAT: 32.666653°
LON: -97.259103°

NAD27 TxNC-BHL
X: 2074128.243
Y: 363783.496
LAT: 32.666386°
LON: -97.259111°



D. Strickland Survey
A-1376

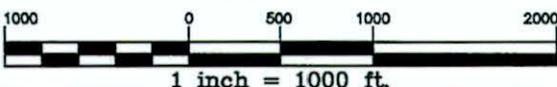


Prepared 3 April 2013

Page 1 of 6

= Partial leases
 = Unleased

Basis of Bearings: NAD27 Texas North Central Zone.
Grid Scale Factor: 0.99986515244



As-Drilled Plat
McCulley Paris 1H
CHESAPEAKE OPERATING, INC.
363.565 Leased Acre McCulley Paris
Fort Worth, Tarrant County, Texas

CHK-McCulley Paris 1H asb.dwg

Pooling Committee Report

To: School Land Board UPA158910
Date of Board Meeting: Unit Number: 7614
Effective Date: 08/14/2014
Unit Expiration Date:
Applicant: Chesapeake Operating, inc.
Attorney Rep:
Operator: CHESAPEAKE ENERGY CORP., OKLAHOMA CITY
Unit Name: McCaulley Paris
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>
HROW	MF114226	0.25000000	07/17/2013	1 years	3.690000	0.617000	0.00035492
HROW	MF114227	0.25000000	07/17/2013	1 years	2.905980	0.148000	0.00008514

Private Acres:	433.838000
State Acres:	0.765000
Total Unit Acres:	434.603000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	0.18%
State Net Revenue Interest:	0.04%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	



Highway Right-of-Way Unit Designation Form

Texas General Land Office
George P. Bush, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

Unit 7614

replacing unit 6474

OPERATOR INFORMATION

Contact Name Jerad Rhodes Phone (405) 935-1369

Name of Pooled Unit McCulley Paris

Operator of Pooled Unit Chesapeake County Tarrant

Effective Date of Unit Declaration: August 14, 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 114226	7/17/2012	1 year	25%	3.69	0.617
MF 114427	9/11/2012	2 years	25%	0.148	0.148

Total Unit Acreage 434.603 Ac.

Total HRWO Acreage In Unit 0.765 Ac.

Total Private (non-state) Acreage In Unit 433.838 Ac.

State's Royalty Revenue Interest in Unit:	0	0	0	0	4	4	0	0	6
--	---	---	---	---	---	---	---	---	---

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 _____ Base Depth _____

If pooling a Formation(s) please list Formation Name: Barnett

RRC Field Name(s): Barnett Shale

UNIT WELL(S)

API # 4243936585 RRC ID# 735445

API # _____ RRC ID# _____

API # _____ RRC ID# _____

API # _____ RRC ID# _____

Electronically Recorded

Tarrant County Texas

Official Public Records

8/9/2012 3:27 PM

D212195162

Mary Louise Garcia

PGS 22 \$100.00

Mary Louise Garcia, Declarer
DECLARATION OF POOLED UNIT
MCCULLEY-PARIS UNIT

Submitter: SIMPLIFILE

STATE OF TEXAS)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

L0639056

Electronically Recorded
Chesapeake Operating, Inc.

This Declaration of Pooled Unit is executed to be effective as of August 14, 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 **434.603 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 "**McCulley-Paris**".

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

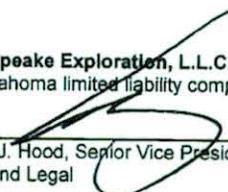
consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard 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




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

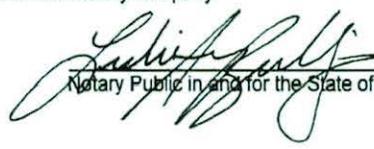
Fabien Colmet Daage
Vice President, Business Development & Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 6 day of August, 2012, by Henry J. Hood, as Senior Vice President - Land and Legal of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, on behalf of said limited liability company.




Notary Public in and for the State of Oklahoma

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 in and for the State of Texas

Quicksilver Resources, Inc.

By: _____
Clay Blum – Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
) §
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2012, by Clay Blum, Vice President of **Quicksilver Resources, Inc.**, on behalf of said company.

Notary Public in and for the State of Texas

MFK Energy, L.L.C.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
) §
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2012, by _____ of **MFK Energy, LLC**, on behalf of said company.

Notary Public in and for the State of Texas

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the McCulley-Paris Unit dated the effective date of August 14, 2012.
 Descriptions are, more or less, as described in the following leases insofar and only insofar as said lease covers lands described in Exhibit "B" attached hereto.

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
36	42-004364-000	ZD PARTNERS LP	CHESAPEAKE EXPLORATION, L.L.C.	8/19/2011	D211206739
37	42-004364-000	ZD PARTNERS LP	CHESAPEAKE EXPLORATION, L.L.C.	8/19/2011	D211206739
61	42-004364-000	ZD PARTNERS LP	CHESAPEAKE EXPLORATION, L.L.C.	8/19/2011	D211206739
283	TX0025872-000	ABEL M. LOMAS	NEWARK CORE BARNETT, LLC	3/25/2011	D211141371
627	TX0025833-000	ABRAHAM SOLORIO	NEWARK CORE BARNETT, LLC	6/17/2011	D211164202
662	TX0421283-000	ADAN BARAJAS ETUX GUADALUPE ALCANTAR	CHESAPEAKE EXPLORATION, L.L.C.	12/7/2010	D211004503
591	TX0025840-000	ADOLFO CRUZ	NEWARK CORE BARNETT, LLC	1/5/2011	D211076628
648	TX0025850-000	ALAN LYNCH	NEWARK CORE BARNETT, LLC	12/14/2010	D211059845
229	42-050253-000	ALBERT C. WRIGHT	CHESAPEAKE EXPLORATION, L.L.C.	4/16/2012	D212100660
255	42-046528-000	ALBERT P. O'CONNOR	CHESAPEAKE EXPLORATION, L.L.C.	1/19/2012	D212016030
310	TX0025847-000	ALONZO HARDY	NEWARK CORE BARNETT, LLC	12/11/10	D211076635
114	TX0135408-000	ALS FURNITURE & APPLIANCES INC	DALE PROPERTY SERVICES, LLC	9/12/2008	D208448148
115	TX0135750-000	AL'S FURNITURE & APPLIANCES, INC.	DALE PROPERTY SERVICES, LLC	9/12/2008	D208450850
202	TX0025936-000	ALVALYNE S. EVANS	NEWARK CORE BARNETT, LLC	10/7/2011	D211255564
413	TX0421056-000	ANDRES VICTORES	CHESAPEAKE EXPLORATION, L.L.C.	10/25/2010	D210291137
594	TX0025891-000	ANITA D. GONZALES	NEWARK CORE BARNETT, LLC	6/24/2011	D211139429
367	GLENCREST LEASE	ANN BENNETT	GLENCREST RESOURCES	5/12/2008	D208199068
267	42-046420-001	ANNIE J MAYBERRY	CHESAPEAKE EXPLORATION, L.L.C.	1/17/2012	D212014001
154	42-047676-000	ANTHONY W. CAMPBELL	CHESAPEAKE EXPLORATION, L.L.C.	2/8/2012	D212032923
602	TX0125394-000	ANTONIO HERNANDEZ ETUX PAULINA GONZALEZ	DALE PROPERTY SERVICES, LLC	5/12/2008	D208231846
5	TX0436282-000	ARCTX MINERALS LLC	VANTAGE FORT WORTH ENERGY LLC	1/21/2011	D211039890
69	TX0436282-000	ARCTX MINERALS LLC	VANTAGE FORT WORTH ENERGY LLC	1/21/2011	D211039890
368	TX0025861-000	ARNULFO HERNANDEZ	NEWARK CORE BARNETT, LLC	6/17/2011	D211171207
392	TX0025860-000	ARNULFO HERNANDEZ	NEWARK CORE BARNETT, LLC	6/17/2011	D211171214
535	TX0025874-000	ARTEMIO LOPEZ JR. ET AL	NEWARK CORE BARNETT, LLC	8/19/2011	D211201472
100	42-046032-000	ARTHUR W. ARNOLD	CHESAPEAKE EXPLORATION, L.L.C.	1/12/2012	D212010703
143	TX0142980-000	ARTHURO ROSAS	DALE PROPERTY SERVICES, LLC	2/23/2010	D210044097
219	TX0025935-000	ASBERRY H. BEALER	NEWARK CORE BARNETT, LLC	2/6/2012	D211258654
128	TX0436247-000	AZHAR ABBAS	VANTAGE FORT WORTH ENERGY LLC	11/2/2010	D210278495

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
616	TX0095077-000	BARBARA J. MILLER	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2007	D210202542
514	TX0134716-000	BARTOLO T. GOMEZ ETUX SILVIA MARES	DALE PROPERTY SERVICES, LLC	4/1/2008	D208272574
414	TX0143528-000	BENNY E. JOHNSON	DALE PROPERTY SERVICES, LLC	3/22/2010	D210071697
505	TX0091374-000	BERTHA M. BUTLER	CHESAPEAKE EXPLORATION, L.L.C.	8/24/2007	D210248519
179	TX0111841-000	BILL J. RICHEY	DALE PROPERTY SERVICES, LLC	2/25/2008	D208080732
149	42-047675-000	BILLIE J. HOOD	CHESAPEAKE EXPLORATION, L.L.C.	2/8/2012	D212032924
350	TX0025918-000	BILLY B. MARKHAM	NEWARK CORE BARNETT, LLC	2/6/2012	D211269895
332	TX0025838-000	BOBBY L. CHANDLER	NEWARK CORE BARNETT, LLC	1/31/2011	D211076626
638	TX0420364-002	BRADLEY JAMES LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	D211056940
639	TX0420476-004	BRADLEY JAMES LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	D211056941
640	TX0420476-005	BRADLEY JAMES LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	D211056943
85	GLENCREST LEASE	BRAULIO MAGANA	GLENCREST RESOURCES	6/21/2008	D208303272
557	GLENCREST LEASE	BRAULIO MAGANA	GLENCREST RESOURCES	6/21/2008	D208326628
80	42-008096-000	BRENDA NAVARRO	CHESAPEAKE EXPLORATION, L.L.C.	10/4/2011	D211248328
352	TX0025900-000	BYRON L. NESBITT JR.	NEWARK CORE BARNETT, LLC	2/12/2011	D211142806
216	TX0150621-000	CAPITAL PLUS I LTD.	CHESAPEAKE EXPLORATION, L.L.C.	1/27/2011	D211037081
646	TX0150614-000	CAPITAL PLUS I LTD.	CHESAPEAKE EXPLORATION, L.L.C.	1/27/2011	D211037117
276	TX0137398-000	CAPITAL PLUS I LTD.	DALE PROPERTY SERVICES, LLC	3/2/2009	D209059631
614	TX0137402-000	CAPITAL PLUS I LTD.	DALE PROPERTY SERVICES, LLC	3/2/2009	D209059406
257	TX0025878-000	CAPITAL PLUS I LTD.	NEWARK CORE BARNETT, LLC	6/8/2011	D211155760
170	TX0423808-000	CARMEN L. MENDOZA	CHESAPEAKE EXPLORATION, L.L.C.	12/15/2010	D211010857
586	TX0025912-000	CAROLYN BATTLES	NEWARK CORE BARNETT, LLC	2/25/2011	D211100939
207	TX0025884-000	CELESTINO CAMPUZANO	NEWARK CORE BARNETT, LLC	11/27/2010	D211141408
484	TX0137983-000	CELSO G. PALACIOS	DALE PROPERTY SERVICES, LLC	3/16/2009	D209089723
74	TX0145414-000	CENTRAL ROYALTY INC	DALE PROPERTY SERVICES, LLC	6/2/2010	D210142267
548	TX0423803-000	CHARLES EDWARDS	CHESAPEAKE EXPLORATION, L.L.C.	1/11/2011	D211012590
131	42-002891-000	CHARLES HOLIDAY	CHESAPEAKE EXPLORATION, L.L.C.	6/29/2011	D211164264
329	TX0025922-000	CHARLES RYAN	NEWARK CORE BARNETT, LLC	9/24/2011	D211142795
469	TX0025889-000	CHARLES V. GAINES JR.	NEWARK CORE BARNETT, LLC	7/13/2011	D211182122
199	42-046489-000	CHARLES W. BROWNING	CHESAPEAKE EXPLORATION, L.L.C.	1/16/2012	D212014000
200	TX0025885-000	CHRISTOPHER L. COOK	NEWARK CORE BARNETT, LLC	11/10/2010	D211141407
94	42-002191-000	CLARENCE W. VAUGHN JR.	CHESAPEAKE EXPLORATION, L.L.C.	5/16/2011	D211133450
306	42-047463-000	CONNIE R. REINBURG	CHESAPEAKE EXPLORATION, L.L.C.	1/4/2012	D212028558

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
453	42-050675-000	COREY D JONES	CHESAPEAKE EXPLORATION, L.L.C.	5/7/2012	D212114171
10	TX0154007-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, L.L.C.	6/23/2011	D211156897
325	TX0025849-000	CRUZ C. JUAREZ	NEWARK CORE BARNETT, LLC	1/6/2011	D211059838
140	TX0125132-000	CYNTHIA MONTGOMERY	DALE PROPERTY SERVICES, LLC	3/26/2008	D208175176
201	TX0102588-000	D. C. BREEDLOVE	CHESAPEAKE EXPLORATION, L.L.C.	11/27/2007	D210248514 &
232	GLENCREST LEASE	DAISY YOUNG	GLENCREST RESOURCES	7/20/2008	D208335048
609	TX0139006-000	DAN HESTER & NANCY NEWMAN	DALE PROPERTY SERVICES, LLC	5/19/2009	D209140528
239	TX0025846-000	DANA M. HALL	NEWARK CORE BARNETT, LLC	7/19/2011	D211076634
44	TX0125829-000	DARRELL RICHARDSON	DALE PROPERTY SERVICES, LLC	6/13/2008	D208242266
95	TX0025910-000	DAVID ACREE	NEWARK CORE BARNETT, LLC	6/1/2011	D211141344
340	TX0138693-000	DAVID H. CASTRO ETUX LETICIA M. MARTINEZ	DALE PROPERTY SERVICES, LLC	5/6/2009	D209125305
326	42-002322-000	DAVID LAGAT	CHESAPEAKE EXPLORATION, L.L.C.	6/13/2011	D211147437
362	TX0025940-000	DAVID P. STEWART	NEWARK CORE BARNETT, LLC	2/11/2011	D211142797
14	TX0469360-003	DAVID TERRY	CHESAPEAKE EXPLORATION, L.L.C.	9/24/2010	D210264897
165	42-010742-005	DEBORAH ANN MOWERY	CHESAPEAKE EXPLORATION, L.L.C.	11/3/2011	D211295859
598	TX0139632-000	DEBORAH CANARY-MARSHALL	DALE PROPERTY SERVICES, LLC	6/30/2009	D209188331
408	TX0025954-000	DEBRA G. MELLO	NEWARK CORE BARNETT, LLC	05/20/11	D211162557
251	GLENCREST LEASE	DELOIS YARBROUGH	GLENCREST RESOURCES	5/17/2008	D208263441
372	42-007289-000	DEMETRIA POUX	CHESAPEAKE EXPLORATION, L.L.C.	8/3/2011	D211236630
110	TX0469623-003	DENNIS BROWN	CHESAPEAKE EXPLORATION, L.L.C.	11/3/2010	D210291152
165	42-010742-004	DENNIS PAUL COOK	CHESAPEAKE EXPLORATION, L.L.C.	11/2/2011	D211295864
7	TX0436188-000	DERYL W. MOWERY	VANTAGE FORT WORTH ENERGY LLC	9/2/2010	D210229294
209	TX0469621-000	DEWANDA L. CRAIG	CHESAPEAKE EXPLORATION, L.L.C.	10/27/2010	D210291139
502	TX0104574-000	DONALD A. JOHNSON	DALE PROPERTY SERVICES, LLC	12/17/2007	D208003371
231	TX0133366-000	DONALD BAILEY	DALE PROPERTY SERVICES, LLC	8/26/2008	D208345866
420	TX0133901-000	DONALD BAILEY	DALE PROPERTY SERVICES, LLC	8/26/2008	D208358566
176	TX0025915-000	DONALD H. MOON	NEWARK CORE BARNETT, LLC	2/27/2012	D211269894
177	TX0025916-000	DONALD H. MOON	NEWARK CORE BARNETT, LLC	2/27/2012	D211258653
171	TX0025945-000	DORIS COOK	NEWARK CORE BARNETT, LLC	4/12/2011	D211201476
246	42-050214-000	DWAYNE PEARSON	CHESAPEAKE EXPLORATION, L.L.C.	4/14/2012	D212100659
54	QUICKSILVER LEASE	DZIEM NGUYEN	QUICKSILVER RESOURCES, INC.	12/21/2010	D211034273
77	TX0139224-000	EDDIE SANDERS	DALE PROPERTY SERVICES, LLC	6/8/2009	D209159301
642	42-050907-000	EDUARDO RAUL PADILLA AND JUANE ESQUIBEL	CHESAPEAKE EXPLORATION, L.L.C.	5/29/2012	D212148887

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
479	TX0420473-000	EFRAIN ALMANZA	CHESAPEAKE EXPLORATION, L.L.C.	3/17/2011	D211067429
599	42-050279-000	EFRAIN RODRIGUEZ	CHESAPEAKE EXPLORATION, L.L.C.	4/20/2015	D212100661
292	TX0421046-000	EFRAIN VEGA	CHESAPEAKE EXPLORATION, L.L.C.	10/20/2010	D210291132
369	TX0421055-000	EFRAIN VEGA JR.	CHESAPEAKE EXPLORATION, L.L.C.	10/20/2010	D210291134
556	TX0137089-000	ELIODORO ELIZONDO JR.	DALE PROPERTY SERVICES, LLC	2/10/2009	D209042164
555	TX0136906-000	ELOY G. GONZALES	DALE PROPERTY SERVICES, LLC	1/24/2009	D209029691
475	TX0025947-000	EMMA E. LAPE ESTATE	NEWARK CORE BARNETT, LLC	12/11/2010	D211142800
516	TX0025952-000	EMMERZAIDA POMPA	NEWARK CORE BARNETT, LLC	1/29/2011	D211141398
515	TX0025951-000	EMMERZAIDA POMPA	NEWARK CORE BARNETT, LLC	8/19/2011	D211141397
302	TX0124929-000	ENRIQUE CAMPOS	DALE PROPERTY SERVICES, LLC	5/27/2008	D208212710
566	TX0111769-000	ENRIQUE F. HERNANDEZ	DALE PROPERTY SERVICES, LLC	12/18/2007	D208080692
649	TX0093992-000	ERNIE K. MILLER ETUX JUDITH A. REAR	DALE PROPERTY SERVICES, LLC	9/25/2007	D210248488
389	TX0025890-000	ERVEY GARCIA	NEWARK CORE BARNETT, LLC	6/14/2011	D211153543
105	TX0025942-000	ESTEVAN VASQUEZ	NEWARK CORE BARNETT, LLC	10/24/2011	D211269893
271	42-002888-000	EUGENIO MEJIA	CHESAPEAKE EXPLORATION, L.L.C.	6/29/2011	D211164262
165	42-010742-001	EVA MAE COOK	CHESAPEAKE EXPLORATION, L.L.C.	10/27/2011	D211295862
478	TX0423807-000	FABIAN MEDRANO	CHESAPEAKE EXPLORATION, L.L.C.	1/10/2011	D211014352
303	TX0127237-000	FABIOLA R. ANDRADE	DALE PROPERTY SERVICES, LLC	3/24/2008	D208237193
204	TX0025848-000	FELIPE HERRERA ETUX LETICIA PERES	NEWARK CORE BARNETT, LLC	11/14/2010	D210288193
91	TX0095890-000	FELIPE RODRIGUEZ	DALE PROPERTY SERVICES, LLC	8/23/2007	D207386898
487	GLENCREST LEASE	FELIX ALMANZA	GLENCREST RESOURCES	6/14/2008	D208282440
595	TX0420631-000	FERNANDO ALMANZA	CHESAPEAKE EXPLORATION, L.L.C.	3/18/2011	D211067434
402	TX0138755-000	FERNANDO ORTIZ	DALE PROPERTY SERVICES, LLC	5/7/2009	D209130042
596	GLENCREST LEASE	FILEBALDO MORALES	GLENCREST RESOURCES	8/19/2008	D208383475
215	TX0085501-000	FILIBERTO ROMERO	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2007	D207301833
11	TX0436240-000	FIRST TRUE LOVE MISSIONARY BAPTIST CHURCH INC	VANTAGE FORT WORTH ENERGY LLC	10/26/2010	D210267593
624	TX0025843-000	FLORENTINO GRANADOS	NEWARK CORE BARNETT, LLC	1/6/2011	D211076632
659	TX0025844-000	FLORENTINO GRANADOS	NEWARK CORE BARNETT, LLC	1/6/2011	D211076630
623	TX0025842-000	FLORENTINO GRANADOS	NEWARK CORE BARNETT, LLC	7/30/2011	D211076631
139	42-047097-000	FORT WORTH PLUMBERS & PIPE FITTERS JOINT APPR	CHESAPEAKE EXPLORATION, L.L.C.	1/24/2012	D212021324
244	TX0025879-000	FRANCISCA CARRILLO	NEWARK CORE BARNETT, LLC	2/12/2011	D211141382
183	TX0425056-000	FRANCISCO ESCALANTE	CHESAPEAKE EXPLORATION, L.L.C.	12/9/2010	D211010891
611	TX0086145-000	FRANK O. RODRIGUEZ	DALE PROPERTY SERVICES, LLC	8/7/2007	D210202570

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584	42-050278-000	FRANKIE J. BROWN	CHESAPEAKE EXPLORATION, L.L.C.	4/18/2012	D212100662
184	TX0107042-000	FREDI O. MARTINEZ	DALE PROPERTY SERVICES, LLC	1/9/2008	D208024654
165	42-010742-002	FULTON FLOYD COOK	CHESAPEAKE EXPLORATION, L.L.C.	11/2/2011	D211295861
241	TX0428896-000	G. PATRICK KEVLIN	CHESAPEAKE EXPLORATION, L.L.C.	1/6/2011	D211016832
540	42-050665-000	GABINO EMILLO	CHESAPEAKE EXPLORATION, L.L.C.	5/2/2012	D212114170
265	TX0025864-000	GARY W. WOODS	NEWARK CORE BARNETT, LLC	6/18/2011	D211182111
237	42-008366-000	GEORGE E. BLACKMAN	CHESAPEAKE EXPLORATION, L.L.C.	10/5/2011	D211254776
399	TX0025880-000	GEORGE L. HOOKS	NEWARK CORE BARNETT, LLC	4/11/2011	D211141389
227	TX0025896-000	GEORGE MITCHELL	NEWARK CORE BARNETT, LLC	6/8/2011	D211141418
14	TX0469360-001	GEORGIA R EDDINGS	CHESAPEAKE EXPLORATION, L.L.C.	9/24/2010	D210264899
278	TX0423481-000	GLENDA G. THOMPSON	CHESAPEAKE EXPLORATION, L.L.C.	1/10/2011	D211012591
243	42-046530-000	GLORIA J. FLENNY	CHESAPEAKE EXPLORATION, L.L.C.	1/18/2012	D212016031
601	TX0112261-000	GONZALO & BETTY BUSTAMANTE	DALE PROPERTY SERVICES, LLC	2/26/2008	D208085073
13	TX0436206-000	GORDON W. PIERCE	VANTAGE FORT WORTH ENERGY LLC	9/22/2010	D210266265
404	TX0025917-000	HARRIETT A. BRANTLEY & ANNJANETTE L. PERRY	NEWARK CORE BARNETT, LLC	2/17/2012	D211258652
382	42-047297-000	HARRY BRADSHAW	CHESAPEAKE EXPLORATION, L.L.C.	2/7/2012	D212016919
529	TX0025944-000	HECTOR J. JASSO ETUX JOANNA RODRIGUEZ	NEWARK CORE BARNETT, LLC	3/9/2011	D211141373
412	TX0025909-000	HELEN M. ZUBIA	NEWARK CORE BARNETT, LLC	1/31/2011	D211141392
313	TX0025862-000	HERMAN HESLIP	NEWARK CORE BARNETT, LLC	7/7/2011	D211171208
138	TX0140139-000	HILL STAR, LLC	DALE PROPERTY SERVICES, LLC	7/17/2009	D209219951
536	42-046901-000	HIS HOUSE OF PRAYER	CHESAPEAKE EXPLORATION, L.L.C.	1/11/2012	D212008205
628	42-046901-000	HIS HOUSE OF PRAYER	CHESAPEAKE EXPLORATION, L.L.C.	1/11/2012	D212008205
65	TX0145421-000	HIXLO LTD.	DALE PROPERTY SERVICES, LLC	6/2/2010	D210142255
68	TX0145421-000	HIXLO LTD.	DALE PROPERTY SERVICES, LLC	6/2/2010	D210142255
264	TX0025886-000	HOWARD DREWERY SR.	NEWARK CORE BARNETT, LLC	6/15/2011	D211153544
581	42-007110-000	IDEE CRAFT III	CHESAPEAKE EXPLORATION, L.L.C.	8/23/2011	D211234442
6	TX0436272-000	INDIAN CREEK PLNDV TX LLC	VANTAGE FORT WORTH ENERGY LLC	1/11/2011	D211015448
418	TX0025926-000	INOCENCIO HERRERA	NEWARK CORE BARNETT, LLC	2/23/2011	D211136378
330	TX0025852-000	IVANETTA H. MOUNDOUNGA	NEWARK CORE BARNETT, LLC	3/14/2011	D211076637
407	TX0138541-000	J. E. BAIN	DALE PROPERTY SERVICES, LLC	4/21/2009	D209111307
563	TX0138323-000	J. TRINIDAD PALOMARES	DALE PROPERTY SERVICES, LLC	4/3/2009	D209102306
299	TX0420489-000	JACK C. THOMASON & UNLEASED (GARY L. THOMASO	CHESAPEAKE EXPLORATION, L.L.C.	1/31/2011	D211047677
366	TX0025929-000	JACKEY L. HORD	NEWARK CORE BARNETT, LLC	12/13/2010	D211141404

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485	TX0102207-000	JAMES AND NANETTE TILLMAN	CHESAPEAKE EXPLORATION, L.L.C.	10/16/2007	D207437077
525	TX0085496-000	JAMES BUTLER	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2007	D210202551
112	TX0436281-000	JAMES C. DYER	VANTAGE FORT WORTH ENERGY LLC	1/20/2011	D211019437
309	42-000970-000	JAMES CUSHMAN	CHESAPEAKE EXPLORATION, L.L.C.	5/16/2011	D211122993
72	42-006697-000	JAMES CUSHMAN	CHESAPEAKE EXPLORATION, L.L.C.	9/12/2011	D211229124
338	TX0420474-000	JAMES E. BRANUM	CHESAPEAKE EXPLORATION, L.L.C.	3/30/2011	D211082373
233	TX0025851-000	JAMES E. MILES	NEWARK CORE BARNETT, LLC	11/6/2010	D210288196
258	TX0025845-000	JAMES G. HALE	NEWARK CORE BARNETT, LLC	1/20/2011	D211076633
188	TX0025914-000	JAMES JOHNSON JR.	NEWARK CORE BARNETT, LLC	2/18/2012	D211258611
613	TX0025839-000	JAMES L. CRAWFORD	NEWARK CORE BARNETT, LLC	2/12/2011	D211076627
394	TX0469467-000	JAMES N. MATHIS	CHESAPEAKE EXPLORATION, L.L.C.	10/14/2010	D210264909
79	TX2209272-000	JAMES P. MCCULLEY	CHESAPEAKE EXPLORATION, L.L.C.	5/3/2007	D207187540
349	TX0025883-000	JAMES R. BURNS	NEWARK CORE BARNETT, LLC	3/4/2011	D211141412
262	42-047292-000	JAMES R. DOWNES	CHESAPEAKE EXPLORATION, L.L.C.	2/25/2012	D212016923
612	42-001889-002	JAMES SCHOFIELD	CHESAPEAKE EXPLORATION, L.L.C.	4/18/2011	D211129526
530	TX0085433-000	JAMES W. SMITHERMAN	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2007	D210202546
41	TX0114433-000	JANE J MINOR	DALE PROPERTY SERVICES, LLC	2/20/2008	D208115508
42	TX0114433-000	JANE MINOR	DALE PROPERTY SERVICES, LLC	2/20/2008	D208115508
155	42-047905-000	JASON B. GUTSCH	CHESAPEAKE EXPLORATION, L.L.C.	2/9/2012	D212038931
269	42-047905-000	JASON B. GUTSCH	CHESAPEAKE EXPLORATION, L.L.C.	2/9/2012	D212038931
638	42-000950-002	JASON GLEN LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/21/2011	D211072187
639	42-002257-001	JASON GLEN LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/22/2011	D211072186
640	42-000951-002	JASON GLEN LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	3/3/2011	D211072184
658	TX0420632-000	JAVIER ALMANZA	CHESAPEAKE EXPLORATION, L.L.C.	3/7/2011	D211063355
597	42-050436-000	JAVIER ALMANZA	CHESAPEAKE EXPLORATION, L.L.C.	4/24/2012	D212105025
421	42-009037-000	JAVIER E. RAMIREZ & CYNTHIA RAMIREZ	CHESAPEAKE EXPLORATION, L.L.C.	10/17/2011	D211256352
17	TX0436233-000	JAWDAT AND ARWA OBAID	DALE PROPERTY SERVICES, LLC	10/19/2010	D210262501
638	42-000950-001	JAY ALAN LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/22/2011	D211056948
639	TX0425058-000	JAY ALAN LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/22/2011	D211056950
640	TX0420476-002	JAY ALAN LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/22/2011	D211056949
142	TX0025867-000	JB-YOUNG LLC	NEWARK CORE BARNETT, LLC	7/25/2011	D211192553
41	TX0114434-000	JEAN J A/K/A FLORA JEAN KEMP	DALE PROPERTY SERVICES, LLC	2/20/2008	D208115509
546	TX0139763-000	JEANNA V. DRIVER	DALE PROPERTY SERVICES, LLC	7/3/2009	D209193761

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116	TX0137695-000	JEFFREY HO	CHESAPEAKE EXPLORATION, L.L.C.	3/5/2009	D209065514
252	TX0025871-000	JERRY B. MORRIS JR. & JESSE L. MORRIS	NEWARK CORE BARNETT, LLC	5/21/2011	D211141390
213	TX0142958-000	JESUS GARCIA	DALE PROPERTY SERVICES, LLC	2/8/2010	D210043884
348	42-046829-000	JIMMIE D. BORDEN	CHESAPEAKE EXPLORATION, L.L.C.	4/4/2012	D212016918
282	TX0025897-000	JIMMY L. MOWRER	NEWARK CORE BARNETT, LLC	6/8/2011	D211141414
106	TX0092371-000	JO ANN CANTRELL ASSIGNED TO DANNY M. CANTRELL	DALE PROPERTY SERVICES, LLC	8/21/2007	D210227086
110	TX0469623-002	JO ANNE JONES	CHESAPEAKE EXPLORATION, L.L.C.	11/3/2010	D210291149
121	TX0436214-000	JOHN C. CURRY	VANTAGE FORT WORTH ENERGY LLC	9/30/2010	D210268216
15	42-009689-000	JOHN D HINES	CHESAPEAKE EXPLORATION, L.L.C.	10/25/2011	D211260256
544	42-006412-000	JOHN T. SAYERS JR.	CHESAPEAKE EXPLORATION, L.L.C.	9/12/2011	D211228391
558	42-050277-000	JOHNNIE L. WHITE	CHESAPEAKE EXPLORATION, L.L.C.	4/19/2012	D212100663
316	42-046836-000	JOHNNY R. BAYLOR	CHESAPEAKE EXPLORATION, L.L.C.	2/7/2012	D212016922
163	TX0422786-000	JOLETA HUCKABEE	NEWARK CORE BARNETT, LLC	4/21/2011	D211141346
280	42-050213-000	JORGE CASILLAS	CHESAPEAKE EXPLORATION, L.L.C.	4/14/2012	D212100658
653	TX0420475-000	JORGE GUILLEN & ALEJANDRO GUILLEN	CHESAPEAKE EXPLORATION, L.L.C.	1/18/2011	D211030007
577	TX0025928-000	JORGE L. LEAL	NEWARK CORE BARNETT, LLC	6/4/2011	D211142799
622	TX0087238-000	JORGE VILCHIS	CHESAPEAKE EXPLORATION, L.L.C.	8/14/2007	D210248503
88	NEWARK LEASE	JOSE & ELIZABETH CHAGOYA	NEWARK CORE BARNETT, LLC	7/13/2011	D211182120
186	GLENCREST LEASE	JOSE A. CANTU	GLENCREST RESOURCES	5/31/2008	D208221972
268	TX0025873-000	JOSE A. LOPEZ	NEWARK CORE BARNETT, LLC	11/10/2011	D211162552
539	TX0101278-000	JOSE C. GARCIA	CHESAPEAKE EXPLORATION, L.L.C.	9/25/2007	D210264911
665	TX0101278-000	JOSE C. GARCIA	CHESAPEAKE EXPLORATION, L.L.C.	9/25/2007	D210291092
583	TX0025943-000	JOSE FRANCO ETUX CONCEPCION SANCHEZ	NEWARK CORE BARNETT, LLC	1/12/2011	D211155751
574	42-009158-000	JOSE G. GONZALEZ	CHESAPEAKE EXPLORATION, L.L.C.	10/17/2011	D211258880
190	TX0025836-000	JOSE L. ALDABA	NEWARK CORE BARNETT, LLC	11/11/2010	D210288189
211	TX0092998-000	JOSE L. BECERRA	CHESAPEAKE EXPLORATION, L.L.C.	9/25/2007	D207365015
293	TX0421052-000	JOSE L. BRENA	CHESAPEAKE EXPLORATION, L.L.C.	10/20/2010	D210291133
185	TX0025866-000	JOSE L. OLVERA	NEWARK CORE BARNETT, LLC	5/15/2011	D211192560
122	42-002640-000	JOSE L. TORRES	CHESAPEAKE EXPLORATION, L.L.C.	6/15/2011	D211152305
295	42-048193-000	JOSE M. SALVADOR	CHESAPEAKE EXPLORATION, L.L.C.	2/18/2012	D212043303
162	TX0421044-000	JOSE ORTIZ ETUX ANGELICA ALVARADO	CHESAPEAKE EXPLORATION, L.L.C.	11/4/2010	D210291154
146	TX0025950-000	JOSE S. VELASQUEZ	NEWARK CORE BARNETT, LLC	7/21/2011	D211141393
612	42-001889-001	JOSEPH K SMITH	CHESAPEAKE EXPLORATION, L.L.C.	4/20/2011	D211101762

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498	TX0025837-000	JUAN ARREDONDO	NEWARK CORE BARNETT, LLC	12/19/2010	D211076622
249	TX0025871-000	JUAN F. DELAROSA	CHESAPEAKE EXPLORATION, L.L.C.	3/16/2011	D210233271
620	TX0091582-000	JUAN GRANADOS	DALE PROPERTY SERVICES, LLC	8/28/2007	D212114640
626	TX0092475-000	JUAN GRANADOS	DALE PROPERTY SERVICES, LLC	8/28/2007	D210258923
415	42-046031-000	JUAN J. LONGORIA	CHESAPEAKE EXPLORATION, L.L.C.	1/13/2012	D212011399
656	TX0025899-000	JUDITH MOWRER	NEWARK CORE BARNETT, LLC	6/8/2011	D211141411
657	TX0025898-000	JUDITH MOWRER	NEWARK CORE BARNETT, LLC	6/8/2011	D211141410
169	42-046535-000	JUDY BOONE	CHESAPEAKE EXPLORATION, L.L.C.	1/18/2012	D212016026
67	TX0142347-000	JUDY F. HILL	DALE PROPERTY SERVICES, LLC	1/4/2010	D210023962
8	TX0127284-000	K. W. MALLARD	DALE PROPERTY SERVICES, LLC	6/23/2008	D208254372
119	42-002877-000	KATHY J. CAMPBELL	CHESAPEAKE EXPLORATION, L.L.C.	6/29/2011	D211158468
165	42-010742-006	KAY GENOISE BOWDEN	CHESAPEAKE EXPLORATION, L.L.C.	11/9/2011	D211295865
323	TX0469468-000	KELSO L. STRAWTHER	CHESAPEAKE EXPLORATION, L.L.C.	12/7/2010	D211010883
263	42-046384-000	KENNETH E. MCKINNEY	CHESAPEAKE EXPLORATION, L.L.C.	1/16/2012	D212012407
267	42-046420-002	KENNETH R MAYBERRY	CHESAPEAKE EXPLORATION, L.L.C.	1/20/2012	D212016926
30	QUICKSILVER LEASE	KHOSROW SADEGHIAN	QUICKSILVER RESOURCES, INC.	1/25/2011	D211025844
32	QUICKSILVER LEASE	KHOSROW SADEGHIAN	QUICKSILVER RESOURCES, INC.	1/25/2011	D211025844
34	QUICKSILVER LEASE	KHOSROW SADEGHIAN	QUICKSILVER RESOURCES, INC.	1/25/2011	D211025844
56	QUICKSILVER LEASE	KHOSROW SADEGHIAN	QUICKSILVER RESOURCES, INC.	1/25/2011	D211025844
58	QUICKSILVER LEASE	KHOSROW SADEGHIAN	QUICKSILVER RESOURCES, INC.	1/25/2011	D211025844
124	TX0129434-000	KJIM HOLDING INVESTMENTS LLC	DALE PROPERTY SERVICES, LLC	7/2/2008	D208282684
247	TX0143451-000	KULVIR S. BHOGAL	DALE PROPERTY SERVICES, LLC	3/15/2010	D210065939
159	TX7152199-000	LADYE RUTH HARRISON & DEBORAH HARRISON	KERR ENERGY, LLC	4/20/2007	D210141400
178	42-046832-000	LARRY E. CUMMINGS	CHESAPEAKE EXPLORATION, L.L.C.	2/25/2012	D212016925
181	42-046832-000	LARRY E. CUMMINGS	CHESAPEAKE EXPLORATION, L.L.C.	2/25/2012	D212016925
238	42-046833-000	LARRY ROBERTS	CHESAPEAKE EXPLORATION, L.L.C.	2/7/2012	D212016924
83	TX0025919-000	LAURA VASQUEZ	NEWARK CORE BARNETT, LLC	10/19/2011	D211258655
638	TX0420485-000	LAWRENCE C TRIPLETT	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	D211047681
639	TX0420565-001	LAWRENCE C TRIPLETT	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	D211047680
640	TX0425060-001	LAWRENCE C TRIPLETT	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	D211050386
638	TX0420364-001	LAWRENCE DALE LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/22/2011	D211048885
639	TX0420476-006	LAWRENCE DALE LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/22/2011	D211048887
640	TX0420476-003	LAWRENCE DALE LIGHT	CHESAPEAKE EXPLORATION, L.L.C.	2/22/2011	D211048888

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156	42-047674-000	LAWRENCE J. SHIRLEY JR.	CHESAPEAKE EXPLORATION, L.L.C.	2/13/2012	D212032925
390	TX0025930-000	LAWRENCE JOHNSON	NEWARK CORE BARNETT, LLC	3/26/2011	D211136383
347	42-047464-000	LAWRENCE LUERA	CHESAPEAKE EXPLORATION, L.L.C.	2/7/2012	D212028557
638	42-000950-003	LEANNE LIGHT MINTER	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	D211047682
639	TX0420477-001	LEANNE LIGHT MINTER	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	D211048886
640	TX0420476-001	LEANNE LIGHT MINTER	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	D211047679
75	TX0140638-000	LETICIA ESCATEL	DALE PROPERTY SERVICES, LLC	9/16/2009	D209253424
168	42-046533-000	LIDIA A. NICHOLS	CHESAPEAKE EXPLORATION, L.L.C.	1/18/2012	D212016028
206	42-046527-000	LILIANA RODRIGUEZ & MELQUIADES TROCHE	CHESAPEAKE EXPLORATION, L.L.C.	1/18/2012	D212016920
395	42-048246-000	LILLIAN C. LEWIS	CHESAPEAKE EXPLORATION, L.L.C.	2/25/2012	D212044701
297	TX0025901-000	LILLIE D. NESBITT	NEWARK CORE BARNETT, LLC	2/12/2011	D211141394
1	TX0140731-000	LMS SAMSILL REAL ESTATE LP	DALE PROPERTY SERVICES, LLC	9/21/2009	D209258115
12	TX0140654-000	LOIS H. CARTER	DALE PROPERTY SERVICES, LLC	9/21/2009	D209255960
16	TX0140655-000	LOIS HOLDING CARTER	CHESAPEAKE EXPLORATION, L.L.C.	9/21/2009	D209255961
73	TX0141771-000	LOLA & DAVID JERRELL HANKINS	DALE PROPERTY SERVICES, LLC	11/30/2009	D209323923
71	TX0148459-000	LOLA HANKINS	CHESAPEAKE EXPLORATION, L.L.C.	10/20/2010	D210263188
296	42-047291-000	LORAIN S. WALKER	CHESAPEAKE EXPLORATION, L.L.C.	2/28/2012	D212020967
205	TX0139779-000	LORENZO GUILLEN	DALE PROPERTY SERVICES, LLC	6/30/2009	D209193735
604	TX0104979-000	LUCIO VAZQUEZ ETUX MARIA G. HERNANDEZ	DALE PROPERTY SERVICES, LLC	11/27/2007	D207455260
593	TX0025932-000	LUIS MEDINA	NEWARK CORE BARNETT, LLC	1/5/2011	D211142801
165	42-010742-008	LYDIA FRANCES WEIDO	CHESAPEAKE EXPLORATION, L.L.C.	11/3/2011	D211295858
311	TX0025902-000	LYNN NEWSOME	NEWARK CORE BARNETT, LLC	2/4/2011	D211141399
270	42-046532-000	MABLE L. ARFMAN	DALE PROPERTY SERVICES, LLC	1/18/2012	D212016029
107	TX0089733-000	MAE B. ROGERS	CHESAPEAKE EXPLORATION, L.L.C.	8/14/2007	D207379871
104	TX0044946-000	MAE L. SHUE	PALOMA BARNETT, L.L.C.	11/30/2007	D208031888
361	TX0025834-000	MAECILE H. THOMPSON ET VIR CHARLES R. SALONE	NEWARK CORE BARNETT, LLC	12/15/2010	D211153620
600	42-049622-000	MANUEL A. SALINAS & FLORA M. DE ALMANZA	CHESAPEAKE EXPLORATION, L.L.C.	3/29/2012	D212083811
151	TX0145729-000	MANUEL ARREDONDO	DALE PROPERTY SERVICES, LLC	6/18/2010	D210153915
431	TX0025868-000	MARIA C. RAMIREZ	NEWARK CORE BARNETT, LLC	6/30/2011	D211171211
305	42-005535-000	MARIA D. SANTOS & LUZ M. GARCIA	CHESAPEAKE EXPLORATION, L.L.C.	1/10/2011	D211016833
634	42-007279-000	MARIA N. VILCHIS	CHESAPEAKE EXPLORATION, L.L.C.	8/25/2011	D211236631
113	42-001934-000	MARIA PUGA	CHESAPEAKE EXPLORATION, L.L.C.	4/6/2011	D211093429
629	TX0469624-000	MARILYN M. PEPPERS	CHESAPEAKE EXPLORATION, L.L.C.	11/12/2010	D210296500

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
483	TX0025905-000	MARIO SAAVEDRA	NEWARK CORE BARNETT, LLC	6/30/2011	D211162563
364	TX0422784-000	MARK D. HIXSON	NEWARK CORE BARNETT, LLC	3/8/2011	D211136379
355	TX0480617-000	MARK D. HIXSON	PALOMA BARNETT, L.L.C.	1/18/2008	D208168988
48a	TX0147562-000	MARSHA L. SIDES	CHESAPEAKE EXPLORATION, L.L.C.	9/9/2010	D210228334
165	42-010742-007	MARTHA MAE PITMAN	CHESAPEAKE EXPLORATION, L.L.C.	11/3/2011	D211295860
344	TX0025931-000	MARTIN A. MORALES	NEWARK CORE BARNETT, LLC	1/16/2011	D211142802
384	GLENCREST LEASE	MARTIN GOMEZ	GLENCREST RESOURCES	6/28/2008	D208316440
480	GLENCREST LEASE	MARTIN GOMEZ	GLENCREST RESOURCES	6/28/2008	D208316441
286	TX0421208-000	MARTIN MASCORRO	CHESAPEAKE EXPLORATION, L.L.C.	11/19/2010	D210309234
324	TX0025934-000	MARVIN L. BURNETT	NEWARK CORE BARNETT, LLC	3/16/2012	D211258650
248	TX0025924-000	MARY E. DAVIS	NEWARK CORE BARNETT, LLC	2/13/2012	D211269892
457	42-001236-000	MATIAS R. RAMIREZ ETUX MARY E. FERNANDEZ	CHESAPEAKE EXPLORATION, L.L.C.	5/19/2011	D211124326
275	TX0025881-000	MAY J. JONES	NEWARK CORE BARNETT, LLC	6/22/2011	D211171213
585	TX0025853-000	MELBA E. PITTMAN	NEWARK CORE BARNETT, LLC	7/10/2011	D211076638
253	TX0085050-000	MELVIN MALONE	DALE PROPERTY SERVICES, LLC	8/7/2007	D207299203
376	TX0025854-000	MESA SUPHASAWUD	NEWARK CORE BARNETT, LLC	4/3/2011	D211212317
499	TX0145498-000	METRO ROYALTY INC.	DALE PROPERTY SERVICES, LLC	6/2/2010	D210141971
545	TX0145505-000	METRO ROYALTY INC.	DALE PROPERTY SERVICES, LLC	6/2/2010	D210141978
641	TX0145498-000	METRO ROYALTY INC.	DALE PROPERTY SERVICES, LLC	6/2/2010	D210141971
655	TX0145498-000	METRO ROYALTY INC.	DALE PROPERTY SERVICES, LLC	6/2/2010	D210141978
161	TX0025870-000	METRO ROYALTY INC.	NEWARK CORE BARNETT, LLC	7/7/2011	D211171215
31	TX0436259-000	METRO ROYALTY INC.	VANTAGE FORT WORTH ENERGY LLC	12/3/2010	D210302926
165	42-010742-003	MICHAEL DAVID COOK	CHESAPEAKE EXPLORATION, L.L.C.	11/2/2011	D211295863
41	TX0114441-000	MICHAEL LYNN PITTMAN	DALE PROPERTY SERVICES, LLC	2/20/2008	D208115507
571	42-050276-000	MIGUEL A. GARCIA	CHESAPEAKE EXPLORATION, L.L.C.	4/17/2012	D212101374
273	GLENCREST LEASE	MIGUEL BARBOSA	GLENCREST RESOURCES	6/9/2008	D208282466
148	TX0084073-000	MIGUEL FERREIRA	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2007	D210196465
607	42-007363-000	MOM HAVEN 13 LP	CHESAPEAKE EXPLORATION, L.L.C.	9/12/2011	D211243450
346	TX0025875-000	MONICA LUERA	NEWARK CORE BARNETT, LLC	3/15/2011	D211139419
378	TX0025946-000	MONIQUE BANKS	NEWARK CORE BARNETT, LLC	2/3/2011	D211076623
608	TX0138927-000	NANCY H. NEWMAN	DALE PROPERTY SERVICES, LLC	5/14/2009	D209138842
254	TX0025939-000	NANCY TETENS	NEWARK CORE BARNETT, LLC	2/17/2011	D211155745
134	TX0422147-000	NAT'S LAND CORPORATION, INC	CHESAPEAKE EXPLORATION, L.L.C.	6/7/2011	D211109419

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
134	TX0422148-000	NAT'S LAND CORPORATION, INC	CHESAPEAKE EXPLORATION, L.L.C.	6/7/2011	D211109416
111	TX0436253-000	NELLIE MARIE DYER	VANTAGE FORT WORTH ENERGY LLC	11/17/2010	D210290639
228	42-046383-000	NELSON WILLIAMS	CHESAPEAKE EXPLORATION, L.L.C.	1/16/2012	D212012409
512	GLENCREST LEASE	NICHOLAS ALMANZA & JUAN ALMANZA & UNLEASED	GLENCREST RESOURCES	7/26/2008	D208326566
575	42-006513-000	NICK W. THOMAS	CHESAPEAKE EXPLORATION, L.L.C.	9/21/2011	D211236627
644	TX0090570-000	NOEMI O. VASQUEZ	DALE PROPERTY SERVICES, LLC	9/6/2007	D207342307
90	42-002179-000	NORA A. PEARCE	CHESAPEAKE EXPLORATION, L.L.C.	4/27/2011	D211130734
568	42-050212-000	NORBERTO ALMANZA	CHESAPEAKE EXPLORATION, L.L.C.	4/14/2012	D212100657
141	TX0025830-000	NORRIS BOONE	NEWARK CORE BARNETT, LLC	5/17/2011	D211141372
307	42-046940-000	OLIVIA A. WASHINGTON	CHESAPEAKE EXPLORATION, L.L.C.	2/8/2012	D212020968
281	GLENCREST LEASE	OMAR MIRELES	GLENCREST RESOURCES	6/14/2008	D208282433
430	TX0025876-000	OMERO MAGANA ETUX JESSICA CAMACHO	NEWARK CORE BARNETT, LLC	8/22/2011	D211201478
398	TX0025906-000	OSCAR J. SALINAS	NEWARK CORE BARNETT, LLC	7/14/2011	D211182121
259	TX0428901-000	OVIDIO ORTIZ	CHESAPEAKE EXPLORATION, L.L.C.	4/5/2011	D211083028
416	TX0420637-000	OVIDIO ORTIZ	CHESAPEAKE EXPLORATION, L.L.C.	4/5/2011	D211083030
636	TX0428902-000	OVIDIO ORTIZ	CHESAPEAKE EXPLORATION, L.L.C.	4/5/2011	D211083029
410	TX0138151-000	OVIDIO T. MIRELES	DALE PROPERTY SERVICES, LLC	3/21/2009	D209094508
476	TX0429155-000	OWEN DAVIS	CHESAPEAKE EXPLORATION, L.L.C.	12/15/2010	D211014359
214	GLENCREST LEASE	PAMELA D. LYONS	GLENCREST RESOURCES	5/31/2008	D208227718
436	42-002570-000	PATHWAY PROPERTIES LP	CHESAPEAKE EXPLORATION, L.L.C.	5/5/2011	D211180694
440	42-001909-000	PATHWAY PROPERTIES LP	CHESAPEAKE EXPLORATION, L.L.C.	5/5/2011	D211111565
223	TX0025921-000	PATRICIA WILSON	NEWARK CORE BARNETT, LLC	2/18/2011	D211142791
533	TX0091334-000	PAULETTE S. SCHRAPP	DALE PROPERTY SERVICES, LLC	8/7/2007	D207344010
78	TX0141770-000	PAULINE EXLEY	DALE PROPERTY SERVICES, LLC	11/30/2009	D209323922
580	TX0103039-000	PEARL L. HARRIS	DALE PROPERTY SERVICES, LLC	11/20/2007	D207451669
87	TX0025893-000	PEDRO GONZALES	NEWARK CORE BARNETT, LLC	8/24/2011	D211212319
393	TX0421053-000	PEDRO S. JIMENEZ	CHESAPEAKE EXPLORATION, L.L.C.	10/20/2010	D210291135
633	TX0138152-000	PENNY L. BOWMAN & MELODY E. BATES	DALE PROPERTY SERVICES, LLC	3/12/2009	D209094509
3	TX0139550-000	PETER J. JACKSON & JOHN G. JACKSON	DALE PROPERTY SERVICES, LLC	6/26/2009	D209175580
4	TX0139550-000	PETER J. JACKSON & JOHN G. JACKSON	DALE PROPERTY SERVICES, LLC	6/26/2009	D209175580
120	42-003076-000	PHILLIP D. SIMONS	CHESAPEAKE EXPLORATION, L.L.C.	6/29/2011	D211166746
60	TX0144955-000	POUYA LLC	DALE PROPERTY SERVICES, LLC	5/11/2010	D210123389
210	TX0140237-000	PRENTIS SPENCER	DALE PROPERTY SERVICES, LLC	8/21/2009	D209228615

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38	TX0123923-000	RADI KHADER	DALE PROPERTY SERVICES, LLC	5/29/2008	D208212443
606	42-008939-000	RAJIV SHARMA	CHESAPEAKE EXPLORATION, L.L.C.	10/17/2011	D211256354
173	42-005565-000	RAM MALIK ETUX & VIJAY CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	8/5/2011	D211219861
445	TX0469471-000	RAMIRO TORRES & YOLANDA GARCES	CHESAPEAKE EXPLORATION, L.L.C.	9/13/2010	D210261010
97	TX0096310-000	RAMIRO TORRES & YOLANDA GARCES	DALE PROPERTY SERVICES, LLC	8/21/2007	D207386899
108	TX0092359-000	RANDY R. DARVILLE	CHESAPEAKE EXPLORATION, L.L.C.	8/14/2007	D210235742
153	42-046419-000	RAYMOND CUDD	CHESAPEAKE EXPLORATION, L.L.C.	1/17/2012	D212014002
534	42-003656-000	REEDER REAL ESTATE LP	CHESAPEAKE EXPLORATION, L.L.C.	7/28/2011	D211197744
615	TX0084078-000	REGINALD W. MILLER	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2007	D210202533
319	TX0025869-000	RENATO MARTINEZ	NEWARK CORE BARNETT, LLC	6/23/2011	D211201477
617	TX0463734-000	REZA ALAVI	CHESAPEAKE EXPLORATION, L.L.C.	8/9/2010	D210209334
383	42-046835-000	RICKY L. DUNN ETUX MARY C. ZAMORA	CHESAPEAKE EXPLORATION, L.L.C.	2/21/2012	D212016921
109	42-049708-000	ROBBIE E. COULTER	CHESAPEAKE EXPLORATION, L.L.C.	3/30/2012	D212083812
240	TX0094880-000	ROBERT L. STANLEY JR.	DALE PROPERTY SERVICES, LLC	10/9/2007	D207380080
527	TX0421054-000	ROBERT SULLIVAN	CHESAPEAKE EXPLORATION, L.L.C.	11/11/2010	D210296494
14	TX0469360-004	ROBERT TERRY	CHESAPEAKE EXPLORATION, L.L.C.	9/24/2010	D210264898
194	GLENCREST LEASE	ROBERTO MARTINEZ	GLENCREST RESOURCES	6/9/2008	D208282465
537	TX0088087-000	ROGELIO GONZALEZ	CHESAPEAKE EXPLORATION, L.L.C.	8/21/2007	D210258924
538	TX0088089-000	ROGELIO GONZALEZ	CHESAPEAKE EXPLORATION, L.L.C.	8/21/2007	D210248534
405	TX0025941-000	ROGELIO TIJERINA	NEWARK CORE BARNETT, LLC	1/6/2011	D211142804
488	TX0025948-000	ROGELIO TIJERINA	NEWARK CORE BARNETT, LLC	1/6/2011	D211201475
503	NEWARK LEASE	ROGELIO TIJERINA	NEWARK CORE BARNETT, LLC	1/6/2011	D211142798
336	TX0025863-000	RONALD C. WESLEY	NEWARK CORE BARNETT, LLC	9/9/2011	D211171209
189	42-044509-000	ROXY S. FLORES & SKY L. FLORES	CHESAPEAKE EXPLORATION, L.L.C.	12/21/2011	D211309315
266	TX0421289-000	ROY D. LYLE	CHESAPEAKE EXPLORATION, L.L.C.	12/6/2010	D211010855
373	TX0139313-000	RUBY D. ANDERSON	DALE PROPERTY SERVICES, LLC	6/13/2009	D209163047
84	TX0083081-000	S. R. DAVIDSON FAMILY LP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698
172	TX0083081-000	S. R. DAVIDSON FAMILY LP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698
98	42-050678-000	SALOMON MADRIGAL	CHESAPEAKE EXPLORATION, L.L.C.	4/24/2012	D212105024
99	42-050677-000	SALOMON MADRIGAL	CHESAPEAKE EXPLORATION, L.L.C.	4/24/2012	D212105023
458	TX0025953-000	SANDRA JAUREGUI	NEWARK CORE BARNETT, LLC	7/11/2011	D211182124
290	TX0421045-000	SANDRA L. SPRUILL	CHESAPEAKE EXPLORATION, L.L.C.	11/15/2010	D210309250
62	TX0436267-000	SCOTT ELLIOTT	VANTAGE FORT WORTH ENERGY LLC	12/16/2010	D211000164

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63	TX0436267-000	SCOTT ELLIOTT	VANTAGE FORT WORTH ENERGY LLC	12/16/2010	D211000164
381	TX0025831-000	SERAFIN GARCIA ETUX & MAIRA GARCIA	NEWARK CORE BARNETT, LLC	8/4/2011	D211220634
212	TX0025908-000	SHARON L. VARGAS	NEWARK CORE BARNETT, LLC	11/11/2010	D210288197
193	TX0138557-000	SHILOAM M. PENNINGTON	DALE PROPERTY SERVICES, LLC	4/23/2009	D209111142
47	TX0151887-000	SOUTHWESTERN BELL TELEPHONE CO.	CHESAPEAKE EXPLORATION, L.L.C.	1/19/2011	D211074359
579	TX0089708-000	STANLEY C. HOLMES	CHESAPEAKE EXPLORATION, L.L.C.	8/14/2007	D210220180
133	TX0422149-000	STANLEY JACOBS	CHESAPEAKE EXPLORATION, L.L.C.	6/7/2011	D211109420
559	TX0092068-000	STANLEY R. FULLER	CHESAPEAKE EXPLORATION, L.L.C.	8/28/2007	D210248462
552	TX0025903-000	STEVEN D. RIVERA	NEWARK CORE BARNETT, LLC	1/7/2011	D211141396
647	42-003700-000	STEVEN PERRY	CHESAPEAKE EXPLORATION, L.L.C.	7/6/2011	D211199336
375	TX0025907-000	STEVEN STANFIELD	NEWARK CORE BARNETT, LLC	1/13/2011	D211141395
203	TX0025949-000	STOWE FAMILY REVOCABLE LIVING TRUST	NEWARK CORE BARNETT, LLC	2/23/2011	D211141388
236	TX0025857-000	STOWE FAMILY REVOCABLE LIVING TRUST	NEWARK CORE BARNETT, LLC	9/11/2011	D211141387
70	TX0144523-000	SUN VALLEY PROPERTIES LP	DALE PROPERTY SERVICES, LLC	4/22/2010	D210123570
14	TX0469360-002	SUSAN PENA	CHESAPEAKE EXPLORATION, L.L.C.	9/24/2010	D210264896
342	TX0421207-000	TAMEKAL GOODMAN	CHESAPEAKE EXPLORATION, L.L.C.	11/23/2010	D210309230
45	TX0145492-000	TARRANT PROPERTIES INC.	DALE PROPERTY SERVICES, LLC	6/2/2010	D210141994
605	TX0111691-000	TEXAS CONFERENCE ASSOCIATION	DALE PROPERTY SERVICES, LLC	2/26/2008	D208078702
618	TX0111691-000	TEXAS CONFERENCE ASSOCIATION OF SEVENTH DAY	DALE PROPERTY SERVICES, LLC	2/26/2008	D211165795
92	TX0139228-000	THOMAS J. ARTHUR	DALE PROPERTY SERVICES, LLC	6/8/2009	D209159305
242	TX0025855-000	THOMAS M. CRITCHFIELD SR.	NEWARK CORE BARNETT, LLC	7/9/2011	D211182118
164	TX0422787-000	THOMAS S. BROWDER	NEWARK CORE BARNETT, LLC	4/22/2011	D211141356
55	QUICKSILVER LEASE	TIMBER RIDGE PARTNERSHIP LTD.	QUICKSILVER RESOURCES, INC.	12/21/2010	D211034274
226	TX0025865-000	TONI TOYNES	NEWARK CORE BARNETT, LLC	2/18/2011	D211139433
333	TX0025894-000	VENTURIA HEREDIA	NEWARK CORE BARNETT, LLC	1/31/2011	D211141405
337	TX0025913-000	VERA L. CASTLES	NEWARK CORE BARNETT, LLC	2/6/2012	D211269885
428	42-001239-000	VIJAY CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	4/11/2011	D211122992
459	TX0425383-000	VIJAY CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	4/11/2011	D211092428
446	42-001898-000	VIJAY CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	5/13/2011	D211122983
328	42-001241-000	VIJAY CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	7/1/2011	D211122990
308	42-001243-000	VIJAY CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	7/3/2011	D211122988
320	42-002184-000	VIJAY CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	7/3/2011	D211122986
321	42-001906-000	VIJAY CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	7/3/2011	D211122987

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334	42-002180-000	VIJAY CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	7/3/2011	D211122982
322	42-002182-000	VIJAY K. CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	5/13/2011	D211122985
327	42-001892-000	VIJAY K. CHAWLA	CHESAPEAKE EXPLORATION, L.L.C.	7/3/2011	D211122984
110	TX0469623-001	W JEAN BIGGERSTAFF	CHESAPEAKE EXPLORATION, L.L.C.	11/3/2010	D210291151
287	TX0138540-000	WANDA M. ALLMON	DALE PROPERTY SERVICES, LLC	4/21/2009	D209111306
450	TX0421222-000	WILSON PROPERTIES PARTNERSHIP	CHESAPEAKE EXPLORATION, L.L.C.	10/13/2010	D210291156
335	TX0025925-000	WINNIE L. JACKSON	NEWARK CORE BARNETT, LLC	5/16/2011	D211142790
End of Exhibit "A"					

EXHIBIT B

McCulley Paris Unit:

Being 434.603 acres of land located in the J. Collett Survey, Abstract No. 261, the E.P. Parris Survey, Abstract No. 1223 and the D. Strickland Survey, Abstract No. 1376, Tarrant County, Texas. Said 434.603 acres of land being more particularly described as follows:

BEGINNING at a point at the apparent centerline intersection of Dorsey Street and Nell Street, said point lying in the north line of XTO Energy, Forest Hill Ranch Unit, said point being the most northerly southeast corner of Chesapeake Operating, Inc., Wyatt Chaparrals Unit and said point being the southwest corner of Chesapeake Operating, Inc., McCulley Paris Unit;

THENCE N00°21'29"W, along said Nell Street centerline, a distance of 1,566.29 feet to a point at the apparent centerline intersection of Marshall Street and said Nell Street;

THENCE N89°34'01"E, along said Marshall street centerline, a distance of 161.46 feet to a point at another centerline intersection of said Marshall and Nell Street's;

THENCE along said Nell Street centerline as follows:

1. N00°32'40"W, a distance of 360.20 feet to a point;
2. N05°28'18"W, a distance of 296.37 feet to a point;
3. N00°55'20"W, a distance of 95.80 feet to a point;
4. N28°18'58"E, a distance of 25.04 feet to a point at the apparent centerline intersection of Burley Street and said Nell Street;

THENCE S61°41'02"E, along said Burley Street centerline, a distance of 41.75 feet to a point;

THENCE N28°18'58"E, at 25.00 feet passing a point at the west corner of Lot 5, Block 1, Pembroke Addition, an addition to the City of Forest Hill, Tarrant County, Texas according to the plat recorded in Volume 388-9, Page 129, Plat Records, Tarrant County, Texas, at 144.02 feet passing a point at the north corner of said Lot 5, said point lying in the southwest line of H. & T.C. Railroad, in all a distance of 236.52 feet to a point lying in the northeast line of said H. & T.C. Railroad, said point lying in the southwest line of Bisbee Street;

THENCE N61°41'59"W, along the common line of said Bisbee Street and H. & T.C. Railroad, a distance of 59.32 feet to a point;

THENCE N28°18'01"E, crossing said Bisbee Street, a distance of 49.35 feet to a point lying in the northeast line of said Bisbee Street, said point being the southwest corner of Lot 9, Block 1, Millburn Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-154, Page 60, Plat Records, Tarrant County, Texas;

THENCE N01°16'40"E, along the west line of said Lot 9, a distance of 336.03 feet to a point at the northwest corner of said Lot 9, said point lying in the southwest line of Mansfield Highway;

THENCE N28°29'17"E, a distance of 54.36 feet to a point lying in the apparent centerline of said Mansfield Highway;

THENCE N61°30'43"W, along said Mansfield Highway centerline, a distance of 376.22 feet to a point;

THENCE N27°50'03"E, a distance of 3.60 feet to a point;

THENCE S62°46'26"E, a distance of 0.88 feet to a point;

THENCE N27°13'34"E, a distance of 40.51 feet to a point at the southwest corner of Lot 2, Block 1, Samsill Industrial Park, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-57, Page 323, Plat Records, Tarrant County, Texas;

THENCE along the west and north lines of said Block 1 as follows:

1. N00°08'26"W, a distance of 908.80 feet to a point at the northwest corner of Lot 3, of said Block 1;
2. N89°51'34"E, a distance of 143.67 feet to a point at the apparent intersection of said Nell Street and Block 1 north line;

THENCE N00°08'08"E, along said Nell Street centerline, a distance of 317.81 feet to a point;

THENCE S89°46'40"E, at 25.00 feet passing a point at the southwest corner of Lot 8, Block 23, J. T. Couch Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-J, Page 47, Plat Records, Tarrant County, Texas, in all a distance of 164.70 feet

to a point at the southeast corner of said Lot 8;

THENCE N00°05'29"E, along the east line of said Block 23, at 529.63 feet passing a point at the northeast corner of Lot 1, of said Block 23, said point being the southeast corner of Lot 6, Block 22, J. T. Couch Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-G, Page 39, Plat Records, Tarrant County, Texas, at 947.13 feet passing an 1/2" iron rod stamped "VOTEX 4813" found at the northeast corner of Lot 1, of said Block 22, in all a distance of 977.14 feet to a point lying in the apparent centerline of Oak Hill Street, said point being the southwest corner of Chesapeake Operating, Inc., McCulley Unit, said point being the northwest corner of said McCulley Paris Unit;

THENCE along said Oak Hill Street centerline as follows:

1. easterly, 498.38 feet along a non tangent curve to the left, having a radius of 1,000.00 feet, a central angle of 28°33'18" and a chord bearing N75°14'42"E, 493.24 feet to a point;

2. N60°58'03"E, a distance of 155.10 feet to a point;

3. northeasterly, 51.89 feet, along a curve to the right, having a radius of 300.00 feet, a central angle of 09°54'34" and a chord bearing N65°55'20"E 51.82 feet to a point lying in the west line of Lot 1, Block 1, Indian Creek Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-190, Page 35, Plat Records, Tarrant County, Texas;

THENCE N00°22'25"W, along said west line, a distance of 15.66 feet to an 1/2" iron rod found at the northwest corner of said Block 1;

THENCE S89°47'30"E, along the north line of said Block 1, at 409.45 feet passing the northeast corner of said Block 1, in all a distance of 857.52 feet to a point;

THENCE S85°05'48"E, a distance of 102.67 feet to an 1/2" iron rod found at the northwest corner of Lot 1, Block 1, Parris Estate, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 2725, Plat Records, Tarrant County, Texas;

THENCE along the north lines of said Lot 1 as follows:

1. N89°52'19"E, a distance of 481.78 feet to a 1" iron pipe found;

2. S00°47'26"W, a distance of 367.03 feet to a point;

3. S89°39'29"E, a distance of 712.62 feet to a point;

THENCE S01°06'38"E, along the east line of said Lot 1, at 528.55 feet passing a 3/8" iron rod found at the southeast corner of said Lot 1, in all a distance of 887.68 feet to a point;

THENCE N89°56'45"W, a distance of 6.99 feet to a point at the northeast corner of Lot 1, Block 1, Dove Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-143, Page 19, Plat Records, Tarrant County, Texas;

THENCE S00°01'21"E, along the east line of said Lot 1, a distance of 215.59 feet to a 3/8" iron rod found at the southeast corner of said Lot 1, said iron rod being the northeast corner of Lot 2, Block 1, Dove Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-157, Page 32, Plat Records, Tarrant County, Texas

THENCE S00°27'54"W, along the east line of said Lot 2, a distance of 239.44 feet to an 1/2" iron pipe found at an angle point of said Lot 2;

THENCE S00°01'47"W, continuing along said east line, at 102.19 feet passing a 5/8" iron rod found at the southeast corner of said Lot 2, in all a distance of 239.09 feet to a point lying in the apparent centerline of Maxey Road;

THENCE S89°58'13"E, along said Maxey Road centerline, a distance of 1.98 feet to a point;

THENCE S00°22'51"W, a distance of 2,027.40 feet to a 5/8" iron rod found at the southeast corner of Lot 1, Block 9, Phase I, Warwick Estate, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-158, Page 37, Plat Records, Tarrant County, Texas;

THENCE S28°20'16"W, a distance of 163.71 feet to a point lying in said Mansfield Highway centerline;

THENCE S61°39'44"E, along said Mansfield Highway centerline, a distance of 101.80 feet to a point at the apparent centerline intersection of Anglin Drive and said Mansfield Highway;

THENCE along said Anglin Drive centerline as follows:

1. S01°07'12"W, a distance of 549.54 feet to a point;

2. S61°41'59"E, a distance of 0.95 feet to a point;
3. S00°51'04"W, a distance of 521.53 feet to a point;
4. N89°20'31"W, a distance of 7.96 feet to a point;
5. S00°39'14"W, a distance of 993.45 feet to a point;
6. S89°21'01"E, a distance of 1.02 feet to a point;
7. S00°42'56"W, a distance of 365.20 feet to a point, said point being the southeast corner of said McCulley Paris Unit;

THENCE N88°22'31"W, at 27.38 feet passing a point at the southeast corner of a tract of land described in the deed to Jose L. Olvera Sr., recorded in Volume 12783, Page 441, Deed Records, Tarrant County, Texas, in all a distance of 414.97 feet to a point at the southwest corner of said Olvera tract, said point lying in the east line of Block 3, Shady Hills, an addition to the City of Forest Hill, Tarrant County, Texas according to the plat recorded in Volume 388-24, Page 70, Plat Records, Tarrant County, Texas;

THENCE S00°41'23"W, along said east line, a distance of 44.40 feet to a point at the northeast corner of Lot 15, of said Block 3;

THENCE S89°48'23"W, along the north line of said Lot 15, at 113.98 feet passing the southwest corner of said Lot 15, in all a distance of 138.98 feet to a point lying in the apparent centerline of Shady Hill Drive East;

THENCE N00°11'37"W, along said Shady Hill Drive East centerline, a distance of 29.90 feet to a point at the apparent centerline intersection of Leonard Street and said Shady Hill Drive East, said point being the northeast corner of said Forest Hill Ranch Unit;

THENCE along said Leonard Street centerline as follows:

1. S89°48'23"W, a distance of 666.20 feet to a point;
2. westerly, 69.99 feet, along a curve to the right, having a radius of 150.00 feet, a central angle of 26°44'03" and a chord bearing N76°49'36"W 69.36 feet to a point to a point of reverse curve to the left having a radius of 150.00 feet and a central angle of 26°39'03";
3. westerly along the arc, a distance of 69.77 feet to a point;
4. N89°54'54"W, a distance of 23.49 feet to a point at the apparent centerline intersection of Wanda Lane and said Leonard Street;

THENCE S00°05'06"W, along said Wanda Lane centerline, a distance of 7.65 feet to a point at the apparent centerline intersection of said Wanda Lane and Leonard Street;

THENCE S89°04'08"W, along said Leonard Street centerline, a distance of 133.15 feet to a point;

THENCE S00°27'47"W, at 25.00 feet passing a point at the northeast corner of a tract of land described in the deed to Rogelio Tijernia, recorded in County Clerk #D208287592, Deed Records, Tarrant County, Texas, in all a distance of 271.81 feet to a point at the southeast corner of said Tijernia tract;

THENCE N89°55'31"W, a distance of 70.00 feet to a point at the southwest corner of said Tijernia tract;

THENCE N00°27'56"E, at 245.59 passing a point at the northwest corner of said Tijernia tract, in all a distance of 270.59 feet to a point lying in said Leonard Street centerline;

THENCE N89°05'06"E, along said Leonard Street centerline, a distance of 14.15 feet to a point;

THENCE N00°29'00"W, at 25.00 feet passing the southwest corner of Lot 13, Block 12, Twin Oaks, an addition to the City of Forest Hill, Tarrant County, Texas according to the plat recorded in Volume 388-C, Page 43, Plat Records, Tarrant County, Texas, in all a distance of 113.51 feet to a point at the northwest corner of said Lot 13;

THENCE N89°38'31"E, along the north line of said Lot 13, at 165.11 feet passing a point at the northeast corner of said Lot 13, in all a distance of 190.59 feet to a point lying in said Wanda Lane centerline;

THENCE N00°00'18"W, along said Wanda Lane centerline, a distance of 75.00 feet to a point;

THENCE S89°38'31"W, at 25.36 feet passing a point at the northeast corner of Lot 14, of said Block 12, at 371.04 feet passing a point at the northwest corner of Lot 11, of said Block 12, in all a distance of 396.04 feet to a point lying in the apparent centerline of Twinoaks Drive;

THENCE S00°21'29"E, along said Twinoaks Drive centerline, a distance of 190.56 feet to a point at the apparent centerline intersection of said Leonard Street and Twinoaks Drive;

THENCE S89°04'08"W, along said Leonard Street centerline, a distance of 630.55 feet to a point;

THENCE N00°21'05"W, at 25.00 feet passing a point at the southeast corner of Lot 12, Block 10, of said Twin Oaks, in all a distance of 121.94 feet to a point at the northeast corner of said Lot 12;

THENCE S89°37'32"W, at 205.00 feet passing a point at the northwest corner of said Lot 12, in all a distance of 235.00 feet to a point at the apparent centerline of Hartman Road;

THENCE N00°21'29"W, along said Hartman Road centerline, a distance of 850.38 feet to a point at the apparent centerline intersection of said Dorsey Street and Hartman Road;

THENCE S89°35'23"W, along said Dorsey Street centerline, a distance of 415.00 feet to the point of beginning, containing 434.603 acres of land.

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

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

Electronically Recorded

Tarrant County Texas

Official Public Records

10/6/2012 3:10 PM

D212248611

Mary Louise Garcia

PGS 4 \$28.00

Mary Louise Garcia

Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
MCCULLEY-PARIS UNIT

STATE OF TEXAS)

10642171

COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

Reference is made to that certain Declaration of Pooled Unit for the McCulley-Paris Unit, recorded August 9, 2012, as D212195162, Official Public Records of Tarrant County, Texas.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – McCulley-Paris 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 – McCulley-Paris Unit, is hereby corrected to include the following leases to 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 August 9, 2012.

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



Henry J. Hood, Senior Vice President -
Land and Legal

Handwritten initials/signature

Jamestown Resources, LLC
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 12 day of September, 2012, by Henry J. Hood, as Senior Vice President - Land and Legal of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.





Notary Public in and for the State of Oklahoma

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) §

This instrument was acknowledged before me on this _____ day of _____, 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 _____ 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 in and for the State of Texas

Exhibit "A"

Attached to and made a part of that Correction Declaration of Pooled Unit for the McCulley-Paris Unit dated the effective date of August 9, 2012.

TRACT	CHESAPEAKE #	LESSOR	LESSEE	LEASE DATE	RECORDING
652	TX0101249-000	LENA FAYE NARAMORE	DALE PROPERTY SERVICES, LLC	11/6/2007	D207431210
191	TX0104436-000	LARRY & FRANKIE MARSH	DALE PROPERTY SERVICES, LLC	11/27/2007	D207455128
229	TX0104605-000	ALBERT C. WRIGHT	CHESAPEAKE EXPLORATION LLC	11/27/2007	D208001821
599	TX0111682-000	EFRAIN RODRIGUEZ	DALE PROPERTY SERVICES, LLC	2/25/2008	D208078701
568	TX0115970-000	NORBERTO ALMANZA	DALE PROPERTY SERVICES, LLC	4/5/2008	D208130960
23	TX0125091-000	REGINALD D. WILSON	CHESAPEAKE EXPLORATION LLC	6/11/2008	D208228493
516	TX0130193-000	EMMERZAIDA POMPA	DALE PROPERTY SERVICES, LLC	7/18/2008	D208293998
664	TX0421043-000	TRINIDAD ALCANTAR	CHESAPEAKE EXPLORATION LLC	10/26/2010	D210309248
304	TX0025835-000	JOSE MERCEDES OJEDA MARTINEZ	NEWARK CORE BARNETT, LLC	11/6/2010	D211142803
491	TX0421042-000	JOSE ALCANTAR & SOCORRO LOPEZ	CHESAPEAKE EXPLORATION LLC	11/11/2010	D210309225
650	TX0025892-000	MARTIN GONZALEZ & REBECCA VALLEJO	NEWARK CORE BARNETT, LLC	11/24/2010	D211141406
372	TX0025895-000	QUENTIN JOHNSON	NEWARK CORE BARNETT, LLC	2/2/2011	D211141401
226	42-002187-000	TONI TOYNES	NEWARK CORE BARNETT, LLC	5/27/2011	D211130733
603	42-051386-000	JESSIE W. SIMON	CHESAPEAKE EXPLORATION LLC	5/18/2012	D212166237
578	42-051384-000	RANDALL G. WILLIAMS	CHESAPEAKE EXPLORATION LLC	5/21/2012	D212171905
21	42-051419-000	ESTATE OF PEARL M. MONROE	CHESAPEAKE EXPLORATION LLC	6/13/2012	D212176930
22	42-051420-000	RALPH E. MONROE	CHESAPEAKE EXPLORATION LLC	6/13/2012	D212176932
MUTIPLE	42-051326-000	FOREST HILL RANCH, LP	CHESAPEAKE EXPLORATION LLC	6/21/2012	D212186663
MUTIPLE	42-051485-000	CASALEGRIA LP	CHESAPEAKE EXPLORATION LLC	6/21/2012	D212186662
460	42-051417-000	COREY JONES	CHESAPEAKE EXPLORATION LLC	7/6/2012	D212176931
630	42-0000182-000	ISIDRO GRANADOS	CHESAPEAKE EXPLORATION LLC	7/9/2012	D212195839
93	42-05144-000	EDWARD & EDNA ELAOR FAMILY LP	CHESAPEAKE EXPLORATION LLC	7/12/2012	D212180284
End of Exhibit "A"					

Record & Return To:
 Chesapeake Operating, Inc.
 P. O. Box 18495
 Oklahoma City, OK 73154

Electronically Recorded

Tarrant County Texas

Official Public Records

12/3/2012 11:00 AM

D212294178

Mary Louise Garcia

PGS 4 \$28.00

Mary Louise Garcia

Submitter: SIMPLIFILE

CORRECTION
DECLARATION OF POOLED UNIT
MCCULLEY-PARIS UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

L0645569

Reference is made to that certain Declaration of Pooled Unit for the McCulley-Paris Unit, recording date of August 9, 2012, recorded as D212195162, Official Public Records of Tarrant County, Texas. Such Declaration is incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Correction to the Declaration of Pooled Unit – McCulley-Paris 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 there under 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 Correction to the 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.

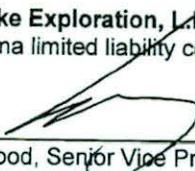
NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – McCulley-Paris 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 parties on the respective date of acknowledgment hereof, to be effective for all purposes as of August 9, 2012.

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



Henry J. Hood, Senior Vice President -
Land

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 13 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.



Leslie Ann Bullington
Notary Public in and for the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2012, by Scott R. Mueller, as Chief Financial Officer of **Jamestown Resources, L.L.C.**, on behalf of said limited liability company.

Notary Public in and for the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on 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.

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 Correction Declaration of Pooled Unit for the McCulley-Paris Unit dated the effective date of August 9, 2012.

CHESAPEAKE #	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0077226-000	MANSFIELD HWY PARKER HENDERSON RD FT	DALE PROPERTY SERVICES, LLC	6/29/2007	D207233201
TX0091276-000	JACKEY LYNN & VENITA HORD	DALE PROPERTY SERVICES, LLC	8/14/2007	D207344011
TX0042890-000	ZACHARY G. TERRY	PALOMA BARNETT, LLC	9/12/2007	D207448114
TX0096256-000	NELLIE WALKER	DALE PROPERTY SERVICES, LLC	10/9/2007	D207386911
End of Exhibit "A"				

Electronically Recorded

Official Public Records

Mary Louise Garcia

Mary Louise Garcia

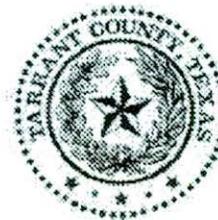
Tarrant County Texas

2/15/2013 4:54 PM

D213040890

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.

CORRECTION
DECLARATION OF POOLED UNIT
MCCULLEY-PARIS UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:
L0650336

Reference is made to that certain Declaration of Pooled Unit for the McCulley-Paris Unit, recording date of August 9, 2012, recorded as D212195162, Official Public Records of Tarrant County, Texas. Such Declaration is incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Correction to the Declaration of Pooled Unit – McCulley-Paris 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 there under 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 Correction to the 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.

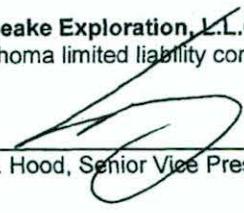
NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – McCulley-Paris Unit, is hereby corrected to include the leases the attached Exhibit "A".

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

EXECUTED by the undersigned parties on the respective date of acknowledgment hereof, to be effective for all purposes as of August 9, 2012.

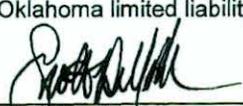
Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company



Henry J. Hood, Senior Vice President -
Land

Handwritten initials: M, O, B

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 9 day of January, 2013, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.



Leslie Ann Bullington
Notary Public in and for the State of Oklahoma

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) §

This instrument was acknowledged before me on this 13 day of February, 2013, by Scott R. Mueller, as Chief Financial Officer of **Jamestown Resources, L.L.C.** on behalf of said limited liability company.



Nikki Landsberger
Notary Public in and for 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

Exhibit "A"

Attached to and made a part of that Correction Declaration of Pooled Unit for the McCulley-Paris Unit dated the effective date of August 9, 2012.

TRACT	CHESAPEAKE #	LESSOR	LESSEE	LEASE DATE	RECORDING
48	TX0077469-000	BOBBY E. SIDES	DALE PROPERTY SERVICES, LLC	6/29/2007	D207233200
565	TX0089725-000	FREDDIE & OLETA GREER	DALE PROPERTY SERVICES, LLC	8/7/2007	D207337118
137	TX0091240-000	MARIA MARTHA PEREZ	DALE PROPERTY SERVICES, LLC	8/30/2007	D207337510
651	TX0096730-000	JAMES R. SPENCER	DALE PROPERTY SERVICES, LLC	9/18/2007	D207384703
123	TX0107380-000	CAMERON T. CREW	DALE PROPERTY SERVICES, LLC	1/24/2008	D208027911
654	TX0137179-000	DON A. HENRY	DALE PROPERTY SERVICES, LLC	2/11/2009	D209056460
590	42-0000287-000	JESSICA D. MURRAY	CHESAPEAKE EXPLORATION, LLC	6/20/2012	D212201250
454	42-0000226-000	VINCENTE RUIZ & JESUS AGUIRRE	CHESAPEAKE EXPLORATION, LLC	8/1/2012	D212213145
660	TX0469147-000	VICTOR V. MORAN	CHESAPEAKE EXPLORATION, LLC	9/28/2010	D210258898

End of Exhibit "A"

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

Electronically Recorded

Tarrant County Texas

Official Public Records

3/19/2013 4:19 PM

D213069790

Mary Louise Garcia

PGS 4 \$28.00

Mary Louise Garcia

Submitter: SIMPLIFILE

**FIRST AMENDMENT TO
DECLARATION OF POOLED UNIT
MCCULLEY-PARIS UNIT**

STATE OF TEXAS)

) KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT)

) Electronically Recorded
) Chesapeake Operating, Inc.

L0651467

Reference is made to that certain Declaration of Pooled Unit for the McCulley-Paris Unit, recording date of August 9, 2012, recorded as D212195162, Official Public Records of Tarrant County, Texas. Said Declaration and all amendments are incorporated herein for all purposes.

Whereas, the purpose and intent of this First Amendment to the Declaration of Pooled Unit – McCulley-Paris Unit is to amend the Exhibit "A" to include additional leases.

RECITALS

WHEREAS, the Lease 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 Lease; and

WHEREAS, the pooling, unitization and combination of the Lease 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 an party who is not named below without the consent of parties hereto.

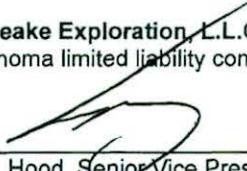
NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – McCulley-Paris 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 party on the respective date of acknowledgment hereof, to be effective for all purposes as of the recording date.

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



Henry J. Hood, Senior Vice President -
Land

Handwritten initials/signature

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



Scott R. Mueller, Chief Financial Officer

Handwritten initials/signature

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 18 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.



Leslie Ann Bullington

Notary Public in and for the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 7 day of March, 2013, by Scott R. Mueller, Chief Financial Officer of **Jamestown Resources, L.L.C.**, an Oklahoma limited liability company.



Leslie Ann Bullington

Notary Public in and for the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

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

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 First Amendment Declaration of Pooled Unit for the McCulley-Paris Unit.

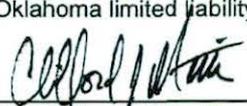
TRACT	CHK LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
19	TX-500152-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION L.L.C.	10/9/2012	D213011707
127	42-0001084-000	CHRIS & JENNIFER POOL	CHESAPEAKE EXPLORATION L.L.C.	10/3/2012	D212258567
358	42-000277-001	HAYDEN HOLDINGS L.L.C.	CHESAPEAKE EXPLORATION L.L.C.	9/20/2012	D212236067
643	42-0000736-000	PHYLLIS C. GAINES	CHESAPEAKE EXPLORATION L.L.C.	10/3/2012	D212254329
20	TX-500142-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION L.L.C.	9/11/2012	D212253195
End of Exhibit "A"					

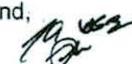
CHK Lease Number: TX0086089-000
Lessor: JOSE & JUDITH DE LA ROSA
Lessee: DALE PROPERTY SERVICES
Lease Date: 7/27/2007
Entry: D207303281

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

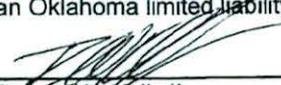
EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of August 9, 2012.

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



Clifford J. Merritt, Vice President – Land,
Southern Division 

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

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

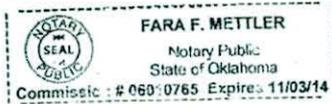
This instrument was acknowledged before me on this 30 day of April, 2013, by Clifford J. Merritt, as Vice President – Land, Southern Division of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.



Leslie Ann Bullington
Notary Public in and for the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 29th day of May, 2013, by Robert W. Kelly II, Attorney-in-Fact, for **Jamestown Resources, L.L.C.**, on behalf of said limited liability company.



Fara F. Mettler
Notary Public in and for the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

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

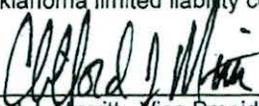
This instrument was acknowledged before me on this _____ day of _____, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

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 August 9, 2012.

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



Clifford J. Merritt, Vice President – Land,
Southern Division



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

Robert W. Kelly III
Attorney-in-Fact

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 15 day of August, 2013, by Clifford J. Merritt, as Vice President – Land, Southern Division of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.





Notary Public in and for the State of Oklahoma

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, for **Jamestown Resources, L.L.C.**, on behalf of said limited liability company.

Notary Public in and for the State of Oklahoma

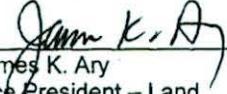
STATE OF TEXAS)
) §
COUNTY OF HARRIS)

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.

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

Notary Public in and for the State of Texas

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



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

SD
28

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

ACKNOWLEDGMENTS

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.



Leslie Ann Bullington

Notary Public in and for the State of Oklahoma

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 for **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

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the McCulley -Paris Unit, effective as of recording date of the original Declaration of Pooled Unit and subsequent Amendments.

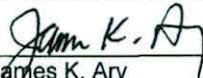
The original McCulley-Paris Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted from the respective Exhibit "A" list of leases on the original Declaration of Pooled Unit, or the First Amendment to Declaration of Pooled Unit for the McCulley-Paris Unit:

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY #	DPU
637	TX0044911-000	ARMANDA & ISABEL RODRIQUEZ	PALOMA BARNETT, L.L.C.	12/28/2007	D208031786	ORIGINAL
101	TX0139478-000	BOBBY J. THOMAS	DALE PROPERTY SERVICES, L.L.C.	6/23/2009	D209174409	ORIGINAL
663	TX0421206-000	RUBEN ALCANTAR	CHESAPEAKE EXPLORATION, L.L.C.	10/26/2010	D210309231	ORIGINAL
355	TX0422785-000	TARRANT PROPERTIES INC.	NEWARK ENERGY, L.L.C.	3/8/2011	D211136380	ORIGINAL
495	42-003437-000	ASHTON HOLDINGS, INC.	CHESAPEAKE EXPLORATION, L.L.C.	4/26/2011	D211154790	ORIGINAL
1A	42-051539-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, L.L.C.	7/17/2012	D212198739	ORIGINAL
294	42-0003991-001	HAYDEN HOLDINGS, L.L.C.	CHESAPEAKE EXPLORATION, L.L.C.	1/7/2013	D213007992	1ST AMENDMENT

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

05/27/14

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

ACKNOWLEDGMENTS

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.



Leanne Ann Bullington

Notary Public in and for the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

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

Notary Public in and for 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

Exhibit "A"

Attached to and made a part of that Second Amendment Declaration of Pooled Unit for the McCulley-Paris Unit.

TRACT	CHK LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
549	42-0007541-000	ANTONIO & LETICIA TREJO	CHESAPEAKE EXPLORATION, LLC	2/25/2013	D213064139
519	42-0007575-000	PHILEMON R. BROWN	CHESAPEAKE EXPLORATION, LLC	3/20/2013	D213088245
End of Exhibit "A"					

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18486
Oklahoma City, OK 73154

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, effective as of recording date of the original Declaration of Pooled Unit and subsequent Amendments.

The original McCulley-Paris Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted from the respective Exhibit "A" list of leases on the original Declaration of Pooled Unit, the First Amendment or Second Amendment to Declaration of Pooled Unit for the McCulley-Paris Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY #	DPU
TX0077457-000	HANSFIELD HIGHWAY HIGH CREEK DR., FTW, INC.	DALE PROPERTY SERVICES, LLC	6/29/2007	D207233199	ORIGINAL
TX0088092-000	JUAN FRANCISCO AND MARIA TOMOSA DE LA ROSA	DALE PROPERTY SERVICES, LLC	8/21/2007	D207322995	ORIGINAL
TX0428912-000	MARIA D. SANTOS AND LUZ MARIA GARCIA	CHESAPEAKE EXPLORATION, L.L.C.	1/10/2011	D211016833	ORIGINAL
TX0025856-000	ROBERT L. AND BARBARA JOAN STANLEY	NEWARK ENERGY, LLC	1/29/2011	D211141417	ORIGINAL
TX0025920-000	DELORES YARBOROUGH	NEWARK ENERGY, LLC	2/13/2011	D211141415	ORIGINAL
TX0025882-000	FRANKIE JACKSON BROWN	NEWARK ENERGY, LLC	3/1/2011	D211141413	ORIGINAL
TX0025933-000	CESAR TREJO	NEWARK ENERGY, LLC	3/6/2011	D211141385	ORIGINAL
TX0025887-000	JUAN FRANCISCO AND MARIA TOMOSA DE LA ROSA	NEWARK ENERGY, LLC	3/16/2011	D211141374	ORIGINAL

END OF EXHIBIT "A"

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

LEASE RECORDS DOCUMENT TRANSMITTAL

BUSINESS UNIT: Central Texas DATE: 3/12/15
FROM: Maggie Bowker DEPARTMENT: Central Texas - Land
REQUEST TYPE: Corrected McCulley-Pam's Unit (DPV)

SELECT ACTION(S)

RECORD / E-RECORD DOCUMENT: # _____

*COUNTY / PARISH & STATE: Tarrant

*PROSPECT / COST CENTER NO.: 634462

SPECIAL DISTRIBUTION INSTRUCTIONS: please send me recorded copy.

Instructions/Comments:

IMAGE DOCUMENT: # _____

UPDATE LEASE RECORD: # _____

*COMPLETE PAYMENT FORM IF REQUESTING NEW PAYMENT SET UP

Instructions/Comments:

UPDATE CONTRACT RECORD: # 715-0430

*COMPLETE CONTRACT BRIEF FORM IF REQUESTING NEW CONTRACT SETUP

Instructions/Comments: X-ref to unit & leases.

***REQUIRED PER ACTION**

CORRECTED
DECLARATION OF POOLED UNIT
MCCULLEY-PARIS UNIT

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

Reference is made to that certain Declaration of Pooled Unit for the McCulley-Paris Unit, recording date of August 9, 2012, recorded as D212195162, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit for the McCulley-Paris Unit, recording date of March 19, 2013, recorded as D213069790, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit for the McCulley-Paris Unit, recording date of November 6, 2013, recorded as D213287501, Official Public Records of Tarrant County, Texas. Said Declaration and all amendments are incorporated herein for all purposes.

RECITALS

WHEREAS, the purpose and intent of this Corrected Declaration of Pooled Unit – McCulley-Paris Unit is to include a lease which was previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but was 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 – McCulley-Paris Unit, is hereby corrected to include the following lease:

LEASE NUMBER: TX0103035-000
LESSOR: DOROTHY G. AND DONALD CAMPBELL
LESSEE: DALE PROPERTY SERVICES, LLC
LEASE DATE: 11/27/2006
RECORDING: D207451667

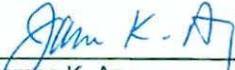
8 UND 715-0430

DOC 4543

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 9th day of August, 2012.

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

By: 
James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager *J.K.A.*

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

By: 
Robert W. Kelly II, Attorney-in-Fact *R.W.K.*

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

By: 
Pierre Germain, Vice President
Business Development and Strategy

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 22 day of January, 2015, 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.




Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 9th day of February, 2015, 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.



Para F. Mettler
Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this, 4 day of March, 2015, by Pierre Germain 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

File No. MF 114²26
File No. _____

Tarrant County

Unit 7614 Designation

Date Filed: 2/5/15 4/21/17

George P. Bush, Commissioner

By Mr Barnstone

Unit 7614
 DIVISION ORDER MF114226
 MF114427

TO: CHESAPEAKE OPERATING INC. PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 634462
 EFFECTIVE: 5/13/2013
 PREPARED BY: ANALYST NAME
 DATE PREPARED: 9/17/2013
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on September 17, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR CHESAPEAKE OPERATING INC OWNER NO: 646157 INT TYPE: 2 (RI)
 PROPERTY: MCCULLEY-PARIS 1H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: 434.603 ACRES; E P PARRIS, A-1223 UNIT ACRES: 434.603000
 TARRANT, TX COMMENTS REQ 1 WREAY ROAD

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SS	0.076000	0.25000000	0.00004372	0.076000	0.25000000	0.00004372	0.076000	0.25000000	0.00004372

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

OWNER NO:646157

File No. MF114226 ⑨

Division Order
Date Filed: 5/14/19
George P. Bush, Commissioner
By AT

2019



TO: CHESAPEAKE OPERATING, INC. PAYOR P.O. BOX 18496 OKLAHOMA CITY, OK 73154	PROPERTY NO: 634462	EFFECTIVE: 5/13/2013
		PREPARED BY: ANALYST NAME
		DATE PREPARED: 9/16/2013
		PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on September 16, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	CHESAPEAKE OPERATING INC	OWNER NO: 646157	INT TYPE: 1 (WOR)
PROPERTY:	MCCULLEY-PARIS 1H	OWNER:	STATE OF TEXAS
LEGAL DESCRIPTION:	434.603 ACRES; E P PARRIS, A-1223	UNIT ACRES:	434.603000
	TARRANT, TX	COMMENTS:	

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA									

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
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Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

OWNER NO: 646157

WELL NAME: MCCULLY-PARIS 1H
 UNIT DESCRIPTION: 434.603 ACRES/ E P PARRIS, A-1223
 COUNTY, STATE: TARRANT, TX
 UNIT ACRES: 434.603000

Prepared: 9/5/13
 Effective: 5/13/13
 Deck: 22
 Analyst: ANALYST NAME

Deck Description: MASTER TITLE UNL DOW APO 1004

Internal Distribution:
 Revenue (original)
 P.O. File
 W.L. Debez

RECORD
 TITLE
 NRI

UNL/EN/SP/AC/

OWN	PROPERTY	PY	EX	OWNER NAME	W/LATCD	PAYBAS	DEDUCT	REDFIX	LEASE	NET	RI/WBL	INTEREST	UNL	EN	SP	AC	INTL	STATE OF TEXAS	J CANARY-YS	PACIFIC BAILL	TOTAL	
NO.	NUMBER	BT	CL						ACRES													
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.291000	0.25000000	0.00016739	0.00000573	0.00012125	0.00004041						0.00016739	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.187000	0.25000000	0.00010757	0.00000368	0.00007792	0.00002597						0.00010757	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.187000	0.25000000	0.00010757	0.00000368	0.00007792	0.00002597						0.00010757	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.329000	0.25000000	0.00018926	0.00000648	0.00013708	0.00004569						0.00018926	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.309000	0.25000000	0.00017775	0.00000608	0.00012875	0.00004292						0.00017775	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.180000	0.25000000	0.00010354	0.00000354	0.00007500	0.00002500						0.00010354	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.312000	0.25000000	0.00017947	0.00000614	0.00013000	0.00004333						0.00017947	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.228000	0.25000000	0.00013115	0.00000449	0.00009500	0.00003166						0.00013115	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.265000	0.25000000	0.00015244	0.00000522	0.00011042	0.00003660						0.00015244	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.219000	0.25000000	0.00012598	0.00000431	0.00009125	0.00003042						0.00012598	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.228000	0.25000000	0.00013115	0.00000449	0.00009500	0.00003166						0.00013115	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.206000	0.25000000	0.00011850	0.00000405	0.00008563	0.00002867						0.00011850	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.195000	0.25000000	0.00011217	0.00000384	0.00008125	0.00002708						0.00011217	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.204000	0.25000000	0.00011735	0.00000402	0.00008500	0.00002833						0.00011735	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.243000	0.25000000	0.00013978	0.00000478	0.00010125	0.00003375						0.00013978	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.243000	0.25000000	0.00013978	0.00000478	0.00010125	0.00003375						0.00013978	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.335000	0.25000000	0.00019270	0.00000559	0.00013958	0.00004653						0.00019270	0.00000000
2	35224	634462	SS	N	FOREST HILL RANCH LP			HU	42-051326-000	0.178000	0.25000000	0.00011629	0.00000350	0.00007414	0.00002473						0.00011629	0.00000000
2	1091367	634462	SS	N	FRY WORTH FARMS			HU	TX0205879-000	0.273000	0.25000000	0.00013794	0.00000537	0.00011375	0.00003796						0.00013794	0.00000000
2	1091367	634462	SS	N	FRANCISCA C CARBILLO			HU	TX0205879-000	0.204000	0.25000000	0.00011735	0.00000402	0.00008500	0.00002833						0.00011735	0.00000000
2	1091367	634462	SS	N	FRANCISCO ESCALANTE			HU	42-050278-000	0.452000	0.25000000	0.00024038	0.00000892	0.00018875	0.00006291						0.00024038	0.00000000
2	1091367	634462	SS	N	FRANKIE J BROWN			HU	TX0107062-000	1.873000	0.25000000	0.00113494	0.00003884	0.00022208	0.00007402						0.00113494	0.00000000
2	1094406	634462	SS	N	FREDI O MARTINEZ & EMMA OSCAR TORRES			HU	42-047097-000	1.874000	0.25000000	0.00113494	0.00003884	0.00022208	0.00007402						0.00113494	0.00000000
2	1094382	634462	SS	N	FT WORTH PLUMBERS & PIPEFITTERS			HU	42-010742-000	0.912063	0.25000000	0.00046994	0.00001524	0.00002653	0.00000867						0.00046994	0.00000000
2	1094396	634462	SS	N	FULTON FLOYD COOK			HU	TX0428896-000	0.234000	0.25000000	0.00013461	0.00000461	0.00009750	0.00003250						0.00013461	0.00000000
2	1094396	634462	SS	N	GABINO EMILIO			HU	42-050665-000	0.397000	0.25000000	0.00017128	0.00000586	0.00012406	0.00004136						0.00017128	0.00000000
2	1091583	634462	SS	N	GARY L THOMPSON			HU	TX0420489-000	0.051500	0.25000000	0.00002562	0.00000101	0.00002145	0.00000716						0.00002562	0.00000000
2	1091562	634462	SS	N	GARY M & GABRIELLE S WOODS			HU	TX0205864-000	0.196000	0.25000000	0.00011275	0.00000386	0.00008167	0.00002722						0.00011275	0.00000000
2	1091548	634462	SS	N	GEORGE E BLACKMAN			HU	42-008346-000	0.212000	0.25000000	0.00011295	0.00000417	0.00008833	0.00002845						0.00011295	0.00000000
2	1098265	634462	SS	N	GEORGE L HOOKS			HU	TX0205880-000	0.194000	0.25000000	0.00011160	0.00000382	0.00008084	0.00002694						0.00011160	0.00000000
2	1091544	634462	SS	N	GEORGE MITCHELL			HU	TX0205836-000	0.223000	0.25000000	0.00012828	0.00000439	0.00009292	0.00003097						0.00012828	0.00000000
2	1092508	634462	SS	N	GEORGIA B EDDINGS			HU	TX0469340-000	0.100000	0.25000000	0.00005752	0.00000197	0.00004166	0.00001389						0.00005752	0.00000000
2	1091570	634462	SS	N	GLENDA G THOMPSON			HU	TX0420489-000	0.194000	0.25000000	0.00011275	0.00000386	0.00008167	0.00002722						0.00011275	0.00000000
2	30535	634462	SS	N	GLORATON INDUSTRIES LLC			HU	TX0205915-000	0.193000	0.25000000	0.00011102	0.00000369	0.00008042	0.00002680						0.00011102	0.00000000
2	30535	634462	SS	N	GLORATON INDUSTRIES LLC			HU	TX0205916-000	0.324000	0.25000000	0.00018618	0.00000638	0.00013500	0.00004500						0.00018618	0.00000000
2	30535	634462	SS	N	GLORATON INDUSTRIES LLC			HU	TX0140237-000	0.211000	0.25000000	0.00011138	0.00000415	0.00008792	0.00002931						0.00011138	0.00000000
2	30535	634462	SS	N	GLORATON INDUSTRIES LLC			HU	TX0086099-000	0.535000	0.25000000	0.00024620	0.00000842	0.00017833	0.00006945						0.00024620	0.00000000
2	30535	634462	SS	N	GLORATON INDUSTRIES LLC			HU	TX0137089-000	0.405000	0.25000000	0.00013997	0.00000497	0.00016875	0.00005620						0.00013997	0.00000000
2	30535	634462	SS	N	GLORATON INDUSTRIES LLC			HU	TX0089725-000	0.824000	0.25000000	0.00047400	0.00001622	0.00034334	0.00011444						0.00047400	0.00000000
2	3091562	634462	SS	N	GLORIA J FLEMMING			HU	42-046530-000	0.205000	0.25000000	0.00011792	0.00000404	0.00008841	0.00002847						0.00011792	0.00000000
2	1013097	634462	SS	N	GLORIA J FLEMMING			HU	TX0112741-000	0.324000	0.25000000	0.00018618	0.00000638	0.00013500	0.00004500						0.00018618	0.00000000
2	1092506	634462	SS	N	GLORIA W BIERRE			HU	TX0156256-000	0.349000	0.25000000	0.00013984	0.00000497	0.00016875	0.00005620						0.00013984	0.00000000
2	1092506	634462	SS	N	GLORIA W BIERRE			HU	TX0205917-000	0.144000	0.25000000	0.00005947	0.00000224	0.00004854	0.00001585						0.00005947	0.00000000
2	1098257	634462	SS	N	HARRIET A BRANTLEY			HU	42-047797-000	0.328000	0.25000000	0.00018668	0.00000644	0.00013661	0.00004559						0.00018668	0.00000000
2	1098257	634462	SS	N	HARRY J BRADSHAW JR			HU	42-047673-000	0.038600	0.25000000	0.00002220	0.00000076	0.00001609	0.00000536						0.00002220	0.00000000
2	1098257	634462	SS	N	HAYDEN HOLDINGS LLC			HU	42-044509-000	0.054600	0.25000000	0.00002141	0.00000077	0.00001275	0.00000429						0.00002141	0.00000000
2	1098257	634462	SS	N	HAYDEN HOLDINGS LLC			HU	TX0205921-000	0.043												

WELL NAME: MCCULLEY-PARIS 1H
 UNIT DESCRIPTION: 434.403 ACRES, E P PAURIS, A-1223
 COUNTY, STATE: TARRANT, TX
 UNIT ACRES: 434.403000

Prepared: 9/5/13
 Effective: 5/13/13
 Deck Description: MASTER TITLE UNL ROW APO 1004

Analyst: ANALYST NAME

IT	OWN	PROPERTY	PY	EX	OWNER NAME	HLATCD	PAYBAS	REDUCT	REDFX	LEASY	NET ACRES	RI/NRI	INTEREST	UNIT	STATE OF TEXAS	J CANASTA-NO	PACIFIC DATA	TOTAL	
NO.	NO.	NO.	NO.	NO.															
1	1092528	634462	SS	N	LAURA VASQUEZ			B2	HU	TX0025919-000	0.250000	0.25000000	0.00014381	0.00000492	0.00010417	0.00003472		0.00014381	0.00000000
2	1088242	634462	SS	N	LAWRENCE A & MARY A LAURA			B2	HU	42-047464-000	0.262000	0.25000000	0.00015071	0.00000516	0.00010916	0.00003639		0.00015071	0.00000000
2	598837	634462	SS	N	LAWRENCE C TRIPLETT			B2	HU	TX0420485-000	0.172000	0.25000000	0.00009694	0.00000339	0.00007167	0.00002368		0.00009694	0.00000000
2	598837	634462	SS	N	LAWRENCE C TRIPLETT			B2	HU	TX0420565-000	0.172000	0.25000000	0.00009694	0.00000339	0.00007167	0.00002368		0.00009694	0.00000000
2	598837	634462	SS	N	LAWRENCE C TRIPLETT			B2	HU	TX0423060-000	0.172000	0.25000000	0.00009694	0.00000339	0.00007167	0.00002368		0.00009694	0.00000000
2	578217	634462	SS	N	LAWRENCE DALE LIGHT			B2	HU	TX0420264-000	0.034400	0.25000000	0.00001979	0.00000068	0.00001433	0.00000478		0.00001979	0.00000000
2	578217	634462	SS	N	LAWRENCE DALE LIGHT			B2	HU	TX0420476-004	0.034400	0.25000000	0.00001979	0.00000068	0.00001433	0.00000478		0.00001979	0.00000000
2	578217	634462	SS	N	LAWRENCE DALE LIGHT			B2	HU	TX0420476-000	0.034400	0.25000000	0.00001979	0.00000068	0.00001433	0.00000478		0.00001979	0.00000000
2	1094390	634462	SS	N	LAWRENCE J JR AMBRYLYN SHIRLEY			B2	HU	42-047674-000	0.193000	0.25000000	0.00011102	0.00000380	0.00000802	0.00002680		0.00011102	0.00000000
2	1088260	634462	SS	N	LAWRENCE JOHNSON			B2	HU	TX0025930-000	0.243000	0.25000000	0.00013976	0.00000478	0.00010125	0.00003375		0.00013976	0.00000000
2	598842	634462	SS	N	LEANNE LIGHT MINTER			B2	HU	42-000950-000	0.034400	0.25000000	0.00001979	0.00000068	0.00001433	0.00000478		0.00001979	0.00000000
2	598842	634462	SS	N	LEANNE LIGHT MINTER			B2	HU	TX0420477-000	0.034400	0.25000000	0.00001979	0.00000068	0.00001433	0.00000478		0.00001979	0.00000000
2	598842	634462	SS	N	LEANNE LIGHT MINTER			B2	HU	TX0420476-000	0.034400	0.25000000	0.00001979	0.00000068	0.00001433	0.00000478		0.00001979	0.00000000
2	267768	634462	SS	N	LENA FAYE NARMORE			B2	HU	TX0101249-000	0.344000	0.25000000	0.00019788	0.00000677	0.00014333	0.00004778		0.00019788	0.00000000
2	1092523	634462	SS	N	LETICIA ESCATEL			B2	HU	TX0140638-000	16.607000	0.25000000	0.00055297	0.00002490	0.00061955	0.00023652		0.00055297	0.00000000
2	1094401	634462	SS	N	LIDIA A MICHOLES			B2	HU	42-046533-000	0.193000	0.25000000	0.00011102	0.00000380	0.00000802	0.00002680		0.00011102	0.00000000
2	1094418	634462	SS	N	LILLIAN RODRIGUEZ			B2	HU	42-046537-000	0.196500	0.25000000	0.00006126	0.00000210	0.00004437	0.00001479		0.00006126	0.00000000
2	1092563	634462	SS	N	LILLIAN C JAMES			B2	HU	42-046246-000	0.162000	0.25000000	0.00002084	0.00000713	0.00015084	0.00005027		0.00002084	0.00000000
2	1091582	634462	SS	N	LILLIE D HESBILT			B2	HU	TX0025931-000	0.205000	0.25000000	0.00011792	0.00000404	0.00008941	0.00002847		0.00011792	0.00000000
2	1092499	634462	SS	N	JMS RAMSILL REAL EST LP			B2	HU	TX0140731-000	12.493000	0.25000000	0.00059270	0.00002423	0.00074633	0.00028813		0.00059270	0.00000000
2	1092505	634462	ST	N	LOIS H CARTER			B2	HU	TX0140654-000	0.874000	0.25000000	0.00046706	0.00000878	0.00017533	0.00005513		0.00046706	0.00000000
2	1092505	634462	ST	N	LOIS H CARTER			B2	HU	TX0140655-000	0.185000	0.25000000	0.00007593	0.00000160	0.00005500	0.00001833		0.00007593	0.00000000
2	1092523	634462	SS	N	LOLA S HANKINS			B2	HU	TX0140459-000	0.840000	0.25000000	0.00037225	0.00001276	0.00027000	0.00008989		0.00037225	0.00000000
2	1013100	634462	SS	N	LUCIO VAZQUEZ AMARIA HERNANDEZ			B2	HU	TX0104979-000	0.310000	0.25000000	0.00017632	0.00000610	0.00012916	0.00004306		0.00017632	0.00000000
2	1092542	634462	SS	N	LUZ MARIA GARCIA			B2	HU	42-005335-000	0.102000	0.25000000	0.00005867	0.00000201	0.00004290	0.00001416		0.00005867	0.00000000
2	1092538	634462	ST	N	LYDIA FRANCES MENDO			B2	HU	42-010742-000	0.012063	0.25000000	0.00000694	0.00000024	0.00000503	0.00000167		0.00000694	0.00000000
2	1088231	634462	SS	N	LYNN & KATHLEEN NEWSOME			B2	HU	TX0025982-000	0.242000	0.25000000	0.00013921	0.00000476	0.00010063	0.00003362		0.00013921	0.00000000
2	1091567	634462	SS	N	MAMIE L ARMON			B2	HU	42-046532-000	0.273000	0.25000000	0.00018704	0.00000537	0.00011376	0.00003792		0.00018704	0.00000000
2	1092542	634462	SS	N	MAE H ROGERS			B2	HU	TX0006733-000	0.264000	0.25000000	0.00015186	0.00000520	0.00011600	0.00003666		0.00015186	0.00000000
2	1092540	634462	SS	N	MAE L SHRE			B2	HU	TX0044946-000	0.352000	0.25000000	0.00020248	0.00000693	0.00014666	0.00004889		0.00020248	0.00000000
2	1088248	634462	SS	N	MARCELLE H THOMPSON			B2	HU	TX0025834-000	0.328000	0.25000000	0.00015094	0.00000517	0.00010933	0.00003444		0.00015094	0.00000000
2	1088256	634462	SS	N	MARIA GARCIA			B2	HU	TX0025831-000	0.092333	0.25000000	0.00005311	0.00000182	0.00003847	0.00001287		0.00005311	0.00000000
2	435595	634462	SS	N	MARFIELD HWY PARKER HENDERSON			B2	HU	TX0007726-000	1.854000	0.25000000	0.00112344	0.00003844	0.00003275	0.00002713		0.00112344	0.00000000
2	1093114	634462	SS	N	MARIA C RAMIREZ			B2	HU	TX0025868-000	0.274000	0.25000000	0.00018704	0.00000537	0.00011376	0.00003792		0.00018704	0.00000000
2	1091588	634462	SS	N	MARIA C SANTOS			B2	HU	42-005335-000	0.102000	0.25000000	0.00005867	0.00000201	0.00004290	0.00001416		0.00005867	0.00000000
2	1013111	634462	SS	N	MARIA ROSA			B2	HU	42-001934-000	0.383000	0.25000000	0.00022032	0.00000754	0.00015959	0.00005319		0.00022032	0.00000000
2	1013111	634462	SS	N	MARILYN PEPPERS			B2	HU	TX04069624-000	0.459000	0.25000000	0.00026403	0.00000902	0.00017975	0.00006375		0.00026403	0.00000000
2	1093371	634462	SS	N	MARIO & MARIA SAAVEDRA			B2	HU	TX0025905-000	0.353000	0.25000000	0.00020306	0.00000695	0.00014708	0.00004963		0.00020306	0.00000000
2	904964	634462	SS	N	MARIN D HIXSON			B2	HU	TX0427284-000	0.205000	0.25000000	0.00011792	0.00000404	0.00008814	0.00002847		0.00011792	0.00000000
2	1092511	634462	SS	N	MARSHA L STEES			B2	HU	TX0147562-000	3.089000	0.25000000	0.00017491	0.00000680	0.00012870	0.00004790		0.00017491	0.00000000
2	1094399	634462	ST	N	MARSHA M PITMAN			B2	HU	42-010742-000	0.012063	0.25000000	0.00000694	0.00000024	0.00000503	0.00000167		0.00000694	0.00000000
2	1091514	634462	SS	N	MARTIN & MARGARET MACCORDO			B2	HU	TX0025928-000	0.194000	0.25000000	0.00011275	0.00000386	0.00008817	0.00002722		0.00011275	0.00000000
2	1088259	634462	SS	N	MARTIN SOMET & MABELITA MONTINEZ			B2	HU	TX0025892-000	0.344000	0.25000000	0.00018931	0.00000547	0.00011447	0.00003872		0.00018931	0.00000000
2	1013121	634462	SS	N	MARTIN GONZALES & BEREGA VALLEJO			B2	HU	TX0025974-000	0.136000	0.25000000	0.00011275	0.00000386	0.00008817	0.00002722		0.00011275	0.00000000
2	1091556	634462	SS	N	MARY F DAVIS			B2	HU	42-001236-000	0.211000	0.25000000	0.00012138	0.00000415	0.00008297	0.00002891		0.00012138	0.00000000
2	1092361	634462	SS	N	MARY E FERNANDEZ			B2	HU	TX0025881-000	0.186000	0.25000000	0.00011275	0.00000386	0.00008817	0.00002722		0.00011275	0.00000000
2	1091569	634462	SS	N	MARY J JONES			B2	HU	TX0025853-000	1.311000	0.25000000	0.00075414	0.00002581	0.00054625	0.00018208		0.00075414	0.00000000
2	1092411	634462	SS	N	MELBA E PITMAN			B2	HU	TX0138152-000	0.172000	0.25000000	0.00009694	0.00000339	0.00007167	0.00002368		0.00009694	0.00000000
2	1094419	634462	SS	N	MELBAIDES TROCHE			B2	HU	42-046527-000	0.106500	0.25000000	0.00006126	0.00000210	0.00004437	0.00001479		0.00006126	0.00000000
2	1091559	634462	SS	N	MELVIN & LYDIA M MALONE			B2	HU	TX0006506-000	0.186000	0.25000000	0.00011275	0.00000386	0.0				

WELL NAME: MCCULLEY-PARIS 1H
 UNIT DESCRIPTION: 434.603 ACRES) E P PARIS, A-1223
 COUNTY, STATE: TARRANT, TX
 UNIT ACRES: 434.603000
 Prepared: 9/5/13
 Effective: 5/13/13
 Deck: 22
 Analyst: ANALYST NAME
 Deck Description: MASTER TITLE UNL DCM APO 1004

Internal Distribution:
 Revenue (original)
 D.O. File
 W.T. Owners

RECORD
 TITLE
 NRI

IT	OWN	PROPERTY	PY	EX	OWNER NAME	HLATCD	PAYBAS	DEDUCT	REFDIS	LEASE	ACRES	RI/NSL	NET		UNIT		STATE OF TEXAS	J CANARY-HP	PACIFIC RATIO	TOTAL	
													REV	INT	REV	INT					
2	1093368	634462	SS	N	OWEN DAVIS					TX0429155-000	0.353000	0.25000000	0.00020306	0.00000685	0.00014708	0.00004803				0.00020306	0.00000000
2	1086359	634462	SS	N	PALO STRATEGIC PTES LLC					TX0091240-000	2.787000	0.25000000	0.00160319	0.00005486	0.00116125	0.00038708				0.00160319	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0436188-000	2.258000	0.25000000	0.00129889	0.00004445	0.00090403	0.00013161				0.00129889	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0125829-000	0.149000	0.25000000	0.00008571	0.00000293	0.00006206	0.00002070				0.00008571	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0141770-000	1.333000	0.25000000	0.00076679	0.00005624	0.00055541	0.00018514				0.00076679	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					42-0021739-000	0.460000	0.25000000	0.00026461	0.00000905	0.00019167	0.00006389				0.00026461	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025842-000	0.390000	0.25000000	0.00022434	0.00000768	0.00016250	0.00005416				0.00022434	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0469623-000	0.149333	0.25000000	0.00008590	0.00000294	0.00006222	0.00002074				0.00008590	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0469623-000	0.149333	0.25000000	0.00008590	0.00000294	0.00006222	0.00002074				0.00008590	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0469623-000	0.149333	0.25000000	0.00008590	0.00000294	0.00006222	0.00002074				0.00008590	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0436247-000	1.418000	0.25000000	0.00081569	0.00002791	0.00059693	0.00019695				0.00081569	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					3PLSR	0.231000	0.25000000	0.00012138				0.000009104	0.000003034		0.00012138	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0139779-000	0.217000	0.25000000	0.00009986	0.00000342	0.00007233	0.00002411				0.00009986	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0092998-000	0.211000	0.25000000	0.00012138	0.00000413	0.00008792	0.00002931				0.00012138	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0142458-000	0.310000	0.25000000	0.00017832	0.00000610	0.00012916	0.00004306				0.00017832	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025935-000	0.211000	0.25000000	0.00012138	0.00000413	0.00008792	0.00002931				0.00012138	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0104605-000	0.312000	0.25000000	0.00017947	0.00000612	0.00013006	0.00004333				0.00017947	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					3PLSR	0.193000	0.25000000	0.00011102				0.000008327	0.000002778		0.00011102	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0124279-000	0.205000	0.25000000	0.00011792	0.00000404	0.00008541	0.00002847				0.00011792	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0027889-000	0.270000	0.25000000	0.00015531	0.00000531	0.00011280	0.00003750				0.00015531	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025934-000	0.299000	0.25000000	0.00017000	0.00000589	0.00012459	0.00004132				0.00017000	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025931-000	0.215000	0.25000000	0.00009894	0.00000339	0.00007167	0.00002388				0.00009894	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025975-000	0.226000	0.25000000	0.00013000	0.00000445	0.00009416	0.00003139				0.00013000	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0138151-000	0.339000	0.25000000	0.00019501	0.00000667	0.00014125	0.00004709				0.00019501	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					3PLSR	0.471000	0.25000000	0.00027094				0.00020331	0.000006773		0.00027094	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025874-000	0.458000	0.25000000	0.00026403	0.00000903	0.00019123	0.00006373				0.00026403	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0088087-000	0.397000	0.25000000	0.00022837	0.00000781	0.00016542	0.00005514				0.00022837	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0088089-000	0.397000	0.25000000	0.00022837	0.00000781	0.00016542	0.00005514				0.00022837	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0139763-000	0.639000	0.25000000	0.00036758	0.00001258	0.00022625	0.00008874				0.00036758	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					42-050276-000	0.597000	0.25000000	0.00034342	0.00001175	0.00024875	0.00008292				0.00034342	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025928-000	0.251000	0.25000000	0.00014438	0.00000494	0.00010458	0.00002486				0.00014438	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0102039-000	0.321000	0.25000000	0.00018465	0.00000632	0.00013375	0.00004458				0.00018465	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025943-000	0.456000	0.25000000	0.00020985	0.00000718	0.00013200	0.00005067				0.00020985	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025972-000	0.539000	0.25000000	0.00024804	0.00000849	0.00017966	0.00005989				0.00024804	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0025939-000	0.302000	0.25000000	0.00017372	0.00000594	0.00012583	0.00004195				0.00017372	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					TX0087238-000	0.344000	0.25000000	0.00019788	0.00000677	0.00014333	0.00004778				0.00019788	0.00000000
2	1094059	634462	SS	N	PALO TRINITY ROYALTIES LP					42-007279-000	0.344000	0.25000000	0.00019788	0.00000677	0.00014333	0.00004778				0.00019788	0.00000000
2	1093368	634462	SS	N	PAULINA PROPERTIES LP					42-001309-000	0.178000	0.25000000	0.00009239	0.00000350	0.00004716	0.00002470				0.00009239	0.00000000
2	1033251	634462	SS	N	PAULA J MCINTYRE					42-046394-000	0.196000	0.25000000	0.00011275	0.00000386	0.00008167	0.00002732				0.00011275	0.00000000
2	1013098	634462	SS	N	PAULINA CONTRAET S					TX0125384-000	0.318000	0.25000000	0.00018293	0.00000628	0.00013290	0.00004417				0.00018293	0.00000000
2	1092530	634462	SS	N	PERDIO & MINERVA GONZALEZ					TX0025893-000	0.263000	0.25000000	0.00015129	0.00000518	0.00010958	0.00003653				0.00015129	0.00000000
2	1088261	634462	SS	N	PERDIO S JIMENEZ					TX0025923-000	0.362000	0.25000000	0.00020874	0.00000713	0.00013084	0.00004807				0.00020874	0.00000000
2	1013114	634462	SS	N	PERRY L BENHAM					TX0138152-000	0.172000	0.25000000	0.00008984	0.00000339	0.00004167	0.00002388				0.00008984	0.00000000
2	1092501	634462	SS	N	PETER J JACKSON					TX0139540-000	2.282000	0.25000000	0.00131769	0.00004492	0.00095083	0.00031494				0.00131769	0.00000000
2	1092501	634462	SS	N	PETER J JACKSON					TX0139540-000	1.353000	0.25000000	0.00077858	0.00002664	0.00046395	0.00018799				0.00077858	0.00000000
2	1093290	634462	SS	N	PHILIPPO R BROWN					42-0001575-000	0.344000	0.25000000	0.00019788	0.00000677	0.00014333	0.00004778				0.00019788	0.00000000
2	1094376	634462	SS	N	PHILLIP D SIMONS					42-003076-000	0.222000	0.25000000	0.00012770	0.00000437	0.00008250	0.00003000				0.00012770	0.00000000
2	142006	634462	SS	N	PHYLLIS GAINES					42-0000736-000	0.344000	0.25000000	0.00019788	0.00000677	0.00014333	0.00004778				0.00019788	0.00000000
2	1094371	634462	SS																		

File No. MF114226

(10)

Division Order

Date Filed: 5/14/19

George P. Bush, Commissioner

By AT





Texas General Land Office
 George P. Bush, Commissioner
 1700 North Congress Avenue
 Austin, Texas 78701-1495

*Amends &
 Replaces
 Unit 7614*

STATE RIGHT OF WAY and/or COUNTY ROAD UNIT DESIGNATION

OPERATOR INFORMATION

Contact Name Kelley Gori Phone (817) 720-1165
 Name of Pooled Unit MCCULLEY-PARIS
 Operator of Pooled Unit TEP Barnett USA, LLC County Tarrant
 Effective Date of Unit Declaration: 08/14/2012 *August 2017 - TEP took*

SROW/CO. ROAD LEASE(S) IN UNIT

over operations

SROW/CoRd Lease MF No.	Lease Date	Term	Royalty	Total Acreage in SROW/CoRd Lease	SROW/CoRd Lease Acreage in Unit
114226	7/17/2012	1 yr	0.25	3.69	0.617
114427	9/11/2012	2 yrs	0.25	0.148	0.148

part 0.00213681
NRI 0.00053420

Total SROW Acreage in Unit: 0.765000
 Total CoRd Acreage in Unit: 0.000000
 Total Private Acreage in Unit: 357.246000
 Total Unit Acreage: 358.011

State Roads Royalty Revenue Interest in Unit:	0.	0	0	0	5	3	4	2	0
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County Roads Royalty Revenue Interest in Unit:	0.	0	0	0	0	0	0	0	0
--	----	---	---	---	---	---	---	---	---

◆ 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 # 4243936585 RRC ID# 267308
 API # _____ RRC ID# _____
 API # _____ RRC ID# _____
 API # _____ RRC ID# _____

TRACT	LESSOR	LEASE DATE	LEGAL	BLOCK	LOT	RI	OWN %	NET ACRES	OWN #	CALC NRI
1A	STATE OF TEXAS - MF 114226	7/17/2012	John Collett Survey	A-261	MANSFIELD HWY	0.25	1	0.617	646157	0.00043085
20	STATE OF TEXAS - MF 114427	9/11/2012	E. P. Parris Survey	A-1223	WREAY RD	0.25	1	0.148	646157	0.00010335
										0.00053420

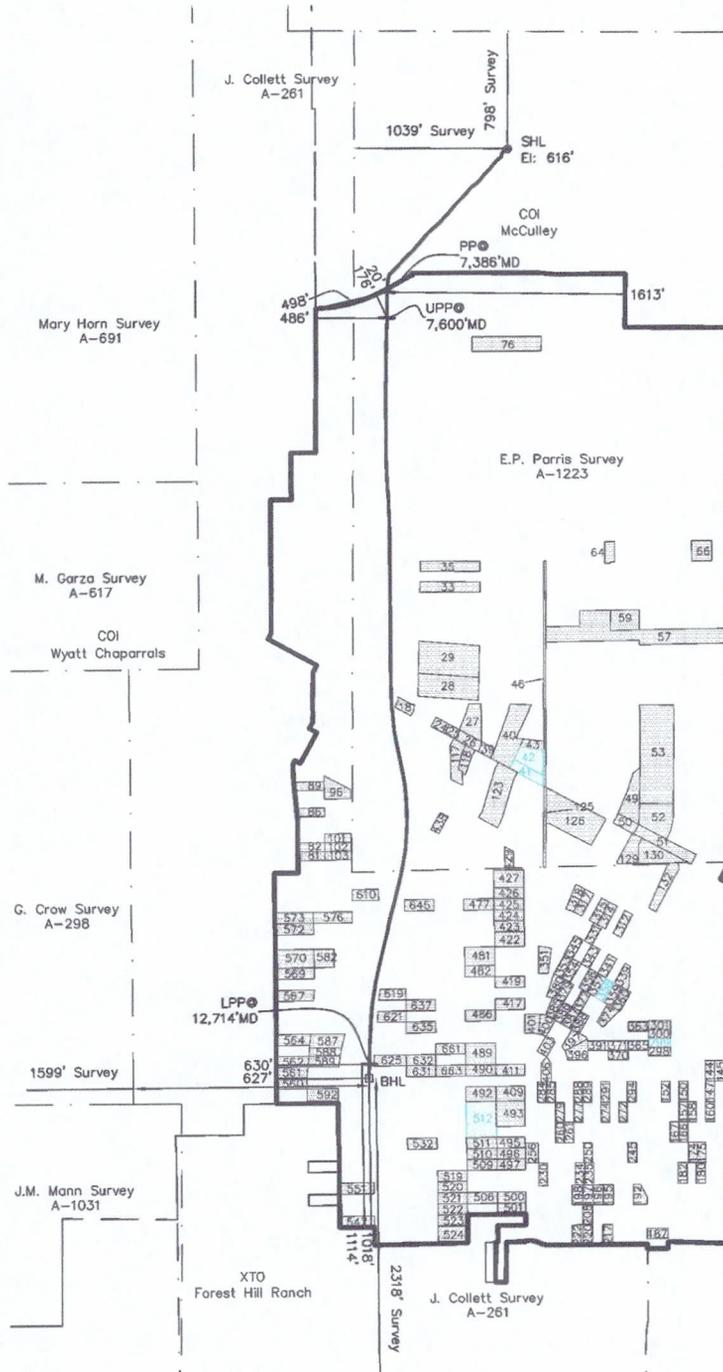
Chesapeake Operating, Inc., McCulley Paris, Well 1H, is located 798' FNL and 1,039' FWL of the E. P. Parris Survey, Abstract No. 1223, Fort Worth, Tarrant County, Texas.

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

Total Acreage - 434.603 ac.
 Total Unleased Acreage - 71.038 ac.
 Total Leased Acreage - 363.565 ac.



NAD83 TxNC-SHL
 N: 6934000.793
 E: 2351150.663
 LAT: 32.663865°
 LON: -97.256227°

NAD27 TxNC-SHL
 X: 2075090.818
 Y: 370095.799
 LAT: 32.663733°
 LON: -97.255936°

NAD27 TxNC-PP
 X: 2074271.065
 Y: 369124.331
 LAT: 32.661067°
 LON: -97.256606°

NAD27 TxNC-UPP
 X: 2074270.356
 Y: 368950.027
 LAT: 32.680589°
 LON: -97.258611°

NAD27 TxNC-LPP
 X: 2074130.265
 Y: 363880.057
 LAT: 32.666653°
 LON: -97.259103°

NAD27 TxNC-BHL
 X: 2074128.243
 Y: 363783.496
 LAT: 32.666386°
 LON: -97.259111°

D. Strickland Survey
 A-1376

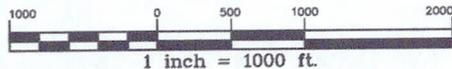


Prepared 3 April 2013

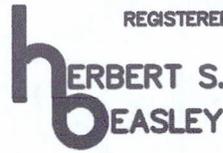
Page 1 of 6

= Partial leases
 = Unleased

Basis of Bearings: NAD27 Texas North Central Zone.
 Grid Scale Factor: 0.99986515244



As-Drilled Plat
McCulley Paris 1H
CHESAPEAKE OPERATING, INC.
363.565 Leased Acre McCulley Paris
Fort Worth, Tarrant County, Texas
 CHK-McCulley Paris 1H asb.dwg

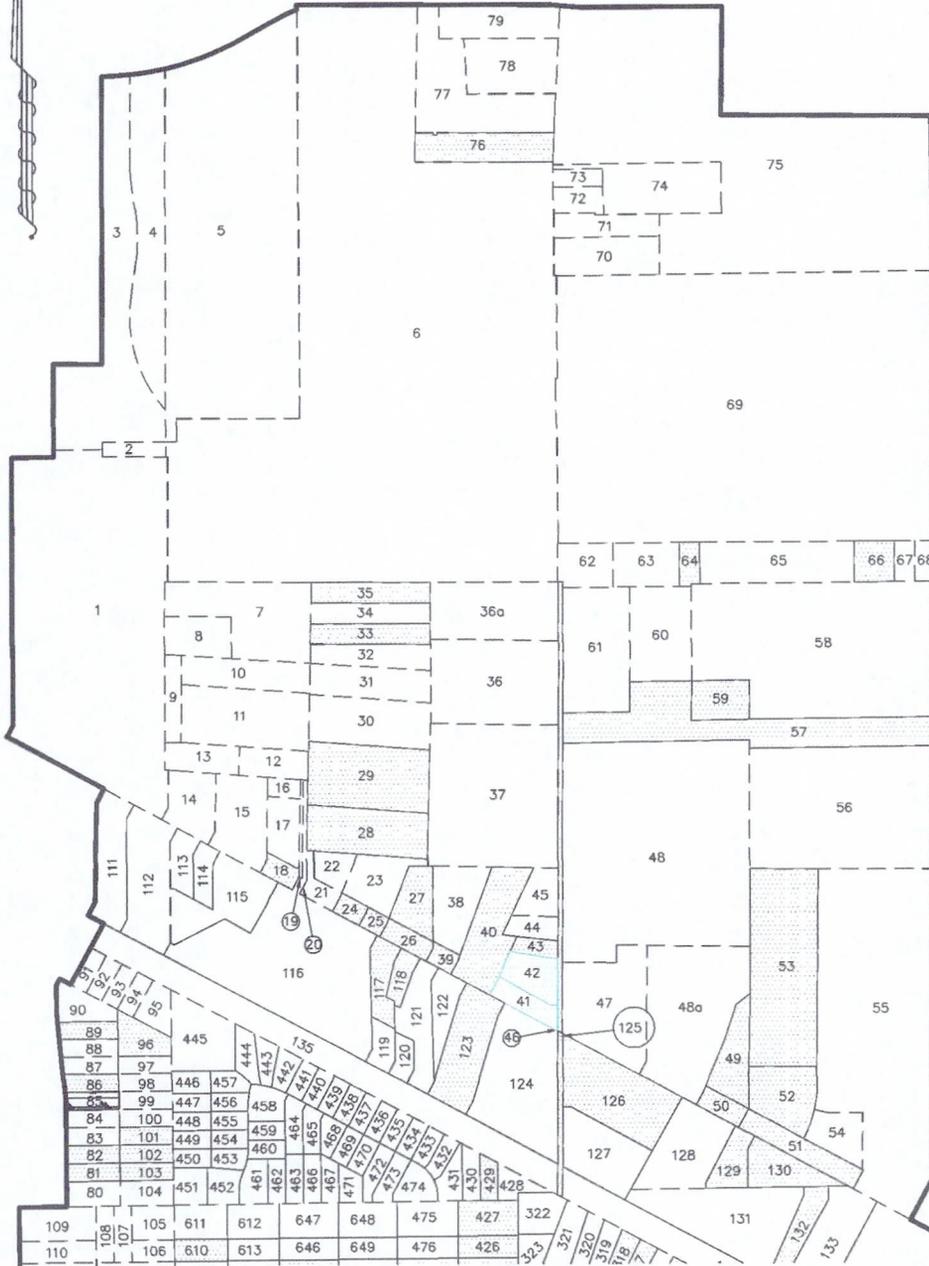


LAND SURVEYORS L.P.

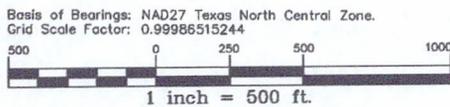
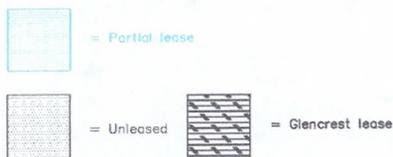
- LAND
- TOPOGRAPHIC
- CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

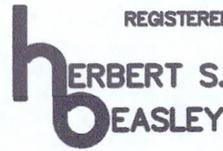
METRO 817-429-0194
FAX 817-448-5488



Page 2 of 6



As-Drilled Plat
McCulley Paris 1H
CHESAPEAKE OPERATING, INC.
363.565 Leased Acre McCulley Paris
 Fort Worth, Tarrant County, Texas

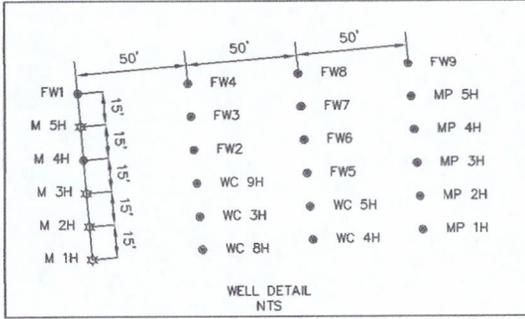


LAND SURVEYORS L.P.

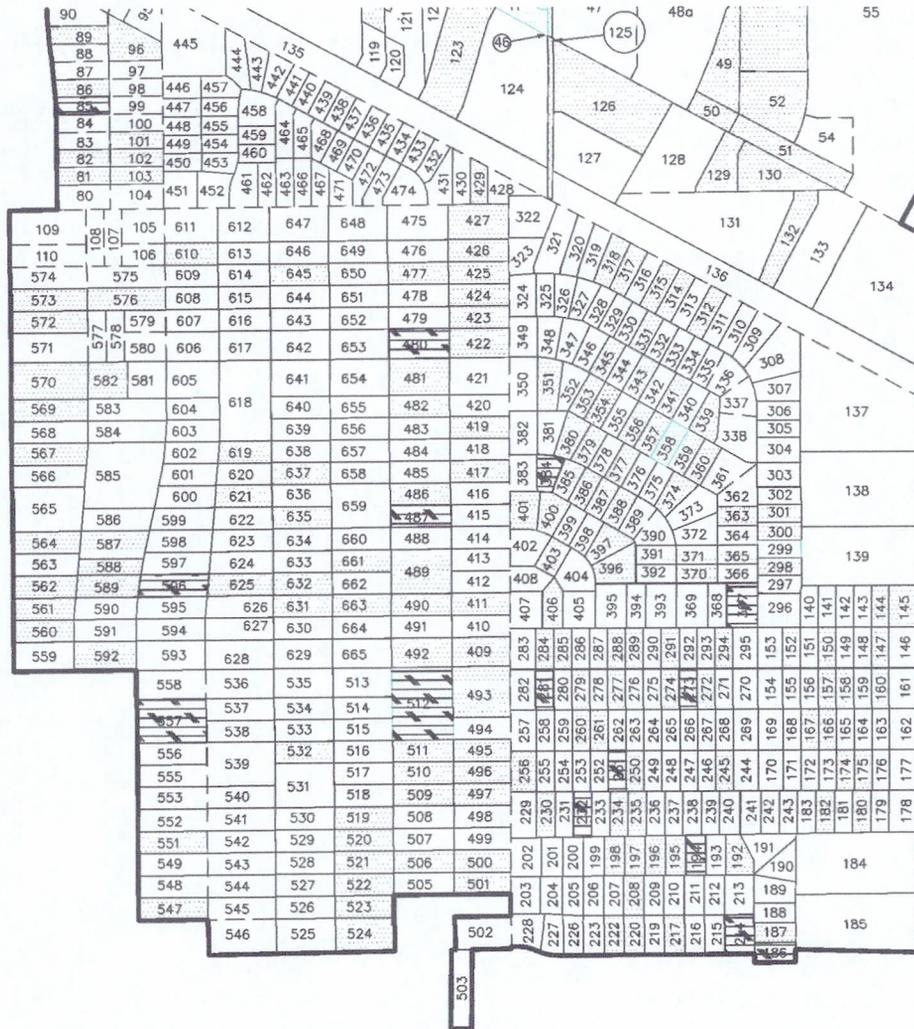
- LAND
- TOPOGRAPHIC
- CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

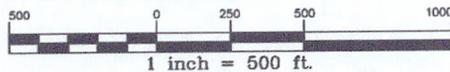
METRO 817-429-0184
FAX 817-448-5488



FW - FUTURE WELL
M - McCULLEY
MP - McCULLEY PARIS
WC - WYATT CHAPARRALS



Basis of Bearings: NAD27 Texas North Central Zone.
Grid Scale Factor: 0.9998651244



**As-Drilled Plat
McCulley Paris 1H
CHESAPEAKE OPERATING, INC.
363.565 Leased Acre McCulley Paris
Fort Worth, Tarrant County, Texas**

**THIRD AMENDMENT AND CORRECTION TO DECLARATION OF POOLED UNIT
MCCULLEY-PARIS UNIT**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to the following instruments:

1. That certain Declaration of Pooled Unit for the McCulley-Paris Unit, effective 8/14/2012 and recorded 8/9/2012 as D212195162, with a counterpart filing recorded as D212287668, Official Public Records of Tarrant County, Texas ("DPU").
2. That certain Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 10/8/2012 as D212248611, with a counterpart filing recorded as D212282961, Official Public Records of Tarrant County, Texas.
3. That certain Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 12/3/2012 as D212294178, with a counterpart filing recorded as D213017656, Official Public Records of Tarrant County, Texas.
4. That certain Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 2/15/2013 as D213040890, with a counterpart filing recorded as D213071298, Official Public Records of Tarrant County, Texas.
5. That certain First Amendment to Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 3/19/2013 as D213069790, with a counterpart filing recorded as D213096058, Official Public Records of Tarrant County, Texas.
6. That certain Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 5/31/2013 as D213138281, with a counterpart filing recorded as D213216386, Official Public Records of Tarrant County, Texas.
7. That certain Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 9/5/2013 as D213234939, with a counterpart filing recorded as D213274146, Official Public Records of Tarrant County, Texas.
8. That certain Second Amendment to Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 11/6/2013 as D213287501, with a counterpart filing recorded as D214122222, Official Public Records of Tarrant County, Texas.
9. That certain Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 11/6/2013 as D213287503, with a counterpart filing recorded as D214121983, Official Public Records of Tarrant County, Texas.
10. That certain Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 11/19/2014 as D214252331, Official Public Records of Tarrant County, Texas.
11. That certain Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 3/17/2015 as D215053140, Official Public Records of Tarrant County, Texas.
12. That certain Corrected Declaration of Pooled Unit for the McCulley-Paris Unit, recorded 8/9/2017 as D217183463, Official Public Records of Tarrant County, Texas.

Said DPU and all amendments and/or corrections thereto are incorporated herein for all purposes.

RECITALS

WHEREAS, the undersigned desire to amend and correct the Exhibit "A" of the DPU to include certain oil and gas leases which were previously pooled within the Unit Area as described in the Exhibit "B" of the DPU but was inadvertently omitted from the list of leases, and to amend the Exhibit "B" legal description of the DPU to change the size and configuration of the Unit Area; and

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; and

WHEREAS, This Agreement 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 of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

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. Exhibit "A" of the DPU is hereby corrected to include certain oil and gas leases which were previously pooled within the Unit Area as described in the Exhibit "B" of the DPU but was inadvertently omitted from the list of leases.
2. Exhibit "B" of the DPU is hereby deleted in its entirety and replaced with the Exhibit "B" attached hereto.
3. The Unit Area is being amended to **358.011 acres** as described in Exhibit "B" attached hereto.

Except as modified hereby, said DPU and any amendments and/or corrections thereto remain in full force and effect.

[signature pages follow]

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof.

TotalEnergies E&P USA Barnett 1, LLC
a Delaware limited liability company

By:  75
Brett Austin
Vice President – Land

TotalEnergies E&P USA Barnett 2, LLC
a Delaware limited liability company

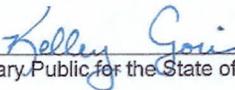
By:  75
Brett Austin
Vice President - Land

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this 19th day of September, 2022, by Brett Austin, Vice President - Land of **TotalEnergies E&P USA Barnett 1, LLC**, a Delaware limited liability company, as the act and deed on behalf of such limited liability company.

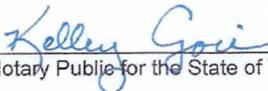



Notary Public for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this 19th day of September, 2022, by Brett Austin, Vice President - Land of **TotalEnergies E&P USA Barnett 2, LLC**, a Delaware limited liability company, as the act and deed on behalf of such limited liability company.




Notary Public for the State of Texas

BKV Barnett, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO §
 §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____,
by _____, _____ of **BKV Barnett, LLC**, a Delaware limited liability
company, as the act and deed on behalf of such limited liability company.

Notary Public for the State of Colorado

MORENO ENERGY, INC.

By: _____
F. Fox Benton, III
President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____, by F. Fox Benton, III, as President of **MORENO ENERGY, INC.** a Texas corporation, as the act and deed on behalf of such corporation.

Notary Public for the State of Texas

Diversified Gas & Oil PLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____,
by _____, _____ of **Diversified Gas & Oil PLC**, as the act and deed on
behalf of such company.

Notary Public

EXHIBIT "A"

Attached to and made a part of that Third Amendment and Correction to Declaration of Pooled Unit for the MCCULLEY-PARIS UNIT.

The McCulley-Paris Unit Exhibit "A" is hereby CORRECTED to **INCLUDE** the following oil and gas lease, which was previously pooled within the Unit Area, but inadvertently excluded from the Exhibit "A" list of leases of the DPU:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	ADDITION	BLK	LOT
TX-500142-000	STATE OF TEXAS - MF 114427	CHESAPEAKE EXPLORATION, LLC	9/11/2012	D212253195	E. P. Parris Survey	A-1223	WREAY RD
TX0089733-000	MAE BELLE ROGERS	DALE PROPERTY SERVICES, LLC	8/14/2007	D207337122	Twin Oaks Addition	1	12A
TX0086089-000	JOSE DE LA ROSA AND WIFE JUDITH DE LA ROSA	DALE PROPERTY SERVICES, LLC	7/27/2007	D207303281	Twin Oaks Addition	11	13

End of Exhibit "A"

EXHIBIT "B"

Attached to and made a part of that certain Third Amendment and Correction to Declaration of Pooled Unit for the McCulley-Paris Unit.

Being **358.011 acres** out of a 434.603 acre tract of land located in the J. Collett Survey, Abstract No. 261, the E.P. Parris Survey, Abstract No. 1223 and the D. Strickland Survey, Abstract No. 1376, Tarrant County, Texas. Said 434.603 acres of land being more particularly described as follows:

BEGINNING at a point at the apparent centerline intersection of Dorsey Street and Nell Street, said point lying in the north line of XTO Energy, Forest Hill Ranch Unit, said point being the most northerly southeast corner of TEP Barnett USA, LLC, Wyatt Chaparrals Unit and said point being the southwest corner of TEP Barnett USA, LLC, McCulley-Paris Unit;

THENCE N00°21'29"W, along said Nell Street centerline, a distance of 1,566.29 feet to a point at the apparent centerline intersection of Marshall Street and said Nell Street;

THENCE N89°34'01"E, along said Marshall street centerline, a distance of 161.46 feet to a point at another centerline intersection of said Marshall and Nell Street's;

THENCE along said Nell Street centerline as follows:

1. N00°32'40"W, a distance of 360.20 feet to a point;
2. N05°28'18"W, a distance of 296.37 feet to a point;
3. N00°55'20"W, a distance of 95.80 feet to a point;
4. N28°18'58"E, a distance of 25.04 feet to a point at the apparent centerline intersection of Burley Street and said Nell Street;

THENCE S61°41'02"E, along said Burley Street centerline, a distance of 41.75 feet to a point;

THENCE N28°18'58"E, at 25.00 feet passing a point at the west corner of Lot 5, Block 1, Pembroke Addition, an addition to the City of Forest Hill, Tarrant County, Texas according to the plat recorded in Volume 388-9, Page 129, Plat Records, Tarrant County, Texas, at 144.02 feet passing a point at the north corner of said Lot 5, said point lying in the southwest line of H. & T.C. Railroad, in all a distance of 236.52 feet to a point lying in the northeast line of said H. & T.C. Railroad, said point lying in the southwest line of Bisbee Street;

THENCE N61°41'59"W, along the common line of said Bisbee Street and H. & T.C. Railroad, a distance of 59.32 feet to a point;

THENCE N28°18'01"E, crossing said Bisbee Street, a distance of 49.35 feet to a point lying in the northeast line of said Bisbee Street, said point being the southwest corner of Lot 9, Block 1, Millburn Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-154, Page 60, Plat Records, Tarrant County, Texas;

THENCE N01°16'40"E, along the west line of said Lot 9, a distance of 336.03 feet to a point at the northwest corner of said Lot 9, said point lying in the southwest line of Mansfield Highway;

THENCE N28°29'17"E, a distance of 54.36 feet to a point lying in the apparent centerline of said Mansfield Highway;

THENCE N61°30'43"W, along said Mansfield Highway centerline, a distance of 376.22 feet to a point;

THENCE N27°50'03"E, a distance of 3.60 feet to a point;

THENCE S62°46'26"E, a distance of 0.88 feet to a point;

THENCE N27°13'34"E, a distance of 40.51 feet to a point at the southwest corner of Lot 2, Block 1, Samsill Industrial Park, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-57, Page 323, Plat Records, Tarrant County, Texas;

THENCE along the west and north lines of said Block 1 as follows:

1. N00°08'26"W, a distance of 908.80 feet to a point at the northwest corner of Lot 3, of said Block 1;
2. N89°51'34"E, a distance of 143.67 feet to a point at the apparent intersection of said Nell Street and Block 1 north line;

THENCE N00°08'08"E, along said Nell Street centerline, a distance of 317.81 feet to a point;

THENCE S89°46'40"E, at 25.00 feet passing a point at the southwest corner of Lot 8, Block 23, J. T. Couch Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in

Volume 388-J, Page 47, Plat Records, Tarrant County, Texas, in all a distance of 164.70 feet to a point at the southeast corner of said Lot 8;

THENCE N00°05'29"E, along the east line of said Block 23, at 529.63 feet passing a point at the northeast corner of Lot 1, of said Block 23, said point being the southeast corner of Lot 6, Block 22, J. T. Couch Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-G, Page 39, Plat Records, Tarrant County, Texas, at 947.13 feet passing an 1/2" iron rod stamped "VOTEX 4813" found at the northeast corner of Lot 1, of said Block 22, in all a distance of 977.14 feet to a point lying in the apparent centerline of Oak Hill Street, said point being the southwest corner of TEP Barnett USA, LLC, McCulley Unit, said point being the northwest corner of said McCulley-Paris Unit;

THENCE along said Oak Hill Street centerline as follows:

1. easterly, 498.38 feet along a non tangent curve to the left, having a radius of 1,000.00 feet, a central angle of 28°33'18" and a chord bearing N75°14'42"E, 493.24 feet to a point;
2. N60°58'03"E, a distance of 155.10 feet to a point;
3. northeasterly, 51.89 feet, along a curve to the right, having a radius of 300.00 feet, a central angle of 09°54'34" and a chord bearing N65°55'20"E 51.82 feet to a point lying in the west line of Lot 1, Block 1, Indian Creek Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-190, Page 35, Plat Records, Tarrant County, Texas;

THENCE N00°22'25"W, along said west line, a distance of 15.66 feet to an 1/2" iron rod found at the northwest corner of said Block 1;

THENCE S89°47'30"E, along the north line of said Block 1, at 409.45 feet passing the northeast corner of said Block 1, in all a distance of 857.52 feet to a point;

THENCE S85°05'48"E, a distance of 102.67 feet to an 1/2" iron rod found at the northwest corner of Lot 1, Block 1, Parris Estate, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 2725, Plat Records, Tarrant County, Texas;

THENCE along the north lines of said Lot 1 as follows:

1. N89°52'19"E, a distance of 481.78 feet to a 1" iron pipe found;
2. S00°47'26"W, a distance of 367.03 feet to a point;
3. S89°39'29"E, a distance of 712.62 feet to a point;

THENCE S01°06'38"E, along the east line of said Lot 1, at 528.55 feet passing a 3/8" iron rod found at the southeast corner of said Lot 1, in all a distance of 887.68 feet to a point;

THENCE N89°56'45"W, a distance of 6.99 feet to a point at the northeast corner of Lot 1, Block 1, Dove Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-143, Page 19, Plat Records, Tarrant County, Texas;

THENCE S00°01'21"E, along the east line of said Lot 1, a distance of 215.59 feet to a 3/8" iron rod found at the southeast corner of said Lot 1, said iron rod being the northeast corner of Lot 2, Block 1, Dove Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-157, Page 32, Plat Records, Tarrant County, Texas;

THENCE S00°27'54"W, along the east line of said Lot 2, a distance of 239.44 feet to an 1/2" iron pipe found at an angle point of said Lot 2;

THENCE S00°01'47"W, continuing along said east line, at 102.19 feet passing a 5/8" iron rod found at the southeast corner of said Lot 2, in all a distance of 239.09 feet to a point lying in the apparent centerline of Maxey Road;

THENCE S89°58'13"E, along said Maxey Road centerline, a distance of 1.98 feet to a point;

THENCE S00°22'51"W, a distance of 2,027.40 feet to a 5/8" iron rod found at the southeast corner of Lot 1, Block 9, Phase I, Warwick Estate, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-158, Page 37, Plat Records, Tarrant County, Texas;

THENCE S28°20'16"W, a distance of 163.71 feet to a point lying in said Mansfield Highway centerline;

THENCE S61°39'44"E, along said Mansfield Highway centerline, a distance of 101.80 feet to a point at the apparent centerline intersection of Anglin Drive and said Mansfield Highway;

THENCE along said Anglin Drive centerline as follows:

1. S01°07'12"W, a distance of 549.54 feet to a point;

2. S61°41'59"E, a distance of 0.95 feet to a point;
3. S00°51'04"W, a distance of 521.53 feet to a point;
4. N89°20'31"W, a distance of 7.96 feet to a point;
5. S00°39'14"W, a distance of 993.45 feet to a point;
6. S89°21'01"E, a distance of 1.02 feet to a point;
7. S00°42'56"W, a distance of 365.20 feet to a point, said point being the southeast corner of said McCulley Paris Unit;

THENCE N88°22'31"W, at 27.38 feet passing a point at the southeast corner of a tract of land described in the deed to Jose L. Olvera Sr., recorded in Volume 12783, Page 441, Deed Records, Tarrant County, Texas, in all a distance of 414.97 feet to a point at the southwest corner of said Olvera tract, said point lying in the east line of Block 3, Shady Hills, an addition to the City of Forest Hill, Tarrant County, Texas according to the plat recorded in Volume 388-24, Page 70, Plat Records, Tarrant County, Texas;

THENCE S00°41'23"W, along said east line, a distance of 44.40 feet to a point at the northeast corner of Lot 15, of said Block 3;

THENCE S89°48'23"W, along the north line of said Lot 15, at 113.98 feet passing the southwest corner of said Lot 15, in all a distance of 138.98 feet to a point lying in the apparent centerline of Shady Hill Drive East;

THENCE N00°11'37"W, along said Shady Hill Drive East centerline, a distance of 29.90 feet to a point at the apparent centerline intersection of Leonard Street and said Shady Hill Drive East, said point being the northeast corner of said Forest Hill Ranch Unit;

THENCE along said Leonard Street centerline as follows:

1. S89°48'23"W, a distance of 666.20 feet to a point;
2. westerly, 69.99 feet, along a curve to the right, having a radius of 150.00 feet, a central angle of 26°44'03" and a chord bearing N76°49'36"W 69.36 feet to a point of reverse curve to the left having a radius of 150.00 feet and a central angle of 26°39'03";
3. westerly along the arc, a distance of 69.77 feet to a point;
4. N89°54'54"W, a distance of 23.49 feet to a point at the apparent centerline intersection of Wanda Lane and said Leonard Street;

THENCE S00°05'06"W, along said Wanda Lane centerline, a distance of 7.65 feet to a point at the apparent centerline intersection of said Wanda Lane and Leonard Street;

THENCE S89°04'08"W, along said Leonard Street centerline, a distance of 133.15 feet to a point;

THENCE S00°27'47"W, at 25.00 feet passing a point at the northeast corner of a tract of land described in the deed to Rogelio Tijernia, recorded in County Clerk #D208287592, Deed Records, Tarrant County, Texas, in all a distance of 271.81 feet to a point at the southeast corner of said Tijernia tract;

THENCE N89°55'31"W, a distance of 70.00 feet to a point at the southwest corner of said Tijernia tract;

THENCE N00°27'56"E, at 245.59 passing a point at the northwest corner of said Tijernia tract, in all a distance of 270.59 feet to a point lying in said Leonard Street centerline;

THENCE N89°05'06"E, along said Leonard Street centerline, a distance of 14.15 feet to a point;

THENCE N00°29'00"W, at 25.00 feet passing the southwest corner of Lot 13, Block 12, Twin Oaks, an addition to the City of Forest Hill, Tarrant County, Texas according to the plat recorded in Volume 388-C, Page 43, Plat Records, Tarrant County, Texas, in all a distance of 113.51 feet to a point at the northwest corner of said Lot 13;

THENCE N89°38'31"E, along the north line of said Lot 13, at 165.11 feet passing a point at the northeast corner of said Lot 13, in all a distance of 190.59 feet to a point lying in said Wanda Lane centerline;

THENCE N00°00'18"W, along said Wanda Lane centerline, a distance of 75.00 feet to a point;

THENCE S89°38'31"W, at 25.36 feet passing a point at the northeast corner of Lot 14, of said Block 12, at 371.04 feet passing a point at the northwest corner of Lot 11, of said Block 12, in all a distance of 396.04 feet to a point lying in the apparent centerline of Twinoaks Drive;

THENCE S00°21'29"E, along said Twinoaks Drive centerline, a distance of 190.56 feet to a point at the apparent centerline intersection of said Leonard Street and Twinoaks Drive;

THENCE S89°04'08"W, along said Leonard Street centerline, a distance of 630.55 feet to a point;

THENCE N00°21'05"W, at 25.00 feet passing a point at the southeast corner of Lot 12, Block 10, of said Twin Oaks, in all a distance of 121.94 feet to a point at the northeast corner of said Lot 12;

THENCE S89°37'32"W, at 205.00 feet passing a point at the northwest corner of said Lot 12, in all a distance of 235.00 feet to a point at the apparent centerline of Hartman Road;

THENCE N00°21'29"W, along said Hartman Road centerline, a distance of 850.38 feet to a point at the apparent centerline intersection of said Dorsey Street and Hartman Road;

THENCE S89°35'23"W, along said Dorsey Street centerline, a distance of 415.00 feet to the point of beginning, containing 434.603 acres of land.

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

LESS, SAVE AND EXCEPT the following described 76.592 acres of land:

TRACT	ACRES	ADDITION / SUBDIVISION	BLK	LOT	TAX PARCEL
14-A	0.197	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
18	0.204	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
24	0.164	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
25	0.120	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
26	0.284	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
27	0.594	E. P. Parris Survey	A-1223	Tr. 4A4	A1223-4A04
28	1.414	E. P. Parris Survey	A-1223	Tr. 4R	A1223-4R
33	0.651	Naomi Addition	2	3	27860-2-3
35	0.642	Naomi Addition	2	1	27860-2-1
39	0.160	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
40	1.333	E. P. Parris Survey	A-1223	Tr. 4B3 & 4B6	A1223-4B03
41	0.389	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
43	0.197	E. P. Parris Survey	A-1223	Tr. 4B7	A1223-4B07
44	0.149	Being the unleased portion of a tract in E. P. Parris Survey	A-1223	Tr. 4B8	A1223-4B08
46	0.528	E. P. Parris Survey	A-1223	PARKER-HENDERSON RD	ROW
47-A	0.359	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
48-B	0.249	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
49	0.749	E. P. Parris Survey	A-1223	Tr. 1A1C	A1223-1A01C
50	0.269	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
51	0.718	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
52	1.029	Warwick Estates	8	2R1	45090-8-2R1
53	3.547	Warwick Estates	8	1R	45090-8-1R1, 45090-8-1R2
55-A	0.580	E. P. Parris Survey	A-1223	MANSFIELD HWY	ROW
57	3.291	Nellie Maxey & E. P. Parris Survey	1 & A-1223	A & Tr. 1D4, 1F	25200-1-A-A, A1223-1D04
59	0.616	E. P. Parris Survey	A-1223	Tr. 1D5	A1223-1D05
64	0.228	E. P. Parris Survey	A-1223	Tr. 2D3	A1223-2D03
66	0.433	E. P. Parris Survey	A-1223	Tr. 2D2	A1223-2D02
76	1.076	E. P. Parris Addition	1	3A	31828-1-3A
79	1.056	E. P. Parris Survey	A-1223	Tr. 7B & 7C	A1223-3
81	0.250	Pembroke Addition		16	32090-16
82	0.250	Pembroke Addition		15	32090-15
86	0.256	Pembroke Addition		11	32090-11
89	0.278	Pembroke Addition		8	32090-8
96	0.460	Pembroke Addition		26	32090-26
102	0.248	Pembroke Addition		20	32090-20
103	0.248	Pembroke Addition		19	32090-19
117	0.492	E. P. Parris Survey	A-1223	Tr. 4A2A1	A1223-4A02A1
118	0.268	Staggs Addition	1	1	40111-1-1-70
125	0.227	E. P. Parris Survey	A-1223	PARKER-HENDERSON RD	ROW
126	1.910	Tejas Testing Addition	1	1R	41479B-1-1R

TRACT	ACRES	ADDITION / SUBDIVISION	BLK	LOT	TAX PARCEL
129	0.470	Shirley Addition	1	1	38465-1-1A
130	0.712	E. P. Parris Survey	A-1223	Tr. 10A	A1223-10A
132	0.563	John Collett Survey	A-261	Tr. 10C2	A 261-10C02
136	3.003	John Collett Survey	A-261	Tr. 11	A 261-11
144	0.193	Forest Wood Addition	11	13	14390-11-13
145	0.345	Forest Wood Addition	11	14	14390-11-14
150	0.193	Forest Wood Addition	4	4	14390-4-4
152	0.193	Forest Wood Addition	4	2	14390-4-2
157	0.193	Forest Wood Addition	4	13	14390-4-13
158	0.193	Forest Wood Addition	4	12	14390-4-12
160	0.193	Forest Wood Addition	4	10	14390-4-10
165	0.012	Being the unleased portion of a tract in Forest Wood Addn	3	5	14390-3-5
166	0.193	Forest Wood Addition	3	4	14390-3-4
167	0.193	Forest Wood Addition	3	3	14390-3-3
174	0.097	Being the unleased portion of a tract in Forest Wood Addn	3	12	14390-3-12
175	0.193	Forest Wood Addition	3	11	14390-3-11
180	0.201	Forest Wood Addition	1	19	14390-1-19
187	0.219	Shady Hill Addition	3	13	37960-3-13
192	0.247	Shady Hill Addition	3	8	37960-3-8
195	0.212	Shady Hill Addition	3	5	37960-3-5
196	0.212	Shady Hill Addition	3	4	37960-3-4
197	0.212	Shady Hill Addition	3	3	37960-3-3
198	0.212	Shady Hill Addition	3	2	37960-3-2
208	0.211	Shady Hill Addition	2	3	37960-2-3
217	0.211	Shady Hill Addition	2	12	37960-2-12
220	0.211	Shady Hill Addition	2	14	37960-2-14
222	0.211	Shady Hill Addition	2	15	37960-2-15
226	0.108	Being the unleased portion of a tract in Shady Hill Addition	2	17	37960-2-17
230	0.219	Forest Wood Addition	1	2	14390-1-2
234	0.215	Forest Wood Addition	1	6	14390-1-6
235	0.214	Forest Wood Addition	1	7	14390-1-7
245	0.193	Forest Wood Addition	2	15	14390-2-15
250	0.196	Forest Wood Addition	2	20	14390-2-20
256	0.276	Forest Wood Addition	2	26	14390-2-26
260	0.196	Forest Wood Addition	2	4	14390-2-4
261	0.196	Forest Wood Addition	2	5	14390-2-5
272	0.193	Forest Wood Addition	5	16	14390-5-16
274	0.196	Forest Wood Addition	5	18	14390-5-18
277	0.196	Forest Wood Addition	5	21	14390-5-21
279	0.196	Forest Wood Addition	5	23	14390-5-23
284	0.196	Forest Wood Addition	5	2	14390-5-2
285	0.196	Forest Wood Addition	5	3	14390-5-3
288	0.196	Forest Wood Addition	5	6	14390-5-6
289	0.196	Forest Wood Addition	5	7	14390-5-7
291	0.196	Forest Wood Addition	5	9	14390-5-9
294	0.154	Being the unleased portion of a tract in Forest Wood Addn	5	12	14390-5-12
298	0.206	Forest Wood Addition	11	6	14390-11-6
299	0.103	Being the unleased portion of a tract in Forest Wood Addn	11	5	14390-11-5
300	0.206	Forest Wood Addition	11	4	14390-11-4
301	0.205	Forest Wood Addition	11	3	14390-11-3
307	0.143	Being the unleased portion of a tract in Forest Wood Addn	10	17	14390-10-17
312	0.241	Forest Wood Addition	10	12	14390-10-12
314	0.239	Forest Wood Addition	10	10	14390-10-10
315	0.238	Forest Wood Addition	10	9	14390-10-9
317	0.248	Forest Wood Addition	10	7	14390-10-7

TRACT	ACRES	ADDITION / SUBDIVISION	BLK	LOT	TAX PARCEL
331	0.192	Forest Wood Addition	9	8	14390-9-8
341	0.220	Forest Wood Addition	9	18	14390-9-18
343	0.216	Forest Wood Addition	9	20	14390-9-20
345	0.213	Forest Wood Addition	9	22	14390-9-22
351	0.310	Forest Wood Addition	8	2	14390-8-2
353	0.205	Forest Wood Addition	8	4	14390-8-4
354	0.220	Forest Wood Addition	8	5	14390-8-5
356	0.220	Forest Wood Addition	8	7	14390-8-7
357	0.220	Forest Wood Addition	8	8	14390-8-8
358	0.176	Being the unleased portion of a tract in Forest Wood Addn	8	9	14390-8-9
359	0.220	Forest Wood Addition	8	10	14390-8-10
360	0.220	Forest Wood Addition	8	11	14390-8-11
365	0.205	Forest Wood Addition	8	16	14390-8-16
370	0.205	Forest Wood Addition	8	21	14390-8-21
371	0.205	Forest Wood Addition	8	22	14390-8-22
374	0.247	Forest Wood Addition	8	25	14390-8-25
377	0.205	Forest Wood Addition	8	28	14390-8-28
379	0.209	Forest Wood Addition	8	30	14390-8-30
380	0.256	Forest Wood Addition	8	31	14390-8-31
385	0.206	Forest Wood Addition	7	3	14390-7-3
386	0.198	Forest Wood Addition	7	4	14390-7-4
387	0.198	Forest Wood Addition	7	5	14390-7-5
388	0.211	Forest Wood Addition	7	6R	14390-7-6R
391	0.205	Forest Wood Addition	7	9	14390-7-9
396	0.338	Forest Wood Addition	7	14	14390-7-14
397	0.270	Forest Wood Addition	7	15	14390-7-15
400	0.255	Forest Wood Addition	7	18	14390-7-18
401	0.289	Forest Wood Addition	7	19	14390-7-19
403	0.199	Forest Wood Addition	6	2	14390-6-2
406	0.236	Forest Wood Addition	6	5	14390-6-5
409	0.450	Twin Oaks Addition	5	14	44070-5-14
411	0.339	Twin Oaks Addition	5	16	44070-5-16
417	0.344	Twin Oaks Addition	5	22	44070-5-22
419	0.346	Twin Oaks Addition	5	24	44070-5-24
422	0.465	Twin Oaks Addition	4	7	44070-4-7
423	0.350	Twin Oaks Addition	4	8	44070-4-8
424	0.351	Twin Oaks Addition	4	9	44070-4-9
425	0.351	Twin Oaks Addition	4	10	44070-4-10
426	0.352	Twin Oaks Addition	4	11	44070-4-11
427	0.566	Twin Oaks Addition	4	12	44070-4-12
429	0.197	Forest Glen Addition	A	28	14131-A-28
438	0.178	Forest Glen Addition	A	19	14131-A-19
450	0.187	Forest Glen Addition	A	5	14131-A-5
477	0.353	Twin Oaks Addition	4	3	44070-4-3
481	0.588	Twin Oaks Addition	5	1	44070-5-1
482	0.353	Twin Oaks Addition	5	2	44070-5-2
486	0.353	Twin Oaks Addition	5	6	44070-5-6
489	0.706	Twin Oaks Addition	5	9 & 10	44070-5-9
490	0.353	Twin Oaks Addition	5	11	44070-5-11
492	0.471	Twin Oaks Addition	5	13	44070-5-13
493	0.785	Twin Oaks Addition	12	23 & 24	44070-12-23
494	0.335	Twin Oaks Addition	12	22	44070-12-22
496	0.333	Twin Oaks Addition	12	20	44070-12-20
497	0.333	Twin Oaks Addition	12	19	44070-12-19
500	0.330	Twin Oaks Addition	12	16	44070-12-16
501	0.329	Twin Oaks Addition	12	15	44070-12-15
503	0.436	John Collett Survey	A-261	Tr. 8A10	A 261-8A10A
506	0.353	Twin Oaks Addition	12	9	44070-12-9
507	0.353	Twin Oaks Addition	12	8	44070-12-8
508	0.353	Twin Oaks Addition	12	7	44070-12-7

TRACT	ACRES	ADDITION / SUBDIVISION	BLK	LOT	TAX PARCEL
509	0.353	Twin Oaks Addition	12	6	44070-12-6
510	0.353	Twin Oaks Addition	12	5	44070-12-5
511	0.353	Twin Oaks Addition	12	4R	44070-12-4R
512	0.392	Being the unleased portion of a tract in Twin Oaks Addition	12	1-3	44070-12-1
513	0.459	Twin Oaks Addition	11	24	44070-11-24
517	0.344	Twin Oaks Addition	11	20	44070-11-20
518	0.344	Twin Oaks Addition	11	19	44070-11-19
520	0.344	Twin Oaks Addition	11	17	44070-11-17
521	0.344	Twin Oaks Addition	11	16	44070-11-16
522	0.344	Twin Oaks Addition	11	15	44070-11-15
523	0.344	Twin Oaks Addition	11	14	44070-11-14
526	0.344	Twin Oaks Addition	11	11	44070-11-11
531	0.689	Twin Oaks Addition	11	5 & 6	44070-11-5
532	0.344	Twin Oaks Addition	11	4	44070-11-4
541	0.397	Twin Oaks Addition	10	18	44070-10-18
542	0.397	Twin Oaks Addition	10	17	44070-10-17
543	0.397	Twin Oaks Addition	10	16	44070-10-16
547	0.404	Twin Oaks Addition	10	11	44070-10-11
551	0.405	Twin Oaks Addition	10	8	44070-10-8
553	0.405	Twin Oaks Addition	10	6	44070-10-6
560	0.353	Twin Oaks Addition	8	12	44070-8-12
561	0.359	Twin Oaks Addition	8	11	44070-8-11
562	0.371	Twin Oaks Addition	8	10	44070-8-10
564	0.394	Twin Oaks Addition	8	8	44070-8-8
567	0.442	Twin Oaks Addition	8	4	44070-8-4
569	0.448	Twin Oaks Addition	8	2	44070-8-2
570	0.746	Twin Oaks Addition	8	1	44070-8-1
572	0.448	Twin Oaks Addition	1	5	44070-1-5
573	0.448	Twin Oaks Addition	1	4	44070-1-4
576	0.456	Twin Oaks Addition	1	9	44070-1-9
582	0.387	Twin Oaks Addition	8	W135' 26	44070-8-26-11
587	0.490	Twin Oaks Addition	8	19 & N20' 18	44070-8-19-30
588	0.272	Twin Oaks Addition	8	S55' 18	44070-8-18-10
589	0.363	Twin Oaks Addition	8	17	44070-8-17
592	0.481	Twin Oaks Addition	8	14	44070-8-14
610	0.310	Twin Oaks Addition	2	2	44070-2-2
619	0.308	Twin Oaks Addition	7	23	44070-7-23
621	0.332	Twin Oaks Addition	7	21	44070-7-21
625	0.379	Twin Oaks Addition	7	17	44070-7-17
631	0.344	Twin Oaks Addition	6	11	44070-6-11
632	0.344	Twin Oaks Addition	6	10	44070-6-10
635	0.344	Twin Oaks Addition	6	7	44070-6-7
645	0.344	Twin Oaks Addition	3	3	44070-3-3
661	0.343	Twin Oaks Addition	6	18	44070-6-18

Leaving **358.011 net unit acres** of land, more or less.

END OF EXHIBIT "B"

Mary Barnstone

From: Kelley GORI <kelley.gori@totalenergies.com>
Sent: Thursday, September 29, 2022 4:10 PM
To: Mary Barnstone
Cc: Tarra KERSH
Subject: [EXTERNAL] MCCULLEY-PARIS UNIT - GLO NRI Update
Attachments: 2022-09-29 GLO Update - McCulley-Paris Unit Designation Form.pdf; MCCULLEY PARISH STATE OF TEXAS WORKBOOK.xlsx; MCCULLEY-PARIS - 3RD AMEND & CORR DPU, 358.011 ac - executable.pdf; 2013-04-03 MCCULLEY-PARIS 1H - ASD PLAT.pdf

Good afternoon Mary,
TEP Barnett USA has reduced the size of the McCulley-Paris Unit from 434.603 acres to 358.011 acres. The amount of State acreage pooled in the unit is unchanged. I have attached the DPU pending recording and the relevant plat in addition to the Unit Designation form and calculations.

Should you require anything further, please let me know.

Thank you,



Kelley Gori, RPL

Landman
Exploration & Production – Land

TotalEnergies E&P Barnett USA, LLC

301 Commerce St., Ste. 3700
Fort Worth, Texas 76102 – USA

T. : (817) 720-1165
kelley.gori@totalenergies.com
corporate.totalenergies.us

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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. MF 114226

Tarrant County

Unit 12086

Date Filed: 10/4/22

By George P. Bush, Commissioner
MB Barnstone



MB Barnstone

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA220136

Unit Number 12086
Operator Name TEP Barnett USA, LLC **Effective Date** 08/01/2017
Customer ID C000089958 **Unitized For** Oil And Gas
Unit Name McCulley-Paris Unit (3rd Amendment) **Unit Term**
County 1 Tarrant **RRC District 1** 05 **Old Unit Number** **Inactive Status Date**
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Standard
State Net Revenue Interest Oil 0.00053420
State Part in Unit 0.00213681
Unit Depth Allow All Depths **Well**
From Depth **Formation**
To Depth **Participation Basis** Surface Acreage
If Exclusions Apply: See Remarks

CORRECTED MF #

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
MF114226		0.617000	358.011000	0.00172341	O/G	0.25000000	0.00043085	No
MF114427		0.148000	358.011000	0.00041340	O/G	0.25000000	0.00010335	No

API Number
4243936585

Remarks:

Unit 12086 amends and replaces Unit 7614 in order to remove unleased private tracts from the Unit. State NRI increases slightly. Effective 8/2017, when TEP took over Unit operations from Chesapeake.

Prepared By: MB **Prepared Date:** 10/25/22
GLO Base Updated By: MB **GLO Base Date:** 10/25/22
RAM Approval By: VD **RAM Approval Date:** 10/25/22
GIS By: RL **GIS Date:** 11/3/22
Well Inventory By: MB **WI Date:** 10/25/22

File No. MF 114226

Tarrant County

Corrected Buckslip 12086

Date Filed: 10/25/22

By MB Barnstone
George P. Bush, Commissioner



Information for processing an Internal Non-Unit Transaction (iNut)
Length of Lateral

iNut No. 12361

GENERAL INFORMATION

Name of Well: Martin-Forest Hills 'A' 2H (Alloc)

API # 42-439-37228

Name of Operator: Sage Natural Resources, LLC

RRC # 09-873865

Operator Contact Person: Jessica Thomas

Phone: 918-900-6445 ext. 117

Counties: Tarrant

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON PRODUCTIVE LATERAL LENGTH

Lease Type	Unit/Lease No	Total Lateral Length	Unit Lateral Length	Unit Royalty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	12086/MF114226	5,405.000	873.000	0.00043085	0.25000000	0.00027836	0.00006959
HROW	12086/MF114227	5,405.000	873.000	0.00010335	0.25000000	0.00006677	0.00001669
Totals:						0.00034513	0.00008628
Effective Date:	11/01/2022						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

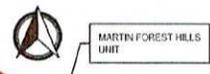
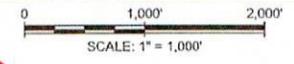
Comments: Allocation well traverses Unit 12086. Well spud 8/15/2022. First production 11/1/2022. Final plat received 1/11/2023.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

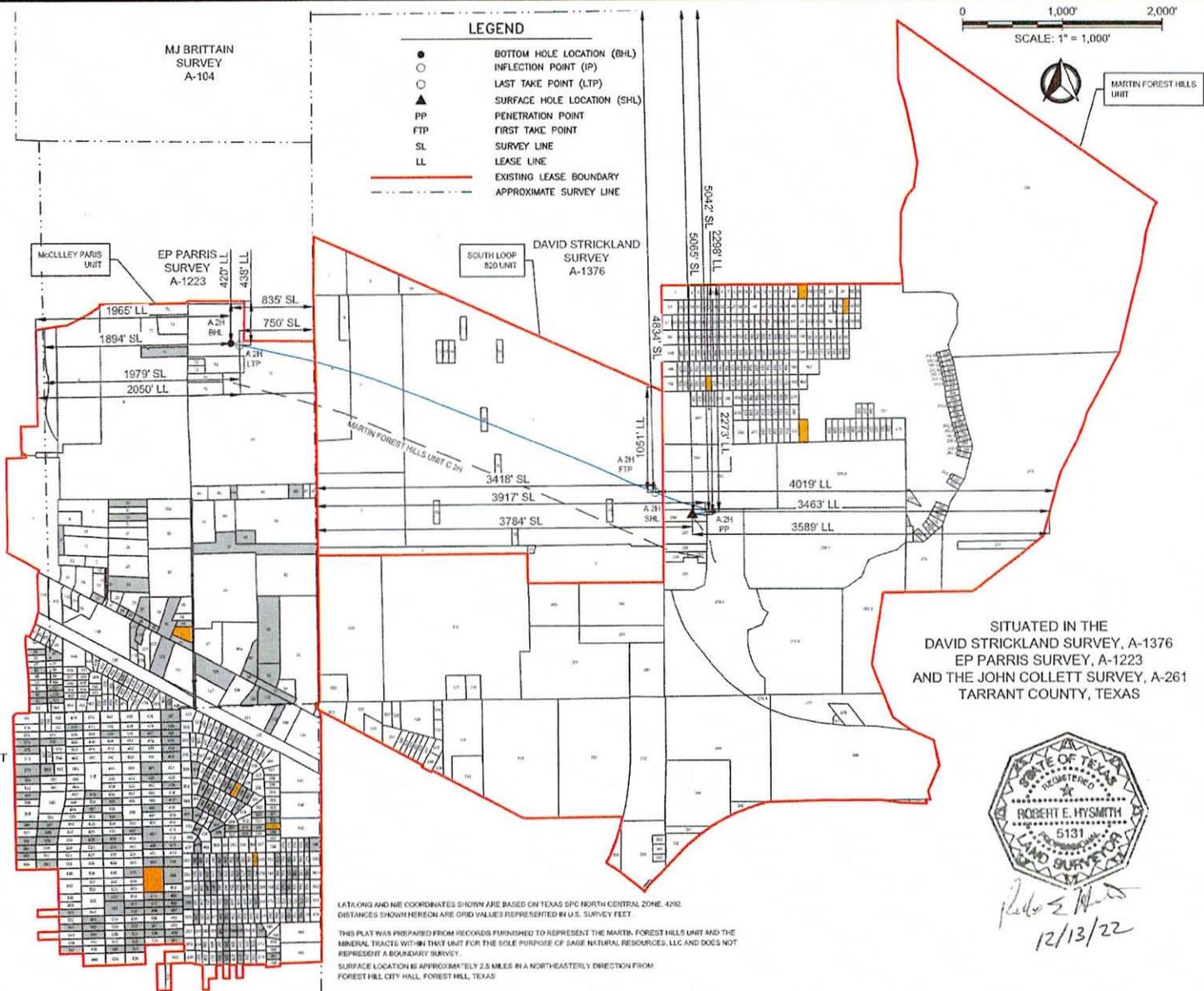
Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Alamo updated by: WI updated by:

RAM approval by: GIS updated by:



- LEGEND**
- BOTTOM HOLE LOCATION (BHL)
 - INFLECTION POINT (IP)
 - LAST TAKE POINT (LTP)
 - ▲ SURFACE HOLE LOCATION (SHL)
 - PP PENETRATION POINT
 - FTP FIRST TAKE POINT
 - SL SURVEY LINE
 - LL LEASE LINE
 - EXISTING LEASE BOUNDARY
 - - - APPROXIMATE SURVEY LINE



SITUATED IN THE
DAVID STRICKLAND SURVEY, A-1376
EP PARRIS SURVEY, A-1223
AND THE JOHN COLLETT SURVEY, A-261
TARRANT COUNTY, TEXAS



Robert E. Hysmith
12/13/22

LAT/LONG AND NEI COORDINATES SHOWN ARE BASED ON TEXAS SPC NORTH CENTRAL ZONE, 4202.
DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.
THIS PLAT WAS PREPARED FROM RECORDS FURNISHED TO REPRESENT THE MARTIN FOREST HILLS UNIT AND THE
MINERAL TRACTS WITHIN THAT UNIT FOR THE SOLE PURPOSE OF SAGE NATURAL RESOURCES, LLC AND DOES NOT
REPRESENT A BOUNDARY SURVEY.
SURFACE LOCATION IS APPROXIMATELY 2.5 MILES IN A NORTHEASTERLY DIRECTION FROM
FOREST HILL CITY HALL, FOREST HILL, TEXAS.

MARTIN-FOREST HILLS A 2H
SHL
3589' FEL AND 2298' FNL LEASE
3784' FWL AND 5065' FNL A-1376
NAD27
N=3670777/E=2080368'
LAT.=32.675400°/LONG.=97.238807°
NAD83
N=6931032/E=2356455'
LAT.=32.675532°/LONG.=97.239103°
MARTIN-FOREST HILLS A 2H
PP
2273' FNL AND 3463' FEL LEASE
3917' FWL AND 5042' FNL A-1376
NAD27
N=3671027/E=2080501'
LAT.=32.675467°/LONG.=97.238375°
NAD83
N=6931059/E=2356588'
LAT.=32.675599°/LONG.=97.238671°
MARTIN-FOREST HILLS A 2H
FTP
4019' FEL AND 1051' FSL LEASE
4834' FNL AND 3418' FWL A-1376
NAD27
N=3673057/E=2080002'
LAT.=32.676028°/LONG.=97.239995°
NAD83
N=69312567/E=2356087'
LAT.=32.676160°/LONG.=97.240291°
MARTIN-FOREST HILLS A 2H
LTP
2050' FWL, 438' FNL LEASE
1979' FWL AND 750' FEL A-1223
NAD27
N=3688337/E=2075838'
LAT.=32.680256°/LONG.=97.253515°
NAD83
N=6932744/E=2351909'
LAT.=32.680388°/LONG.=97.253811°
MARTIN-FOREST HILLS A 2H
BHL
420' FNL, 1965' FWL LEASE
835' FEL AND 1894' FWL A-1223
NAD27
N=3688527/E=2075753'
LAT.=32.613254°/LONG.=97.334554°
NAD83
N=6932762/E=2351824'
LAT.=32.680440°/LONG.=97.254087°

JOHN COLLETT
SURVEY
A-261



421 W. WILSON AVENUE
SUITE 300
AUSTIN, TX 78766
512-431-1770, TARRANTS FROM NO 10194108

SAGE NATURAL RESOURCES, LLC
MARTIN-FOREST HILLS UNIT A 2H
AS-DRILLED PLAT

JOB #	SNR19098
DRAWN BY	A. ROMERO
CHECKED BY	B. HYSMITH
DATE	DECEMBER 2022
REVISIONS	

SHEET
1 OF 1

Lateral Length Per Unit		
Martin-Forest Hills Unit		
WellID	Name	Footage
42439372280000	Martin-Forest Hills 'A' 2H	0
42439372290000	Martin-Forest Hills 'B' 3H	0
42439372300000	Martin-Forest Hills' C' 4H	0

Southloop 820 Unit		
WellID	Name	Footage
42439372280000	Martin-Forest Hills 'A' 2H	4532
42439372290000	Martin-Forest Hills 'B' 3H	4284
42439372300000	Martin-Forest Hills' C' 4H	4270

McCulley Paris Unit		
WellID	Name	Footage
42439372280000	Martin-Forest Hills 'A' 2H	873
42439372290000	Martin-Forest Hills 'B' 3H	870
42439372300000	Martin-Forest Hills 'C' 4H	951

Total Productive Lateral Length per Well	
Name	Footage
Martin-Forest Hills 'A' 2H	5405
Martin-Forest Hills 'B' 3H	5154
Martin-Forest Hills' C' 4H	5221

*Total productive lateral length is measured from FTP to LTP.

McCulley-Paris Unit Calc

Name	Total Footage	McCulley-Paris Unit	Allocation Factor
Martin-Forest Hills 'A' 2H	5405	873	0.161517114
Martin-Forest Hills 'B' 3H	5154	870	0.168800931
Martin-Forest Hills' C' 4H	5221	951	0.182149014

42-439-37228

09-873865

spud 8/15/2022

Newark, East (Barnett Shale)

first prod 11/2022

3 Nuts traverse
Unit 12086

Mary Barnstone

From: Jessica Thomas <JThomas@sagenr.com>
Sent: Wednesday, January 11, 2023 4:16 PM
To: Mary Barnstone
Subject: [EXTERNAL] FW: MCCULLEY-PARIS UNIT - GLO NRI Update
Attachments: 2022-09-29 GLO Update - McCulley-Paris Unit Designation Form.pdf; MCCULLEY PARISH STATE OF TEXAS WORKBOOK.xlsx; MCCULLEY-PARIS - 3RD AMEND & CORR DPU, 358.011 ac - executable.pdf; 2013-04-03 MCCULLEY-PARIS 1H - ASD PLAT.pdf

Sage will send
final plats, etc

Hi Mary,

My name is Jessica Leonard and I am a landman at Sage Natural Resources, LLC. Sage recently completed 4 new Martin-Forest Hills wells in Tarrant Co, around the Lake Arlington area. Three of these 4 wells are allocation wells that extend into the TEP Barnett USA McCulley-Paris unit. The McCulley-Paris unit contains a total of 0.00053420 acres that are owned by the State of Texas.

I reached out to TEP regarding any previous information they have provided to the GLO about the McCulley-Paris unit in the past, as they have one existing well in that unit. I believe the unit has been designated with the GLO, and they provided you with an As-drilled plat for their McCulley-Paris Unit 1H, as well as a spreadsheet that lists the State of Texas lease information and associated acreage.

Since Sage is the operator of the new Martin-Forest Hills allocation wells, it is my understand that we need to provide the GLO with some information to back up the decimal that we will now start paying for the state leases that are in the McCulley-Paris Unit but are benefitting from production from our Martin-Forest Hills wells. Is that correct?

I have attached some information above that represents just the McCulley-Paris unit, but I was hoping you could help me confirm what all I need to send your way? I think I need to provide the as-drilled plats for the 3 allocation wells, and a spreadsheet that will back up the State's decimal?

Thank you for any help you can provide me!

Jessica Leonard
Landman
918.900.6445, ext 117
6100 S. Yale Ave, Ste 900
Tulsa, OK 74136



From: Jeff SCOGGINS <jeff.scoggins@totalenergies.com>
Sent: Wednesday, January 11, 2023 8:28 AM
To: Jessica Thomas <JThomas@sagenr.com>
Subject: FW: MCCULLEY-PARIS UNIT - GLO NRI Update

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jessica – I'm sorry I didn't mention this yesterday. A lot of this work has been done with the GLO in McCulley Paris. See attached email from Kelley to Mary when we removed the unleased from the McCulley Paris unit – we basically gave them an update on their NRI. I hope this helps, and think it will. Thanks.



Jeff Scoggins

Director - Land
Exploration & Production

TotalEnergies E&P Barnett USA, LLC
301 Commerce St. Ste. 3700
Fort Worth, Texas 76102 USA

M. : 817-720-1135
jeff.scoggins@totalenergies.com
corporate.totalenergies.us

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From: Kelley GORI <kelley.gori@totalenergies.com>
Sent: Thursday, September 29, 2022 4:10 PM
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Cc: Tarra RICHARDSON <tarra.richardson@totalenergies.com>
Subject: MCCULLEY-PARIS UNIT - GLO NRI Update

Good afternoon Mary,
TEP Barnett USA has reduced the size of the McCulley-Paris Unit from 434.603 acres to 358.011 acres. The amount of State acreage pooled in the unit is unchanged. I have attached the DPU pending recording and the relevant plat in addition to the Unit Designation form and calculations.

Should you require anything further, please let me know.

Thank you,



Kelley Gori, RPL

Landman
Exploration & Production – Land

TotalEnergies E&P Barnett USA, LLC
301 Commerce St., Ste. 3700
Fort Worth, Texas 76102 – USA

T. : (817) 720-1165
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corporate.totalenergies.us

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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. MF 114226
Tarrant County
1 Nut 12361
Date Filed: 1/13/23
By MB Bamstae



Information for processing an Internal Non-Unit Transaction (iNut)
Length of Lateral

iNut No. 12362

GENERAL INFORMATION

Name of Well: Martin-Forest Hills 'B' 3H (Alloc)

API # 42-439-37229

Name of Operator: Sage Natural Resources, LLC

RRC # 09-873867

Operator Contact Person: Jessica Thomas

Phone: 918-900-6445 ext. 117

Counties: Tarrant

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON PRODUCTIVE LATERAL LENGTH

Lease Type	Unit/Lease No	Total Lateral Length	Unit Lateral Length	Unit Royalty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	12086/MF114226	5,154.000	870.000	0.00043085	0.25000000	0.00029091	0.00007273
HROW	12086/MF114227	5,154.000	870.000	0.00010335	0.25000000	0.00006978	0.00001745
Totals:						0.00036069	0.00009017
Effective Date: 11/01/2022							State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments: Allocation well traverses Unit 12086. Well spud 8/18/2022. First production 11/1/2022. Final plat received 1/11/2023.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: cmB Alamo updated by: cmB WI updated by: cmB

RAM approval by: VD GIS updated by: [Signature]

Lateral Length Per Unit		
Martin-Forest Hills Unit		
WellID	Name	Footage
42439372280000	Martin-Forest Hills 'A' 2H	0
42439372290000	Martin-Forest Hills 'B' 3H	0
42439372300000	Martin-Forest Hills 'C' 4H	0

Southloop 820 Unit		
WellID	Name	Footage
42439372280000	Martin-Forest Hills 'A' 2H	4532
42439372290000	Martin-Forest Hills 'B' 3H	4284
42439372300000	Martin-Forest Hills 'C' 4H	4270

McCulley Paris Unit		
WellID	Name	Footage
42439372280000	Martin-Forest Hills 'A' 2H	873
42439372290000	Martin-Forest Hills 'B' 3H	870
42439372300000	Martin-Forest Hills 'C' 4H	951

Total Productive Lateral Length per Well	
Name	Footage
Martin-Forest Hills 'A' 2H	5405
Martin-Forest Hills 'B' 3H	5154
Martin-Forest Hills 'C' 4H	5221

*Total productive lateral length is measured from FTP to LTP.

McCulley-Paris Unit Calc

Name	Total Footage	McCulley-Paris Unit	Allocation Factor
Martin-Forest Hills 'A' 2H	5405	873	0.161517114
Martin-Forest Hills 'B' 3H	5154	870	0.168800931
Martin-Forest Hills 'C' 4H	5221	951	0.182149014

42-439-37229

09-873867

Spud 8/18/2022

Newark, East (Barnett Shale)

first prod 11/2022

File No. MF 114226

Tarrant County

1 Nut 12362

Date Filed: 1/13/23

By MR Barnstone



Information for processing an Internal Non-Unit Transaction (iNut)
Length of Lateral

iNut No. 12363

GENERAL INFORMATION

Name of Well: Martin-Forest Hills 'C' 4H (Alloc)

API # 42-439-37230

Name of Operator: Sage Natural Resources, LLC

RRC # 09-873870

Operator Contact Person: Jessica Thomas

Phone: 918-900-6445 ext. 117

Counties: Tarrant

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON PRODUCTIVE LATERAL LENGTH

Lease Type	Unit/Lease No	Total Lateral Length	Unit Lateral Length	Unit Royalty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	12086/MF114226	5,221.000	951.000	0.00043085	0.25000000	0.00031392	0.00007848
HROW	12086/MF114227	5,221.000	951.000	0.00010335	0.25000000	0.00007530	0.00001883
Totals:						0.00038922	0.00009730
Effective Date:	11/01/2022						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

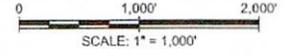
Comments: Allocation well traverses Unit 12086. Well spud 8/20/2022. First production 11/1/2022. Final plat received 1/11/2023.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

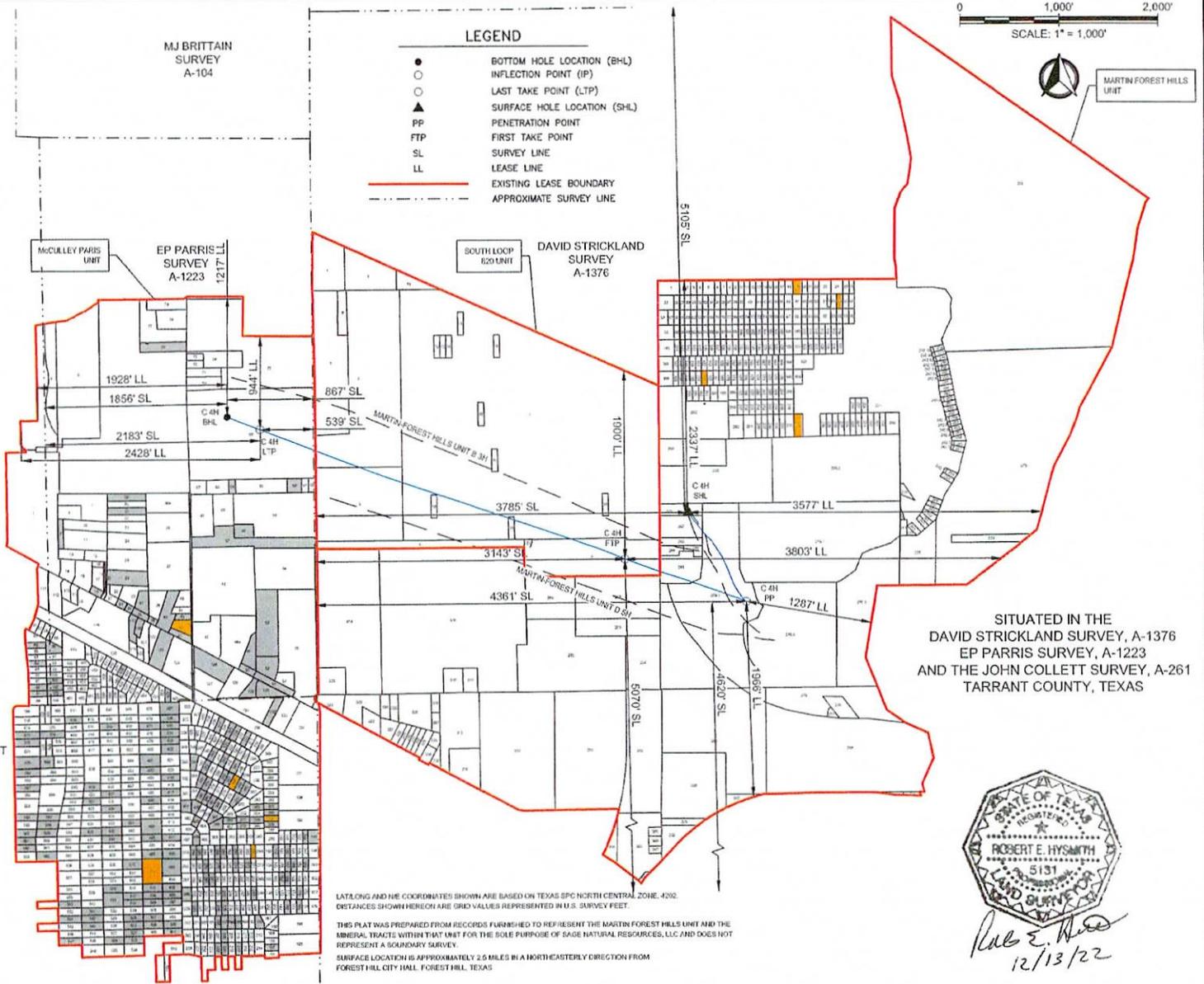
Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: cmB Alamo updated by: cmB WI updated by: cmB

RAM approval by: VD GIS updated by: [Signature]



- LEGEND**
- BOTTOM HOLE LOCATION (BHL)
 - INFLECTION POINT (IP)
 - LAST TAKE POINT (LTP)
 - ▲ SURFACE HOLE LOCATION (SHL)
 - PP PENETRATION POINT
 - FTP FIRST TAKE POINT
 - SL SURVEY LINE
 - LL LEASE LINE
 - EXISTING LEASE BOUNDARY
 - - - APPROXIMATE SURVEY LINE



SITUATED IN THE
 DAVID STRICKLAND SURVEY, A-1376
 EP PARRIS SURVEY, A-1223
 AND THE JOHN COLLETT SURVEY, A-261
 TARRANT COUNTY, TEXAS



Rob E. Hysmith
 12/13/22

LAT/LONG AND UIC COORDINATES SHOWN ARE BASED ON TEXAS SPC NORTH CENTRAL ZONE, 4202.
 DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.
 THIS PLAT WAS PREPARED FROM RECORDS FURNISHED TO REPRESENT THE MARTIN FOREST HILLS UNIT AND THE
 MINERAL TRACTS WITHIN THAT UNIT FOR THE SOLE PURPOSE OF SAGE NATURAL RESOURCES, LLC AND DOES NOT
 REPRESENT A BOUNDARY SURVEY.
 SURFACE LOCATION IS APPROXIMATELY 2.5 MILES IN A NORTHEASTERLY DIRECTION FROM
 FOREST HILL CITY HALL, FOREST HILL, TEXAS

MARTIN-FOREST HILLS C 4H
 SHL
 3577' FEL AND 2337' FNL LEASE
 3785' FWL AND 5105' FNL A-1376
 NAD27
 N=367038°/E=2080368'
 LAT.=32.675291°/LONG.=97.238807°
 NAD83
 N=6930982°/E=2356455'
 LAT.=32.675423°/LONG.=97.239103°
 MARTIN-FOREST HILLS C 4H
 PP
 1966' FSL AND 1287' FEL LEASE
 4361' FWL AND 4620' FSL A-1376
 NAD27
 N=366138°/E=2080942'
 LAT.=32.672813°/LONG.=97.236850°
 NAD83
 N=6930098°/E=2357038'
 LAT.=32.672945°/LONG.=97.237246°
 MARTIN-FOREST HILLS C 4H
 FTP
 1900' FNL AND 3803' FEL LEASE
 5070' FSL AND 3143' FWL A-1376
 NAD27
 N=366578°/E=2079725'
 LAT.=32.674032°/LONG.=97.240902°
 NAD83
 N=6930527°/E=2355817'
 LAT.=32.674164°/LONG.=97.241197°
 MARTIN-FOREST HILLS C 4H
 LTP
 2428' FWL, 944' FNL LEASE
 2183' FWL AND 539' FEL A-1223
 NAD27
 N=367927°/E=2076047'
 LAT.=32.677765°/LONG.=97.252844°
 NAD83
 N=6931841°/E=2352126'
 LAT.=32.677896°/LONG.=97.253140°
 MARTIN-FOREST HILLS C 4H
 BHL
 1217' FNL, 1928' FWL LEASE
 867' FEL AND 1856' FWL A-1223
 NAD27
 N=368055°/E=2075719'
 LAT.=32.678119°/LONG.=97.253906°
 NAD83
 N=6931966°/E=2351797'
 LAT.=32.678251°/LONG.=97.254204°

JOHN COLLETT
 SURVEY
 A-261



4218 PUGH AVENUE
 SUITE 300
 AUSTIN, TX 78759

SAGE NATURAL RESOURCES, LLC
 MARTIN-FOREST HILLS UNIT C 4H
 AS-DRILLED PLAT

JOB #:	SNR19008
DRAWN BY:	A. ROMERO
CHECKED BY:	B. HYSMITH
DATE:	DECEMBER 2022
REVISIONS:	

SHEET
 1 OF 1

Lateral Length Per Unit		
Martin-Forest Hills Unit		
WellID	Name	Footage
42439372280000	Martin-Forest Hills 'A' 2H	0
42439372290000	Martin-Forest Hills 'B' 3H	0
42439372300000	Martin-Forest Hills' C' 4H	0

Southloop 820 Unit		
WellID	Name	Footage
42439372280000	Martin-Forest Hills 'A' 2H	4532
42439372290000	Martin-Forest Hills 'B' 3H	4284
42439372300000	Martin-Forest Hills' C' 4H	4270

McCulley Paris Unit		
WellID	Name	Footage
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42439372300000	Martin-Forest Hills 'C' 4H	951

Total Productive Lateral Length per Well	
Name	Footage
Martin-Forest Hills 'A' 2H	5405
Martin-Forest Hills 'B' 3H	5154
Martin-Forest Hills' C' 4H	5221

*Total productive lateral length is measured from FTP to LTP.

McCulley-Paris Unit Calc

Name	Total Footage	McCulley-Paris Unit	Allocation Factor
Martin-Forest Hills 'A' 2H	5405	873	0.161517114
Martin-Forest Hills 'B' 3H	5154	870	0.168800931
Martin-Forest Hills' C' 4H	5221	951	0.182149014

42-439-37230

09-873870

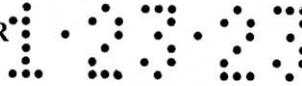
spud 8/20/2022

Newark, East (Barnett Shale)

first prod 11/2022

File No. MF114226
Tarrant County
1 Nut 12363
Date Filed: 1/13/23
By MRB Bamstorg

DIVISION ORDER



To: **SAGE NATURAL RESOURCES**
P O BOX 700724
Tulsa, Oklahoma 74170-0724

Property No: SEE EXHIBIT A
Effective: November 1, 2022

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

Operator: **SAGE NATURAL RESOURCES**
Property Name: SEE EXHIBIT A
Legal Description: SEE EXHIBIT A

County, State: TARRANT COUNTY, TEXAS
Owner No.: 1112T
Owner Name: STATE OF TEXAS
1700 N CONGRESS AVE
AUSTIN TX 78701-1496

INTEREST TYPE:
SEE EXHIBIT A
DIVISION OF INTEREST:
SEE EXHIBIT A

INTEREST WILL REMAIN IN NON-PAY PENDING RECEIPT OF EXECUTED DIVISION ORDER.

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL, GAS AND/OR OTHER HYDROCARBONS.

The following provisions apply to each interest owner ("owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out above. The payor shall pay all parties at the price agreed to by the operator for oil, gas and/or other hydrocarbons to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENT: From the effective date, payment shall be made by payor in the time and manner as provided in the Texas Natural Resources Code based on this division of interest, for oil, gas and other liquid hydrocarbons, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or until 12 months' proceeds accumulate, whichever occurs first. However, the payor may hold accumulated proceeds of less than \$10 until production ceases or the payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed.

In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is finally resolved.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

Owner(s) Signature: _____
Owner(s) Printed Name: _____
Owner(s) Tax I.D. Number(s): _____
Daytime Telephone #: _____
Email Address: _____

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

PLEASE SIGN & RETURN

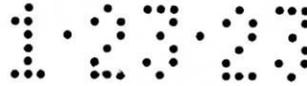


EXHIBIT A

MF114226
MF114227



Owner Name
STATE OF TEXAS
1700 N CONGRESS AVE
AUSTIN TX 78701-1496

Owner #
1112T

Well Code	Well Name	State	County	Operating Group	Legal Description	Product Code	Type Interest	Decimal Interest
3379	MARTIN-FOREST HILLS 'A' 2H	TX	TARRANT	SAGE	SEC BLK SRV STRICKLAND DAVIS ABS 176	G	ROYALTY	0.000086284
3380	MARTIN-FOREST HILLS 'B' 3H	TX	TARRANT	SAGE	SEC BLK: SRV STRICKLAND DAVID ABS 1376	G	ROYALTY	0.000090175
3381	MARTIN-FOREST HILLS 'C' 4H	TX	TARRANT	SAGE	SEC BLK SRV STRICKLAND DAVIS ABS 176	G	ROYALTY	0.000097306

inlet 12362

inlet 12361

inlet 12363

439-37228



Enclosed is Your Division Order

Please sign and return one copy ~ Retain one copy for your records

Please review the Division Order carefully. If corrections are required, you may notify Sage with the form below.

If there is a change in ownership, such as a name change, death, transfer to a trust, etc., see the reverse side for further information about documentation required.

Please ensure the executed Division Order is promptly returned to Sage to prevent a delay in payments.

Your check will generally be mailed on the 25th day of each month. If this falls on a weekend or a holiday, your check will be mailed on the next regular business day.

DIRECT DEPOSIT

Sage encourages you to establish direct deposit as a means of receiving your revenues more safely and quickly. Please visit our website for information on requesting direct deposit

If you choose direct deposit, it is required that you notify Sage if your address changes so that we may contact you if necessary.

ADDRESS CHANGES

For your protection, address changes must be submitted in writing or via EnergyLink. You may use the form below or visit our web site to either print the ACH Form or submit digitally via EnergyLink.

TAX IDENTIFICATION NUMBER (TIN/SSN)—

In accordance with Internal Revenue Service requirements, Sage must withhold 24% of your revenue payments as a backup withholding tax if you have not provided Sage with your tax identification number. This withholding is remitted to the Internal Revenue Service and is not refundable to you by Sage.

Answers to many questions may be found on our web site at:

<https://sagenr.com/owner-relations/>

To submit documents or to contact Owner Relations:

Email: ownerrelations@sagenr.com
 Mail: Sage Natural Resources
 Attn: Owner Relations
 PO Box 700724
 Tulsa, OK 74170-0724
 Phone : 833-448-5308
 Fax : 866-802-0704

For your convenience, you may use this form to advise Sage of corrections to your information. Your owner number can be found on your Division Order.		
Owner #	Phone	FULL Owner Name
Email		
Former Address (Address, City, State, ZIP)		
Current Address (Address, City, State, ZIP)		
Last 4 digits of SSN or TIN (REQUIRED)		Signature of ALL Owners

The information in the table below is meant to serve as a guide for documents Sage requires to accomplish ownership updates or changes. Should additional information be required due to specific state laws or changes, Sage will notify you in writing or by telephone. Please allow 60 business days for the transfer to be completed or additional information to be requested by Sage. For your convenience, you may also find this information on our web site with links to various forms.

Name change due to marriage, divorce or other	Marriage Certificate, Divorce Decree or other document providing recognition of the change
Name change for a company	Certificate recognizing name change and new tax identification number (W-9), if applicable
Power of Attorney or Attorney-in-Fact addition or change	Copy of Power of Attorney or Attorney-in-Fact, or copy of the document affecting the change in current status
Address Change	A written request with the owner number, last four digits of the tax identification number, old and new address, signature(s) of all owners and date. Visit our website for the Owner Update form or for the link to submit digitally.
Bank Change or Direct Deposit Request/Change	<ul style="list-style-type: none"> - If payment is mailed to a bank or lock box, send the request in writing with the same information for an address change - For direct deposit request/change, submit the ACH Direct Deposit Form or submit digitally via the link found on our website.
Purchase or Sale of Interest	Copy of the recorded conveyance from the county or counties in which each property is located
Ownership change due to divorce	Divorce Decree and Settlement Agreement or judgment and the recorded conveyance from the county or counties in which each property is located, if applicable
Ownership change due to gifting of minerals	Copy of the recorded conveyance from the county or counties in which each property is located
Ownership is transferred into a trust	<ul style="list-style-type: none"> - Copy of the Trust Agreement, specifically the pages creating the trust, naming the trustee(s) and successor trustee(s) and the signature page - Copy of the recorded conveyance from the county or counties in which each property is located, if applicable
Ownership is transferred from a trust	<ul style="list-style-type: none"> - Copy of the documents dissolving the trust, if applicable - Copy of the recorded conveyance to beneficiaries from the county or counties in which each property is located - Copy of the Trust Agreement reflecting the powers of the Trustee(s)
Trustee(s) change	Documents accomplishing the change(s) and appointing the new trustee(s)
Death of one Joint Tenant with Right of Survivorship	Death Certificate of Joint Tenant
Death of Co-Tenant Owner – a will is being probated	<p>Copy of each of the following documents:</p> <ul style="list-style-type: none"> - Death Certificate - Will - Order Admitting Will to Probate - Letters Testamentary - Final Decree or Judgment of Possession signed by the Court, if applicable - Estate Inheritance Tax Release, if applicable - If the probate is in a state other than where the property is located, a copy of the ancillary probate filed in the county or counties in which each property is located
Death of Co-Tenant owner – no will or will is not being probated	<p>Copy of each of the following documents:</p> <ul style="list-style-type: none"> - Death Certificate - Notarized copy of the Affidavit of Heirship Form. (This form must be recorded in the county or counties in which each property is located) - Copy of Letters of Personal Administration from the Court, if applicable - Copy of the unrecorded Will
Transfer of ownership from an Estate	Copy of the recorded conveyance from the county or counties in which each property is located
Termination of Life Estate	Copy of the death certificate and addresses of designated remaindermen

In compliance with the State of Texas, Sage is required to provide the following information:

Section 91.504, Texas Natural Resources Code, gives an owner of a royalty interest in oil or gas produced in Texas the right to request from a payor information about itemized deductions, the heating value of the gas, and the Railroad Commission of Texas identification number for the lease, property, or well that may not have been provided to the royalty interest owner. The request must be in writing and must be made by certified mail. A payor must respond to a request regarding itemized deductions, the heating value of the gas, or the Railroad Commission of Texas identification number by certified mail not later than the 60th day after the date the request is received. An owner of a royalty interest in oil or gas may obtain information regarding production that has been reported to the Railroad Commission of Texas by contacting the oil and gas division of the commission or accessing the commission's website and providing the identification number of the lease and the county in which the lease is located.



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

March 14, 2023

Brent Parkey
Division Order Analyst
Sage Natural Resources
P O Box 700724
Tulsa, OK 74170-0724

Re: State Lease Nos. MF114226 and MF114227 Martin Forest Hills A 2H iNut 12361, Martin Forest Hills
B 3H iNut 12362 and Martin Forest Hills C 4H iNut 12363

Dear Mr. Parkey:

The Texas General Land Office (GLO) has received your Division Order for the referenced iNut(s). This Division Order has been filed in the appropriate mineral file(s).

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

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

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

Thank you,

A handwritten signature in cursive script that reads "Vivian Zamora".

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF 114226

_____ County

Division Order

Date Filed: 3/21/2023

Commissioner Dawn Buckingham, M.D.

By: VB



Information for processing an Internal Non-Unit Transaction (iNut)
Length of Lateral

iNut No. 12361

GENERAL INFORMATION

Name of Well: Martin-Forest Hills 'A' 2H (Alloc)

API # 42-439-37228

Name of Operator: Sage Natural Resources, LLC

RRC # 09-873865

Operator Contact Person: Jessica Thomas

Phone: 918-900-6445 ext. 117

Counties: Tarrant

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON PRODUCTIVE LATERAL LENGTH

Lease Type	Unit/Lease No	Total Lateral Length	Unit Lateral Length	Unit Royalty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease	
HROW	12086/MF114226	5,405.000	873.000	0.00043085	0.25000000	0.00027836	0.00006959	
HROW	12086/MF114427	5,405.000	873.000	0.00010335	0.25000000	0.00006677	0.00001669	
Totals:						0.00034513	0.00008628	
Effective Date: 11/01/2022							State Net Royalty Revenue in Well	

Name of Production Sharing Agreement, if any:

Comments: **CORRECTED MF114427**. Allocation well traverses Unit 12086. Well spud 8/15/2022. First production 11/1/2022. Final plat received 1/11/2023.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: MB Alamo updated by: MB WI updated by: MB
 RAM approval by: VD GIS updated by: PC

Mary Barnstone

From: Mary Barnstone
Sent: Friday, April 28, 2023 8:21 AM
To: Susan Wauer
Subject: please send corrected buckslips!
Attachments: 12362 Martin-Forest Hills 'B' 3H (Alloc).docx; 12363 Martin-Forest Hills 'C' 4H (Alloc).docx; 12361 Martin-Forest Hills 'A' 2H (Alloc).docx

Susan,

I set these iNuts up back in in January with a typo in one of the State leases, with MF114227 instead of the correct MF# **MF114427**. Could you please send these to customer and explain my mistake. I found the error today as I was about to terminate MF114227. It is my fault so they should not incur any penalties or interest for filing/paying incorrectly.

So sorry about this!

mb

Mary Beth Barnstone
Minerals Specialist
Energy Resources
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

1700 North Congress Ave.
Suite 840
Austin, Texas 78701
(512)463-6818

File No. MF 114226
Tarrant County
Corrected Nut 12361
Date Filed: 4/28/23
Commissioner Dawn Buckingham, M.D.
By: MB Barnstap



Information for processing an Internal Non-Unit Transaction (iNut)
Length of Lateral

iNut No. 12362

GENERAL INFORMATION

Name of Well: Martin-Forest Hills 'B' 3H (Alloc)

API # 42-439-37229

Name of Operator: Sage Natural Resources, LLC

RRC # 09-873867

Operator Contact Person: Jessica Thomas

Phone: 918-900-6445 ext. 117

Counties: Tarrant

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON PRODUCTIVE LATERAL LENGTH

Lease Type	Unit/Lease No	Total Lateral Length	Unit Lateral Length	Unit Royalty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	12086/MF114226	5,154.000	870.000	0.00043085	0.25000000	0.00029091	0.00007273
HROW	12086/MF114427	5,154.000	870.000	0.00010335	0.25000000	0.00006978	0.00001745
Totals:						0.00036069	0.00009017
Effective Date:	11/01/2022						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments: CORRECTED MF114427 Allocation well traverses Unit 12086. Well spud 8/18/2022. First production 11/1/2022. Final plat received 1/11/2023.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: MB Alamo updated by: MB WI updated by: MB

RAM approval by: VD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office UNIT AGREEMENT MEMO

INUT230001

Unit Number 12362
Operator Name Sage Natural Resources LLC **Effective Date** 11/01/2022
Customer ID C000090127 **Unitized For** Oil And Gas
Unit Name Martin-Forest Hills 'B' 3H (Alloc) **Unit Term**
County 1 Tarrant **RRC District 1** 05 **Old Unit Number** **Inactive Status Date**
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.00009017
State Part in Unit 0.00036069
Unit Depth Allow All Depths **Well**
From Depth **Formation**
To Depth **Participation Basis** **Length of Lateral**
If Exclusions 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
MF114226		0.000000	0.000000	0.00029091	O/G	0.25000000	0.00007273	No
MF114427		0.000000	0.000000	0.00006978	O/G	0.25000000	0.00001745	No

API Number
 4243937229

Remarks: CORRECTED MF114427. Allocation well traverses Unit 12086. Well spud 8/18/2022. First production 11/1/2022. Final plat received 1/11/2023.

Prepared By: mrb
GLO Base Updated By: mrb
RAM Approval By: VD
GIS By: RL
Well Inventory By: mrb

Prepared Date: 4/28/23
GLO Base Date: 4/28/23
RAM Approval Date: 4/28/23
GIS Date: 5/26/23
WI Date: 4/28/23

Mary Barnstone

From: Mary Barnstone
Sent: Friday, April 28, 2023 8:21 AM
To: Susan Wauer
Subject: please send corrected buckslips!
Attachments: 12362 Martin-Forest Hills 'B' 3H (Alloc).docx; 12363 Martin-Forest Hills 'C' 4H (Alloc).docx; 12361 Martin-Forest Hills 'A' 2H (Alloc).docx

Susan,

I set these iNuts up back in in January with a typo in one of the State leases, with MF114227 instead of the correct MF# **MF114427**. Could you please send these to customer and explain my mistake. I found the error today as I was about to terminate MF114227. It is my fault so they should not incur any penalties or interest for filing/paying incorrectly.

So sorry about this!

mb

Mary Beth Barnstone
Minerals Specialist
Energy Resources
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

1700 North Congress Ave.
Suite 840
Austin, Texas 78701
(512)463-6818

File No. MF114226
Tarrant County
Corrected Nut 12362
Date Filed: 4/28/23
Commissioner Dawn Buckingham, M.D.
By: MB Barnstap



Information for processing an Internal Non-Unit Transaction (iNut)
Length of Lateral

iNut No. 12363

GENERAL INFORMATION

Name of Well: Martin-Forest Hills 'C' 4H (Alloc)

API # 42-439-37230

Name of Operator: Sage Natural Resources, LLC

RRC # 09-873870

Operator Contact Person: Jessica Thomas

Phone: 918-900-6445 ext. 117

Counties: Tarrant

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON PRODUCTIVE LATERAL LENGTH

Lease Type	Unit/Lease No	Total Lateral Length	Unit Lateral Length	Unit Royalty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	12086/MF114226	5,221.000	951.000	0.00043085	0.25000000	0.00031392	0.00007848
HROW	12086/MF114427	5,221.000	951.000	0.00010335	0.25000000	0.00007530	0.00001883
Totals:						0.00038922	0.00009730
Effective Date: <u>11/01/2022</u>							State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments: CORRECTED MF114427. Allocation well traverses Unit 12086. Well spud 8/20/2022. First production 11/1/2022. Final plat received 1/11/2023.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: MB Alamo updated by: MB WI updated by: MB

RAM approval by: VD GIS updated by: RC

DO NOT DESTROY

**Texas General Land Office
UNIT AGREEMENT MEMO**



INUT230001

Unit Number 12363
Operator Name Sage Natural Resources LLC **Effective Date** 11/01/2022
Customer ID C000090127 **Unitized For** Oil And Gas
Unit Name Martin-Forest Hills 'C' 4H (Alloc) **Unit Term**
County 1 Tarrant **RRC District 1** 05 **Old Unit Number** **Inactive Status Date**
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.00009730
State Part in Unit 0.00038922
Unit Depth Allow All Depths **Well**
From Depth **Formation**
To Depth **Participation Basis** **Length of Lateral**
If Exclusions 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
MF114226		0.000000	0.000000	0.00031392	O/G	0.25000000	0.00007848	No
MF114427		0.000000	0.000000	0.00007530	O/G	0.25000000	0.00001883	No

API Number
4243937230

Remarks:

CORRECTED MF114427. Allocation well traverses Unit 12086. Well spud 8/20/2022. First production 11/1/2022. Final plat received 1/11/2023.

Prepared By:
GLO Base Updated By:
RAM Approval By:
GIS By:
Well Inventory By:

Prepared Date: 4/28/23
GLO Base Date: 4/28/23
RAM Approval Date: 4/28/23
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1700 North Congress Ave.
Suite 840
Austin, Texas 78701
(512)463-6818

File No. MF 114226

Tarrant County

Corrected, Nut 12363

Date Filed: 4/28/23

Commissioner Dawn Buckingham, M.D.

By: MB Bamstap