

MF115596

Unit 11881
iNut 12845
iNut 12847

State Lease MF115596 Control 65-902205 Base File County TARRANT

Survey TARRANT COUNTY ROADS
Block
Block Name
Township
Section/Tract
Land Part WILBARGER STREET
Part Description
Acres 0.77
Depth Below Depth Above Depth Other

~~EXPIRED
DATE 8/20/16
LEASING 7/12/21/16
MAPS
GIS JM~~

Leasing: SSD
Analyst: JA
Maps: [Signature]
GIS: [Signature]
DocuShare:

Name CHESAPEAKE EXPLORATION, LLC
Lease Date 8/20/2013
Primary Term 3 yrs
Bonus (\$) \$4,620.00
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



F1087692

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Scanned PJ 11-18-14

(9. PE. Assign ZDA#9565

Chesapeake to Total 4-14-16

Scanned PJ 7-25-16

LEASE EXPIRES 8/20/16

Scanned PJ 5-20-17

See MF-105814 #32, Assign 10291

Chesapeake to Total 6-26-17

Scanned PJ 7-10-2017

10. Buckslip 11881 6/29/22

"Braylon Unit" 1

11. Recorded DPU 1

Scanned SM 08/23/2022

(See MF115446 item)

#12 for iNut 12845)

(See MF115440 item)

#13 for iNut 12847)

Scanned SM 09/12/2023

See MF115292 #13 Division Order

Scanned WM 11-28-2023

✓ DB

GLO USE ONLY
STATE LEASE
MF-115 596

H



RECEIVED
7/8/13

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 2011

LESSEE Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company (46166)

ADDRESS P.O. Box 18496 Oklahoma City, OK 73154

[Lessee name and address must be written as they will appear on the Lease.]

HIGHEST ADJACENT BONUS PER ACRE PAID \$ 6000.00 NET ACRES 0.77

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

\$ 4620.00 Paid 7/3/13 \$ 69.30 Paid 7/3/13
[bonus amount] [date] [sales fee] [date]

TERM [General Land Office will determine the Term based on remaining term of adjacent leases]

3 years

HIGHEST ADJACENT LEASE ROYALTY RATE 25%

HIGHEST ADJACENT LEASE SHUT-IN ROYALTY \$5000/well

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

TOTAL GROSS ACRES IN PROPOSED LEASE 0.77 TOTAL NET ACRES IN PROPOSED LEASE 0.77

COUNTY Tarrant

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:

Wilbarger Street

Wilbarger Street

FULL DESCRIPTION [Abstract, Block, Township, Section]
See attached Exhibit A

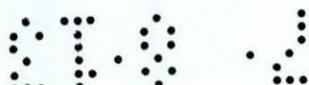
Do you control all minerals or leasehold adjacent to the highway/roadway? Yes No
If no, what percent of minerals or leasehold adjacent to the roadway do you control? _____

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

G.J. Ashabranner Survey,
A-7





APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 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. Check to Commissioner of General Land Office for total consideration.
6. Check to Commissioner of General Land Office for 1-1/2% sales fee.
7. Executed Waivers of Preferential Right to Lease, if necessary.
8. Executed Affidavit of Consideration
9. Copies of all highway deeds, clipped together
10. 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.
11. Exhibit "A" to be attached to the lease describing the area being leased (see Guidelines 8.)

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

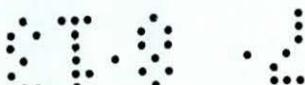
George Martin
Texas General Land Office
1700 N Congress, Suite 840
Austin TX 78701

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

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

For questions about pooling:

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



File No. MF 115596
Application & Checklist

Date Filed: 7-8-13
Jerry E. Patterson, Commissioner

By SSD



The State of Texas



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. MF 115596
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Chesapeake Exploration, LLC**, whose address is **PO Box 18496, Oklahoma City, OK 73154** hereinafter called "Lessee".

1. Lessor, in consideration of **Four Thousand Six Hundred Twenty Dollars and 00/100s (\$ 4,620.00)**, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant**, State of Texas, and is described as follows:

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

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **0.77 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. **Primary Term:** This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three years** from **August 20, 2013** 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 **\$ 5,000.00**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner: Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall

accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. **Pooling:** (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

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

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

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

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

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

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

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

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

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

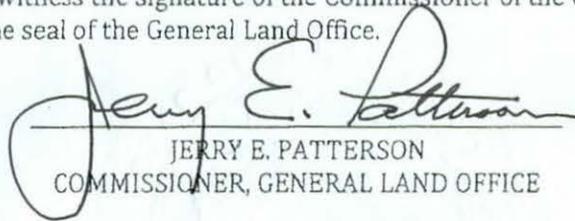
13. **Surface:** Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional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

14. **Compensatory Royalty:** Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to double the shut-in, 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: gwm

DC: CLR

CC: see below

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS
P. O. Box 2037 - 1408 West Main Street
Brenham, Texas 77834-2037
(979) 836-6677 - Fax (979) 836-1177

2491-13

CHESAPEAKE OPERATING, INC.
BRAYLON TRACT 730
TARRANT COUNTY, TEXAS

Being 0.77 acre of land, more or less, lying and being situated in The City of Fort Worth, Tarrant County, Texas in the G. J. Ashabranner Survey, A-7, being all of those tracts described in deeds to the City of Fort Worth, in Volume 3620, Page 92, Volume 3619, Page 333, Volume 3638, Page 192, and Volume 3617, Page 316, Deed Records of Tarrant County, Texas, and being a portion of Wilbarger Street Right-of-Way, said 0.77 acre being more particularly described as follows:

BEGINNING at a point in the North Right-of-Way line of Wilbarger Street at its intersection with the center of Freshfield Road, being the northeast corner of this tract, and having Texas Coordinate System of 1927 Values of X=2,076,720.6 and Y=375,611.0;

THENCE South 00 degrees 23 minutes 00 seconds East, along the east line of this tract, 39.54 feet to the southeast corner of this tract;

THENCE North 89 degrees 45 minutes 57 seconds West, along the south line of this tract, being in Wilbarger Street, 804.13 feet to the southwest corner of this tract at the intersection of Edgewood Terrace Street;

THENCE North 00 degrees 23 minutes 00 seconds West, along the west line of this tract, 43.97 feet to the northwest corner of this tract;

THENCE South 89 degrees 27 minutes 00 seconds East, along the north line of this tract, 804.19 feet to the PLACE OF BEGINNING, containing 0.77 ACRE of land, more or less.

Reference is hereby made to a separate plat of the subject unit.

Bearings are based on the Texas Coordinate System of 1927, North Central Zone 4202, as obtained by GPS observations.

Prepared for Chesapeake Operating, Inc. by Lampe Surveying, Inc from a partial on the ground survey, deeds, plats and other instruments furnished by Chesapeake Operating, Inc.

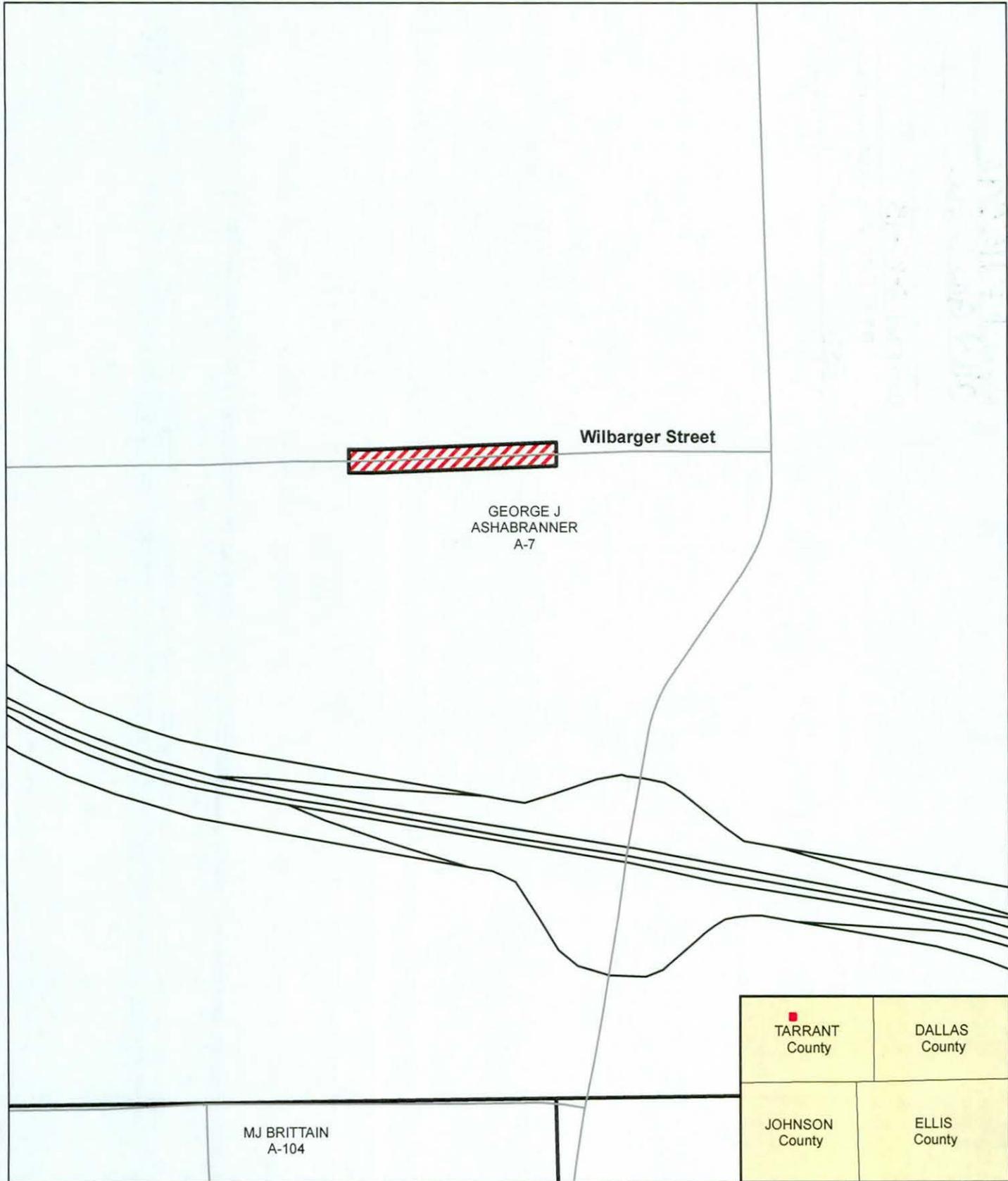
Dated this the 28th day of June, 2013.




Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

2491-13

2491Braylon Tract 730.REV



Highway Right-of-Way
Plat of Wilbarger Street
MF115596
0.77 acres
Tarrant County, Texas

500 250 0 500 Feet



Exhibit B

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
August 2013

File No. MF 115596
Oil & Gas Lease

Date Filed: 8-20-13
Jerry E. Patterson, Commissioner

By SSD



Martin J. Howell
Associate Landman, Barnett District

July 3, 2013

Mr. George Martin
Texas General Land Office
1700 N. Congress Ave.
Austin, TX 78701

Re: Written Application to lease Right-of-Way lands under **Wilbarger Street** right-of-way

Dear Mr. Martin:

This letter is to serve as a written application to lease the **Wilbarger Street** right-of-way land, situated in Tarrant County, Texas, and being described and displayed in the attached. I have included the following to comply with your Office's requirements for the application:

1. The names and addresses of the adjacent mineral owners;
2. Copies of the leases on lands adjacent to the subject right-of-ways;
3. A notarized affidavit of consideration;
4. Copies of the City of Fort Worth deeds which revert the lands under the right-of-ways to the State of Texas;

Thank you for your time and consideration in this matter. If you have any questions or need additional information, I can be reached at (405) 935-3220 or by e-mail at martin.howell@chk.com

Best regards,

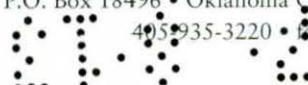

Chesapeake Exploration, L.L.C.

Martin J. Howell

Enclosure(s)

Chesapeake Energy Corporation

P.O. Box 18496 • Oklahoma City, OK 73154-0496 • 6100 N. Western Avenue • Oklahoma City, OK 73118
405-935-3220 • fax 405-849-3220 • cell 405-698-7367 • martin.howell@chk.com



Chesapeake Operating, Inc.

0008019 COMMISSIONER OF TX GENERAL

No. 5038235

13713403

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0257001	07/01/13	070113	BRAYLON 1H RECORDING/PROCESS F	500.00
Total for check				X \$500.00

121

X

13713403

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0257001	07/01/13	070113	BRAYLON 1H RECORDING/PROCESS F	500.00
Total for check				\$500.00

121
X

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND WITH VOID PANTOGRAPH

CHESAPEAKE OPERATING, INC.
P.O. Box 18496, Oklahoma City, OK 73154-0496
(877) 245-1427

Comerica Bank
74-478/724

13713403

5038235

JULY 2, 2013

Vendor No. 0008019

■ FIVE HUNDRED 00 /100 DOLLARS *****

\$500.00

PAY TO THE ORDER OF
COMMISSIONER OF TX GENERAL
LAND OFFICE
1700 N CONGRESS AVE RM 600
AUSTIN TX 78701

VOID AFTER 90 DAYS
NO THIRD PARTY ENDORSEMENTS

Jennifer M. Amisberg

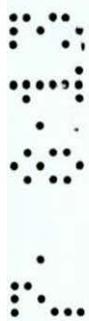
THIS DOCUMENT HAS A THERMOCHROMIC INK WITH A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

13713404

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0257002	07/01/13	070113A	BRAYLON 1H SALES FEE	69.30
Total for check				X \$69.30

121

X



13713404

0008019 COMMISSIONER OF TX GENERAL

No. 5038236

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0257002	07/01/13	070113A	BRAYLON 1H SALES FEE	69.30
Total for check				X \$69.30

121

X

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND WITH VOID PANTOGRAPH

CHESAPEAKE OPERATING, INC.
P.O. Box 18496, Oklahoma City, OK 73154-0496
(877) 245-1427

Comerica Bank
74-478/724

13713404

5038236

JULY 2, 2013

Vendor No. 0008019

■ SIXTY-NINE 30 /100 DOLLARS *****

\$69.30

PAY TO THE ORDER OF
COMMISSIONER OF TX GENERAL
LAND OFFICE
1700 N CONGRESS AVE RM 600
AUSTIN TX 78701

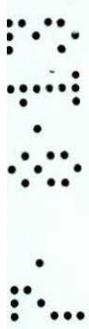
VOID AFTER 90 DAYS
NO THIRD PARTY ENDORSEMENTS

Jennifer M. Amisby

THIS DOCUMENT HAS A THERMOCHROMIC INK WITH A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

0005038236

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0257003	07/01/13	070113B	BARNETT CORE PR LSE BNS 0.77	4620.00
			Total for check	X \$4,620.00



121

X

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0257003	07/01/13	070113B	BARNETT CORE PR LSE BNS 0.77	4620.00
Total for check				X \$4,620.00

121

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND WITH VOID PANTOGRAPH

CHESAPEAKE OPERATING, INC.
P.O. Box 18496, Oklahoma City, OK 73154-0496
(877) 245-1427

Comerica Bank
74-478/724

13713405 5038237

JULY 2, 2013

Vendor No. 0008019

■ FOUR THOUSAND SIX HUNDRED TWENTY 00 /100 DOLLARS *****

\$4,620.00

PAY TO THE ORDER OF COMMISSIONER OF TX GENERAL
LAND OFFICE
1700 N CONGRESS AVE RM 600
AUSTIN TX 78701

VOID AFTER 90 DAYS
NO THIRD PARTY ENDORSEMENTS

Jennifer M. Amisberg

THIS DOCUMENT HAS A THERMOCHROMIC INK WITH A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 18, 2013

Martin J. Howell
Chesapeake Exploration, L.L.C.
P.O. Box 18496
Oklahoma City, Oklahoma 73154

Re: 0.77 acres described as being a portion of Wilbarger Street within the G.J. Ashabranner Survey, A-7, in Tarrant County, Texas

Dear Mr. Howell:

Your company, Chesapeake Exploration, L.L.C., has filed an application with the General Land Office (GLO) to take an oil and gas lease on the highway right of way under the referenced lands. The applicant has paid the applicable lease bonus, sales fee and filing fee. The applicant has provided all the data required to process the highway right of way lease.

As the lessee of oil and gas leases covering lands adjoining the subject highway right of way, under Natural Resources Code Section 32.201, Chesapeake Exploration, L.L.C. has a preferential right to obtain an oil and gas lease covering the right of way.

The GLO staff has recommended approval of the application by the School Land Board which will meet August 20, 2013.

Please advise if you need additional information.

Sincerely yours,

A handwritten signature in blue ink that reads "George Martin".

George Martin
Mineral Leasing, Energy Resources
512-475-1512
512-475-1543 (fax)
george.martin@glo.texas.gov

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

3.

File No. MF 115596
Cover letter, bonus, fees

Date Filed: 7-8-13
Jerry E. Patterson, Commissioner

By SSD

HROW Plate Transmittal Slip

Date to GIS: **8/8/2013**

SLB: **8/20/2013**

Aprox Due Date: **8/15/2013**

Lease Number: **MF 115596** County: **Tarrant**

Road Name: **Wilbarger Street**

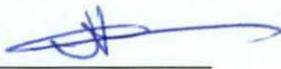
Acreage: **0.77**

Abstract: **G.J. Ashabranner Survey, A-7**

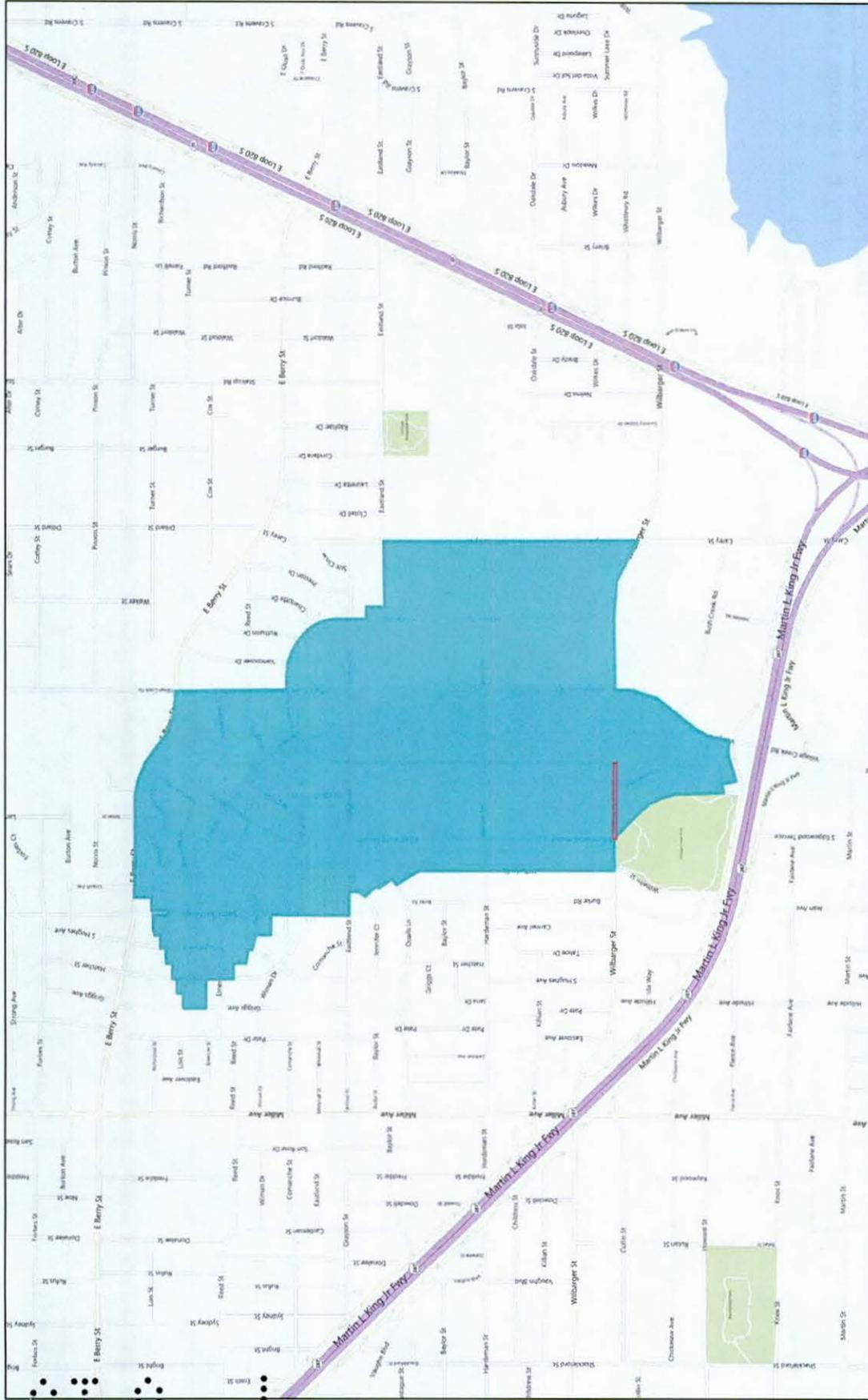
Completed by: _____

T Drive date: _____

Proofed by GIS: _____

Proofed by Energy:  _____

Braylon Unit



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

0.5 0 0.23 0.5 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Chesapeake Energy Corporation

File No. MF 115596
Plat

Date Filed: 7-8-13
Jerry E. Patterson, Commissioner

By SSD



AFFIDAVIT OF CONSIDERATION

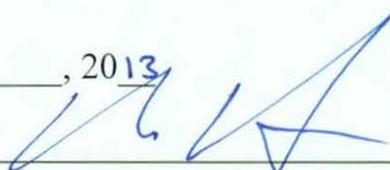
STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

PERSONALLY came and appeared before me, the undersigned Notary, the within named Martin Joseph Howell, who is a resident of Oklahoma County, State of Oklahoma, and makes this his/her statement and Affidavit of Consideration upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his/her knowledge:

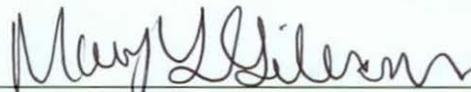
The highest bonus per net mineral acre that Chesapeake Exploration L.L.C., an Oklahoma Limited Liability Company, has paid for a tract adjacent to the tract described in attached Exhibit "A" is **Six Thousand Dollars and Zero Cents (\$6,000.00)** per net mineral acre. The highest royalty percentage that Chesapeake Exploration L.L.C. an Oklahoma Limited Liability Company, has agreed to pay for a tract adjacent to the tract described in attached Exhibit "A" is **Twenty-Five percent (25%)**. The highest shut-in payment that Chesapeake Exploration L.L.C., an Oklahoma Limited Liability Company, has agreed to pay for a tract adjacent to the tract described in attached Exhibit "A" is **Five Thousand Dollar (\$5000.00) per shut in well.**

DATED this the 3rd day of July, 2013



Signature of Affiant

SWORN to subscribed before me, this 3rd day July, 2013

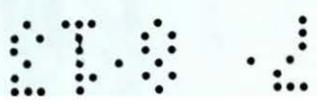


NOTARY PUBLIC



My Commission Expires:

6/25/17



File No. MF 115596
Affidavit of Highest Consideration

Date Filed: 7-8-13
Jerry E. Patterson, Commissioner

By SSD

2013



92

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Merril C. Osborne
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of November A. D. 19 61

(L. S.)

Notary Public in and for Tarrant County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Gladys Sommers Campbell Osborne, wife of Merrill C. Osborne, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Gladys Sommers Campbell Osborne, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of November A. D. 19 61

(L. S.)

Notary Public in and for Tarrant County, Texas

Filed for Record NOV 7 1961 at 10:03 AM

And Recorded NOV 14 1961 at 10:08 AM

Instrument No. 72556 MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By A. Sadler Deputy

126-WARRANTY DEED

73558

TEXAS STANDARD FORM

The State of Texas, }
County of Tarrant

Know All Men by These Presents:

That we, Robert Nance, Robert Liggett, E. L. Youngblood, R. A. Braziel and P. W. Moore, Trustees of Golden Gate Baptist Church,

of the County of Tarrant State of Texas for and in consideration

of the sum of

TEN ----- DOLLARS

and other good and valuable considerations to us in hand paid by City of Fort Worth, a municipal corporation, as follows:

cash in hand paid, the receipt of which is hereby acknowledged,

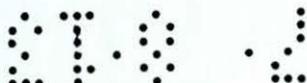


have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said City of Fort Worth, a municipal corporation,

of the County of Tarrant State of Texas all that certain

rectangular strip of land off the South margin of Lots 11, 12, and 13, Block 2, Home Acres Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in vol. 388-A, page 110, deed records of Tarrant County, Texas, more particularly described as follows:
BEGINNING at the Southwest corner of Lot 11, Block 2, Home Acres Addition to the City of Fort Worth, Tarrant County, Texas;
THENCE North with the West line of said Lot 11, a distance of 9.71 feet;
THENCE South 89 degrees 27 minutes East a distance of 349.02 feet to a point in the East line of Lot 13, said point being 6.36 feet North of the South line of said Lot 13;
THENCE South with the East line of Lot 13, a distance of 6.36 feet;
THENCE West with the South line of Lots 11, 12, and 13, a distance of 349 feet to the place of beginning, and containing 2804 square feet of land.

This document is subject to the provisions of the Texas Deed Act, Chapter 63, Acts of the 55th Legislature, 1957, and the Texas Property Code, Chapter 63, Acts of the 59th Legislature, 1955.



DEED RECORD VOLUME 3620

This conveyance is made subject to all restrictive covenants, easements and zoning ordinances affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, a municipal corporation, its successors heirs and assigns forever and we do hereby bind ourselves, our successors heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said City of Fort Worth, its successors

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Fort Worth, Texas, this 19th day of October 19 61

Witnesses at Request of Grantor:

Witness signatures: Robert L. Vance, Robert Liggett, R. A. Brazier

TRUSTEES OF GOLDEN GATE BAPTIST CHURCH

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert Liggett, a Trustee of Golden Gate Baptist Church, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of October A. D. 19 61.

Notary Public in and for Tarrant County, Texas. Rebecca Milner

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared E. L. Youngblood, a Trustee of Golden Gate Baptist Church, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of October A. D. 19 61.

Notary Public in and for Tarrant County, Texas. Rebecca Milner

SINGLE ACKNOWLEDGMENT

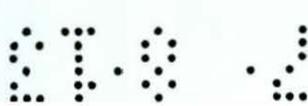
THE STATE OF TEXAS, COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. A. Brazier, a Trustee of Golden Gate Baptist Church, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of October A. D. 19 61.

Notary Public in and for Tarrant County, Texas. Rebecca Milner

154 76074



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared P. W. Moore, a Trustee of Golden Gate Baptist Church, knows to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of October A. D. 19 61.

Rebecca Milner
Notary Public in and for Tarrant County, Texas.

948-THE OPTIC COMPANY, INC. - DALLAS, TEXAS

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert Nance, a Trustee of Golden Gate Baptist Church, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of October A. D. 19 61.

(L. S.) *Rebecca Milner*
Notary Public in and for Tarrant County, Texas.

Original Document

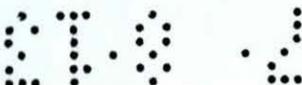
Filed for Record NOV 7 1961 at 10:06am;

And Recorded NOV 14 1961 at 10:10am.

Instrument No. 73 558 MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas

By *A. Sadler* Deputy

1961 NOV 14 10 10 AM



DEED RECORD VOLUME 3619

333

Filed for Record NOV 6 1961 at 9:12 AM
And Recorded NOV 13 1961 at 2:37 PM
Instrument No. 73120 MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By *A. Henry* Deputy

126-WARRANTY DEED

73121

123

TEXAS STANDARD FORM

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

That Cato W. Powderly and wife, Hazel Powderly

of the County of Tarrant State of Texas for and in consideration

of the sum of TEN ----- DOLLARS

and other good and valuable considerations
to us in hand paid by

City of Fort Worth, a municipal corporation, as follows:
cash in hand paid, the receipt of which is hereby acknowledged,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
City of Fort Worth, a municipal corporation,

of the County of Tarrant State of Texas all that certain
rectangular strip of land off the South margin of Lot 14, Block 2,
Home Acres Addition to the City of Fort Worth, Tarrant County, Texas,
more particularly described as follows:
Beginning at the Southwest corner of Lot 14, Block 2, Home Acres Addition
to the City of Fort Worth, Tarrant County, Texas; Thence North with the
West line of said Lot 14, a distance of 6.36 feet; Thence South 89 degrees
27 minutes East a distance of 100 feet to a point in the East line of
Lot 14, said point being 5.4 feet North of the South line of said Lot 14;
Thence South with the East line of Lot 14 a distance of 5.4 feet; Thence
West with the South line of Lot 14 a distance of 100 feet to the place
of beginning, and containing 588 square feet of land.

This conveyance is made subject to all restrictive covenants, easements
and zoning ordinances affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, a
municipal corporation, its successors

and assigns forever and we do hereby bind ourselves, our
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said City of Fort Worth, its successors

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, of any
part thereof.

WITNESS our hands at Fort Worth, Texas
this 18th day of October 19 61.

Witnesses at Request of Grantor:

Cato W. Powderly
Cato W. Powderly
Hazel Powderly
Hazel Powderly

3341

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of October A. D. 19 61.
(L. S.) *Reba Schelstede*
Notary Public in and for Tarrant County, Texas

Official Document

Filed for Record NOV 6 1961 01:47 AM
And Recorded NOV 13 1961 01:52 PM
Instrument No 73121 MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas
By *[Signature]* Deputy



192

126—WARRANTY DEED

TEXAS STANDARD FORM

EMc

475 / 25

The State of Texas,
County of TARRANT

Know All Men by These Presents:

That we, W. A. Gray and wife, Ettie V. Gray,

of the County of Tarrant, State of Texas, for and in consideration
of the sum of TEN AND NO/100

(\$10.00) DOLLARS

CASH and other good and valuable consideration
to us in hand paid by CITY OF FORT WORTH,
a municipal corporation,



have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
CITY OF FORT WORTH, a municipal corporation,

of the County of Tarrant, State of Texas, all that certain
lot, block, tract or parcel of land situated in Tarrant County, Texas,
and being described as follows:

A rectangular strip of land off the South margin of LOT 15, BLOCK 2, HOME
ACRES ADDITION to the City of Fort Worth, Tarrant County, Texas, according
to plat recorded in Vol. 388-A, page 110, of the Deed Records of Tarrant
County, Texas, and being more particularly described as follows:
BEGINNING at the Southwest corner of LOT 15, BLOCK 2, HOME-ACRES ADDITION
to the City of Fort Worth, Tarrant County, Texas, according to plat record-
ed in Vol. 388-A, page 110, above mentioned;
THENCE North with the West line of said Lot 15, a distance of 5.4 feet;
THENCE South 89 degrees 27 minutes East a distance of 100 feet to a point
in the East line of Lot 15, said point being 4.44 feet North of the South
line of said Lot 15;
THENCE South with the East line of Lot 15, a distance of 4.44 feet;
THENCE West with the South line of Lot 15, a distance of 100 feet to the
place of beginning, and containing 492 square feet of land;
This conveyance is made subject to any and all restrictive covenants,
easements and zoning ordinances affecting the title to the hereinabove
described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the said

CITY OF FORT WORTH, its successors

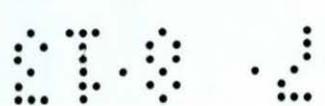
and assigns forever and we do hereby bind ourselves, our
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said CITY OF FORT WORTH, its successors

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS our hands at Fort Worth, Texas,
this 27th day of OCTOBER 19 61.

~~Notary Public for the State of Texas~~

W. A. Gray
W. A. Gray
Ettie V. Gray
Ettie V. Gray



DEED RECORD VOLUME 3638

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name W. A. Gray is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of Dec OCTOBER, A. D. 19 61.
(L. S.) Harvey E. Phipps

Notary Public in and for Tarrant County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ettie V. Gray, wife of W. A. Gray, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ettie V. Gray, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of Dec OCTOBER, A. D. 19 61.
(L. S.) Harvey E. Phipps

Notary Public in and for Tarrant County, Texas.

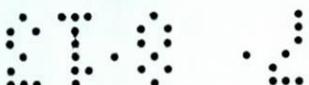
JOINT ACKNOWLEDGMENT

Filed for Record JAN 3 1962 at 2:46 P. M.

And Recorded JAN 15 1962 at 9:22 P. M.

Instrument No. 425 MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By [Signature] Deputy



316

127-WARRANTY DEED (BY CORPORATION)

TEXAS STANDARD FORM

The State of Texas,
County of Tarrant

71514 1-25
Know All Men by These Presents:

That J. D. Wilkes, Inc.,
a Corporation, duly organized and existing under the Laws of the State of Texas
for and in consideration of the sum of

TEN ----- DOLLARS
and other good and valuable considerations
to it in hand paid by City of Fort Worth, a municipal corporation,
cash in hand paid, the receipt of which is hereby acknowledged, as follows:



has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said
of the County of Tarrant State of Texas City of Fort Worth, a municipal corporation, all that certain
tract or parcel of land, being a rectangular strip of land off the South
margin of Lots 16 and 17, Block 2, Home Acres Addition to the City of
Fort Worth, Tarrant County, Texas, according to plat recorded in vol.
388-A, page 110, deed records of Tarrant County, Texas, and being more
particularly described as follows:
BEGINNING at the Southwest corner of Lot 16, Block 2, Home Acres Addition
to the City of Fort Worth, Tarrant County, Texas;
THENCE North with the West line of said Lot 16, a distance of 4.44 feet;
THENCE South 89 degrees 27 minutes East a distance of 200.1 feet to a
point in the East line of Lot 17, said point being 2.52 feet North of the
South line of Lot 17;
THENCE South with the East line of Lot 17, a distance of 2.52 feet;
THENCE West with the South line of Lots 16 and 17, a distance of 200
feet to the place of beginning, and containing 696 square feet of land.

This conveyance is made subject to all restrictive covenants, easements
and zoning ordinances affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth,
its successors
heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns,
to Warrant and Forever Defend, all and singular the said premises unto the said
City of Fort Worth, its successors
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

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

day of October A. D. 19 61.



Attest:
[Signature]
Secretary.

J. D. WILKES, INC.
By *[Signature]* President.



DEED RECORD VOLUME 3617

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF TARRANT }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. D. Wilkes -President of J. D. Wilkes, Inc., a corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said J.D. Wilkes, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of October A. D. 19 61.

(L.S.)

Regina Rogers
Notary Public in and for Tarrant County, Texas

Filed for Record OCT 30 1961 at 2:40 P. M.

And Recorded NOV 8 1961 at 9:45 A. M.

Instrument No. 71515 MELVIN "MEL" FAULK, County Clerk, Tarrant County, Texas

By m. B. Baker Deputy

125 - WARRANTY DEED

71515 150

TEXAS STANDARD FORM

The State of Texas, }

Know All Men by These Presents:

County of Tarrant }

That James H. Foster, Jr., not joined herein by my wife, as the property herein conveyed constitutes no part of my residence or business home stead,

of the County of Tarrant State of Texas for and in consideration

of the sum of - - - - - TEN AND NO/100 - - - - -
- - - - - (\$10.00) - - - - - DOLLARS

and other good and valuable considerations to me in hand paid by

Albert J. Prendergast and wife, Joyce E. Prendergast as follows:

Cash in hand paid by grantees herein, the receipt of which is hereby acknowledged; and

The further consideration of the assumption by the grantees herein and their agreement to pay the balance remaining due and unpaid on that one certain note dated April 10, 1958, in the original principal sum of \$10,000.00 executed by Albert J. Prendergast et ux, payable to the order of Fort Worth Savings and Loan Association, due in accordance with the terms and at the interest rate therein provided; said note being secured by vendor's lien retained in deed of even date therewith from Tim Carter et ux to the makers of said note, recorded in Vol. 3201, page 220, of the Deed Records of Tarrant County, Texas, and by deed of trust of even date therewith to John L. Lewis, Trustee, recorded in Vol. 1388, page 202, of the Deed of Trust Records of Tarrant County, Texas; and

The further consideration of the assumption by the grantees herein and their agreement to pay the balance remaining due and unpaid on that one certain note dated April 10, 1958, in the original principal sum of \$4,500.00, executed by Albert J. Prendergast et ux, payable to the order of Tim Carter, due in accordance with the terms and at the interest rate therein provided; said note being secured by vendor's lien retained in deed from Tim Carter et ux to the makers of said note, recorded in Vol. 3201, page 220, of the Deed Records of Tarrant County, Texas, and by deed of trust of even date therewith to A.B. Waldron, Trustee, recorded in Vol. 1388, page 204, of the Deed of Trust Records of Tarrant County, Texas;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Albert J. Prendergast and wife, Joyce E. Prendergast

of the County of Tarrant State of Texas all that certain lot, tract or parcel of land, described as follows:

Lot 30, of LAKE SHORE ACRES, a Subdivision of part of the E.H. Thurmond, J.S. Thurmond and M.E.P. & P. R.R.Co. Surveys in Tarrant County, Texas, according to plat recorded in Vol. 1383, page 412, of the Deed Records of Tarrant County, Texas.

This conveyance is made subject to all restrictive covenants and easements affecting the above described property.



6.

File No. MF 115596
Source Deeds Record

Date Filed: 7-8-13
Jerry E. Patterson, Commissioner

By SSD

4
8
5

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

Electronically Recorded
Chesapeake Operating, Inc.

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

THIS LEASE AGREEMENT is made this 14th day of March, 2011, by and between J. Jesus Munoz, a single person whose address is 514 South Storey Street, Dallas, TX 75203, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, 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:

.239 ACRES OF LAND, MORE OR LESS, BEING Lot 44, Block 2R, OUT OF THE Fair Havens Addition, AN ADDITION TO THE CITY OF Fort Worth, Tarrant COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 388-3, PAGE 75, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the county of TARRANT, State of TEXAS, containing .239 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty-five (25) % of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty-five (25) % of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from 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 there from 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 there from 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.

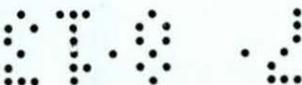
4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be 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 there from, 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 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 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)

Signature: J. Jesus Munoz
Printed Name: J. Jesus Munoz

Signature: _____
Printed Name: _____

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant
This instrument was acknowledged before me on the 14th day of March, 2011, by J. Jesus Munoz, a single person



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

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on the _____ day of _____, 2011, by _____

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

CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on the _____ day of _____, 2011, by _____ of _____ a _____ corporation, on behalf of said corporation.

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



Electronically Recorded

Official Public Records

Mary Louise Garcia

Mary Louise Garcia

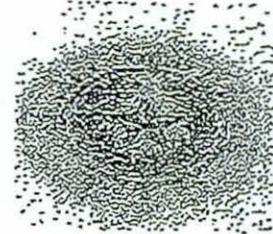
Tarrant County Texas

3/21/2011 3:35 PM

D211066578

PGS 3 \$24.00

Submitter: ACS



DALE PROPERTY SERVICES, LLC
ATTN: RECORDING TEAM
500 TAYLOR ST. STE 600
FORT WORTH, TEXAS 76102

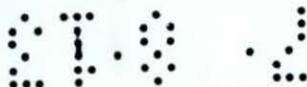
Submitter: DALE PROPERTY SERVICES, LLC

**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 OFFICAL RECORD

ELECTONICALLY RECORDED
BY ACS ERXCHANGE



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

Texas Form 88
Revised 8/05

**OIL AND GAS LEASE
(PAID UP)**

AGREEMENT, Made and entered into this 8th day of October, 2007 by and between Eva Yvonne Spencer, a femme sole, whose address is 4451 Moorview Avenue, Fort Worth, Texas 76119. Party of the first part, hereinafter called Lessor (whether one or more), and Paloma Barnett, LLC, whose address is 1021 Main Street, Suite 2600, Houston, Texas 77002, Party of the second part, hereinafter called Lessee.

1. WITNESSETH. That the said Lessor, for and in consideration of ONE OR MORE DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the purpose of investigating, exploring, by geophysical or other means, prospecting, drilling, and operating for and producing oil and all gas of whatsoever nature or kind, including all associated hydrocarbons produced in a liquid or gaseous form, also including sulphur produced in association with oil or gas, hereinafter sometimes collectively referred to as "oil and gas", injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipelines, storing oil, building tanks, power stations, telephone lines and other structures and things hereon to produce, save, take care of, treat, process, store and transport said oil and gas and other products manufactured therefrom, the following described land, together with any reversionary rights, riparian rights and after-acquired interest, therein situated; in the County of Tarrant, State of Texas,

Tract 1 - 3533 Avenue J

0.1434 acres, more or less, out of the J. Tuell Survey, Abstract No. 1530, Tarrant County, Texas and being also known as Lot 20, Block 73, of Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 109, Plat Records of Tarrant County, Texas, and being those same lands more particularly described in a Special Warranty Deed dated January 8, 1976 and recorded in Volume 5946, Page 401, of the Deed Records, Tarrant County, Texas, and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian rights.

Tract 2 - 4451 Moorview Avenue

0.110 acres, more or less, out of the G.J. Assabranner Survey, Abstract No. 7, Tarrant County, Texas and being also known as Lot 4, Block 4, of Edgewood Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Book 188-Twenty-two, Page 65, Deed Records of Tarrant County, Texas, and being those same lands more particularly described in a Warranty Deed dated June 17, 1968 and recorded in Volume 4589, Page 452, of the Deed Records, Tarrant County, Texas, and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian rights.

This is a non-development Oil & Gas Lease, whereby Lessee, its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or unitize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit. This clause shall take precedence over any reference of the surface operations contained within the preprinted portion of this lease.

and containing 0.253 acres, more or less

It is agreed that this lease shall remain in force for a term of 5 years from date (herein called primary term) and as long thereafter as oil and gas, or either of them, is produced or capable of being produced from said land by the Lessee. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, in the pipeline to which it may connect its wells, 25% part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises. Lessor's interest to bear its proportionate cost of treating oil to render it marketable pipeline oil.

2nd. To pay Lessor for gas (including casinghead gas) and all other substances covered hereby, a royalty of 25% of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of the production, severance and other excise taxes and the cost incurred by lessee in delivering, processing, compressing, transporting, or otherwise making such gas or other substances merchantable, said payments to be made monthly. If gas from any well or wells on the premises capable of producing gas in commercial quantities is not sold or used off the premises or in the manufacture of gas for a period of one (1) year or more, during which time there is no other production from the leased premises, then Lessee shall pay or tender as royalty for such annual period a sum of one dollar (\$1.00) per net acre within ninety (90) days after the end of such annual period.

If, at the expiration of the primary term, Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than 90 days, and if production is discovered, this lease shall continue as long thereafter as oil or gas, are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (subject to the force majeure provisions), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations, or production, within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is started thereon which is necessary for such operations.

Lessee is hereby granted the right at any time and from time to time to utilize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. In the absence of governmentally prescribed spacing, Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production was from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of this acreage placed in the unit, or his royalty interest thereon on an acreage basis, bears to the total acreage in the unit.

If said Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, whether stated hereinabove as whole or partial interest, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole undivided fee. In addition, the Lessee shall have a right to issue a replacement draft for any draft that was tendered for bonus, royalty or other payment, which payment was based on Lessor's ownership interest in the above described lands. In the event it is determined by Lessee that Lessor owns a lesser interest in such land than the amount on which such royalty, bonus or other payment was based and in the event a draft has already been paid prior to the discovery of Lessor's lesser interest, then Lessee shall have a right to be reimbursed for such overpayment upon making written request, and shall also



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agreed by the parties that Lessor's payments of bonus, royalty or other payments that are based on Lessor's net mineral acre ownership shall be adjusted to reflect Lessor's true net mineral acre ownership.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. When requested by the Lessor, Lessee shall bury his pipelines below plow depth. No well shall be drilled nearer than 200 feet, or the minimum distance required by the municipality, to the house or barn now on said premises, without the written consent of the Lessor. Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Any structures and facilities placed on the lease premises by Lessee for operations hereunder and any well or wells on the leased premises drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion arising subsequent to the date of assignment.

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 herein, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessor's above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, whether or not named above.

Lessee may at any time and from time to time, surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

This is a paid-up lease. In consideration of the cash payment acknowledged above, Lessor agrees that Lessee is not obligated to commence or continue any operations during the primary term.

In addition to the other rights granted herein, Lessor hereby grants to Lessee a continuing, perpetual pipeline right-of-way, under the terms and conditions hereinafter set forth. Lessor grants to Lessee the right, privilege and easement to construct, reconstruct, operate, maintain, inspect, test repair, replace, remove, alter and abandon an initial pipeline, and any additional pipeline, for the transportation of any or all of gas, gas constituents, oil or oil constituents, together with the right of ingress and egress over the land leased hereunder and the right to use such surface or subsurface areas as may be reasonably needed for the exercise of the rights, privileges and easements herein granted. The term "pipeline" as used in this paragraph includes such surface or subsurface pipeline appurtenances and facilities (including, without limitation, any metering equipment and dehydration facilities and connections to any wells located on said land). This pipeline right-of-way is not limited to pipeline for the use of production from the lands leased under this Lease, and such pipeline right-of-way is without regard to whether such gas, gas constituents, oil or oil constituents are produced from the land leased hereunder or from any other lands, and further without regard to whether such lands are pooled or unitized with the land leased hereunder or not. If the Lessee desires to exercise the rights, privileges or easements granted by this paragraph by commencing construction of an initial pipeline, then upon completion Lessee shall pay to Lessor a sum equal to One Dollar per lineal foot for each lineal foot of pipeline installed, and upon completion shall pay a sum equal to Fifty Dollars for any meter installation, dehydration station, or well connection installed, and the Lessee shall have the continuing rights, privileges and easements granted in this paragraph with respect to any additional pipeline that Lessee desires to install thereafter. If the Lessee fails to commence construction of any initial pipeline during the term of this lease, (as such term may be extended by option, agreement, production, gas storage, or in any other manner), then after receipt of written request from the Lessor, the Lessee agrees to provide to Lessor a written document canceling this pipeline right of way. If any initial pipeline construction is commenced during the term of this lease, then all of the rights, privileges and easements granted in this paragraph to the Lessee shall continue, after expiration of this lease, until such time as the Lessee shall release such rights, privileges and easements by an instrument in writing, duly recorded. Notwithstanding anything in the foregoing to the contrary, however, if pipeline is constructed pursuant to Paragraph one (1) of this lease, for the purpose of transporting gas, gas constituents, oil or oil constituents produced from the lands leased under this lease, or from lands pooled with the lands leased under this lease (collectively, the "leasehold production pipeline"), then the Lessee shall not be required to pay any sums to Lessor in respect of such leasehold production pipeline and Lessee's rights with regard to such leasehold production pipeline shall be as set forth in Paragraph one (1) of this lease.

This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of (5) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$ 5,000 per net mineral acre for the land then covered by the extended lease. Said bonus is to Lessor at Lessor's address above or last known address. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessor hereby grants any such extensions of this lease without necessity of an amendment to said lease.

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

In the event that Lessor, during the primary term or extension 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 the 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.

In the event Lessor considers that the Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing, specifying in what respect Lessor claims Lessee has breached this lease. The service of such notice and elapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause. If, within sixty (60) days after the receipt of such notice Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed to be in default hereunder.



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

Notwithstanding anything to the contrary contained in this lease, should a shut-in royalty payment not be properly made in a timely manner as provided for in this lease, Lessor may, at Lessor's option, elect to terminate the applicable portion of this lease by sending written notice to Lessee by certified mail; provided that, Lessee shall then have thirty (30) days from the date of receipt of such written notice in which to avoid termination of the applicable portion this lease by making or causing to be made the proper shut-in royalty payment. If such shut-in royalty payment is not made on or before the expiration of said 30 day period, Lessor may elect to terminate the applicable portion of this lease by filing a Notice of Termination with the County Clerk in the county where the lease premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk.

IN TESTIMONY WHEREOF, we sign this the 8th day of Oct., 2007

Eva Yvonne Spencer
Eva Yvonne Spencer

STATE OF TEXAS)

(ACKNOWLEDGMENT FOR INDIVIDUAL)

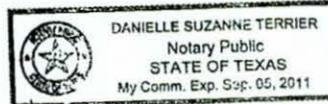
COUNTY OF TARRANT)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of October 2007, personally appeared Eva Yvonne Spencer to me known to be the identical person who executed the within foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Danielle Terrier
Notary Public

My commission expires: 9/5/2011



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 26 day of September, 2007, between Willard L. Bragg, and wife Viola Bragg, Lessor (whether one or more), whose address is 4409 South Edgewood Terrace, Fort Worth, Texas 76119, 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:

5.717 Acres of Land, more or less, Being Lot(s) 10, 14, 15, 16, 17, 18 and 19, Block 2, of the Home Acres Addition, an Addition to the City of Fort Worth, Tarrant County, Texas.

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

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

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

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

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

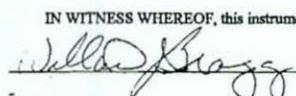
9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties 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.


Willard J. Bragg

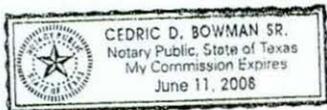

Viola Bragg

ACKNOWLEDGMENTS

STATE OF TARRANT
COUNTY OF TARRANT

This instrument was acknowledged before me on the 26 day of September, 2007.

by Willard J. Bragg

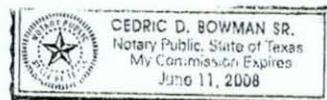



Notary Public, State of TEXAS
Notary's name (printed): CEDRIC D. BOWMAN
Notary's commission expires: 6-11-2008

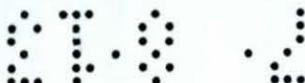
STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 26 day of September, 2007.

by Vilon Bragg




Notary Public, State of Texas
Notary's name (printed): CEDRIC D. BOWMAN SR
Notary's commission expires: 6-11-2008





DALE RESOURCES
2100 ROSS AVE # 1870 LB 9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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

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

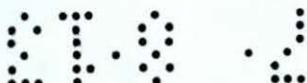
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Instrument #: D207351384
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By: _____



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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.



OIL AND GAS LEASE

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AGREEMENT ("Lease") is made and entered into as of the date herein specified by and between CITY OF FORT WORTH, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, and Wise Counties, Texas, (hereinafter referred to as "Lessor"), and, DALE PROPERTY SERVICES, L.L.C., a Texas Limited Liability Company (hereinafter referred to as "Lessee").

WITNESSETH:

1.

GRANTING CLAUSE

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

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

For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 0.867 acres, whether actually containing more or less.

2.

PRIMARY TERM

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

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3.

DELAY RENTALS

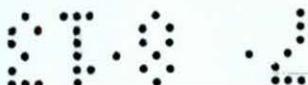
This is a paid-up lease and no delay rentals are due. Upon termination, Lessee shall prepare, execute and deliver to Lessor a recordable release covering the leased premises in accordance with this Lease. Lessee may at any time or times execute and deliver to Lessor, a release or releases of this Lease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

4.

ROYALTIES

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

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



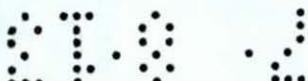
pipelines on the same basis as Lessee's share of liquids is stored or delivered. Lessor shall reimburse Lessee for all reasonable costs incurred by Lessee in installing, operating or maintaining additional facilities necessary for Lessor's royalty gas and processed liquids to be separately metered, accounted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

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

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

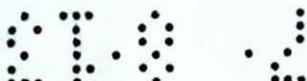
D. For purposes of this Paragraph 4, the term "market value" shall mean for gas and products therefrom (i) the gross price at which gas or products therefrom are sold pursuant to a Gas Contract, as defined below, that is ratified by Lessor according to Paragraph G below or (ii) if not sold pursuant to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

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



F. All royalties hereinabove provided shall be payable in cash (unless Lessor elects to take such royalty oil or gas in kind) to Lessor within ninety (90) days following the end of the month in which the first commercial sale of production occurred and thereafter no more than sixty (60) days after the end of the month following the month during which production takes place. Subject to the provisions of Paragraph 10 of this Lease concerning shut-in wells, royalties shall be paid to Lessor by Lessee and/or its assigns or by the product purchaser for oil and/or gas. Upon the failure of any party to pay Lessor the royalty as provided in this paragraph, Lessor may, at Lessor's option, elect to terminate this Lease by sending written notice to Lessee. Lessee shall then have thirty (30) days from the date of service of such written notice in which to avoid termination of this Lease by making or causing to be made the proper royalty payment or payments that should have been paid. If such royalty payment is not made on or before the expiration of the 30-day period, or written approval is not obtained from Lessor to defer such payment, Lessor may elect to terminate this Lease by filing a Notice of Termination with the County Clerk in the county where the leased premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk.

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



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

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

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

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

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

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

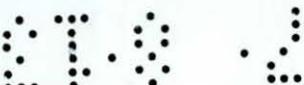
L. Oil, gas or products may not be sold to a subsidiary or affiliate of Lessee as defined herein without the Lessor's prior written permission.

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

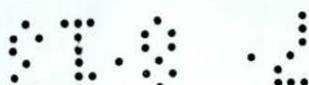
5.

POOLING

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



promote the conservation of oil and gas in and under and that may be produced from said premises. Should Lessee desire to exercise its pooling right as to any part of the land, Lessee shall first provide written notice to Lessor at The City of Fort Worth, Attention: Planning and Development Department, 1000 Throckmorton Street, Fort Worth, Texas 76102. Lessee shall provide three (3) copies of the notice to the Lessor which shall include a plat of the proposed pooled tract intended to be pooled. Furthermore, Lessee shall describe the amount of the leased premises intended to be included within the pooled unit and the total amount of the proposed pooled unit. Lessor shall have forty-five (45) days following its receipt of the pooling notice to approve or reject the proposed pooled tract by notice to Lessee. If Lessor does not provide notice of approval or rejection within such forty-five (45) day period, the proposed pooled tract shall be deemed approved by Lessor on the forty-sixth day following its receipt of the pooling notice. In the absence of field rules, units pooled for oil and gas hereunder shall not exceed the acreage provided for retained acreage tracts in Section 7. Lessee, under the provisions hereof, may pool or combine acreage covered by this Lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing the pooled acreage as a pooled unit. In this regard, Lessee shall provide Lessor with a copy of any and all documents filed with any regulatory authority or recorded in the records of any county within thirty (30) days of filing such documents. Upon the recordation of the unit in the county records and the timely furnishing of the copies required herein to Lessor the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this Lease, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this Lease whether or not the well or wells be located on the premises covered by this



Lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of this Lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, there shall be allocated to the land covered by this Lease and included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be on oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from this Lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from this Lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this Lease. If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Notwithstanding anything to the contrary therein above, all of the leased premises contained in this lease shall be included in a unit unless Lessee is able to demonstrate that for prudent development purposes only a portion of the lease should be included in a unit. In such cases, at least 50% of the leased premises must be included in the unit.

6.

CONTINUOUS DRILLING

At the expiration of the primary term this Lease shall remain in full force and effect for so long as Lessee is conducting Continuous Drilling Operations (as herein defined). Lessee shall be considered to be engaged in Continuous Drilling Operations at the expiration of the primary term if: (1) Lessee is then engaged in drilling operations on the leased premises or lands pooled therewith or (2) Lessee has completed a well as a producer or as a dry hole within one hundred twenty (120) days prior to the expiration of the primary term. Lessee also shall be considered to be engaged in Continuous Drilling Operations for so long thereafter as Lessee conducts drilling operations on the leased premises, or lands pooled therewith, with due diligence and with intervals of no more than one hundred twenty (120) days between the date of completion of one well and the date of commencement of drilling operations on an additional well. "Completion" shall be considered to be the date of release of the completion rig for a completed well, but in no event more than



one hundred twenty (120) days following the release of the drilling rig. In the case of a dry hole, "completion" shall be considered to be the date of release of the drilling rig. "Commencement" shall be the actual spud date of a well. Continuous Drilling Operations shall be deemed to have ceased upon the failure of Lessee to commence drilling operations on an additional well within such one hundred twenty (120) day period. When the Continuous Drilling Operations cease, the provisions of Paragraph 7 will be applicable.

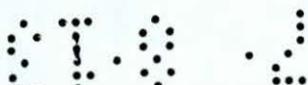
7.

RETAINED ACREAGE

A. Vertical Wells

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

At any time or times that this Lease terminates as to all or any portion of the acreage of the leased premises, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and shall furnish



executed counterparts of each such release to Lessor at the address shown in Paragraph 19 hereof.

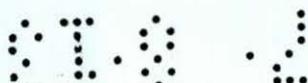
B. Horizontal Wells

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

In the event of any partial termination of the Lease as provided in Paragraph 7A, then, with regard to a well which is a horizontal well or a horizontally drilled well, Lessee shall be entitled to retain all sands and horizons at all depths from the surface down to a depth which is the stratigraphic equivalent of a depth of one hundred (100) feet below the base of the deepest producing formation in such well which is capable of producing oil or gas in paying quantities, but only in a spacing unit the area or number of acres of which are equal to the area or number of acres determined by adding twenty (20) acres for each five-hundred eighty-five (585) feet horizontally drilled to the original forty (40) acres deemed to be a proration unit for each vertical well. Each such tract around each horizontally drilled well shall be as nearly in the shape of a square or a rectangle as is practical with the boundaries of the tract including the entire horizontal drainhole and the lateral boundaries of such tract being approximately equal distance from such drainhole and parallel thereto.

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

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



OFFSET OBLIGATIONS

In the event a well or wells producing oil or gas should be brought in on land within 330 feet from any boundary of the leased premises, Lessee agrees within ninety (90) days from commencement of production from such well or wells to commence the actual drilling of an offset well or wells on the leased premises; provided that the well or wells which are to be offset are producing in paying quantities and have been perforated and fraced within 330 feet of the leased premises; or Lessee shall release to Lessor free of this Lease the offsetting tract.

9.

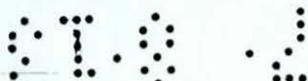
FORCE MAJEURE

A. The term "force majeure" as used herein shall mean and include: requisition, order, regulation, or control by governmental authority or commission; exercise of rights or priority or control by governmental authority for national defense or war purpose resulting in delay in obtaining or inability to obtain either material, equipment or means of transportation normally necessary in prospecting or drilling for oil, gas or other mineral granted herein, or in producing, handling or transporting same from the leased premises; war, scarcity of or delay in obtaining materials or equipment; lack of labor or means of transportation of labor or materials; acts of God; insurrection; flood; strike; or other things beyond the control of Lessee. The term "force majeure" shall not include lack of markets for production or any other events affecting only the economic or financial aspects of drilling, development or production.

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

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

- (1) If the force majeure shall occur during the primary term of this Lease, it shall not operate to extend this Lease more than two (2) consecutive years beyond the expiration of the primary term.



(2) If the force majeure shall occur during a one hundred twenty (120) day drilling or reworking period provided for in Paragraphs 6 and 7 hereof, after the primary term has expired, then it shall not operate to extend the Lease more than two (2) successive years beyond the expiration of such one hundred twenty (120) day periods.

(3) In no event will the primary term be extended beyond the two (2) year term described in B (1) and B (2).

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

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

10.

SHUT-IN GAS WELL PROVISIONS

If at any time after the expiration of the primary term while there is a gas well on the leased premises or land pooled therewith which is capable of producing gas in paying quantities, but the production thereof is shut-in or suspended for any reason, and if this Lease is not then continued in force by some other provision hereof, then this Lease shall nevertheless continue in force as to such well and the pooled unit or proration unit allocated to it for a period of sixty (60) days from the date such well is shut-in or at the end of the primary term, whichever is the later date. Before the expiration of any such sixty (60) day period, Lessee or any Assignee hereunder may pay or tender to the Lessor a shut-in royalty equal to Five Hundred Dollars (\$500.00) per shut-in gas well and if such payment or tender is timely made, this Lease shall continue in force but only as to said well or wells and the proration unit or the pooled unit allocated to it or them and it shall be considered that gas is being produced from said well or wells in paying quantities for one (1) year from the date such well or wells are shut-in, and in like manner one, and only one, subsequent shut-in royalty payment may be made or tendered and it will be considered that gas is being produced from said well or wells in paying quantities for such additional one (1) year period as well.

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



11.

INFORMATION, ACCESS AND REPORTS

A. Lessor shall have free access at all times to all wells, tanks, and other equipment that services wells under the leased premises, including drilling wells, and Lessee agrees to furnish Lessor, or Lessor's nominee, currently and promptly, upon written request, with full well information including cores, cuttings, samples, logs (including Schlumberger and other electrical logs), copies and results of deviation tests and directional and seismic surveys, and the results of all drill stem tests and other tests of other kind or character that may be made of wells on the leased premises. Upon five (5) business days notice to Lessee, Lessor or Lessor's nominee shall be furnished with and have free access at all times to Lessee's books and records relative to the production and sale of oil, gas or other minerals from the leased premises, including reports of every kind and character to governmental authorities, State or Federal. Lessor shall have the right at its election to employ gaugers or install meters to gauge or measure the production of all minerals produced from the leased premises, and Lessee agrees to prepare and deliver to Lessor or Lessor's gauger or nominee duplicate run or gauge tickets for all minerals removed from the premises. Lessee shall furnish to Lessor daily drilling reports on each well drilled.

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

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

12.

PRESERVATION OF ECOLOGY OF LEASED PREMISES

Any overflows or releases affecting the leased premises, including, but not limited to, salt



water, mud, chemical, or oil shall be reported immediately to Lessor. Lessee shall not use any water in, on or under the leased premises without the prior written consent of the Lessor.

13.

REMOVAL OF EQUIPMENT

Lessee shall have the right at any time during or within six (6) months after the expiration of this Lease (but not thereafter) to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing, except as to water wells as provided for in Paragraph 14 (d). This paragraph shall not apply to equipment or casing on or in an oil or gas well capable of producing in paying quantities, but Lessee shall be paid reasonable salvage value for any such casing or equipment. It is contemplated that Lessee may drill across and through lands covered by this agreement where production is not obtained or ceases. Where the casing or pipeline placed or laid through such non-producing lands is necessary to the production of a well or wells located on other lands covered by this Lease, or lands pooled therewith, it is expressly understood and agreed that Lessor will make no demand that such casing, pipelines or other equipment necessary for the production of a well or wells drilled by Lessee be removed as long as such casing, pipelines and other equipment is necessary for the production of a producing well or wells drilled by Lessee.

14.

ASSIGNABILITY BY LESSEE

This lease may be assigned in whole or in part by Lessee and the provisions shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that any such assignment by Lessee shall require the prior written consent of Lessor, with the exception of the following:

- (i) Any assignment of an overriding royalty interest that does not provide, by option or otherwise, for such overriding royalty interest to convert at any time to a working or leasehold estate interest;
- (ii) Any assignment of a working or leasehold interest to wholly owned subsidiaries of Chesapeake Energy Corporation, Aubrey McClendon, Larchmont Resources, L.L.C., or any successors and assigns of such;
- (iii) Any assignment of a working interest to Total E&P, USA, Inc. and/or its successors and assigns (up to accumulative working or leasehold interest of twenty-five percent (25%);
- (iv) Any assignment of a non-operating working or leasehold interest of ten percent (10%) or less, provided that Chesapeake Exploration, L.L.C. remains the Operator of the Lease.

However, the Lessor shall be given written notice of any such assignment. All such approved transfers must be recorded in the county where the leased premises are located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be delivered to the Lessor within sixty (60) days of the execution date. Every transferee shall succeed to all



rights and be subject to all obligations, liability, and penalties owed to the Lessor by the original Lessee or any prior transferee of the Lease, including any liabilities to the Lessor for unpaid royalties. No such transfer shall release the Lessee (or any subsequent transferor) from any obligation hereunder. Any cost incurred by the Lessor including without limitation, attorney fees or the cost of the time of Lessor's city attorneys due to a transfer by Lessee shall be reimbursed to Lessor 30 days after invoice by Lessor.

15.

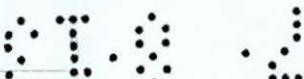
NO WARRANTY

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

16.

INDEMNITY

LESSEE SHALL EXPRESSLY RELEASE AND DISCHARGE, ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, AND EXECUTIONS WHICH IT EVER HAD, OR NOW HAS OR MAY HAVE, OR ASSIGNS MAY HAVE, OR CLAIM TO HAVE, AGAINST THE LESSOR OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, SUCCESSORS, ASSIGNS, SPONSORS, VOLUNTEERS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF PERSONAL INJURIES, KNOWN OR UNKNOWN, AND INJURIES TO PROPERTY, REAL OR PERSONAL, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE LESSEE. THE LESSEE SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF BONUS AND/OR ROYALTIES REGARDING OWNERSHIP OF THE LESSOR'S MINERAL INTEREST OF THE LEASED PREMISES WHICH MAY BE MADE OR ASSERTED BY LESSEE, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT



OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE OWNERSHIP AND TITLE OF THE MINERAL INTEREST OF THE LESSOR UNDER THIS LEASE.

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

THE LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM ANY LIABILITIES OR DAMAGES SUFFERED AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE LESSOR, ITS DEPARTMENTS, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF THE ACTS OR OMISSIONS OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE LESSEE TO INDEMNIFY AND PROTECT LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.



17.

INSURANCE

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

18.

RELEASES REQUIRED

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

19.

NOTICES

A. **Notifications Required.** Lessee shall advise Lessor in writing of the location of all wells to be drilled under the leased premises or on land pooled therewith on or before thirty (30) days prior to commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of all wells drilled under the leased premises or on land pooled therewith within thirty (30) days after completion or abandonment. Such notice shall include furnishing the Lessor a copy of the applicable completion or plugging report filed with any

governmental or regulatory agency and a plat or map showing the location of all wells under this Lease or lands pooled therewith.

Lessee shall also advise Lessor in writing the date of testing, fracing, reworking, recompletion, pluggin back or repairing of all wells drilled under the leases premises or on land pooled therewith within thirty (30) days after such activity occurs. Reports are also to be made monthly, to include name of well, total monthly production and total product sales. On a quarterly basis, Lessee shall provide a report demonstrating its compliance with the Minority/Women Business Enterprise (MWBE) Goal of ___% for leases over 40 acres.

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

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

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

Dale Property Services, L.L.C.
Attention: Ms. Ann Vandenberg
2100 Ross Ave., Suite 1870, LB-9
Dallas, TX 75201

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

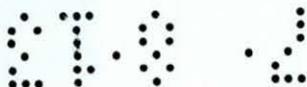
E. Any party hereto shall have the right to change the name or address of the person or persons required to receive notices, and other documents, by so notifying the other party in writing.

20.

BREACH BY LESSEE

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

In the event Lessor considers that operations are not, at any time, being conducted in compliance with this Lease, or any implied covenant of this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of any express or implied covenant or obligation of Lessee hereunder



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

21.

LOCATION OF DRILLING ACTIVITY, PIPELINES AND EQUIPMENT

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

22.

COMPLIANCE WITH LAWS

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

23.

CONFLICT OF INTEREST

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

24.

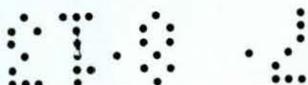
TERMS

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

25.

ENTIRE AGREEMENT

This Lease states the entire contract between the parties, and no representation or promise, verbal



or written, on behalf of either party shall be binding unless contained herein; and this Lease shall be binding upon each party executing the same, regardless of whether or not executed by all owners of the above described land or by all persons above named as "Lessor", and, notwithstanding the inclusion above of other names as "Lessor", this term as used in this Lease shall mean and refer only to such parties as execute this Lease and their successors in interest.

26.

CAPTIONS

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

27.

COUNTERPARTS

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

28.

INTERPRETATION

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

29.

NO THIRD PARTY RIGHTS

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

30.

SEVERABILITY

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

31.

VENUE AND JURISDICTION

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



32.

INDEPENDENT CONTRACTOR

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

33.

GOVERNMENTAL POWERS

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

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

LESSOR:

CITY OF FORT WORTH

By: 
Fernando Costa
Assistant City Manager



ATTEST:


City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: 
Assistant City Attorney

NO M&C REQUIRED

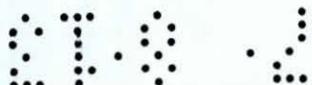
Date: 9/7/10

LESSEE: DALE PROPERTY SERVICES, L.L.C.,

A Texas Limited Liability Company

By: 
By: Ralphy M. Taliaferro
Hs: Vice President

Date: 9/21/10



THE STATE OF TEXAS

§
§
§

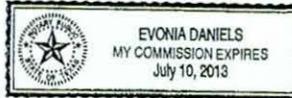
COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of September, 2010.

[SEAL] Evonia Daniels
Notary Public in and for the
State of Texas

My Commission Expires: _____
Print Name of Notary Public Here



THE STATE OF TEXAS

§
§
§

COUNTY OF Tarrant

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of September, 2010.

[SEAL] Maria Muz Padilla
Notary Public in and for the
State of Texas

My Commission Expires: 10/5/2011
Print Name of Notary Public Here

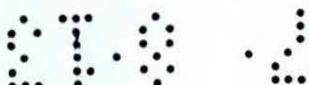
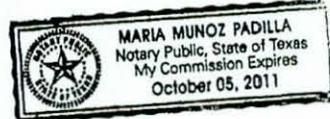


EXHIBIT A

0.867 acres of land, more or less, being the South 180 feet of Lots 16 & 17, Block 2, of the Home Acres Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-A, Page 110, of the Plat Records of Tarrant County, Texas.

(Fire Station #22)



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

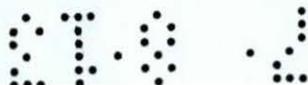
OIL AND GAS LEASE
(No Surface Use; Paid Up Lease)

This Oil and Gas Lease (this "Lease") is made on the 10 day of July, 2010, between Rubie Brown Taylor (hereafter called "Lessor"), whose address is 2003 Chelsea Drive, Fort Worth, Texas 76134, and Vantage Fort Worth Energy LLC (hereafter called "Lessee"), whose address is 116 Inverness Drive East, Suite 107, Englewood, CO 80112.

1. **Grant.** In consideration of a cash bonus in hand paid, Lessor grants and leases exclusively unto Lessee the land described in attached Exhibit A (the "Land") in Tarrant County, Texas (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. For purposes of this Lease, "oil and gas" means oil, gas and other liquid and gaseous hydrocarbons and their constituent elements produced through a well bore. This Lease also covers and includes any interest which Lessor may own in any street, alley, highway, railroad, canal, river, body of water, contiguous or adjacent to the Land, 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. Lessor agrees to execute at Lessee's request any additional or supplemental instruments reasonably necessary for a more complete or accurate description of the leased premises. For the purpose of determining the amount of any bonus or other payment hereunder, said Land shall be deemed to contain 0.652 acres, whether actually containing more or less.

2. **Primary Term.** This Lease is for a term of **three (3) years** from this date (called "Primary Term") and so long thereafter as oil or gas is produced from the Land or land pooled therewith in paying quantities. Lessee is also hereby given the option to be exercised prior to the date on which this Lease or any portion thereof would expire in accordance with its terms and provisions of extending this Lease for a period of **two (2) years** as to all of the Land which would expire unless so extended. The only action required by Lessee to exercise such option is to deliver payment to Lessor, such payment to be post marked by U.S. Mail on or before the expiration of the Primary Term of this Lease to Lessor's last known mailing address and/or such parties entitled under any change of ownership according to Lessee's records, an additional consideration of \$3,530.00 per net mineral acre.

3. **Royalty.** 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, less a proportionate part of ad valorem taxes and production, severance or other excise taxes, 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; and (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. If Lessee drills a well on land covered by this Lease or on land pooled therewith, which well is capable of producing oil or gas but such well is not being produced and this lease is not being maintained otherwise as provided herein, this Lease shall not terminate, whether it be during or after the primary term, (unless released by Lessee) and it shall nevertheless be considered that oil or



gas is being produced from the land covered by this Lease. A well drilled into the Barnett Shale formation with pipe set in such formation shall be deemed to be a well capable of producing oil or gas for purposes of maintaining this Lease under the shut-in provisions hereof. When the Lease is continued in force in this manner, Lessee shall pay or tender as royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing a sum equal to \$5.00 per net mineral acre covered by this Lease during the period which said well is situated on said land, or on land pooled therewith, and this Lease is not otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first payment of such sum shall be made on or before the first day of the calendar month after expiration of ninety (90) days from the date the Lease is not otherwise maintained, and thereafter annually on or before the anniversary date of this Lease. It is understood and agreed that no shut-in royalty payment shall be due during the primary term. Lessee's failure to pay or tender or to properly or timely pay or tender such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this Lease.

4. **Payments.** All shut-in or other royalty payments under this Lease shall be paid or tendered to Lessor at the above address, or at such address or to Lessor's credit at such depository institution as Lessor may provide written notice of from time to time. All payments or tenders may be made in currency or by check. Lessee shall pay royalties from the sale of production from a well on or before one hundred twenty (120) days after the end of the month of the first sale of production from the well. Thereafter, royalties shall be paid on or before sixty days after the calendar month in which production is sold.

5. **Continuous Drilling Operations.** If Lessee drills a well which is incapable of producing in paying quantities (a "dry hole") on the leased premises or land 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 Section 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 land pooled therewith within ninety (90) days after completion of operations on such dry hole or within ninety (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 ninety (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.

6. **Pooling.** 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 Land, 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 eighty (80) acres plus a maximum acreage tolerance of ten (10%) percent, and for a gas well or a horizontal completion shall not exceed six-hundred forty (640) acres plus a maximum acreage tolerance of ten (10%) percent; 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 twenty-four (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 which may be retroactive to first production. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Land shall be treated as if it were production, drilling or reworking operations on the Land, 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. 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. Further, 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 Land 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. **Partial Interest.** 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 leased premises bears to the full mineral estate in such part of the leased premises.

8. **Assignment.** The interest of either the Lessor or Lessee may be assigned, devised or otherwise transferred in whole or in part by area and/or depth or zone, and the rights and obligation of the parties hereinunder 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 obligation of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty days after Lessee has been furnished the original or duly authenticated copies of the documentation 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 at the address 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, either jointly, or separately in proportions to the interests which each owns.

9. **Release.** Lessee may, at any time and from time to time, deliver to Lessor in recordable form or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. 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. In any event, upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of the Lease which have terminated under the terms of this Lease.

10. **Surface Use.** 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. It is agreed and understood that Lessee shall have access to the surface for purposes of conducting vibroseis seismic operations.

11. **Regulatory Requirements and Force Majeure.** Lessee's obligation 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 environmental regulations, setback requirements, 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. No obligation of Lessee to pay money under this Lease will be excused or delayed by reason of such Force Majeure event.

12. **Notices.** 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.

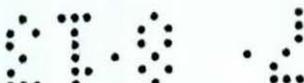
13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its 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.

14. **Division Orders.** If Lessee shall require the execution of a division order for payment of royalty payable under this lease, then such form shall be in compliance with Section 91.402(d), of the Texas Natural Resources Code as amended from time to time. Transfer orders, if required, shall be solely for the purpose of confirming the interest transferred by Lessor. It is agreed that neither the Lease nor any of its terms or provisions shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, Lessor's successor's, agents or assigns. Any amendment, alteration, extension or ratification of this lease, or any term or provision of this Lease, shall be made only by an instrument clearly denominating its purpose and effect, describing the specific terms or provisions affected and the proposed change or modification hereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced. Any purported amendment, alteration, extension or ratification not so drafted shall be of no force or effect.

15. **Jurisdiction and Venue.** Jurisdiction and venue for any legal dispute between Lessor and Lessee related in any way to this Lease shall be in Tarrant County, Texas.

16. **Consent.** Lessor hereby agrees that, in the event Lessee deems it necessary to seek a variance, waiver or other relief from any laws, rules, regulations, or orders (which for purposes of this paragraph shall include any ordinance) or other such authority exercised by (i.) the City of Fort Worth, including but not limited to the well setback distance for gas drilling and production, or (ii.) by any other governmental entity or authority having jurisdiction, then Lessor shall engage in reasonable acts and execute and deliver such instruments and documents Lessee deems necessary or convenient in seeking such relief. In the event Lessee is required by such authority to acquire Lessor's consent as a prerequisite to obtain such variance, waiver or other relief, Lessor grants to Lessee and agrees that Lessee's leasehold estate acquired hereunder includes the right to utilize this lease as Lessor's consent and ratification of any subsequent variance, waiver or other relief Lessee seeks, without the necessity of Lessee obtaining any additional or subsequent consents from Lessor. Lessor furthermore agrees not to execute documents or instruments or engage in acts that would diminish or adversely affect the relief Lessee is seeking.

17. **Memorandum of Oil and Gas Lease.** Contemporaneously with the execution of this Lease, Lessor and Lessee have executed a Memorandum of Oil and Gas Lease, and Lessor and Lessee agree that such Memorandum of Oil and Gas Lease, which makes reference to this Lease, will be recorded in the appropriate records of the counties in which said Land is located in lieu of the recording of this Lease in its entirety.



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

Lessor: Rubie Brown Taylor

By: Rubie Brown Taylor

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Rubie Brown Taylor and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 10 day of July, 2010.

Seal:



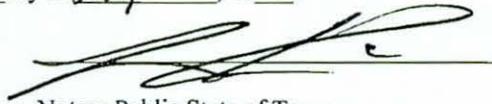

Notary Public State of Texas

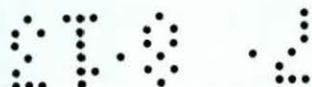
EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE BY AND BETWEEN Rubie Brown Taylor, AS LESSOR AND Vantage Fort Worth Energy LLC, AS LESSEE.

LEGAL DESCRIPTION:

0.652 Acres, more or less, particularly described as follows:

Lot 4R, Block 3, Edgewood Park Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Vol. 388-24, Page 101, Deed Records, Tarrant County, Texas.



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

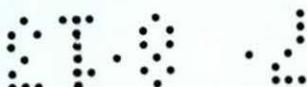
OIL AND GAS LEASE
(No Surface Use; Paid Up Lease)

This Oil and Gas Lease (this "Lease") is made on the 5 day of August, 2010, between Nikkina Ann Hughes, a single woman, (hereafter called "Lessor"), whose address is 2325 Welch Place, Mansfield, Texas 76063, and Vantage Fort Worth Energy LLC (hereafter called "Lessee"), whose address is 116 Inverness Drive East, Suite 107, Englewood, CO 80112.

1. **Grant.** In consideration of a cash bonus in hand paid, Lessor grants and leases exclusively unto Lessee the land described in attached Exhibit A (the "Land") in Tarrant County, Texas (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. For purposes of this Lease, "oil and gas" means oil, gas and other liquid and gaseous hydrocarbons and their constituent elements produced through a well bore. This Lease also covers and includes any interest which Lessor may own in any street, alley, highway, railroad, canal, river, body of water, contiguous or adjacent to the Land, 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. Lessor agrees to execute at Lessee's request any additional or supplemental instruments reasonably necessary for a more complete or accurate description of the leased premises. For the purpose of determining the amount of any bonus or other payment hereunder, said Land shall be deemed to contain 0.333 acres, whether actually containing more or less.

2. **Primary Term.** This Lease is for a term of **three (3) years** from this date (called "Primary Term") and so long thereafter as oil or gas is produced from the Land or land pooled therewith in paying quantities. Lessee is also hereby given the option to be exercised prior to the date on which this Lease or any portion thereof would expire in accordance with its terms and provisions of extending this Lease for a period of **two (2) years** as to all of the Land which would expire unless so extended. The only action required by Lessee to exercise such option is to deliver payment to Lessor, such payment to be post marked by U.S. Mail on or before the expiration of the Primary Term of this Lease to Lessor's last known mailing address and/or such parties entitled under any change of ownership according to Lessee's records, an additional consideration of \$3,530.00 per net mineral acre.

3. **Royalty.** 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, less a proportionate part of ad valorem taxes and production, severance or other excise taxes, 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; and (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. If Lessee drills a well on land covered by this Lease or on land pooled therewith, which well is capable of producing oil or gas but such well is not being produced and this lease is not being maintained otherwise as provided herein, this Lease shall not terminate, whether it be during or after the primary term, (unless released by Lessee) and it shall nevertheless be considered that oil or

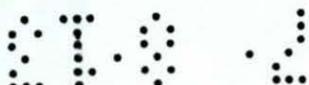


gas is being produced from the land covered by this Lease. A well drilled into the Barnett Shale formation with pipe set in such formation shall be deemed to be a well capable of producing oil or gas for purposes of maintaining this Lease under the shut-in provisions hereof. When the Lease is continued in force in this manner, Lessee shall pay or tender as royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing a sum equal to \$5.00 per net mineral acre covered by this Lease during the period which said well is situated on said land, or on land pooled therewith, and this Lease is not otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first payment of such sum shall be made on or before the first day of the calendar month after expiration of ninety (90) days from the date the Lease is not otherwise maintained, and thereafter annually on or before the anniversary date of this Lease. It is understood and agreed that no shut-in royalty payment shall be due during the primary term. Lessee's failure to pay or tender or to properly or timely pay or tender such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this Lease.

4. **Payments.** All shut-in or other royalty payments under this Lease shall be paid or tendered to Lessor at the above address, or at such address or to Lessor's credit at such depository institution as Lessor may provide written notice of from time to time. All payments or tenders may be made in currency or by check. Lessee shall pay royalties from the sale of production from a well on or before one hundred twenty (120) days after the end of the month of the first sale of production from the well. Thereafter, royalties shall be paid on or before sixty days after the calendar month in which production is sold.

5. **Continuous Drilling Operations.** If Lessee drills a well which is incapable of producing in paying quantities (a "dry hole") on the leased premises or land 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 Section 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 land pooled therewith within ninety (90) days after completion of operations on such dry hole or within ninety (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 ninety (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.

6. **Pooling.** 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 Land, 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 eighty (80) acres plus a maximum acreage tolerance of ten (10%) percent, and for a gas well or a horizontal completion shall not exceed six-hundred forty (640) acres plus a maximum acreage tolerance of ten (10%) percent; 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 twenty-four (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 which may be retroactive to first production. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Land shall be treated as if it were production, drilling or reworking operations on the Land, 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. 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. Further, 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 Land 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. **Partial Interest.** 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 leased premises bears to the full mineral estate in such part of the leased premises.

8. **Assignment.** The interest of either the Lessor or Lessee may be assigned, devised or otherwise transferred in whole or in part by area and/or depth or zone, and the rights and obligation of the parties hereinunder 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 obligation of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty days after Lessee has been furnished the original or duly authenticated copies of the documentation 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 at the address 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, either jointly, or separately in proportions to the interests which each owns.

9. **Release.** Lessee may, at any time and from time to time, deliver to Lessor in recordable form or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. 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. In any event, upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of the Lease which have terminated under the terms of this Lease.

10. **Surface Use.** 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. It is agreed and understood that Lessee shall have access to the surface for purposes of conducting vibroseis seismic operations.

11. **Regulatory Requirements and Force Majeure.** Lessee's obligation 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 environmental regulations, setback requirements, 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. No obligation of Lessee to pay money under this Lease will be excused or delayed by reason of such Force Majeure event.

12. **Notices.** 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.

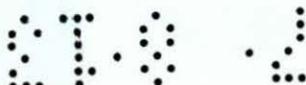
13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its 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.

14. **Division Orders.** If Lessee shall require the execution of a division order for payment of royalty payable under this lease, then such form shall be in compliance with Section 91.402(d), of the Texas Natural Resources Code as amended from time to time. Transfer orders, if required, shall be solely for the purpose of confirming the interest transferred by Lessor. It is agreed that neither the Lease nor any of its terms or provisions shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, Lessor's successor's, agents or assigns. Any amendment, alteration, extension or ratification of this lease, or any term or provision of this Lease, shall be made only by an instrument clearly denominating its purpose and effect, describing the specific terms or provisions affected and the proposed change or modification hereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced. Any purported amendment, alteration, extension or ratification not so drafted shall be of no force or effect.

15. **Jurisdiction and Venue.** Jurisdiction and venue for any legal dispute between Lessor and Lessee related in any way to this Lease shall be in Tarrant County, Texas.

16. **Consent.** Lessor hereby agrees that, in the event Lessee deems it necessary to seek a variance, waiver or other relief from any laws, rules, regulations, or orders (which for purposes of this paragraph shall include any ordinance) or other such authority exercised by (i.) the City of Fort Worth, including but not limited to the well setback distance for gas drilling and production, or (ii.) by any other governmental entity or authority having jurisdiction, then Lessor shall engage in reasonable acts and execute and deliver such instruments and documents Lessee deems necessary or convenient in seeking such relief. In the event Lessee is required by such authority to acquire Lessor's consent as a prerequisite to obtain such variance, waiver or other relief, Lessor grants to Lessee and agrees that Lessee's leasehold estate acquired hereunder includes the right to utilize this lease as Lessor's consent and ratification of any subsequent variance, waiver or other relief Lessee seeks, without the necessity of Lessee obtaining any additional or subsequent consents from Lessor. Lessor furthermore agrees not to execute documents or instruments or engage in acts that would diminish or adversely affect the relief Lessee is seeking.

17. **Memorandum of Oil and Gas Lease.** Contemporaneously with the execution of this Lease, Lessor and Lessee have executed a Memorandum of Oil and Gas Lease, and Lessor and Lessee agree that such Memorandum of Oil and Gas Lease, which makes reference to this Lease, will be recorded in the appropriate records of the counties in which said Land is located in lieu of the recording of this Lease in its entirety.



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

Lessor: ^{Ann}
Nikkina Hughes

By: Nikkina Ann Hughes

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Nikkina Ann Hughes, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 5 day of August, 2010.

Seal:



[Signature]

Notary Public State of Texas

EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE BY AND BETWEEN Nikkina Ann Hughes, a single woman, AS LESSOR AND Vantage Fort Worth Energy LLC, AS LESSEE.

LEGAL DESCRIPTION:

0.333 Acres, more or less, particularly described as follows:

Lot 1, Block 3, Edgewood Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 388-22, Page 65, Plat Records, Tarrant County, Texas.

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

OIL AND GAS LEASE
(No Surface Use; Paid Up Lease)

This Oil and Gas Lease (this "Lease") is made on the 21 day of August, 2010, between Laron Hughes, (hereafter called "Lessor"), whose address is 21122 Concordia Park Lane, Richmond, Texas 77469, and Vantage Fort Worth Energy LLC (hereafter called "Lessee"), whose address is 116 Inverness Drive East, Suite 107, Englewood, CO 80112.

1. **Grant.** In consideration of a cash bonus in hand paid, Lessor grants and leases exclusively unto Lessee the land described in attached Exhibit A (the "Land") in Tarrant County, Texas (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. For purposes of this Lease, "oil and gas" means oil, gas and other liquid and gaseous hydrocarbons and their constituent elements produced through a well bore. This Lease also covers and includes any interest which Lessor may own in any street, alley, highway, railroad, canal, river, body of water, contiguous or adjacent to the Land, 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. Lessor agrees to execute at Lessee's request any additional or supplemental instruments reasonably necessary for a more complete or accurate description of the leased premises. For the purpose of determining the amount of any bonus or other payment hereunder, said Land shall be deemed to contain 0.333 acres, whether actually containing more or less.

2. **Primary Term.** This Lease is for a term of **three (3) years** from this date (called "Primary Term") and so long thereafter as oil or gas is produced from the Land or land pooled therewith in paying quantities. Lessee is also hereby given the option to be exercised prior to the date on which this Lease or any portion thereof would expire in accordance with its terms and provisions of extending this Lease for a period of **two (2) years** as to all of the Land which would expire unless so extended. The only action required by Lessee to exercise such option is to deliver payment to Lessor, such payment to be post marked by U.S. Mail on or before the expiration of the Primary Term of this Lease to Lessor's last known mailing address and/or such parties entitled under any change of ownership according to Lessee's records, an additional consideration of \$3,530.00 per net mineral acre.

3. **Royalty.** 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, less a proportionate part of ad valorem taxes and production, severance or other excise taxes, 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; and (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. If Lessee drills a well on land covered by this Lease or on land pooled therewith, which well is capable of producing oil or gas but such well is not being produced and this lease is not being maintained otherwise as provided herein, this Lease shall not terminate, whether it be during or after the primary term, (unless released by Lessee) and it shall nevertheless be considered that oil or

gas is being produced from the land covered by this Lease. A well drilled into the Barnett Shale formation with pipe set in such formation shall be deemed to be a well capable of producing oil or gas for purposes of maintaining this Lease under the shut-in provisions hereof. When the Lease is continued in force in this manner, Lessee shall pay or tender as royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing a sum equal to \$5.00 per net mineral acre covered by this Lease during the period which said well is situated on said land, or on land pooled therewith, and this Lease is not otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first payment of such sum shall be made on or before the first day of the calendar month after expiration of ninety (90) days from the date the Lease is not otherwise maintained, and thereafter annually on or before the anniversary date of this Lease. It is understood and agreed that no shut-in royalty payment shall be due during the primary term. Lessee's failure to pay or tender or to properly or timely pay or tender such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this Lease.

4. **Payments.** All shut-in or other royalty payments under this Lease shall be paid or tendered to Lessor at the above address, or at such address or to Lessor's credit at such depository institution as Lessor may provide written notice of from time to time. All payments or tenders may be made in currency or by check. Lessee shall pay royalties from the sale of production from a well on or before one hundred twenty (120) days after the end of the month of the first sale of production from the well. Thereafter, royalties shall be paid on or before sixty days after the calendar month in which production is sold.

5. **Continuous Drilling Operations.** If Lessee drills a well which is incapable of producing in paying quantities (a "dry hole") on the leased premises or land 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 Section 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 land pooled therewith within ninety (90) days after completion of operations on such dry hole or within ninety (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 ninety (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.

6. **Pooling.** 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 Land, 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 eighty (80) acres plus a maximum acreage tolerance of ten (10%) percent, and for a gas well or a horizontal completion shall not exceed six-hundred forty (640) acres plus a maximum acreage tolerance of ten (10%) percent; 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 twenty-four (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 which may be retroactive to first production. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Land shall be treated as if it were production, drilling or reworking operations on the Land, 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. 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. Further, 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 Land 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. **Partial Interest.** 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 leased premises bears to the full mineral estate in such part of the leased premises.

8. **Assignment.** The interest of either the Lessor or Lessee may be assigned, devised or otherwise transferred in whole or in part by area and/or depth or zone, and the rights and obligation of the parties hereinunder 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 obligation of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty days after Lessee has been furnished the original or duly authenticated copies of the documentation 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 at the address 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, either jointly, or separately in proportions to the interests which each owns.

9. **Release.** Lessee may, at any time and from time to time, deliver to Lessor in recordable form or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. 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. In any event, upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of the Lease which have terminated under the terms of this Lease.

10. **Surface Use.** 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. It is agreed and understood that Lessee shall have access to the surface for purposes of conducting vibroseis seismic operations.

11. **Regulatory Requirements and Force Majeure.** Lessee's obligation 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 environmental regulations, setback requirements, 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. No obligation of Lessee to pay money under this Lease will be excused or delayed by reason of such Force Majeure event.

12. **Notices.** 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.

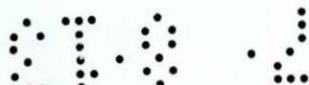
13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its 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.

14. **Division Orders.** If Lessee shall require the execution of a division order for payment of royalty payable under this lease, then such form shall be in compliance with Section 91.402(d), of the Texas Natural Resources Code as amended from time to time. Transfer orders, if required, shall be solely for the purpose of confirming the interest transferred by Lessor. It is agreed that neither the Lease nor any of its terms or provisions shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, Lessor's successor's, agents or assigns. Any amendment, alteration, extension or ratification of this lease, or any term or provision of this Lease, shall be made only by an instrument clearly denominating its purpose and effect, describing the specific terms or provisions affected and the proposed change or modification hereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced. Any purported amendment, alteration, extension or ratification not so drafted shall be of no force or effect.

15. **Jurisdiction and Venue.** Jurisdiction and venue for any legal dispute between Lessor and Lessee related in any way to this Lease shall be in Tarrant County, Texas.

16. **Consent.** Lessor hereby agrees that, in the event Lessee deems it necessary to seek a variance, waiver or other relief from any laws, rules, regulations, or orders (which for purposes of this paragraph shall include any ordinance) or other such authority exercised by (i.) the City of Fort Worth, including but not limited to the well setback distance for gas drilling and production, or (ii.) by any other governmental entity or authority having jurisdiction, then Lessor shall engage in reasonable acts and execute and deliver such instruments and documents Lessee deems necessary or convenient in seeking such relief. In the event Lessee is required by such authority to acquire Lessor's consent as a prerequisite to obtain such variance, waiver or other relief, Lessor grants to Lessee and agrees that Lessee's leasehold estate acquired hereunder includes the right to utilize this lease as Lessor's consent and ratification of any subsequent variance, waiver or other relief Lessee seeks, without the necessity of Lessee obtaining any additional or subsequent consents from Lessor. Lessor furthermore agrees not to execute documents or instruments or engage in acts that would diminish or adversely affect the relief Lessee is seeking.

17. **Memorandum of Oil and Gas Lease.** Contemporaneously with the execution of this Lease, Lessor and Lessee have executed a Memorandum of Oil and Gas Lease, and Lessor and Lessee agree that such Memorandum of Oil and Gas Lease, which makes reference to this Lease, will be recorded in the appropriate records of the counties in which said Land is located in lieu of the recording of this Lease in its entirety.



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

Lessor: Laron Hughes

By: Laron Hughes

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Ft. Bend §

Before me, the undersigned authority, on this day personally appeared Laron Hughes, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 21st day of August, 2010
Pattie K. George

Seal:

Notary Public State of Texas

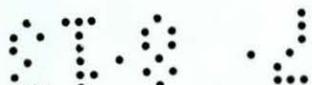


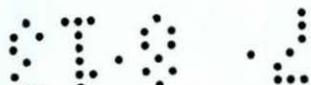
EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE BY AND BETWEEN Laron Hughes, AS LESSOR AND Vantage Fort Worth Energy LLC, AS LESSEE.

LEGAL DESCRIPTION:

0.333 Acres, more or less, particularly described as follows:

Lot 1, Block 3, Edgewood Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 388-22, Page 65, Plat Records, Tarrant County, Texas.



Electronically Recorded

Official Public Records

Tarrant County Texas

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Fee: \$ 24.00

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Submitter: SIMPLIFILE

3 Pages

Suzanne Henderson

Suzanne Henderson

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

Texas Form 88
Revised 8/05

OIL AND GAS LEASE
(PAID UP)

AGREEMENT, Made and entered into this 7th day of December, 2007 by and between Golden Gate Church of God in Christ (Johnny L. Castleberry and Cedric G. Harrell, current Trustees), whose address is 4801 Wilbarger Street, Fort Worth, Texas 76119. Party of the first part, hereinafter called Lessor (whether one or more), and Paloma Barnett, LLC, whose address is 1021 Main Street, Suite 2600, Houston, Texas 77002. Party of the second part, hereinafter called Lessee.

1. WITNESSETH. That the said Lessor, for and in consideration of ONE OR MORE DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed has granted, demised, leased and let and by these presents does grant, demise lease and let unto the said Lessee, for the purpose of investigating, exploring by geophysical or other means, prospecting, drilling, and operating for and producing oil and gas of whatsoever nature or kind, including all associated hydrocarbons produced in a liquid or gaseous form, also including sulphur produced in association with oil or gas, hereinafter sometimes collectively referred to as "oil and gas" injecting gas, waters, ether fluids, air and other gaseous substances into subsurface strata, laying pipelines, storing oil, building tanks, power stations, telephone lines and other structures and things hereon to produce, save, take care of, treat, process, store and transport said oil and gas and other products manufactured therefrom, the following described land together with any reversionary rights, riparian rights and after-acquired interest, therein situated; in the County of Tarrant State of Texas,

0.7415 acres, more or less out of the G.J. Assabanner Survey, Abstract No. 7, in Tarrant County, Texas and also being known as Lot 11, 12, and 13, in Block 2, of Home Acres Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 110, Deed Records of Tarrant County, Texas, LESS AND EXCEPT a strip off south ends of all three lots conveyed by Golden Gate Baptist Church to City of Fort Worth, a municipal corporation, by deed dated October 19, 1961, recorded in Volume 3620, Page 92, Deed Records, Tarrant County, Texas, and being those same lands more particularly described in a Warranty Deed (Long Form) dated April 18, 1983 and recorded in Volume 009793, Page 0536, of the Deed Records, Tarrant County, Texas, and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian rights.

This is a non-development Oil & Gas Lease, whereby Lessee, its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or utilize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit. This clause shall take precedence over any reference of the surface operations contained within the preprinted portion of this lease.

and containing 0.7415 acres, more or less

It is agreed that this lease shall remain in force for a term of 5 years from date (herein called primary term) and as long thereafter as oil and gas, or either of them, is produced or capable of being produced from said land by the Lessee. In consideration of the premises the said Lessee covenants and agrees

1st. To deliver to the credit of Lessor, in the pipeline to which it may connect its wells, 25% part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises. Lessor's interest to bear its proportionate cost of treating oil to render it marketable pipeline oil.

2nd. To pay Lessor for gas (including casinghead gas) and all other substances covered hereby, a royalty of 25% of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, transporting, or otherwise making such gas or other substances merchantable, said payments to be made monthly. If gas from any well or wells on the premises capable of producing gas in commercial quantities is not sold or used off the premises or in the manufacture of gas for a period of one (1) year or more, during which time there is no other production from the leased premises, then Lessee shall pay or tender as royalty for such annual period a sum of one dollar (\$1.00) per net acre within ninety (90) days after the end of such annual period.

If, at the expiration of the primary term, Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than 90 days, and if production is discovered, this lease shall continue as long thereafter as oil or gas, are produced. In addition, if at any time or times after the primary term there is a total cessation of all production, for any cause (subject to the force majeure provisions), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations, or production, within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is started thereon which is necessary for such operations.

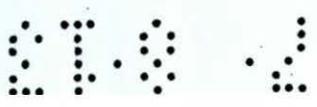
Lessee is hereby granted the right at any time and from time to time to utilize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. In the absence of governmentally prescribed spacing, Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production was from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of this acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

If said Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, whether stated hereinabove as whole or partial interest, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole undivided fee. In addition, the Lessee shall have a right to issue a replacement draft for any draft that was tendered for bonus, royalty or other payment, which payment was based on Lessor's ownership interest in the above described lands. In the event it is determined by Lessee that Lessor owns a lesser interest in such land than the amount on which such royalty, bonus or other payment was based and in the event a draft has already been paid prior to the discovery of Lessor's lesser interest, then Lessee shall have a right to be reimbursed for such overpayment upon making written request, and shall also have rights of setoff against other or future royalty or other payments in order to recover such overpayment, it being understood and agreed by the parties that Lessor's payments of bonus, royalty or other payments that are based on Lessor's net mineral acre ownership shall be adjusted to reflect Lessor's true net mineral acre ownership.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. When requested by the Lessor, lessee shall bury his pipelines below plow depth. No well shall be drilled

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

Texas Form 88
Revised 8/05

**OIL AND GAS LEASE
(PAID UP)**

AGREEMENT, Made and entered into this 7th day of December, 2007 by and between Golden Gate Church of God in Christ (Johnny L. Castleberry and Cedric G. Harrell, current Trustees), whose address is 4801 Wilbarger Street, Fort Worth, Texas 76119. Party of the first part, hereinafter called Lessor (whether one or more), and Paloma Barnett, LLC, whose address is 1021 Main Street, Suite 2600, Houston, Texas 77002, Party of the second part, hereinafter called Lessee.

1. WITNESSETH. That the said Lessor, for and in consideration of ONE OR MORE DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the purpose of investigating, exploring, by geophysical or other means, prospecting, drilling, and operating for and producing oil and all gas of whatsoever nature or kind, including all associated hydrocarbons produced in a liquid or gaseous form, also including sulphur produced in association with oil or gas, hereinafter sometimes collectively referred to as "oil and gas", injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipelines, storing oil, building tanks, power stations, telephone lines and other structures and things hereon to produce, save, take care of, treat, process, store and transport said oil and gas and other products manufactured therefrom, the following described land, together with any reversionary rights, riparian rights and after-acquired interest, therein situated; in the County of Tarrant, State of Texas,

0.7415 acres, more or less out of the G.J. Assabanner Survey, Abstract No. 7, in Tarrant County, Texas and also being known as Lot 11, 12, and 13, in Block 2, of Home Acres Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 110, Deed Records of Tarrant County, Texas, LESS AND EXCEPT a strip off south ends of all three lots conveyed by Golden Gate Baptist Church to City of Fort Worth, a municipal corporation, by deed dated October 19, 1961, recorded in Volume 3620, Page 92, Deed Records, Tarrant County, Texas, and being those same lands more particularly described in a Warranty Deed (Long Form) dated April 18, 1989 and recorded in Volume 009793, Page 0536, of the Deed Records, Tarrant County, Texas, and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian rights.

This is a non-development Oil & Gas Lease, whereby Lessee, its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or unitize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit. This clause shall take precedence over any reference of the surface operations contained within the preprinted portion of this lease.

and containing 0.7415 acres, more or less

It is agreed that this lease shall remain in force for a term of 5 years from date (herein called primary term) and as long thereafter as oil and gas, or either of them, is produced or capable of being produced from said land by the Lessee. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, in the pipeline to which it may connect its wells, 25% part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises. Lessor's interest to bear its proportionate cost of treating oil to render it marketable pipeline oil.

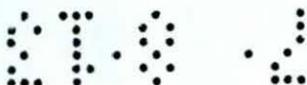
2nd. To pay Lessor for gas (including casinghead gas) and all other substances covered hereby, a royalty of 25% of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of the production, severance and other excise taxes and the cost incurred by lessee in delivering, processing, compressing, transporting, or otherwise making such gas or other substances merchantable, said payments to be made monthly. If gas from any well or wells on the premises capable of producing gas in commercial quantities is not sold or used off the premises or in the manufacture of gas for a period of one (1) year or more, during which time there is no other production from the leased premises, then Lessee shall pay or tender as royalty for such annual period a sum of one dollar (\$1.00) per net acre within ninety (90) days after the end of such annual period.

If, at the expiration of the primary term, Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than 90 days, and if production is discovered, this lease shall continue as long thereafter as oil or gas, are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (subject to the force majeure provisions), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations, or production, within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is started thereon which is necessary for such operations.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. In the absence of governmentally prescribed spacing, Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production was from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of this acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

If said Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, whether stated hereinabove as whole or partial interest, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole undivided fee. In addition, the Lessee shall have a right to issue a replacement draft for any draft that was tendered for bonus, royalty or other payment, which payment was based on Lessor's ownership interest in the above described lands. In the event it is determined by Lessee that Lessor owns a lesser interest in such land than the amount on which such royalty, bonus or other payment was based and in the event a draft has already been paid prior to the discovery of Lessor's lesser interest, then Lessee shall have a right to be reimbursed for such overpayment upon making written request, and shall also have rights of setoff against other or future royalty or other payments in order to recover such overpayment, it being understood and agreed by the parties that Lessor's payments of bonus, royalty or other payments that are based on Lessor's net mineral acre ownership shall be adjusted to reflect Lessor's true net mineral acre ownership.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. When requested by the Lessor, lessee shall bury his pipelines below plow depth. No well shall be drilled



nearer than 200 feet, or the minimum distance required by the municipality, to the house or barn now on said premises, without the written consent of the Lessor. Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Any structures and facilities placed on the lease premises by Lessee for operations hereunder and any well or wells on the leased premises drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion arising subsequent to the date of assignment.

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 herein, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessor's above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, whether or not named above.

Lessee may at any time and from time to time, surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

This is a paid-up lease. In consideration of the cash payment acknowledged above, Lessor agrees that Lessee is not obligated to commence or continue any operations during the primary term.

In addition to the other rights granted herein, Lessor hereby grants to Lessee a continuing, perpetual pipeline right-of-way, under the terms and conditions hereinafter set forth. Lessor grants to Lessee the right, privilege and easement to construct, reconstruct, operate, maintain, inspect, test repair, replace, remove, alter and abandon an initial pipeline, and any additional pipeline, for the transportation of any or all of gas, gas constituents, oil or oil constituents, together with the right of ingress and egress over the land leased hereunder and the right to use such surface or subsurface areas as may be reasonably needed for the exercise of the rights, privileges and easements herein granted. The term "pipeline" as used in this paragraph includes such surface or subsurface pipeline appurtenances and facilities (including, without limitation, any metering equipment and dehydration facilities and connections to any wells located on said land). This pipeline right-of-way is not limited to pipeline for the use of production from the lands leased under this Lease, and such pipeline right-of-way is without regard to whether such gas, gas constituents, oil or oil constituents are produced from the land leased hereunder or from any other lands, and further without regard to whether such lands are pooled or unitized with the land leased hereunder or not. If the Lessee desires to exercise the rights, privileges or easements granted by this paragraph by commencing construction of an initial pipeline, then upon completion Lessee shall pay to Lessor a sum equal to One Dollar per lineal foot for each lineal foot of pipeline installed, and upon completion shall pay a sum equal to Fifty Dollars for any meter installation, dehydration station, or well connection installed, and the Lessee shall have the continuing rights, privileges and easements granted in this paragraph with respect to any additional pipeline that Lessee desires to install thereafter. If the Lessee fails to commence construction of any initial pipeline during the term of this lease, (as such term may be extended by option, agreement, production, gas storage, or in any other manner), then after receipt of written request from the Lessor, the Lessee agrees to provide to Lessor a written document canceling this pipeline right of way. If any initial pipeline construction is commenced during the term of this lease, then all of the rights, privileges and easements granted in this paragraph to the Lessee shall continue, after expiration of this lease, until such time as the Lessee shall release such rights, privileges and easements by an instrument in writing, duly recorded. Notwithstanding anything in the foregoing to the contrary, however, if pipeline is constructed pursuant to Paragraph one (1) of this lease, for the purpose of transporting gas, gas constituents, oil or oil constituents produced from the lands leased under this lease, or from lands pooled with the lands leased under this lease (collectively, the "leasehold production pipeline"), then the Lessee shall not be required to pay any sums to Lessor in respect of such leasehold production pipeline and Lessee's rights with regard to such leasehold production pipeline shall be as set forth in Paragraph one (1) of this lease.

This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of (5) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$6,000.00 per net mineral acre for the land then covered by the extended lease. Said bonus is to Lessor at Lessor's address above or last known address. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessor hereby grants any such extensions of this lease without necessity of an amendment to said lease.

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

In the event that Lessor, during the primary term or extension 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 the 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.

In the event Lessor considers that the Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing, specifying in what respect Lessor claims Lessee has breached this lease. The service of such notice and elapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause. If, within sixty (60) days after the receipt of such notice Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed to be in default hereunder.

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

Notwithstanding anything to the contrary contained in this lease, should a shut-in royalty payment not be properly made in a timely manner as provided for in this lease, Lessor may, at Lessor's option, elect to terminate the applicable portion of this lease by sending written notice to Lessee by certified mail, provided that, Lessee shall then have thirty (30) days from the date of receipt of such

OIL AND GAS LEASE

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

DO NOT RECORD

THIS AGREEMENT ("Lease") is made and entered into as of the date herein specified by and between CITY OF FORT WORTH, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, and Wise Counties, Texas, (hereinafter referred to as "Lessor"), and, CHESAPEAKE EXPLORATION, LLC, an Oklahoma limited liability company (hereinafter referred to as "Lessee").

WITNESSETH:

1.

GRANTING CLAUSE

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

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

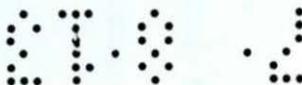
For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 30.02 acres, whether actually containing more or less.

2.

PRIMARY TERM

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

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3.

DELAY RENTALS

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

4.

ROYALTIES

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

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



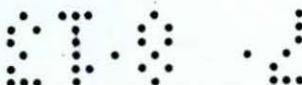
pipelines on the same basis as Lessee's share of liquids is stored or delivered. Lessor shall reimburse Lessee for all reasonable costs incurred by Lessee in installing, operating or maintaining additional facilities necessary for Lessor's royalty gas and processed liquids to be separately metered, accounted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

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

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

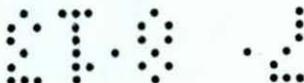
D. For purposes of this Paragraph 4, the term "market value" shall mean for gas and products therefrom (i) the gross price at which gas or products therefrom are sold pursuant to a Gas Contract, as defined below, that is ratified by Lessor according to Paragraph G below or (ii) if not sold pursuant to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

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



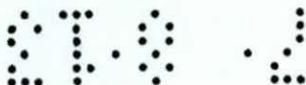
F. All royalties hereinabove provided shall be payable in cash (unless Lessor elects to take such royalty oil or gas in kind) to Lessor within ninety (90) days following the end of the month in which the first commercial sale of production occurred and thereafter no more than sixty (60) days after the end of the month following the month during which production takes place. Subject to the provisions of Paragraph 10 of this Lease concerning shut-in wells, royalties shall be paid to Lessor by Lessee and/or its assigns or by the product purchaser for oil and/or gas. Upon the failure of any party to pay Lessor the royalty as provided in this paragraph, Lessor may, at Lessor's option, elect to terminate this Lease by sending written notice to Lessee. Lessee shall then have thirty (30) days from the date of service of such written notice in which to avoid termination of this Lease by making or causing to be made the proper royalty payment or payments that should have been paid. If such royalty payment is not made on or before the expiration of the 30-day period, or written approval is not obtained from Lessor to defer such payment, Lessor may elect to terminate this Lease by filing a Notice of Termination with the County Clerk in the county where the leased premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk.

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



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

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



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

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

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

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

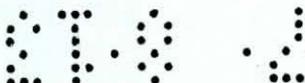
L. Oil, gas or products may not be sold to a subsidiary or affiliate of Lessee as defined herein without the Lessor's prior written permission.

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

5.

POOLING

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



may be produced from said premises. Should Lessee desire to exercise its pooling right as to any part of the land, Lessee shall first provide written notice to Lessor at The City of Fort Worth, Attention: Planning and Development Department, 1000 Throckmorton Street, Fort Worth, Texas 76102. Lessee shall provide three (3) copies of the notice to the Lessor which shall include a plat of the proposed pooled tract intended to be pooled. Furthermore, Lessee shall describe the amount of the leased premises intended to be included within the pooled unit and the total amount of the proposed pooled unit. Lessor shall have forty-five (45) days following its receipt of the pooling notice to approve or reject the proposed pooled tract by notice to Lessee. If Lessor does not provide notice of approval or rejection within such forty-five (45) day period, the proposed pooled tract shall be deemed approved by Lessor on the forty-sixth day following its receipt of the pooling notice. In the absence of field rules, units pooled for oil and gas hereunder shall not exceed the acreage provided for retained acreage tracts in Section 7. Lessee, under the provisions hereof, may pool or combine acreage covered by this Lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing the pooled acreage as a pooled unit. In this regard, Lessee shall provide Lessor with a copy of any and all documents filed with any regulatory authority or recorded in the records of any county within thirty (30) days of filing such documents. Upon the recordation of the unit in the county records and the timely furnishing of the copies required herein to Lessor the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this Lease, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this Lease whether or not the well or wells be located on the premises covered by this Lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of this Lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled



on production of oil and gas, or either of them, there shall be allocated to the land covered by this Lease and included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be on oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from this Lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from this Lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this Lease. If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Notwithstanding anything to the contrary therein above, all of the leased premises contained in this lease shall be included in a unit unless Lessee is able to demonstrate that for prudent development purposes only a portion of the lease should be included in a unit. In such cases, at least 50% of the leased premises must be included in the unit.

6.

CONTINUOUS DRILLING

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



actual spud date of a well. Continuous Drilling Operations shall be deemed to have ceased upon the failure of Lessee to commence drilling operations on an additional well within such one hundred twenty (120) day period. When the Continuous Drilling Operations cease, the provisions of Paragraph 7 will be applicable.

7.

RETAINED ACREAGE

A. Vertical Wells

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

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

B. Horizontal Wells



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

In the event of any partial termination of the Lease as provided in Paragraph 7A, then, with regard to a well which is a horizontal well or a horizontally drilled well, Lessee shall be entitled to retain all sands and horizons at all depths from the surface down to a depth which is the stratigraphic equivalent of a depth of one hundred (100) feet below the base of the deepest producing formation in such well which is capable of producing oil or gas in paying quantities, but only in a spacing unit the area or number of acres of which are equal to the area or number of acres determined by adding twenty (20) acres for each five-hundred eighty-five (585) feet horizontally drilled to the original forty (40) acres deemed to be a proration unit for each vertical well. Each such tract around each horizontally drilled well shall be as nearly in the shape of a square or a rectangle as is practical with the boundaries of the tract including the entire horizontal drainhole and the lateral boundaries of such tract being approximately equal distance from such drainhole and parallel thereto.

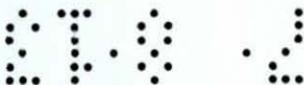
If production should thereafter cease as to acreage included in a proration unit or pooled unit, this Lease will terminate as to such acreage unless Lessee commences reworking or additional drilling operations on such acreage within ninety (90) days thereafter and continues such reworking or additional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

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

8.

OFFSET OBLIGATIONS

In the event a well or wells producing oil or gas should be brought in on land within 330 feet from



any boundary of the leased premises, Lessee agrees within ninety (90) days from commencement of production from such well or wells to commence the actual drilling of an offset well or wells on the leased premises; provided that the well or wells which are to be offset are producing in paying quantities and have been perforated and fraced within 330 feet of the leased premises; or Lessee shall release to Lessor free of this Lease the offsetting tract.

9.

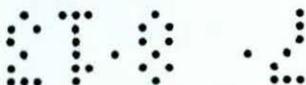
FORCE MAJEURE

A. The term "force majeure" as used herein shall mean and include: requisition, order, regulation, or control by governmental authority or commission; exercise of rights or priority or control by governmental authority for national defense or war purpose resulting in delay in obtaining or inability to obtain either material, equipment or means of transportation normally necessary in prospecting or drilling for oil, gas or other mineral granted herein, or in producing, handling or transporting same from the leased premises; war, scarcity of or delay in obtaining materials or equipment; lack of labor or means of transportation of labor or materials; acts of God; insurrection; flood; strike; or other things beyond the control of Lessee. The term "force majeure" shall not include lack of markets for production or any other events affecting only the economic or financial aspects of drilling, development or production.

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

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

- (1) If the force majeure shall occur during the primary term of this Lease, it shall not operate to extend this Lease more than two (2) consecutive years beyond the expiration of the primary term.
- (2) If the force majeure shall occur during a one hundred twenty (120) day drilling or reworking period provided for in Paragraphs 6 and 7 hereof, after the primary term has



expired, then it shall not operate to extend the Lease more than two (2) successive years beyond the expiration of such one hundred twenty (120) day periods.

(3) In no event will the primary term be extended beyond the two (2) year term described in B (1) and B (2).

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

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

10.

SHUT-IN GAS WELL PROVISIONS

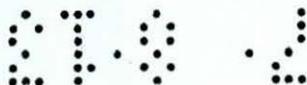
If at any time after the expiration of the primary term while there is a gas well on the leased premises or land pooled therewith which is capable of producing gas in paying quantities, but the production thereof is shut-in or suspended for any reason, and if this Lease is not then continued in force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

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

11.

INFORMATION, ACCESS AND REPORTS

A. Lessor shall have free access at all times to all wells, tanks, and other equipment that services wells under the leased premises, including drilling wells, and Lessee agrees to furnish Lessor, or



Lessor's nominee, currently and promptly, upon written request, with full well information including cores, cuttings, samples, logs (including Schlumberger and other electrical logs), copies and results of deviation tests and directional and seismic surveys, and the results of all drill stem tests and other tests of other kind or character that may be made of wells on the leased premises. Upon five (5) business days notice to Lessee, Lessor or Lessor's nominee shall be furnished with and have free access at all times to Lessee's books and records relative to the production and sale of oil, gas or other minerals from the leased premises, including reports of every kind and character to governmental authorities, State or Federal. Lessor shall have the right at its election to employ gaugers or install meters to gauge or measure the production of all minerals produced from the leased premises, and Lessee agrees to prepare and deliver to Lessor or Lessor's gauger or nominee duplicate run or gauge tickets for all minerals removed from the premises. Lessee shall furnish to Lessor daily drilling reports on each well drilled.

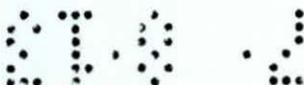
B. Lessee shall furnish to Lessor, within a reasonable time after its execution, a copy of any gas purchase contract or transportation agreement entered into in connection with the leased premises, or if there is already a gas purchase contract or transportation agreement in effect due to Lessee's operations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

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

12.

PRESERVATION OF ECOLOGY OF LEASED PREMISES

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



13.

REMOVAL OF EQUIPMENT

Lessee shall have the right at any time during or within six (6) months after the expiration of this Lease (but not thereafter) to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing, except as to water wells as provided for in Paragraph 14 (d). This paragraph shall not apply to equipment or casing on or in an oil or gas well capable of producing in paying quantities, but Lessee shall be paid reasonable salvage value for any such casing or equipment. It is contemplated that Lessee may drill across and through lands covered by this agreement where production is not obtained or ceases. Where the casing or pipeline placed or laid through such non-producing lands is necessary to the production of a well or wells located on other lands covered by this Lease, or lands pooled therewith, it is expressly understood and agreed that Lessor will make no demand that such casing, pipelines or other equipment necessary for the production of a well or wells drilled by Lessee be removed as long as such casing, pipelines and other equipment is necessary for the production of a producing well or wells drilled by Lessee.

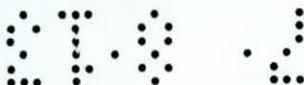
14.

ASSIGNABILITY BY LESSEE

This lease may be assigned in whole or in part by Lessee and the provisions shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that any such assignment by Lessee shall require the prior written consent of Lessor, with the exception of the following:

- (i) Any assignment of an overriding royalty interest that does not provide, by option or otherwise, for such overriding royalty interest to convert at any time to a working or leasehold estate interest;
- (ii) Any assignment of a working or leasehold interest to wholly owned subsidiaries of Chesapeake Energy Corporation, Aubrey McClendon, Larchmont Resources, L.L.C., or any successors and assigns of such;
- (iii) Any assignment of a working interest to Total E&P, USA, Inc. and/or its successors and assigns (up to accumulative working or leasehold interest of twenty-five percent (25%));
- (iv) Any assignment of a non-operating working or leasehold interest of ten percent (10%) or less, provided that Chesapeake Exploration, L.L.C. remains the Operator of the Lease.

However, the Lessor shall be given written notice of any such assignment. All such approved transfers must be recorded in the county where the leased premises are located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be delivered to the Lessor within sixty (60) days of the execution date. Every transferee shall succeed to all rights and be subject to all obligations, liability, and penalties owed to the Lessor by the original Lessee or any prior transferee of the Lease, including any liabilities to the Lessor for unpaid royalties. No such transfer shall release the Lessee (or any subsequent transferor) from any obligation hereunder. Any cost



incurred by the Lessor including without limitation, attorney fees or the cost of the time of Lessor's city attorneys due to a transfer by Lessee shall be reimbursed to Lessor 30 days after invoice by Lessor.

15.

NO WARRANTY

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

16.

INDEMNITY

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



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

THE LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM ANY LIABILITIES OR DAMAGES SUFFERED AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE LESSOR, ITS DEPARTMENTS, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF THE ACTS OR OMISSIONS OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE LESSEE TO INDEMNIFY AND PROTECT LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

17.

INSURANCE

Lessee shall provide or cause to be provided the insurance described in the City of Fort Worth Gas Ordinance for each well drilled under the terms of this Lease, such insurance to continue until the



well is abandoned and the site restored. Such insurance shall provide that Lessor shall be a co-insured, without cost, and that said insurance can not be canceled or terminated without thirty (30) days prior notice to Lessor and ten (10) days notice to Lessor for nonpayment of premiums.

18.

RELEASES REQUIRED

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

19.

NOTICES

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

Lessee shall also advise Lessor in writing the date of testing, fracing, reworking, recompletion, pluggin back or repairing of all wells drilled under the leases premises or on land



pooled therewith within thirty (30) days after such activity occurs. Reports are also to be made monthly, to include name of well, total monthly production and total product sales. On a quarterly basis, Lessee shall provide a report demonstrating its compliance with the Minority/Women Business Enterprise (MWBE) Goal of 3% for leases over 40 acres.

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

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

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

Chesapeake Energy
Attention: Mr. Henry Hood
P.O. Box 18496
Oklahoma City, OK 73154

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

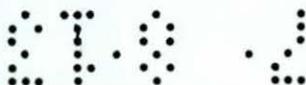
E. Any party hereto shall have the right to change the name or address of the person or persons required to receive notices, and other documents, by so notifying the other party in writing.

20.

BREACH BY LESSEE

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

In the event Lessor considers that operations are not, at any time, being conducted in compliance with this Lease, or any implied covenant of this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of any express or implied covenant or obligation of Lessee hereunder and, Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with its obligations hereunder. Failure on the part of Lessee to timely commence efforts to rectify any such breach and to exercise diligence in remedying any such breach shall operate as a forfeiture of this



Lease as to the portion thereof effected by such breach; provided that if Lessee, in good faith, disputes any alleged grounds of breach set forth in such notice, Lessee may, within said sixty (60) day period, institute a Declaratory Judgment Action in any District Court in a county where all or part of the said leased premises are located questioning whether it has in fact breached any expressed or implied covenant of this Lease, thereby staying any forfeiture during the pendency of such action. However, in the event that Lessor obtains a final judicial ascertainment in any such proceeding that Lessee is in breach of any covenant hereof, express or implied, then it is agreed that Lessor shall be entitled to a decree providing for cancellation or forfeiture of the Lease in the event such breach is not rectified or commenced in good faith to be rectified by Lessee within thirty (30) days from date such decree becomes final.

21.

LOCATION OF DRILLING ACTIVITY, PIPELINES AND EQUIPMENT

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

22.

COMPLIANCE WITH LAWS

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

23.

CONFLICT OF INTEREST

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

24.

TERMS

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

25.

ENTIRE AGREEMENT

This Lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this Lease shall be binding upon each party executing the same, regardless of whether or not executed by all owners of the above described land or by all persons above named as "Lessor", and, notwithstanding the inclusion



above of other names as "Lessor", this term as used in this Lease shall mean and refer only to such parties as execute this Lease and their successors in interest.

26.

CAPTIONS

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

27.

COUNTERPARTS

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

28.

INTERPRETATION

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

29.

NO THIRD PARTY RIGHTS

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

30.

SEVERABILITY

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

31.

VENUE AND JURISDICTION

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

32.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Lessee shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the Lessor. Lessee shall have the exclusive right to control all details and day-to-day operations relative to this Lease and all



Exhibits and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee acknowledges that the doctrine of *respondeat superior* will not apply as between the Lessor and Lessee, its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee further agrees that nothing in this Lease will be construed as the creation of a partnership or joint enterprise between the Lessor and Lessee.

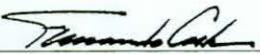
33.
GOVERNMENTAL POWERS

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

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

LESSOR:

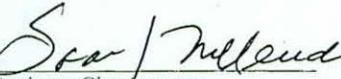
CITY OF FORT WORTH:

By: 
Fernando Costa
Assistant City Manager

ATTEST:


City Secretary

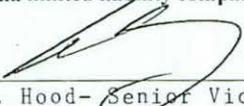
APPROVED AS TO FORM AND LEGALITY:

By: 
Assistant City Attorney

Date: 5/3/16



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

By:  Contract Authorization
Henry J. Hood - Senior Vice President of Land and Legal & General Counsel 4113110
Date: 5/17/16 Date

com *sgm*

2c



THE STATE OF TEXAS

§
§
§

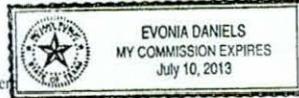
COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of May, 2010.

[SEAL] Evonia Daniels

Notary Public in and for the State of Texas



My Commission Expires:

Print Name of Notary Public Here

See Attached Acknowledgement

~~THE STATE OF~~ _____ §

§
§

~~COUNTY OF~~ _____ §

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

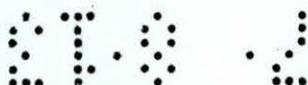
~~GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2010.~~

~~[SEAL] _____~~

~~Notary Public in and for the State of _____~~

~~My Commission Expires: _____~~

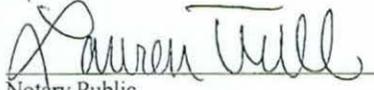
~~Print Name of Notary Public Here~~



ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17th day of May, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.


Notary Public

My Commission Number:
My Commission Expires:

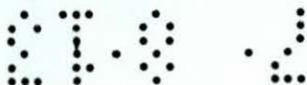


EXHIBIT A

30.02 acres, more or less, being a part of Block 3, as described in Vol. S, Page 253, District Court Minutes of Tarrant County, Texas, a part of the G. J. Assabranner Survey, Abstract Number 7, and being more particularly described as follows:

Beginning in the centerline of Bowman Springs Road, being 733.3 feet South 89 degrees 54 minutes West of the Northwest corner of Block 1 as described in Vol. S, Page 253, District Court Minutes of Tarrant County, Texas; thence South 50 degrees 04 minutes East 238.93 feet; the beginning of a curve with a radius of 1027.25 feet, and around the arc of said curve 388.59 feet, the end of said curve and point of compound curvature with a second curve to the right with a radius of 592.48 feet, and around the arc of said second curve 286.63 feet, the end of said second curve; thence South 0 degrees 40 minutes East 706.49 feet; thence South 80 degrees 32 minutes West 89.79 feet, the beginning of a curve to the right with a radius of 636.43 feet, and around the arc of said curve 103.89 feet, the end of said curve; thence South 89 degrees and 53 minutes West 460 feet, the beginning of a curve to the right with a radius of 402.96 feet, and around the arc of said curve 629.75 feet, the end of said curve; thence North 0 degrees and 34 minutes West 415 feet, the beginning of a curve to the right with a radius of 640.95 feet, and around the arc of said curve 430.46 feet, the end of said curve; thence North 37 degrees 55 minutes East 69.1 feet, the beginning of a curve to the left with a radius of 238.08 feet, and around the arc of said curve 160.16 feet, the end of said curve; thence North 0 degrees 38 minutes West 40 feet to the centerline of said Bowman Springs Road; thence with the centerline of Bowman Springs Road North 89 degrees and 54 minutes East 324.63 feet to the place of beginning.

(Village Creek Park)



Wilbarger Street

LEASED:

J. Jesus Munoz
514 South Story Street
Dallas, TX 75203

Golden Gate Church of God in Christ
4801 Wilbarger Street
Fort Worth, TX 76119

Willard L. & Viola Bragg
4409 South Edgewood Terrace
Fort Worth, TX 76119

City of Fort Worth
1000 Throckmorton Street
Fort Worth, TX 76102

Eva Yvonne Spencer
4451 Moorview Avenue
Fort Worth, TX 76119

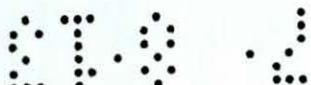
Nikkina Ann Hughes
2325 Welch Place
Mansfield, TX 76063

Laron Hughes
21122 Concordia Park Lane
Richmond, TX 77469

Rubie Brown Taylor
2003 Chelsea Drive
Fort Worth, TX 76134

Emma Owens
4901 Wilbarger Street
Fort Worth, TX 76119
Glencrest Resources Lease

Lonnie J. & Norma J. Carthers
4848 Wilbarger Street
Fort Worth, TX 76119
Glencrest Resources Lease



Armando & Maria E. Barboza
4816 Wilbarger Street
Fort Worth, TX 76119
Glencrest Resources Lease

UNLEASED:

Jonica Castleberry Jones
4844 Wilbarger Street
Fort Worth, TX 76119

Keith A. Hurst
4820 Wilbarger Street
Fort Worth, TX 76119



7.

File No. MF 115596
Adjacent Lease schedule

Date Filed: 7-8-13
Jerry E. Patterson, Commissioner

SSD

2013

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

September 4, 2013

Mr. Martin J. Howell
Chesapeake Energy Corporation
P.O. Box 18496
Oklahoma City, OK 73154-0496

Re: State of Texas HROW Lease # MF 115596 (please make reference to this number in all correspondence with the GLO regarding your lease)

Dear Mr. Howell,

Enclosed you will find an original executed Highway Right of Way lease in Tarrant County. We ask you assist us in two important ways:

- **Please proofread the lease before filing of record.** Notify the GLO of any errors so that we may promptly make the appropriate corrections.
- **Please have your client provide the GLO with a copy of the unit designation** after this lease has been added and the unit designation has been filed of record.

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

Best regards,

Mark Adams
Energy Resources
Mineral Leasing
512-463-5669
mark.adams@glo.texas.gov

Enclosure

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

P.O. Box 12873 • Austin, Texas 78711-2873

512.463.5001 • 800.998.4GLO

glo.texas.gov

File No. MF 115596
Final letter

Date Filed: 9-4-13
Jerry E. Patterson, Commissioner

By SSD



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

April 13, 2016

Natasha Chaudry
Chesapeake Exploration, LLC
PO Box 18496
Oklahoma City, OK 73154

RE: GLO Assign ID #9565 – MF115596
Tarrant County

Dear Ms. Chaudry:

The General Land Office received the following instrument and has filed it in the appropriate files.

Partial Assignment, Bill of Sale and Conveyance, effective August 20, 2013,
from Chesapeake Exploration, LLC, assignor to Total E&P USA, Inc., assignee.
As filed for record in Tarrant County at Document #D2152761228.

The filing fee of \$25.00 was received in connection with the above assignment. Give me a call if you have any questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing
Energy Resources
email: carl.bonn@glo.texas.gov
512 463 5407

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

P.O. Box 12873 • Austin, Texas 78711-2873

512.463.5001 • 800.998.4GLO

glo.texas.gov

ID # 9565

MF 115596

eff 8-20-13

25%

PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS)
)
)SS: L0685136
)
COUNTY OF TARRANT)
)
) Electronically Recorded
) Chesapeake Operating, Inc.

This Partial Assignment, Bill of Sale and Conveyance (this "Assignment"), dated this 4th day of November, 2015, is made by **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company with a notice address of P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496 ("Assignor") in favor of **TOTAL E&P USA, INC.**, a Delaware corporation with a notice address of 1201 Louisiana, Suite 1800, Houston, Texas 77002 ("Assignee").

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Development Agreement, dated as of January 25, 2010 (the "Development Agreement"), between Assignor and Assignee. If there is a conflict between the terms of this Assignment and the terms of the Development Agreement, the terms of the Development Agreement shall control and nothing in this Assignment shall affect the rights and remedies of Assignor and Assignee pursuant to the Development Agreement.

As used in this Assignment, Effective Time shall mean 12:01 a.m. Central Time as of the effective date of each lease or **January 25, 2010, whichever is later.**

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee an undivided twenty-five percent (25%) (the "Conveyed Interest") of all of Assignor's right, title and interest in, to and under the following (the "Acquired Interests"), subject to the terms and reservations hereof:

See Exhibit "A" Attached

It is the intent of Assignor to convey (and this Assignment hereby conveys) to Assignee the Conveyed Interest in the Acquired Interests from and after the Effective Time, subject to the terms and reservations hereof, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references, in each case, of the Acquired Interests.

TO HAVE AND TO HOLD all and singular such Conveyed Interest together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever, subject to the terms and conditions of the Development Agreement.

Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular title to the Acquired Interests unto Assignee and Assignee's successors and assigns, against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under-Assignor or its Affiliates, but not otherwise.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ASSIGNMENT AND THE DEVELOPMENT AGREEMENT, (I) EACH PARTY RECOGNIZES AND AGREES THAT ALL MATERIALS, DOCUMENTS, AND OTHER INFORMATION, MADE AVAILABLE TO IT AT ANY TIME IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE MADE AVAILABLE TO IT AS AN ACCOMMODATION, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY AND COMPLETENESS OF SUCH MATERIALS, DOCUMENTS, AND OTHER INFORMATION; (II) EACH PARTY EXPRESSLY AGREES THAT ANY RELIANCE UPON OR CONCLUSIONS DRAWN THEREFROM SHALL BE AT SUCH PARTY'S RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL NOT GIVE RISE TO ANY LIABILITY OF OR AGAINST THE OTHER PARTY; AND (III) EACH PARTY HEREBY WAIVES AND RELEASES ANY CLAIMS ARISING



TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

See Pg 6 of 6

ASN 715-1763

UNDER THIS ASSIGNMENT, COMMON LAW OR ANY STATUTE ARISING OUT OF ANY MATERIALS, DOCUMENTS OR INFORMATION PROVIDED TO SUCH PARTY. FURTHER, EACH PARTY HEREBY REPRESENTS THAT IT HAS THE RIGHT AND AUTHORITY TO DISCLOSE ALL INFORMATION DELIVERED BY SUCH PARTY TO THE OTHER PARTY HEREUNDER.

In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds and consents, to further evidence the assignment and conveyance from by Assignor to Assignee of the Conveyed Interest in the Acquired Interests.

This Assignment may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one assignment.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

To facilitate recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describe the Conveyed Interest in the Acquired Interests located in that county. Assignor, on the one hand, and Assignee, on the other hand, have each retained a counterpart of this Assignment with complete exhibits.

This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Texas.

Any disputes, claims, counterclaims, demands, causes of action, controversies and other matters in question between the parties hereto arising out of or relating to this Assignment or the alleged breach hereof, regardless of whether (a) allegedly extra-contractual in nature, (b) sounding in contract, tort or otherwise, (c) provided for by Law or otherwise, or (d) seeking damages or any other relief, whether at Law, in equity or otherwise, shall be resolved through final and binding arbitration in accordance with Section 16 of the Development Agreement, the terms of which are incorporated by reference as if set out in full herein.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:

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

By: James K. Ary
Name: James K. Ary
Title: Vice President - Land
JK 15

ASSIGNEE:

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

By: Pierre Germain
Name: Pierre Germain
Title: Vice President, Business Development & Strategy

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TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

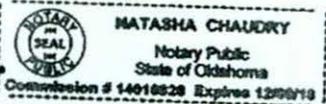
SM

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

On this, the 4th day of November, 2015, before me the undersigned officer, personally appeared James K. Ary, who acknowledged himself to be the Vice President - Land of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, and that he as such Vice President - Land, 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Signature/Notary Public: Natasha Chaudry
Name/Notary Public (print): NATASHA CHAUDRY

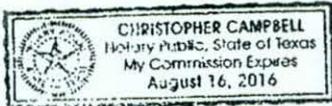


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STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

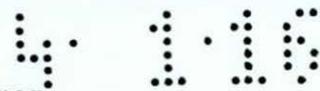
This instrument was acknowledged before me this 1 day of December, 2015, by Pierce German, as VP, O&S of Total E&P USA, Inc., a Delaware corporation on behalf of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Signature/Notary Public: C. Campbell
Name/Notary Public (print): Chris Campbell

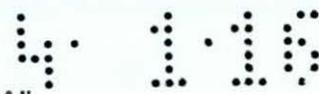
Exhibit "A"



Lease Number	Lessor	Lessee	Lease Date	State	County	Entry
42-0007945-004	LANELL DRAKE, A SINGLE WOMAN	CHESAPEAKE EXPLORATION, L.L.C.	8/19/2013	TX	TARRANT	D213226502
42-0007945-005	W. J. RITTENBURY, A SINGLE MAN	CHESAPEAKE EXPLORATION, L.L.C.	8/19/2013	TX	TARRANT	D213240496
42-0008003-000	LEONARD W. SNYDER, JR. & LEE ANN SNYDER, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION, L.L.C.	8/8/2013	TX	TARRANT	D213211641
42-0008008-001	MANSFIELD PARK FACILITIES DEVELOPMENT CORPORATION	CHESAPEAKE EXPLORATION, L.L.C.	8/2/2013	TX	TARRANT	D213216126
42-0008009-001	SANDRA RUTH WOODALL, DEALING IN HER SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2013	TX	TARRANT	D213217292
42-0008009-003	BETTY JEAN ELLIS, DEALING IN HER SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2013	TX	TARRANT	D213221443
42-0008012-001	SUZANNE YOUNG MURPHREE, AS HER SOLE AND SEPARATE PROPERTY	CHESAPEAKE EXPLORATION, L.L.C.	8/6/2013	TX	TARRANT	D213235703
42-0008019-000	DAKHIL FAMILY, L.L.C., A KANSAS CITY LIMITED LIABILITY COMPANY	CHESAPEAKE EXPLORATION, L.L.C.	8/12/2013	TX	TARRANT	D213217245
42-0008021-000	JANAE ANDERSON HARPOOL, TRUSTEE OF JANAE ANDERSON HARPOOL LIVING TRUST	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221383
42-0008022-000	JOHN H. AND SARA E. HOFFMANN, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221370
42-0008023-000	BETTY J. YOUNG	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221384
42-0008024-000	C.A. CLANTON, AKA CYNTHIA ANN CLANTON AND SHERI MILLER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221371
42-0008025-000	JAMES H. STAIB	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221385
42-0008026-000	L. BRADLEY AND PATRICIA MARLING, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221372
42-0008027-000	DOLORES M. SMITH	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221386
42-0008029-000	BRUCE AND JENNIFER MARTIN, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221373
42-0008030-000	JOLYNN WADE BEHRINGER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221388
42-0008031-000	WENDY GAIL WADE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221389
42-0008032-000	THE MAYNARD N. HETH & BOBBIE A. HETH FAMILY TRUST	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221374

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

Exhibit "A"



Lease Number	Lessor	Lessee	Lease Date	State	County	Entry
42-0008033-000	TARLAND AND FRANKIE BEAUCHAMP, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221382
42-0008034-000	HARLON M. & GLENNA U. REEVES, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221394
42-0008036-000	THOMAS B. AND JEAN D. SHOOP, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221380
42-0008037-000	ANN M. BAKER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221381
42-0008038-000	THOMAS & MARY DEXTER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221393
42-0008039-000	TERESA M. WALTER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221377
42-0008041-000	DAVID FRANKLIN & PAT FRANKLIN TRUST	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221390
42-0008042-000	WILLIAM T. & KENA V. GILPIN, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221391
42-0008043-000	PARRI MOFFEIT	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221375
42-0008044-001	SHEROLYN AND FRED A. WHITE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221392
42-0008045-000	EDWIN M. AND CAROLYN IRELAND	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221376
42-0008046-000	STEARNS S. TUCKER, III & SUSAN C. TUCKER, HUSBAND AND WIFE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221378
42-0008050-000	KARRON HUNTER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221433
42-0008051-000	LOIS A. CATES	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221434
42-0008052-000	PAUL AND SANDRA STELLRECHT	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213226628
42-0008053-000	RUSSELL W. AND DANA E. MADDOX	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221442
42-0008054-000	JOHN E. CIENKI AND KAREN A. CIENKI	CHESAPEAKE EXPLORATION, L.L.C.	8/19/2013	TX	TARRANT	D213221437
42-0008055-000	OTTO & LAVERNE HUTAR FAMILY TRUST	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221441
42-0008056-000	STEPHEN R. AND KATHLEEN KOONS	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221440
42-0008057-000	ANDREW AND ADA NAVARRO	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221439
42-0008058-000	ROBERT C. AND NANCY E. WORLEY	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221438
42-0008059-000	SARAH AND SCOTT GASCH	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221436
42-0008060-000	TIMOTHY SAMUELS	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221432
42-0008061-000	DARLA A. AND JAMES BATCHLER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213221435
42-0008063-000	BILLY D. HUNT AND BEVERLY HUNT	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213222655

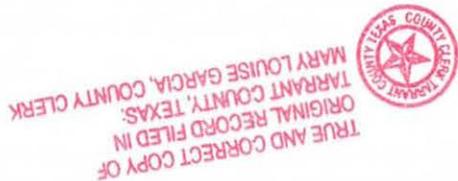


Exhibit "A"



Lease Number	Lessor	Lessee	Lease Date	State	County	Entry
42-0008064-001	RITA RABAGO	CHESAPEAKE EXPLORATION, L.L.C.	8/14/2013	TX	TARRANT	D213220456
42-0008067-000	PATRICIA B. HATCHER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213222658
42-0008070-000	SARA KAY DRAPER REVOCABLE TRUST	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213222659
42-0008071-000	ALAN P. MILBY AND APRIL MILBY	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213222660
42-0008072-000	JOHN RAMSEY AND AMY RAMSEY	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213222661
42-0008073-000	BRANDYN L. MOORE	CHESAPEAKE EXPLORATION, L.L.C.	8/16/2013	TX	TARRANT	D213222657
42-0008074-000	DAVID E. AND DEBRA A. BYCZEK	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213222662
42-0008075-000	DERRIC T. AND MERCEDES OVERCASH	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213222663
42-0008083-000	GURJIT K. RATHORE	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2013	TX	TARRANT	D213216128
42-0008087-000	DAVID K. & MALENA L. DOTY	CHESAPEAKE EXPLORATION, L.L.C.	7/12/2013	TX	TARRANT	D213222656
42-0008088-000	ANTHONY V. AND RITA I. LOIACONO	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D2132226632
42-0008089-000	JOHN AND HEATHER BECRAFT	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D2132226631
42-0008090-000	KEITH AND DAWN VINSON	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D2132226630
42-0008091-000	JOHN F AND MARGARET E. BEACOM	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D2132226629
42-0008097-002	PATRICIA MORRIS	CHESAPEAKE EXPLORATION, L.L.C.	8/20/2013	TX	TARRANT	D2132226622
42-0008098-001	NANCY DOWNE KELLEY	CHESAPEAKE EXPLORATION, L.L.C.	8/5/2013	TX	TARRANT	D2132226620
42-0008098-002	ALICE DOWNE MCPHERSON	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2013	TX	TARRANT	D2132226619
42-0008098-003	HERMAN PETTY DOWNE, JR.	CHESAPEAKE EXPLORATION, L.L.C.	8/7/2013	TX	TARRANT	D2132226621
42-0008103-000	HIEN T. NGUYEN	CHESAPEAKE EXPLORATION, L.L.C.	8/9/2013	TX	TARRANT	D213228565
42-0008105-000	TLP PROPERTIES, LLC	CHESAPEAKE EXPLORATION, L.L.C.	8/20/2013	TX	TARRANT	D213229087
42-0008106-000	TLP PROPERTIES, LLC	CHESAPEAKE EXPLORATION, L.L.C.	8/20/2013	TX	TARRANT	D213229086
42-0008109-000	JACK TEELER	CHESAPEAKE EXPLORATION, L.L.C.	8/20/2013	TX	TARRANT	D213230378
42-0008110-000	FRANK AND PATRICIA ALLEN	CHESAPEAKE EXPLORATION, L.L.C.	8/8/2013	TX	TARRANT	D213226115
42-0008111-000	DAVID GARY AND TINA MARIE MARX	CHESAPEAKE EXPLORATION, L.L.C.	8/14/2013	TX	TARRANT	D213226116
42-0008114-000	ROBERT R. & ANNE KNELL	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213230381
42-0008119-000	CHARLES & GLENDA KOONCE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213235711
42-0008124-000	FORREST J. AND ERIN J. DESMIT	CHESAPEAKE EXPLORATION, L.L.C.	8/21/2013	TX	TARRANT	D213235707
42-0008125-000	DANNY JOE HOWARD	CHESAPEAKE EXPLORATION, L.L.C.	8/21/2013	TX	TARRANT	D213235706
42-0008129-000	MIGUEL AND KARLA MARQUEZ	CHESAPEAKE EXPLORATION, L.L.C.	8/27/2013	TX	TARRANT	D213232955
42-0008132-000	DANIEL JOE BENNETT & ASSOCIATES	CHESAPEAKE EXPLORATION, L.L.C.	8/29/2013	TX	TARRANT	D213235704

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Exhibit "A"



Lease Number	Lessor	Lessee	Lease Date	State	County	Entry
42-0008134-000	WILLIE F. MILLER	CHESAPEAKE EXPLORATION, L.L.C.	8/12/2013	TX	TARRANT	D213222654
42-0008136-000	THE REX G. SWANZY & DONNA R. SWANZY REVOCABLE LIVING TRUST, DONNA R. SWANZY AS TRUSTEE	CHESAPEAKE EXPLORATION, L.L.C.	8/23/2013	TX	TARRANT	D213233405
42-0008137-000	SUNOCO PIPELINE L.P., A TEXAS LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION, L.L.C.	8/20/2013	TX	TARRANT	D213233404
42-0008142-000	TAYLOR GANDY	CHESAPEAKE EXPLORATION, L.L.C.	8/21/2013	TX	TARRANT	D213229088
42-0008145-000	RAFAEL LOPEZ	CHESAPEAKE EXPLORATION, L.L.C.	8/21/2013	TX	TARRANT	D213238234
42-0008147-000	GREGORY M. & MARSHA K. RECTOR	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213238237
42-0008151-001	MARION K. CREGGER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213238869
42-0008152-000	WALTER CREGGER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213238230
42-0008153-001	BARBARA L. CREGGER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213238229
42-0008154-001	MARGARET CREGGER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213238228
42-0008157-000	JOHN H. AND BEVERLY J. OSBORNE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213238227
42-0008159-000	JOHNNY SHUMATE, II	CHESAPEAKE EXPLORATION, L.L.C.	7/11/2013	TX	TARRANT	D213234681
42-0008160-001	JOSE REYES	CHESAPEAKE EXPLORATION, L.L.C.	8/22/2013	TX	TARRANT	D213234682
42-0008173-001	PATRICE MOZELEWSKI	CHESAPEAKE EXPLORATION, L.L.C.	8/21/2013	TX	TARRANT	D213238378
42-0008175-001	PHYLLIS HENRY ELLISON	CHESAPEAKE EXPLORATION, L.L.C.	8/19/2013	TX	TARRANT	D213241833
42-0008177-000	RUDENA S KUDLAC	CHESAPEAKE EXPLORATION, L.L.C.	8/23/2013	TX	TARRANT	D213241828
42-0008179-000	LOUIS E. & ERNESTINE A. ATCHLEY	CHESAPEAKE EXPLORATION, L.L.C.	8/26/2013	TX	TARRANT	D213241830
42-0008180-000	BAMBI MESSINA BARRETT	CHESAPEAKE EXPLORATION, L.L.C.	8/29/2013	TX	TARRANT	D213241831
42-0008181-000	JIMMY DALE & PHYLLIS DOLLAR	CHESAPEAKE EXPLORATION, L.L.C.	8/29/2013	TX	TARRANT	D213241829
42-0008183-000	MARK HENDERSON	CHESAPEAKE EXPLORATION, L.L.C.	6/26/2013	TX	TARRANT	D213241859
42-0008189-000	CECIL AND RITA HOBBS	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213246292
42-0008193-000	ALAN J. WILLIAMSON AND KATHERIN	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213247914
42-0008195-000	JOHNNY S. AND KARLA GENTRY	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213246295
42-0008196-000	SAM V. AND MALTA AKINS	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213246296
42-0008197-000	RENITA CARPENTER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213246288
42-0008198-000	FREDERICK AND ANETTE LEWINN	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213246297
42-0008199-000	KARL AND KAREN POULSEN	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213246298
42-0008200-000	B C & L L MADDUX REVOCABLE LIVING TRUST	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213246299



Exhibit "A"



Lease Number	Lessor	Lessee	Lease Date	State	County	Entry
42-0008201-000	SHARON C. CARTER	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213247895
42-0008203-000	EILEEN FAIRBANKS	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213247893
42-0008205-000	TIMOTHY AND KAREN RUSSELL	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213247890
42-0008206-000	MARY F. & WILLIAM HOLLAND	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213247891
42-0008210-000	MAX C. & JOANNE MCMILLON	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213247886
42-0008212-000	JON R. AND JULIE E. RUDY	CHESAPEAKE EXPLORATION, L.L.C.	8/28/2013	TX	TARRANT	D213246208
42-0008215-000	JOHN W. AND JENNIFER L. BOYD	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213247883
42-0008218-000	JAMES AND JENNIFER SNELGROVE	CHESAPEAKE EXPLORATION, L.L.C.	4/25/2013	TX	TARRANT	D213241640
42-0008222-001	LAURA PENN	CHESAPEAKE EXPLORATION, L.L.C.	8/29/2013	TX	TARRANT	D213246802
42-0008237-001	ANNE MURRAY	CHESAPEAKE EXPLORATION, L.L.C.	8/29/2013	TX	TARRANT	D213245666
42-0008238-000	RONALD & SHAWN SNYDER	CHESAPEAKE EXPLORATION, L.L.C.	8/28/2013	TX	TARRANT	D213254724
42-0008239-001	LEO THOMAS NEZWORSKI	CHESAPEAKE EXPLORATION, L.L.C.	8/20/2013	TX	TARRANT	D213245665
42-0008240-000	JAMES & JANIS BURCKHARD	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213257588
42-0008257-000	JOHN B. OLSON, TRUSTEE OF THE OLSON LIVING TRUST DTD 1/19/12	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213257752
42-0008258-000	BRUCE AND ANN NELSON	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213257591
42-0008262-000	RANDY & SHARON BARNARD	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213257592
42-0008263-000	ERIC TOM	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213257754
42-0008264-000	REVOCABLE TRUST OF DALLAS STILTS HOLMES, JR & JOHANNE KOHLER HOLMES	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213257593
42-0008267-001	ORLANDO MURRAY	CHESAPEAKE EXPLORATION, L.L.C.	7/25/2013	TX	TARRANT	D213259924
42-0008268-000	ROBERT AND ELEANOR CASE	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213257740
42-0008273-000	MATTHEW B. SHAFFSTALL	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213257736
42-0008275-000	VICKI HUTTO & DEBRA LEBLANC	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213257742
42-0008277-001	CHRIS WRATHER	CHESAPEAKE EXPLORATION, L.L.C.	6/24/2013	TX	TARRANT	D213210853
42-0008278-000	MARCIA KAY HAILEY & THOMAS ALBERT MCDANIEL	CHESAPEAKE EXPLORATION, L.L.C.	8/29/2013	TX	TARRANT	D213254726
42-0008281-000	CINDY LAYMAN	CHESAPEAKE EXPLORATION, L.L.C.	8/20/2013	TX	TARRANT	D213254720
42-0008284-000	BARBARA A. WOOTEN	CHESAPEAKE EXPLORATION, L.L.C.	8/26/2013	TX	TARRANT	D213254722
42-0008285-000	BRUCE H. AND HOLLACE A. WEINER	CHESAPEAKE EXPLORATION, L.L.C.	8/21/2013	TX	TARRANT	D213247915
42-0008313-000	CURTIS & COLETTE MCGINLEY	CHESAPEAKE EXPLORATION, L.L.C.	8/17/2013	TX	TARRANT	D213298470



 TRUE AND CORRECT COPY OF

 ORIGINAL RECORD FILED IN

 TARRANT COUNTY, TEXAS:

 MARY LOUISE GARCIA, COUNTY CLERK

Lease Number	Lessor	Lessee	Lease Date	State	County	Entry
42-0008330-000	DONALD AND BETTY R. DOW REVOCABLE TRUST	CHESAPEAKE EXPLORATION, L.L.C.	2/14/2013	TX	TARRANT	D213259926
TX-500178-000	STATE OF TEXAS - ME 115596	CHESAPEAKE EXPLORATION, L.L.C.	8/20/2013	TX	TARRANT	D214051821
TX-500181-000	CITY OF FORT WORTH, A HOME RULE MUNICIPAL CORPORATION OF THE STATE OF TEXAS	CHESAPEAKE EXPLORATION, L.L.C.	8/8/2013	TX	TARRANT	D213299413

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

End of Exhibit "A"


 A CERTIFIED COPY
 ATTEST
 MARY LOUISE GARCIA, County Clerk
 Tarrant County, Texas
 Mary Louise Garcia
 Deputy

9

File No. MF 115596
Pt. Assign 9565 Chesapeake
(4) Total
 Date Filed: 4-14-66
 By George P. Bush, Commissioner *GPB*

4 7 3 0



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

Unit 11881

STATE RIGHT OF WAY and/or COUNTY ROAD UNIT DESIGNATION

OPERATOR INFORMATION

Contact Name Jeremiah Johnson Phone (817) 720-1146
 Name of Pooled Unit Braylon Unit
 Operator of Pooled Unit TEP Barnet USA, LLC County Tarrant
 Effective Date of Unit Declaration: 9/26/2011 *TEP took over from Chesapeake 8/2017*

SROW/CO. ROAD LEASE(S) IN UNIT

SROW/CoRd Lease MF No.	Lease Date	Term	Royalty	Total Acreage in SROW/CoRd Lease	SROW/CoRd Lease Acreage in Unit
MF 115596	8/20/2013		.25		.77

part: 0.00220776
NRI: 0.00055194

Total SROW Acreage in Unit: 0.770000
 Total CoRd Acreage in Unit: _____
 Total Private Acreage in Unit: 348.000000
 Total Unit Acreage: 348.77

State Roads Royalty Revenue Interest in Unit:	0.	0	0	0	5	5	1	9	4
---	----	---	---	---	---	---	---	---	---

County Roads Royalty Revenue Interest in Unit:	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

UNIT WELLS

API # 424396103 RRC ID# 263004
 API # 4243936805 RRC ID# 272397
 API # ~~4213037180~~ RRC ID# ~~292091~~
 API # _____ RRC ID# _____



TEP Barnett USA, LLC
 Accounts Payable
 P.O. Box 17209
 Fort Worth, TX 76102

161070

PAGE: 1 of 1

DATE: June 2, 2022
 CHECK NUMBER: 161070
 AMOUNT PAID: \$500.00

00026 39056 CKS NE 22152 - 0000161070 NNNNNNNNNN 1525100006210 X586A1
 TEXAS GENERAL LAND OFFICE
 FIN MGMT - PIR
 P O BOX 12873
 AUSTIN TX 78711-2873

22710333

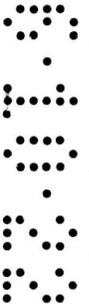


Vendor No: 30003011_1

Date	Invoice Number	Contract PO Number	Description	Gross Amount	Discount	Net Amount
05/24/22	CKR1400			\$500.00	\$0.00	\$500.00
TOTALS				\$500.00	\$0.00	\$500.00

22710333

121



PLEASE DETACH BEFORE DEPOSITING CHECK



TEP Barnett USA, LLC
 Accounts Payable
 P.O. Box 17209
 Fort Worth, TX 76102

CHECK NUMBER 161070

50-937
213

June 2, 2022

*** VOID AFTER 90 DAYS ***

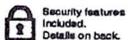
22710333

PAY TO THE ORDER OF:

TEXAS GENERAL LAND OFFICE
 FIN MGMT - PIR
 P O BOX 12873
 AUSTIN, TX 78711-2873

CHECK AMOUNT
\$500.00

EXACTLY *****500 DOLLARS AND 00 CENTS



JPMorgan Chase Bank, N.A.
 Syracuse, NY

J.P. Sch...

Authorized Signature

⑈ 161070 ⑈



TEP Barnett USA, LLC
 Accounts Payable
 P.O. Box 17209
 Fort Worth, TX 76102

161070

PAGE: 1 of 1

DATE: June 2, 2022
 CHECK NUMBER: 161070
 AMOUNT PAID: \$500.00

00026 39056 CKS NE 22152 - 0000161070 NNNNNNNNNNN 1525100006210 X586A1
 TEXAS GENERAL LAND OFFICE
 FIN MGMT - PIR
 P O BOX 12873
 AUSTIN TX 78711-2873

22710333

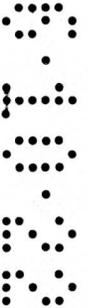


Vendor No: 30003011_1

Date	Invoice Number	Contract PO Number	Description	Gross Amount	Discount	Net Amount
05/24/22	CKR1400			\$500.00	\$0.00	\$500.00
TOTALS				\$500.00	\$0.00	\$500.00

22710333

121





June 7, 2022

Texas General Land Office
Attn: Energy Resources/Mineral Leasing
c/o Mary Beth Barnstone
1700 North Congress Avenue
Austin, Texas 78701-1495

Re: Unit Designation Form for MF115596
Braylon Unit Located in Tarrant County.
Applicant Name: Total E&P USA Barnett, LLC
Operator Number #: 842986

Dear Ms. Barnstone:

Please find enclosed our Unit Designation form for MF115596 along with the required five-hundred-dollar (\$500) fee. Also enclosed are the requested supporting documents which are detailed below.

Should you have any questions or need any additional information please let me know. I can be reached by phone at 817-720-1146 or by email at jeremiah.johnson@totalenergies.com.

Cordially,

Jeremiah Johnson, Sr. Landman for TEP Barnett USA, LLC

Enclosures

- Unit Designation Form
Declaration of Pooled Unit (Braylon Unit) and all Amendments and Corrections of the Declaration of Pooled Unit
Plat of the Braylon Unit
Copy of Form G-1 for the Braylon 2H



Mary Barnstone

From: Jeremiah JOHNSON <jeremiah.johnson@totalenergies.com>
Sent: Tuesday, May 24, 2022 4:15 PM
To: Mary Barnstone
Subject: [EXTERNAL] Braylon Unit - Reinstatement of MF115596
Attachments: GLO - Unit Designation Form - Braylon Unit.pdf; BRAYLON DETAIL 12 7-19-21.pdf; DPU for GLO.zip; Braylon 2H Form G-1.pdf

Mary Beth,

Please find attached the HROW Unit Designation Form for State Lease MF115596. We want to reinstate this HROW agreement and as such I've also attached a unit plat and copies of the DPU and all corrections and amendments. Please note MF115596 was pooled via the 7th Corrected Designation of Pooled Unit prior to its expiration of 8/20/2013. Additionally, I've attached a copy of Form G-1 for the Braylon 2H showing we established production prior to the expiration of MF115596.

I am waiting on the \$500 dollar check to arrive in our offices for the required fee. Once I have the check I will mail it along with the HROW Unit Designation Form to you in Austin. Do you need me to mail hard copies of the other attachments or will digital copies suffice?

One last thing, please note that the acreage on the plat does not match the acreage in our most recent Amendment and Correction of DPU. Since the plat was rendered we removed all unleased from the Braylon Unit. We don't have use for a new unit plat internally so I hope the attached will work for your purposes.

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

Thank you,



Jeremiah Johnson

Senior Landman
Exploration & Production – Land Department

TEP Barnett USA, LLC
301 Commerce Street, Suite 3700
Fort Worth, Texas 76102 – USA

T. : 817-720-1146
jeremiah.johnson@totalenergies.com
corporate.totalenergies.us

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Mary Barnstone

From: Mary Barnstone
Sent: Friday, May 20, 2022 2:33 PM
To: Jeremiah JOHNSON
Subject: Braylon Unit?

Hi Jeremiah,

I wanted to circle back about the Braylon Unit, MF115596.

Will you be sending the HROW form and attachments soon?

[Application for Pooling State Leases \(texas.gov\)](https://www.texas.gov)

Thank you,

Mary Beth

Mary Beth Barnstone
Landman/GeoTech
Energy Resources
Texas General Land Office
1700 North Congress Ave. Ste.840
Austin, Texas 78701
(512)463-6818

From: Jeremiah JOHNSON <jeremiah.johnson@totalenergies.com>
Sent: Tuesday, March 15, 2022 12:10 PM
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Subject: [EXTERNAL] RE: GLO Unit 6422- Falcon East TRT Unit - Unit Agreement Revision

Great!

Just a heads up. I have another item I'm working on headed your way. We discussed this item back in November and it fell off my radar. We need to get State lease MF115596 reinstated. As such I'll fill out the document you linked in the attached email along with the requested backup documents. I hope to have this one ready to send to you this week.

Thank you,

Jeremiah

From: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Sent: Tuesday, March 15, 2022 12:06 PM
To: Jeremiah JOHNSON <jeremiah.johnson@totalenergies.com>
Subject: RE: GLO Unit 6422- Falcon East TRT Unit - Unit Agreement Revision

Hi Jeremiah,

A fee is not required, and the emailed copies are fine in this case. I will get this taken care of this week.

Thank you,

mb

Mary Beth Barnstone

Landman/GeoTech
Energy Resources
Texas General Land Office
1700 North Congress Ave. Ste.840
Austin, Texas 78701
(512)463-6818

From: Jeremiah JOHNSON <jeremiah.johnson@totalenergies.com>
Sent: Tuesday, March 15, 2022 12:01 PM
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Subject: [EXTERNAL] RE: GLO Unit 6422- Falcon East TRT Unit - Unit Agreement Revision

Mary Beth,

Just following up here. Do I need to mail hard copies of the documents referenced below or will the copies I emailed last week suffice?

Thank you,

Jeremiah

From: Jeremiah JOHNSON
Sent: Friday, March 11, 2022 1:34 PM
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Subject: GLO Unit 6422- Falcon East TRT Unit - Unit Agreement Revision

Mary Beth,

Please find attached the revised Unit Agreement for the Falcon East TRT Unit. This Unit is being revised to account for the removal of unleased tracts in our Voluntary Unit. As such the GLO's interest has changed necessitating a revision.

In addition to the revised Unit Agreement please find attached a Unit Plat, a Metes and Bounds description of the Falcon East TRT Unit, an Addendum to the Unit Agreement showing the State leases/Pooling Agreements in the Falcon East TRT Unit(pdf and excel versions) and the 3rd Amendment and Correction of Designation of Pooled Unit.

Please let me know if you find anything to be in error or you need any additional materials.

Will this submission require the \$500 fee? If so, I will put in a check request and mail the check along with hard copies of all documents included in this email to your attention next week.

Thank you,



Jeremiah Johnson

Senior Landman

Exploration & Production – Land Department

TEP Barnett USA, LLC

301 Commerce Street, Suite 3700
Fort Worth, Texas 76102 – USA

T. : 817-720-1146

Jeremiah.johnson@totalenergies.com
corporate.totalenergies.us

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Mary Barnstone

From: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Sent: Monday, January 11, 2021 1:19 PM
To: Jeremiah JOHNSON
Subject: RE: Unleased Road ROW - Mt. Tabor Unit, Braylon Unit and Anderson Unit

Hi Jeremiah,

The GLO never received a HROW Unit Designation form for State lease MF115596 from Chesapeake for the Braylon Unit, as such, it expired on its own terms:

https://s3.glo.texas.gov/ncu/SCANDOCS/archives_webfiles/arcmaps/webfiles/landgrants/PDFs/1/0/8/7/1087692.pdf

I can reinstate it if the Unit was recorded prior and brought in to production during the primary term. You will need to submit the HROW Unit Declaration form, recorded copies of the DPU and any/all corrections and amendments, unit plat and \$500 fee.

<https://www.glo.texas.gov/energy-business/oil-gas/mineral-leasing/leasing/forms/unit-designation-form-and-requirements.pdf>

Thank you,

mb

From: Jeremiah JOHNSON <jeremiah.johnson@total.com>
Sent: Monday, January 11, 2021 12:14 PM
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Subject: [EXTERNAL] RE: Unleased Road ROW - Mt. Tabor Unit, Braylon Unit and Anderson Unit

Mary Beth,

Thanks for all the information!

I show that we have a portion of Wilbarger Street pooled in the Braylon Unit. It is agreement MF 115596. I've attached a copy of the agreement for reference.

It appears this agreement is in good standing on our end.

Thoughts?

Thanks,

Jeremiah

TOTAL Classification: Restricted Distribution TOTAL - All rights reserved

From: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Sent: Monday, January 11, 2021 12:03 PM

To: Jeremiah JOHNSON <jeremiah.johnson@total.com>

Subject: RE: Unleased Road ROW - Mt. Tabor Unit, Braylon Unit and Anderson Unit

Good afternoon, Jeremiah.

Below is information on the Anderson Unit, GLO Unit 7483, MF115292:

https://s3.glo.texas.gov/ncu/SCANDOCS/archives_webfiles/arcmaps/webfiles/landgrants/PDFs/1/0/8/6/1086563.pdf

Below is information on the Mt. Tabor Unit, GLO Unit 7176, MF115440:

https://s3.glo.texas.gov/ncu/SCANDOCS/archives_webfiles/arcmaps/webfiles/landgrants/PDFs/1/0/8/7/1087220.pdf

I can't find any records of the State having an interest in a Braylon Unit.

The deadline to get on the February 16th SLB meeting docket is January 22nd.

Thank you,

mb

From: Jeremiah JOHNSON <jeremiah.johnson@total.com>

Sent: Monday, January 11, 2021 11:04 AM

To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>

Subject: [EXTERNAL] Unleased Road ROW - Mt. Tabor Unit, Braylon Unit and Anderson Unit

Good morning,

We plan to drill new wells in the three units mentioned in the subject line of this email. We have identified multiple tracts owned by Tarrant County for which we will need to seek a ROW pooling agreement. As such I am hopeful you may be able to send me your files for each Unit as it pertains to the State owned ROW under lease with TEP.

I anticipate having the pooling agreements drafted in the next week or so and will send them to you for review when they are complete. I will also be speaking with the County to gain their approval on terms for the agreements.

I very much appreciate your help.

Thanks,

Jeremiah Johnson
Senior Landman

EXPLORATION & PRODUCTION

Land Department
Direct: 817-720-1146

Jeremiah.Johnson@total.com



TEP Barnett USA, LLC
301 Commerce St. Ste. 3700
Fort Worth, Texas 76102, USA

www.usa.total.com

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File No. MF 115596

Tarrant County

Buckslip Unit 11881

Date Filed: 6/29/21

George P. Bush, Commissioner
By MB Barnsta

Electronically Recorded

Tarrant County Texas

Official Public Records

1/9/2012 3:42 PM

D212005964

Mary Louise Garcia

PGS 19 \$88.00

Submitter: SIMPLIFILE

This is a Counterpart Original ~~that~~ Declaration of Pooled Unit - Braylon Unit, D211236166, filed in Tarrant County, Texas.

DECLARATION OF POOLED UNIT
BRAYLON UNIT

STATE OF TEXAS)
COUNTY OF TARRANT)

) KNOW ALL PERSONS BY THESE PRESENTS:

) **L0621219**

Electronically Recorded
Chesapeake Operating, Inc.

This Declaration of Pooled Unit is executed to be effective as of September 26, 2011 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 **390.2568 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 a 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 "**Braylon Unit.**"

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

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

*AMP
SLO
OKS
CMA*

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

By: _____
Name: Fabien Colinet Daaga
Title: Vice President, Business Development & Strategy

OKR

Glencrest Resources, L.L.C.

By: _____
Name:
Title:

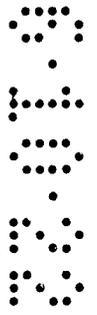
Quicksilver Resources, Inc.

By: _____
Clay Blum – Vice President

*cmg
cud*

Vantage Fort Worth Energy, L.L.C.

By: _____
C. Barry Osborne, Attorney-In-Fact

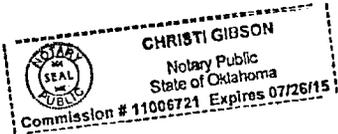


ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 22ND day of SEPT., 2011, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., on behalf of said limited liability company.

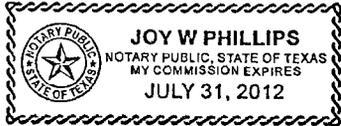
Christi Gibson
Notary Public



STATE OF TEXAS)
) §
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 2 day of December, 2011, by Sahen Colmut Nag, Vice President Business Development & Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and on behalf of such corporation.

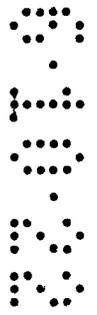
Joy W Phillips
Notary Public in and for the State of Texas



STATE OF TEXAS)
) §
COUNTY OF _____)

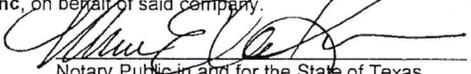
This instrument was acknowledged before me on this _____ day of _____, 2011, by _____ of Glencrest Resources, LLC, on behalf of said company.

Notary Public in and for the State of Texas



STATE OF TEXAS)
) §
COUNTY OF TARRANT)

This instrument was acknowledged before me on this 12th day of December, 2011, by Clay Blum, Vice President of **Quicksilver Resources, Inc.**, on behalf of said company.



Notary Public in and for the State of Texas



STATE OF TEXAS)
) §
COUNTY OF TARRANT)

This instrument was acknowledged before me on this ____ day of _____, 2011, by C. C. Barry Osborne, Attorney-in-Fact, of **Vantage Fort Worth Energy, L.L.C.**, on behalf of said company.

Notary Public in and for the State of Texas

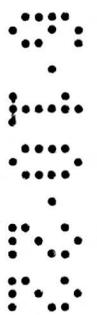
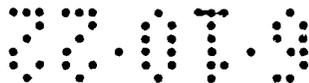


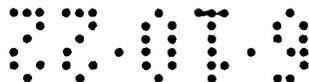
Exhibit "A"

Attached to and made a part of that certain Declaration of Pooled Unit for the Braylon Unit dated the effective date of September 26, 2011.
 Descriptions are, more or less, as described in the following leases insofar and only insofar.

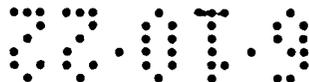
LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0123886-000	ADA M BURKLEY	DALE PROPERTY SERVICES, L.L.C.	5/22/2008	0.185	D208212935
TX0125645-000	ADAM T HOLBERT	DALE PROPERTY SERVICES, L.L.C.	5/29/2008	0.179	D208233287
TX0095396-000	ADOLFO PEREZ	DALE PROPERTY SERVICES, L.L.C.	10/18/2007	1.630	D207380977
TX0062780-000	ADRIAN MARTINEZ	DALE PROPERTY SERVICES, L.L.C.	1/30/2007	0.186	D207073547
TX0151961-000	ALBERT JR & CASSANDRA ODOM	CHESAPEAKE EXPLORATION, L.L.C.	3/26/2011	0.227	D211081165
TX0066257-000	ALCIRA PINEDA	DALE PROPERTY SERVICES, L.L.C.	1/25/2007	0.148	D207110402
TX0141262-000	ALEJANDRO VIEYRA	DALE PROPERTY SERVICES, L.L.C.	10/23/2009	0.208	D209286847
TX0141262-000	ALEJANDRO VIEYRA	DALE PROPERTY SERVICES, L.L.C.	10/23/2009	0.208	D209286847
TX0046608-000	ALFORENCE CROSSLEY	PALOMA BARNETT, L.L.C.	10/18/2007	0.258	D208024414
TX0150183-000	ALFREDO GONZALEZ	CHESAPEAKE EXPLORATION, L.L.C.	1/15/2011	0.228	D211017362
PARTNER LEASE	ALICE BELLO	VANTAGE FORT WORTH ENERGY, L.L.C.	7/28/2010	0.228	D210230723
TX0074514-000	ALICE DOUGLAS	DALE PROPERTY SERVICES, L.L.C.	6/6/2007	0.180	D207206812
TX0057396-000	ALLEN W MCBETH	DALE PROPERTY SERVICES, L.L.C.	1/8/2007	0.271	D207044905
TX0134116-000	AMERISOUTH XXXX LTD	DALE PROPERTY SERVICES, L.L.C.	9/10/2008	4.085	D208361405
TX0094683-000	ANGEL & MARIA MEDRANO	DALE PROPERTY SERVICES, L.L.C.	10/11/2007	0.298	D207376325
TX0056433-000	ANGELIA DENISE MINTER	DALE RESOURCES, L.L.C.	12/15/2006	4.020	D207011473
PARTNER LEASE	ANNIE B. TAYLOR	GLENCREST RESOURCES, L.L.C.	6/20/2008	0.826	D208263397
TX0060215-000	ANNIE L PARKER	DALE RESOURCES, L.L.C.	12/27/2006	0.198	D207057663
TX0046668-000	ANNIE MAE SMITH (DOBSON)	PALOMA BARNETT, L.L.C.	12/18/2007	0.186	D208030461
TX0061128-000	ANNIE R EDWARDS	DALE PROPERTY SERVICES, L.L.C.	12/27/2006	0.190	D207060384
TX0141810-000	ANTHONY W & SODONIA L JOHNSON	DALE PROPERTY SERVICES, L.L.C.	12/7/2009	0.213	D209325684
TX0127741-000	ANTONIO & MARTHA GARCIA LIVNG TRST	DALE PROPERTY SERVICES, L.L.C.	6/23/2008	0.137	D208262439
TX0060486-000	ANTONIO & ROSA GONZALEZ	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.186	D207057705
TX0147653-000	APPROVED HOUSING SOLUTIONS LTD	CHESAPEAKE EXPLORATION, L.L.C.	9/16/2010	0.220	D210234586
TX0141694-000	APPROVED HOUSING SOLUTIONS, LTD	DALE PROPERTY SERVICES, L.L.C.	10/29/2009	0.206	D209295624
TX0058738-000	ARDELIA R EVANS	DALE PROPERTY SERVICES, L.L.C.	1/3/2007	0.165	D207022863
TX0044911-000	ARMANDA & ISABEL RODRIQUEZ	PALOMA BARNETT, L.L.C.	12/28/2007	1.210	D208031786
PARTNER LEASE	ARMANDO & MARIA BARBOZA	GLENCREST RESOURCES, L.L.C.	6/28/2008	0.193	D208303234
PARTNER LEASE	ARNOLD ANCHONDO SR & PEDRO ANCHONDO	QUICKSILVER RESOURCES, INC	3/2/2009	0.904	D209119324
TX0090972-000	ARTENSY MCCARTY	DALE PROPERTY SERVICES, L.L.C.	9/25/2007	0.176	D207351375
TX0090970-000	ARTENSY MCCARTY KHEK	DALE PROPERTY SERVICES, L.L.C.	9/25/2007	0.200	D207351376
TX0114810-000	ARTURO MOLINA	DALE PROPERTY SERVICES, L.L.C.	4/2/2008	0.177	D208122911
TX0088011-000	AUDREY MCCURIN WADE	DALE PROPERTY SERVICES, L.L.C.	8/28/2007	0.182	D207323336
TX0058507-000	BARBARA J SHAW	DALE RESOURCES, L.L.C.	12/23/2006	0.149	D207022667
TX0064901-000	BARBARA WASHINGTON	DALE RESOURCES, L.L.C.	12/12/2006	0.192	D207096118
TX0046884-000	BART L GUTIERREZ	PALOMA BARNETT, L.L.C.	10/4/2007	1.715	D208049243
TX0075837-000	BELINDA KING	DALE PROPERTY SERVICES, L.L.C.	6/2/2007	1.204	D207217610
TX0064942-000	BENITO & ELVA ORTIZ	DALE PROPERTY SERVICES, L.L.C.	2/13/2007	0.401	D207097111
TX0064936-000	BENITO & ELVA ORTIZ	DALE PROPERTY SERVICES, L.L.C.	2/13/2007	0.401	D207097109
TX0055689-000	BERNICE M & ZONIA MINTER	DALE RESOURCES, L.L.C.	12/13/2006	0.516	D207020907



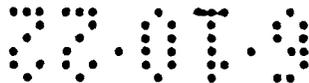
LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0150851-000	BETTY HARRIS	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	0.209	D211042894
TX0061126-000	BETTY INGRAM	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.219	D207060592
TX0153514-000	BETTY LEE GANT	CHESAPEAKE EXPLORATION, L.L.C.	6/7/2011	0.250	D211137071
TX0079745-000	BETTY PONDS	DALE PROPERTY SERVICES, L.L.C.	7/20/2007	0.187	D207263367
TX0065599-000	BEVERLY D NEWTON	DALE PROPERTY SERVICES, L.L.C.	12/18/2006	0.192	D207085296
TX1000022-000	BIDAL JR & REFUGIA JIMENEZ	CHESAPEAKE EXPLORATION, L.L.C.	1/11/2011	0.827	D211034131
TX0079947-000	BILLY & BETTIE LEMONS	DALE PROPERTY SERVICES, L.L.C.	4/17/2007	0.186	D207264800
TX0143252-000	BILLY F & PATRICIA ANN WALLACE	DALE PROPERTY SERVICES, L.L.C.	3/5/2010	0.186	D210055762
TX0078025-000	BILLY RAY & BETTY J. HALL	DALE PROPERTY SERVICES, L.L.C.	7/3/2007	0.185	D207245706
TX0058733-000	BIRDA M TURNER	DALE PROPERTY SERVICES, L.L.C.	1/5/2007	0.177	D207048713
TX0086167-000	BOBBIE J MCKINNEY	DALE PROPERTY SERVICES, L.L.C.	8/22/2007	0.231	D207307234
TX0141255-000	BOBBIE JEAN JACKSON	DALE PROPERTY SERVICES, L.L.C.	10/22/2009	0.186	D209286840
TX0064476-000	BOBBY & ESTELLA GAITHER	DALE PROPERTY SERVICES, L.L.C.	2/13/2007	0.137	D207092486
TX0058027-000	BOBBY JOE HENRY	DALE PROPERTY SERVICES, L.L.C.	1/20/2007	0.192	D207047641
TX0059113-000	BOBBY RAY MORROW	DALE PROPERTY SERVICES, L.L.C.	1/15/2007	0.181	D207043571
TX0047165-000	BRADY JR & DINNIE R GUINYARD	PALOMA BARNETT, L.L.C.	12/26/2007	0.186	D208061333
TX0139356-000	BRIAN WHITE	DALE PROPERTY SERVICES, L.L.C.	6/12/2009	0.238	D209164376
TX0153917-000	BRUCE TERRY	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152218
TX0070486-000	BULMARO MONTOYA & LIDIA ESMERELDA	DALE PROPERTY SERVICES, L.L.C.	4/19/2007	0.177	D207149553
TX0057273-000	C A & DORRIS LISTER	DALE RESOURCES, L.L.C.	12/26/2006	0.188	D207044898
TX0047698-000	CARLETTE ELDER	PALOMA BARNETT, L.L.C.	1/9/2008	0.186	D208066004
TX0055495-000	CARLTON NEWMAN	DALE RESOURCES, L.L.C.	12/21/2006	0.282	D207028655
TX0059176-000	CARLTON NEWMAN	DALE RESOURCES, L.L.C.	12/21/2006	0.815	D207025667
TX0132922-000	CARMEN RIVERA AND RAMON	DALE PROPERTY SERVICES, L.L.C.	8/21/2008	0.353	D208339439
TX0141514-000	CAROLYN DEGROOT	DALE PROPERTY SERVICES, L.L.C.	11/9/2009	0.803	D209304145
TX0153918-000	CAROLYN TENNISON	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152219
TX0056557-000	CASIE M WILLIAMS	DALE RESOURCES, L.L.C.	12/18/2006	0.165	D207011539
TX0063554-000	CATHERINE F JONES	DALE PROPERTY SERVICES, L.L.C.	1/25/2007	0.165	D207086088
PARTNER LEASE	CATHY WATKINS	GLENCREST RESOURCES, L.L.C.	5/13/2008	0.185	D208184105
TX0051414-000	CÉCIL & GLORIA MASSINGTON	DALE RESOURCES, L.L.C.	11/20/2006	2.451	D206407263
TX0052591-000	CÉCIL & SARAH JOHNSON	DALE RESOURCES, L.L.C.	11/17/2006	0.227	D206398550
TX0141617-000	CELESTINE HARRIS SHEPHARD	DALE PROPERTY SERVICES, L.L.C.	11/19/2009	0.245	D209309683
TX0092922-000	CHARLENE BABERS & LIZZY CAREY	DALE PROPERTY SERVICES, L.L.C.	9/6/2007	0.178	D207364643
TX0057324-000	CHARLENE WILLIAMS	DALE PROPERTY SERVICES, L.L.C.	1/16/2007	0.149	D207044901
TX0071757-000	CHARLES & ALMA MCCUREN	DALE PROPERTY SERVICES, L.L.C.	2/14/2007	0.165	D207166270
TX0150072-000	CHARLES & FRAN NEAGLE	CHESAPEAKE EXPLORATION, L.L.C.	12/10/2010	1.673	D211013382
TX0116944-000	CHARLES E GULLEY, SR & LAURA F	DALE PROPERTY SERVICES, L.L.C.	4/9/2008	0.814	D208142671
TX0044614-000	CHARLES E RICHARDSON	PALOMA BARNETT, L.L.C.	12/18/2007	0.185	D208030728
TX0071721-000	CHARLES O. & ALMA J. PAYNE	DALE PROPERTY SERVICES, L.L.C.	2/6/2007	0.179	D207170245
TX0063103-000	CHARLESETTA ALLEN	DALE PROPERTY SERVICES, L.L.C.	1/9/2007	0.179	D207082759
TX0076755-000	CHARLIE J CHRISTOPHER	DALE PROPERTY SERVICES, L.L.C.	3/2/2007	0.789	D207154683
TX0082576-000	CHARLIE RAY SMITH	DALE PROPERTY SERVICES, L.L.C.	7/20/2007	0.186	D207283812
TX0139034-000	CHARLIE T SLAUGHTER	DALE PROPERTY SERVICES, L.L.C.	5/15/2009	0.172	D209143099



LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0068182-000	CHARLOTTE ANN COAXUM BROOKS	DALE PROPERTY SERVICES, L.L.C.	3/27/2007	0.803	D207129901
TX0082524-000	CHRISTINE ADAMS	DALE PROPERTY SERVICES, L.L.C.	8/2/2007	0.180	D207284457
TX0125655-000	CHRISTINE BUSBY	DALE PROPERTY SERVICES, L.L.C.	6/13/2008	0.182	D208235315
TX0154463-000	CHRISTOPHER TERRY	CHESAPEAKE EXPLORATION, L.L.C.	6/22/2011	0.279	D211176573
TX0150078-000	CIRO CHAVEZ	CHESAPEAKE EXPLORATION, L.L.C.	1/10/2011	0.919	D211013414
PARTNER LEASE	CITY OF FORT WORTH	QUICKSILVER RESOURCES, INC	9/16/2009	0.818	D209260713
TX0147780-000	CITY OF FORT WORTH	DALE PROPERTY SERVICES PENN L.L.C.	9/8/2010	0.867	D210235851
TX0462779-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, L.L.C.	5/3/2010	3.000	D210123281
TX0136565-000	CLARANCE JAMES JOHNSON JR	DALE PROPERTY SERVICES, L.L.C.	12/19/2008	0.803	D209008443
TX0136564-000	CLARANCE JAMES JOHNSON JR	DALE PROPERTY SERVICES, L.L.C.	12/19/2008	0.208	D209008442
TX0092957-000	CLARENCE REYNOLDS JR.	DALE PROPERTY SERVICES, L.L.C.	10/1/2007	1.518	D207364646
TX0055737-000	CLAUDIA NICKERSON	DALE RESOURCES, L.L.C.	12/26/2006	0.163	D207022696
PARTNER LEASE	CLEVELAND & DOROTHY FRANKLIN	GLENCREST RESOURCES, L.L.C.	5/24/2008	0.186	D208250101
TX0071377-000	CUBIE L NICKERSON	DALE PROPERTY SERVICES, L.L.C.	1/30/2007	0.727	D207166248
TX0097562-000	CULLEN DAVIS	DALE PROPERTY SERVICES, L.L.C.	10/15/2007	0.181	D207394233
TX0127457-000	DAN & DIANE WALLACE	DALE PROPERTY SERVICES, L.L.C.	6/16/2008	0.186	D208261311
TX0044635-000	DANA PATRICE WILLIAMS	PALOMA BARNETT, L.L.C.	10/11/2007	1.629	D208030748
TX0116862-000	DARTHA GRAY	DALE PROPERTY SERVICES, L.L.C.	4/3/2008	0.197	D208142660
TX0058279-000	DAVID & N L SMITH	DALE PROPERTY SERVICES, L.L.C.	1/13/2007	0.181	D207048694
TX0091083-000	DAVID LEGAN	DALE PROPERTY SERVICES, L.L.C.	9/28/2007	0.175	D207351381
TX0104320-000	DAVID M & PAULA J POST	DALE PROPERTY SERVICES, L.L.C.	12/6/2007	0.174	D208001665
TX0056036-000	DAVID R SMITH	DALE PROPERTY SERVICES, L.L.C.	1/2/2007	0.149	D207022708
TX0058057-000	DELOIS LEONARD	DALE PROPERTY SERVICES, L.L.C.	1/18/2007	0.186	D207047646
TX0059649-000	DELOIS SPENCER	DALE RESOURCES, L.L.C.	12/13/2006	0.186	D207055250
TX0147933-000	DENNIS & EVA DUNKINS	CHESAPEAKE EXPLORATION, L.L.C.	9/23/2010	0.220	D210245156
TX0137545-000	DENNIS L, II & FLORA Y DUNKINS	DALE PROPERTY SERVICES, L.L.C.	2/25/2009	1.654	D209063874
TX0065456-000	DIANE KELLOUGH	DALE PROPERTY SERVICES, L.L.C.	3/8/2007	0.176	D207102273
TX0122530-000	DIANNE THOMPSON	DALE PROPERTY SERVICES, L.L.C.	4/23/2008	0.186	D208200575
TX0078570-000	DOLORES K DAVIS	DALE RESOURCES, L.L.C.	12/22/2006	0.166	D207024223
TX0044591-000	DOLORES M HENDERSON	PALOMA BARNETT, L.L.C.	12/18/2007	0.196	D208030462
TX0078825-000	DONALD CLARK	DALE PROPERTY SERVICES, L.L.C.	7/16/2007	0.908	D207255235
TX0057912-000	DOROTHY & HENRY BUSCH	DALE RESOURCES, L.L.C.	12/20/2006	1.156	D207047628
TX0057482-000	DOROTHY BROWN DEVELROW	DALE PROPERTY SERVICES, L.L.C.	1/25/2007	0.183	D207044911
TX0055748-000	DOROTHY F NICKLES	DALE RESOURCES, L.L.C.	12/26/2006	0.179	D207022684
TX0071162-000	DOROTHY JOE BONNER	DALE RESOURCES, L.L.C.	12/15/2006	0.165	D207161834
TX0057565-000	DOROTHY M CARTER	DALE RESOURCES, L.L.C.	12/11/2006	0.180	D207041960
TX0063143-000	DOROTHY MATHIS	DALE PROPERTY SERVICES, L.L.C.	2/8/2007	0.210	D207082475
TX0059591-000	DOROTHY R JACOBS	DALE PROPERTY SERVICES, L.L.C.	1/30/2007	0.179	D207054226
PARTNER LEASE	DOUGLAS & ADA WHITAKER	VANTAGE FORT WORTH ENERGY, L.L.C.	7/22/2010	0.241	D211019438
TX0064482-000	EARNEST & RUTH BOONE	DALE PROPERTY SERVICES, L.L.C.	11/17/2006	0.803	D207092481
TX0064483-000	EARNEST & RUTH BOONE	DALE PROPERTY SERVICES, L.L.C.	11/17/2006	0.401	D207092480
TX0064481-000	EARNEST & RUTH BOONE	DALE PROPERTY SERVICES, L.L.C.	11/17/2006	0.401	D207092482
TX0104965-000	EASTLAND STREET CHURCH OF CHRIST	DALE PROPERTY SERVICES, L.L.C.	11/11/2007	3.740	D208006946



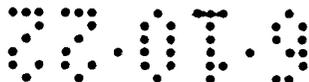
LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0077414-000	EDDIE & LILA CHAPA	DALE PROPERTY SERVICES, L.L.C.	1/29/2007	1.588	D207241749
TX0132540-000	EDDIE MILLER & RALPH MILLER	DALE PROPERTY SERVICES, L.L.C.	8/18/2008	0.183	D208333088
PARTNER LEASE	EDDIE PEARL MITCHELL	VANTAGE FORT WORTH ENERGY, L.L.C.	7/22/2010	0.220	D210235126
TX0136570-000	EDLEMANN & COHEN INC	DALE PROPERTY SERVICES, L.L.C.	1/7/2009	0.401	D209008448
TX0071369-000	EDMOND PRENTICE & DORIS HOLZINGER	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	0.181	D207166244
TX0075758-000	EFRAN C LEYVA	DALE PROPERTY SERVICES, L.L.C.	6/1/2007	0.180	D207220285
TX0110953-000	ELAINA PEREZ	DALE PROPERTY SERVICES, L.L.C.	2/21/2008	0.704	D208070620
PARTNER LEASE	ELIJAH RANSOM	GLENCREST RESOURCES, L.L.C.	6/7/2008	0.189	D208259752
TX0068865-000	ELISA S ROCHA	DALE PROPERTY SERVICES, L.L.C.	2/23/2007	0.149	D207132875
PARTNER LEASE	ELIZABETH THOMAS	VANTAGE FORT WORTH ENERGY, L.L.C.	7/27/2010	0.219	D210230725
TX0057322-000	ELLA FAY JENNINGS	DALE PROPERTY SERVICES, L.L.C.	12/19/2006	0.181	D207041943
TX0153912-000	ELLIA WATSON	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152215
TX0063436-000	EMERSON SIMPSON	DALE PROPERTY SERVICES, L.L.C.	2/6/2007	0.197	D207086082
PARTNER LEASE	EMMA OWENS	GLENCREST RESOURCES, L.L.C.	5/12/2008	0.289	D208227713
PARTNER LEASE	EMMA OWNES & SALLY BROWN	GLENCREST RESOURCES, L.L.C.	5/13/2008	0.289	D208292121
TX0148803-000	ENRIQUE ALACALA	CHESAPEAKE EXPLORATION, L.L.C.	11/2/2010	0.227	D210278189
TX0063134-000	ERMA LEE LOGGINS	DALE RESOURCES, L.L.C.	12/11/2006	0.179	D207085944
TX0065604-000	ERNEST & ARMMIE WOODARD	DALE PROPERTY SERVICES, L.L.C.	1/9/2007	0.204	D207085294
TX0045284-000	ERNEST & JO ANN THOMAS	PALOMA BARNETT, L.L.C.	12/3/2007	3.204	D208033272
TX0064470-000	ESPIE & MARVA H. BAILEY	DALE PROPERTY SERVICES, L.L.C.	1/9/2007	0.176	D207092470
TX0149300-000	ESSLINGER INVESTMENTS III, LLC	CHESAPEAKE EXPLORATION, L.L.C.	11/22/2010	0.271	D210297687
TX0082509-000	ESTEBAN DEVELOPMENT CORPORATION	DALE PROPERTY SERVICES, L.L.C.	8/2/2007	0.179	D207284455
TX0139477-000	ETTA STEVENSON	DALE PROPERTY SERVICES, L.L.C.	6/22/2009	0.241	D209174408
TX0054908-000	EUNICE C MIDDLEBROOK	DALE RESOURCES, L.L.C.	12/11/2006	0.151	D207018316
TX0056591-000	EVA LOUISE DAVIS	DALE RESOURCES, L.L.C.	12/15/2006	0.203	D207011659
TX0048164-000	EVA YVONNE SPENCER	PALOMA BARNETT, L.L.C.	10/8/2007	0.143	D208073368
TX0063136-000	EVELYN & CHARLES JACKSON	DALE PROPERTY SERVICES, L.L.C.	1/5/2007	0.151	D207085943
TX0074890-000	EVELYN MARIE BROWN	DALE PROPERTY SERVICES, L.L.C.	6/15/2007	0.179	D207213444
TX0065499-000	EVELYN R AMES	DALE PROPERTY SERVICES, L.L.C.	2/6/2007	0.149	D207102258
TX0142169-000	EVYAN RENEE OSBORNE	DALE PROPERTY SERVICES, L.L.C.	12/29/2009	0.160	D210012023
TX0076230-000	FANNIE M JOHNSON	DALE PROPERTY SERVICES, L.L.C.	6/14/2007	0.175	D207225829
TX0132567-000	FATMA KHATIB	DALE PROPERTY SERVICES, L.L.C.	8/12/2008	0.241	D208333063
TX0144342-000	FOREST HILLS MISSION BAP CHRCH	DALE PROPERTY SERVICES, L.L.C.	4/22/2010	0.803	D210098159
TX0144404-000	FOREST HILLS MISSION BAP CHRCH	DALE PROPERTY SERVICES, L.L.C.	4/22/2010	1.840	D210099237
TX0469707-000	FORT WORTH HOUSING FINANCE CORPORATION	CHESAPEAKE EXPLORATION, L.L.C.	1/10/2011	2.035	D211071559
TX0420783-000	FORT WORTH INDEPENDENT SCHOOL DISTRICT	CHESAPEAKE EXPLORATION, L.L.C.	6/8/2011	7.947	D211160694
TX0148035-000	FRANCES CAROLYN DORSEY ESTATE	CHESAPEAKE EXPLORATION, L.L.C.	9/25/2010	0.815	D210249144
TX0114615-000	FRANCISCO J PARRA	DALE PROPERTY SERVICES, L.L.C.	3/16/2008	0.179	D208119777
TX0061116-000	FREDDIE & HILDRED NORMAN	DALE PROPERTY SERVICES, L.L.C.	1/12/2007	0.230	D207062467
TX0064690-000	FREDERICK HAIR	DALE PROPERTY SERVICES, L.L.C.	3/2/2007	0.273	D207096019
TX0150071-000	FREEDOM BAPTIST CHURCH	CHESAPEAKE EXPLORATION, L.L.C.	1/10/2011	1.078	D211013381
TX0118691-000	FWM PROPERTIES LLC	DALE PROPERTY SERVICES, L.L.C.	5/6/2008	2.710	D208169533
TX0057429-000	G D & DORIS J VALENTINE	DALE PROPERTY SERVICES, L.L.C.	1/27/2007	0.916	D207044907



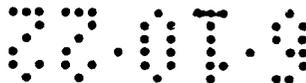
LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0047736-000	GALE MCDANIEL	PALOMA BARNETT, L.L.C.	12/31/2007	0.149	D208066042
TX0080807-000	GARY T KNOTTS	DALE PROPERTY SERVICES, L.L.C.	2/9/2007	0.817	D207276424
TX0133982-000	GEORGE & ALICE MONTGOMERY	DALE PROPERTY SERVICES, L.L.C.	8/31/2008	0.229	D208358858
TX0060897-000	GEORGE E TENNISON	DALE PROPERTY SERVICES, L.L.C.	1/8/2007	0.192	D207060611
TX0148156-000	GERALDINE THOMAS & DIANA ROEHL	CHESAPEAKE EXPLORATION, L.L.C.	10/1/2010	0.227	D210255126
TX0067244-000	GERMAN GARCIA & GLORIA GRIJALVA	DALE PROPERTY SERVICES, L.L.C.	3/14/2007	0.413	D207119427
TX0064710-000	GERRY L. GREENE	DALE PROPERTY SERVICES, L.L.C.	3/2/2007	0.273	D207096010
TX0092713-000	GLADYS J. LILLY	DALE PROPERTY SERVICES, L.L.C.	9/6/2007	0.179	D207361654
TX0092717-000	GLADYS J. LILLY	DALE PROPERTY SERVICES, L.L.C.	9/6/2007	0.179	D207361650
TX0092716-000	GLADYS J. LILLY	DALE PROPERTY SERVICES, L.L.C.	9/6/2007	0.172	D207361651
TX0092734-000	GLADYS J. LILLY	DALE PROPERTY SERVICES, L.L.C.	9/6/2007	0.165	D207361660
TX0153908-000	GLADYS JENKINS	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152211
TX0055986-000	GLEND A F PERRY	DALE RESOURCES, L.L.C.	12/22/2006	0.177	D207022851
TX0067398-000	GLORIA D TURNER GARDNER	DALE PROPERTY SERVICES, L.L.C.	2/26/2007	0.201	D207119430
TX0138529-000	GLORIA H CLARK	DALE PROPERTY SERVICES, L.L.C.	4/17/2009	0.555	D209111295
TX0138528-000	GLORIA H CLARK	DALE PROPERTY SERVICES, L.L.C.	4/17/2009	0.329	D209111294
TX0138530-000	GLORIA H CLARK	DALE PROPERTY SERVICES, L.L.C.	4/17/2009	0.187	D209111296
TX0138917-000	GLORIA J SMITH	DALE PROPERTY SERVICES, L.L.C.	5/14/2009	0.182	D209138839
TX0057942-000	GLORIA N CARTER	DALE RESOURCES, L.L.C.	12/18/2006	0.229	D207047632
TX0480108-000	GOLDEN GATE CHURCH OF GOD	PALOMA BARNETT, L.L.C.	12/7/2007	0.741	D208085849
TX0080557-000	GRACE TEMPLE SEVENTH DAY ADVEN	DALE PROPERTY SERVICES, L.L.C.	7/10/2007	9.824	D207273904
TX0071615-000	GREATER MISSIONARY CHURCH	DALE PROPERTY SERVICES, L.L.C.	3/21/2007	0.165	D207167631
TX0074603-000	GREATER MISSIONARY CHURCH	DALE PROPERTY SERVICES, L.L.C.	3/21/2007	0.684	D207206863
TX0074045-000	GREATER MISSIONARY CHURCH	DALE PROPERTY SERVICES, L.L.C.	3/21/2007	0.684	D207197194
PARTNER LEASE	GUSTAVO AGUILAR	VANTAGE FORT WORTH ENERGY, L.L.C.	9/21/2010	0.238	D210268111
TX0116871-000	HAYMON MITCHELL	DALE PROPERTY SERVICES, L.L.C.	4/14/2008	0.803	D208141605
TX0138403-000	HECTOR HINAJOSA & MARIA MONTES	DALE PROPERTY SERVICES, L.L.C.	4/3/2009	1.190	D209105025
TX0060657-000	HELEN WILLIS	DALE PROPERTY SERVICES, L.L.C.	1/26/2007	0.181	D207060046
TX0056073-000	HENRIETT STEVENSON	DALE RESOURCES, L.L.C.	12/20/2006	0.187	D207022543
TX0063712-000	HENRY & DOROTHY BUSCH	DALE PROPERTY SERVICES, L.L.C.	12/20/2006	0.792	D207089492
TX0055850-000	HENRY & DOROTHY BUSCH	DALE RESOURCES, L.L.C.	12/20/2006	0.792	D207034417
TX0056633-000	HENRY & DOROTHY BUSCH	DALE RESOURCES, L.L.C.	12/20/2006	0.165	D207030843
TX0063700-000	HENRY & DOROTHY BUSCH	DALE RESOURCES, L.L.C.	12/20/2006	0.803	D207089500
TX0063711-000	HENRY & DOROTHY BUSCH	DALE RESOURCES, L.L.C.	12/20/2006	0.803	D207089493
TX0057575-000	HENRY & DOROTHY BUSCH	DALE RESOURCES, L.L.C.	12/28/2006	0.555	D207041961
TX0058520-000	HENRY & DOROTHY BUSCH	DALE RESOURCES, L.L.C.	12/20/2006	0.482	D207034421
TX0048851-000	HENRY CRISS	PALOMA BARNETT, L.L.C.	12/31/2007	0.186	D208096615
TX0059017-000	HILLMAN E SADLER, JR	DALE RESOURCES, L.L.C.	12/19/2006	0.181	D207018260
TX0048472-000	HOSEA & JOE ANN WASHINGTON	PALOMA BARNETT, L.L.C.	12/18/2007	0.178	D208085478
TX0091153-000	HOSIE & ZELMA BELL	DALE PROPERTY SERVICES, L.L.C.	3/17/2007	0.458	D207352757
TX0071177-000	HUBERT & LINDA SMILEY	DALE PROPERTY SERVICES, L.L.C.	1/29/2007	0.195	D207161831
PARTNER LEASE	IDA B. PAYTON	GLENCREST RESOURCES, L.L.C.	7/20/2008	0.185	D208367369
TX0080520-000	IDA M HALIBURTON	DALE RESOURCES, L.L.C.	12/19/2006	0.180	D207270897



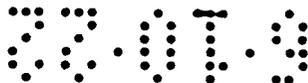
LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0067111-000	INEZ SNEED	DALE PROPERTY SERVICES, L.L.C.	1/26/2007	0.149	D207117839
TX0088110-000	IRA NELL EVANS	DALE PROPERTY SERVICES, L.L.C.	8/14/2007	0.155	D207312549
TX0061426-000	ISAIAS & ALICE GARCIA	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.408	D207066082
TX0060596-000	ISAIAS A & ALICE GARCIA	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.409	D207060053
TX0060437-000	ISAIAS A & ALICE GARCIA	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.201	D207057693
TX0060607-000	ISAIAS A & ALICE GARCIA	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.408	D207060052
TX0058232-000	ISMAEL & MARIA ALANIZ	DALE PROPERTY SERVICES, L.L.C.	1/29/2007	3.214	D207048701
TX0070327-000	IVALUE ROBINSON	DALE PROPERTY SERVICES, L.L.C.	3/2/2007	0.149	D207152536
TX0151666-000	J JESUS MUNOZ	CHESAPEAKE EXPLORATION, L.L.C.	3/14/2011	0.239	D211066578
TX0062292-000	J.B. MCGINTY JR	DALE PROPERTY SERVICES, L.L.C.	2/8/2007	0.188	D207076348
TX0062297-000	J.B. MCGINTY JR	DALE PROPERTY SERVICES, L.L.C.	2/8/2007	0.803	D207076345
TX0062298-000	J.B. MCGINTY JR	DALE PROPERTY SERVICES, L.L.C.	2/8/2007	0.803	D207076344
TX0062294-000	J.B. MCGINTY JR	DALE PROPERTY SERVICES, L.L.C.	2/8/2007	0.401	D207076347
TX0062290-000	J.B. MCGINTY JR	DALE PROPERTY SERVICES, L.L.C.	2/8/2007	0.401	D207076349
TX0063089-000	J.D. & BRENDA DECKARD	DALE PROPERTY SERVICES, L.L.C.	1/19/2007	0.183	D207082762
TX0139139-000	JACQUELYN & IRA SPRIGGS	DALE PROPERTY SERVICES, L.L.C.	6/1/2009	0.233	D209154004
TX0122485-000	JACQUELYN FAYE CORLEY	DALE PROPERTY SERVICES, L.L.C.	4/23/2008	0.186	D208200568
TX0140517-000	JAIME A MARTINEZ	DALE PROPERTY SERVICES, L.L.C.	9/2/2009	0.268	D209251155
PARTNER LEASE	JAME R. BROWN	QUICKSILVER RESOURCES, INC	3/2/2009	0.904	D209166518
TX0050988-000	JAMES & ALICE GRAYS	DALE RESOURCES, L.L.C.	11/20/2006	0.114	D206387983
TX0061409-000	JAMES & JOYCE BAKER	DALE PROPERTY SERVICES, L.L.C.	1/13/2007	0.181	D207066088
TX0058385-000	JAMES & KATHERINE ROLLA	DALE PROPERTY SERVICES, L.L.C.	1/8/2007	0.177	D207048251
TX0149273-000	JAMES & MARGARET GRANT	CHESAPEAKE EXPLORATION, L.L.C.	11/29/2010	0.271	D210296917
TX0075830-000	JAMES BYRON CHRISTOPHER	DALE PROPERTY SERVICES, L.L.C.	6/2/2007	1.204	D207217331
TX0068580-000	JAMES C & ODESSA P ATTAWAY	DALE PROPERTY SERVICES, L.L.C.	4/3/2007	0.206	D207133208
TX0075551-000	JAMES CHRISTOPHER	DALE PROPERTY SERVICES, L.L.C.	6/2/2007	1.204	D207217609
TX0141761-000	JAMES E THOMAS	DALE PROPERTY SERVICES, L.L.C.	11/23/2009	1.600	D209323913
TX0144183-000	JAMES H, SR & VERNA J ROSS	DALE PROPERTY SERVICES, L.L.C.	4/10/2010	0.180	D210089994
TX0153907-000	JAMES JENKINS	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152210
TX0137445-000	JAMES K & DORIS K CORTEZ	DALE PROPERTY SERVICES, L.L.C.	2/27/2009	0.171	D209059597
TX0143339-000	JAMES O'NEIL FERRELL	DALE PROPERTY SERVICES, L.L.C.	3/11/2010	0.803	D210058722
TX0141481-000	JAMES R & DONNA WEBB	DALE PROPERTY SERVICES, L.L.C.	11/9/2009	0.186	D209298141
TX0139782-000	JAMES T HOWARD	DALE PROPERTY SERVICES, L.L.C.	7/13/2009	0.182	D209193738
TX0047645-000	JAMES W & MARY N WYNN	PALOMA BARNETT, L.L.C.	12/27/2007	0.186	D208112637
TX0051604-000	JAMES W MINTER, SR	DALE RESOURCES, L.L.C.	12/18/2006	0.289	D207004233
TX0060196-000	JAMES WOODS	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.815	D207057657
TX0051347-000	JANICE F JIMISON	DALE RESOURCES, L.L.C.	11/20/2006	0.151	D206405405
TX0065298-000	JANICE M HANFORD & CHASITY ROBINSON	DALE PROPERTY SERVICES, L.L.C.	2/13/2007	0.215	D207076751
TX0074286-000	JANICE MYLIUS	DALE PROPERTY SERVICES, L.L.C.	6/6/2007	0.179	D207207060
TX0142026-000	JASON SEAWOOD	DALE PROPERTY SERVICES, L.L.C.	12/28/2009	0.803	D210000926
TX0142027-000	JASON SEAWOOD	DALE PROPERTY SERVICES, L.L.C.	12/28/2009	0.401	D210000927
TX0067359-000	JAVIER Y FLORES & IMELDA MERCADO	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.172	D207119181
TX0074945-000	JAVIER Y. FLORES & IMELDA MERCADO	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.401	D207216888



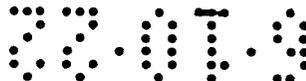
LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0048142-000	JAY ANTHONY NEWMAN	PALOMA BARNETT, L.L.C.	10/26/2007	2.666	D208072655
TX0065602-000	JD & MARY F DOWNS	DALE PROPERTY SERVICES, L.L.C.	12/23/2006	0.176	D207085295
TX0103184-000	JEANETTE STEWART MATTHEWS	DALE PROPERTY SERVICES, L.L.C.	12/14/2007	0.223	D207451634
TX0138158-000	JEANNE DOOGS	DALE PROPERTY SERVICES, L.L.C.	3/19/2009	0.258	D209093427
PARTNER LEASE	JEFFERSON DAVIS JR & DERALYN R. DAVIS	VANTAGE FORT WORTH ENERGY, L.L.C.	7/28/2010	0.546	D210232459
TX0140783-000	JERRY C JENKINS FARRIS	DALE PROPERTY SERVICES, L.L.C.	9/21/2009	0.190	D209262120
TX0140884-000	JERRY D PIERCE	DALE PROPERTY SERVICES, L.L.C.	9/30/2009	0.322	D209265153
TX0149274-000	JIMMIE & MARY LUCILLE STARR	CHESAPEAKE EXPLORATION, L.L.C.	11/26/2010	0.233	D210296918
TX0058267-000	JIMMY L & MILDRED D RUSSELL	DALE RESOURCES, L.L.C.	12/15/2006	0.186	D207018487
TX0055509-000	JIMMY LEE & JOYCE M GEORGE	DALE RESOURCES, L.L.C.	12/22/2006	0.137	D207028653
TX0122512-000	JIMMY RAY MITCHELL	DALE PROPERTY SERVICES, L.L.C.	4/23/2008	0.186	D208200570
TX0114233-000	JOAN H GRIFFIN GUILLORY	DALE PROPERTY SERVICES, L.L.C.	3/21/2008	0.183	D208107956
PARTNER LEASE	JOE A JACKSON	GLENCREST RESOURCES, L.L.C.	5/13/2008	0.289	D208292134
TX0069537-000	JOE E & ELIZA STRONG	DALE PROPERTY SERVICES, L.L.C.	1/4/2007	0.235	D207142050
TX0139221-000	JOE HOWARD	DALE PROPERTY SERVICES, L.L.C.	6/8/2009	0.200	D209159298
TX0130250-000	JOEL & VERONICA ZETINA	DALE PROPERTY SERVICES, L.L.C.	7/22/2008	0.201	D208293555
TX0076269-000	JOHN & BETTY STARLING	DALE PROPERTY SERVICES, L.L.C.	5/7/2007	0.165	D207225839
TX0060481-000	JOHN & DARLENE BROWN	DALE PROPERTY SERVICES, L.L.C.	2/3/2007	0.176	D207057704
TX0073865-000	JOHN & GWENDOLYN GRAY	DALE PROPERTY SERVICES, L.L.C.	5/21/2007	0.815	D207197033
TX0147841-000	JOHN MCNEELY	CHESAPEAKE EXPLORATION, L.L.C.	9/15/2010	0.231	D210234405
TX0122517-000	JOHN THOMAS ANDERSON	DALE PROPERTY SERVICES, L.L.C.	4/23/2008	0.186	D208200571
PARTNER LEASE	JOHNNIE & DINNIE TURPEN	GLENCREST RESOURCES, L.L.C.	6/2/2008	0.204	D208275868
TX0086216-000	JOHNNIE & MARION STEPTOE	DALE PROPERTY SERVICES, L.L.C.	1/6/2007	0.168	D207278175
PARTNER LEASE	JOHNNIE JR & MARY R. DUNCAN	VANTAGE FORT WORTH ENERGY, L.L.C.	8/23/2010	0.196	D210232475
TX0056529-000	JOHNNIE LEE & ETTA GARRETT	DALE PROPERTY SERVICES, L.L.C.	1/4/2007	0.179	D207033880
TX0061421-000	JOHNNIE MENETTA & MARION STEPTOE	DALE PROPERTY SERVICES, L.L.C.	1/6/2007	0.181	D207066077
TX0153905-000	JOHNNIE MILEDGE	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152208
TX0058307-000	JOLDEN & PEARLIE M JONES	DALE RESOURCES, L.L.C.	12/19/2006	0.180	D207018262
TX0060349-000	JOSE A & IRENE ESPINOSA	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	0.177	D207057682
TX0045659-000	JOSE ANGEL VILLAFUERTE	PALOMA BARNETT, L.L.C.	12/17/2007	0.840	D208030719
TX0075118-000	JOSE E & FRANCISCA RODRIGUEZ & LOUIS C S	DALE PROPERTY SERVICES, L.L.C.	6/6/2007	2.500	D207218694
TX0059605-000	JOSE LUIS MURILLO	DALE PROPERTY SERVICES, L.L.C.	1/25/2007	0.762	D207055236
TX0139917-000	JOSEPHINE LEADBETTER	DALE PROPERTY SERVICES, L.L.C.	7/21/2009	0.200	D209202552
TX0078625-000	JOYCE S CAUTHEN	DALE RESOURCES, L.L.C.	12/22/2006	0.181	D207024222
TX0047869-000	JOYCE WILSON SCALES	PALOMA BARNETT, L.L.C.	1/10/2008	0.166	D208110582
TX0065209-000	JUAN C CASTRO	DALE PROPERTY SERVICES, L.L.C.	3/10/2007	0.291	D207099740
TX0076215-000	JUANITA YATES	DALE PROPERTY SERVICES, L.L.C.	6/14/2007	0.182	D207225816
TX0122526-000	JULIA KAY LEWIS-RUSSELL	DALE PROPERTY SERVICES, L.L.C.	4/23/2008	0.186	D208200574
TX0058575-000	JULIETTE OVERTON KINDRED	DALE PROPERTY SERVICES, L.L.C.	1/10/2007	0.149	D207050023
TX0153916-000	JW JENKINS	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152217
TX0071053-000	KAREN GUNTER	DALE PROPERTY SERVICES, L.L.C.	5/2/2007	0.190	D207158524
TX0153910-000	KATHLEEN JENKINS	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152213
TX0139634-000	KATHLEEN SWANSON	DALE PROPERTY SERVICES, L.L.C.	7/7/2009	0.184	D209188333



LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
PARTNER LEASE	KATIE SHARPER	VANTAGE FORT WORTH ENERGY, L.L.C.	10/7/2010	0.227	D210268293
PARTNER LEASE	KEENAN & MAUDIE THOMAS	GLENCREST RESOURCES, L.L.C.	6/18/2008	0.185	D208326486
TX0135199-000	KENDRA NELSON, TRUSTEE FRESH FIELD 76119	DALE PROPERTY SERVICES, L.L.C.	8/18/2008	0.213	D208448360
TX0133363-000	KENNETH HOLBROOK	DALE PROPERTY SERVICES, L.L.C.	8/28/2008	0.265	D208345865
TX0048793-000	KIM WEATHERALL	PALOMA BARNETT, L.L.C.	12/28/2007	0.892	D208095965
TX0074119-000	KWH HOMES & PROPERTY MGT., LLC	DALE PROPERTY SERVICES, L.L.C.	5/31/2007	0.182	D207197179
TX0080109-000	KYSER M LOVE	DALE PROPERTY SERVICES, L.L.C.	7/26/2007	0.165	D207266568
TX0056014-000	LACHELLE JENETTE DECKARD	DALE PROPERTY SERVICES, L.L.C.	1/4/2007	0.149	D207022691
TX0057561-000	LACHERYL ALBERT CULTON	DALE PROPERTY SERVICES, L.L.C.	1/19/2007	0.803	D207043708
TX0055997-000	LAMAR CLAY	DALE RESOURCES, L.L.C.	12/18/2006	0.165	D207022537
PARTNER LEASE	LANELL HARRIS	GLENCREST RESOURCES, L.L.C.	8/23/2008	0.185	D208383514
PARTNER LEASE	LARON HUGHES	VANTAGE FORT WORTH ENERGY, L.L.C.	8/21/2010	0.333	D210230712
TX0058274-000	LARRY E & BENETHA CUMMINGS	DALE PROPERTY SERVICES, L.L.C.	1/26/2007	0.254	D207048695
TX0071748-000	LAVERN CHRISTOPHER & TOMMY FENNELL	DALE PROPERTY SERVICES, L.L.C.	3/1/2007	1.204	D207169976
TX0075737-000	LAVONIA ROSS	DALE PROPERTY SERVICES, L.L.C.	6/2/2007	1.204	D207217333
TX0059254-000	LAWRENCE & BESSIE MAE DANIELS	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	1.832	D207051817
PARTNER LEASE	LAWRENCE & GARDIE INGRAM	GLENCREST RESOURCES, L.L.C.	7/3/2008	0.185	D208239216
TX0062397-000	LEATHA MAE FORTSON	DALE PROPERTY SERVICES, L.L.C.	2/21/2007	0.144	D207076371
TX0119129-000	LEE R LANGSTON, SR	DALE PROPERTY SERVICES, L.L.C.	4/24/2008	0.179	D208175692
TX0062854-000	LEON AMIE	DALE PROPERTY SERVICES, L.L.C.	1/8/2007	0.179	D207079761
TX0051627-000	LEON C & WILLIE F RAY	DALE RESOURCES, L.L.C.	12/18/2006	0.187	D207004236
TX0062469-000	LEROY & JOYCE YORK	DALE PROPERTY SERVICES, L.L.C.	2/15/2007	0.190	D207073509
TX0073024-000	LILA & ERASMO CHAPA SR.	DALE PROPERTY SERVICES, L.L.C.	1/29/2007	0.894	D207190181
PARTNER LEASE	LILLIE & JEROME LEE	GLENCREST RESOURCES, L.L.C.	5/17/2008	0.186	D208250111
TX0062588-000	LINDA B. WILLIAMS	DALE PROPERTY SERVICES, L.L.C.	2/21/2007	0.185	D207079066
TX0071143-000	LINDA J. GREEN	DALE PROPERTY SERVICES, L.L.C.	2/21/2007	0.176	D207161845
TX0149272-000	LINDA MORROW	CHESAPEAKE EXPLORATION, L.L.C.	11/26/2010	0.198	D210296916
TX0058502-000	LOGEAN KEMP	DALE RESOURCES, L.L.C.	12/19/2006	0.186	D207018258
TX0125848-000	LOIS BARNES	DALE PROPERTY SERVICES, L.L.C.	6/11/2008	0.234	D208242274
TX0046779-000	LONDON FUNDING LLC	PALOMA BARNETT, L.L.C.	1/4/2008	6.564	D208038258
TX0054880-000	LONDON FUNDING LLC	DALE RESOURCES, L.L.C.	12/19/2006	0.166	D207018469
PARTNER LEASE	LONNIE & NORMA CARETHERS	GLENCREST RESOURCES, L.L.C.	7/1/2008	0.252	D208292104
TX0074392-000	LONNIE & ZELLA POUNDS	DALE PROPERTY SERVICES, L.L.C.	5/23/2007	0.182	D207207244
TX0058719-000	LORENE STORY	DALE RESOURCES, L.L.C.	12/18/2006	0.165	D207022865
TX0137047-000	LORENZA III & YOLLAUNDA WEBSTER	DALE PROPERTY SERVICES, L.L.C.	2/6/2009	1.602	D209039274
TX0046072-001	LORENZO & MARGIE ALLEN	PALOMA BARNETT, L.L.C.	12/18/2007	0.413	D208030722
TX0105099-000	LORRAINE & RANDY DUKES	DALE PROPERTY SERVICES, L.L.C.	12/27/2007	0.179	D208008746
TX0045097-000	LOU ANN ROLLAND	PALOMA BARNETT, L.L.C.	12/17/2007	0.997	D208030734/D208032531
TX0071990-000	LOUIS & MAGDALENA KRONENBERGER	DALE PROPERTY SERVICES, L.L.C.	1/24/2007	0.619	D207171449
TX0055990-000	LOUIS MITCHELL JR	DALE PROPERTY SERVICES, L.L.C.	1/4/2007	0.157	D207022845
TX0058072-000	LOVIE ABLES	DALE RESOURCES, L.L.C.	12/26/2006	0.165	D207047624
TX0138306-000	LUIS & DELIA ZAMORA	DALE PROPERTY SERVICES, L.L.C.	4/2/2009	0.138	D209098945
TX0070481-000	LUIS GARIBAY	DALE PROPERTY SERVICES, L.L.C.	4/26/2007	0.911	D207152833



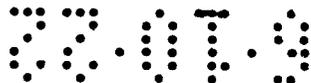
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TX0059063-000	LUTHER & WILLA LISTER	DALE RESOURCES, L.L.C.	12/22/2006	2.409	D207022852
TX0080471-000	M C & LUVENIA SCHULTZ	DALE PROPERTY SERVICES, L.L.C.	6/15/2007	0.794	D207270963
TX0089693-000	MA DAVIDSON FAMILY LP	DALE PROPERTY SERVICES, L.L.C.	7/17/2007	6.068	D207337484
TX0056959-000	MABLE ODOM	DALE RESOURCES, L.L.C.	12/7/2006	0.180	D207009780
TX0074569-000	MAGALIEL & AMELIA RUIZ	DALE PROPERTY SERVICES, L.L.C.	6/7/2007	0.182	D207210667
TX0141110-000	MAJESTIC TOWNHOMES COMPANY	DALE PROPERTY SERVICES, L.L.C.	8/31/2009	0.185	D209277930
TX0074356-000	MAMIE MCINTYRE	DALE PROPERTY SERVICES, L.L.C.	6/5/2007	0.182	D207207083
TX0048418-000	MANUEL MONTES & VIRGINIA CRUZ	PALOMA BARNETT, L.L.C.	1/14/2008	0.175	D208082417
TX0060900-000	MARGARET L YOUNG	DALE PROPERTY SERVICES, L.L.C.	1/5/2007	0.179	D207060609
TX0071352-000	MARGIE B HOWELL	DALE PROPERTY SERVICES, L.L.C.	3/9/2007	0.287	D207166234
TX0055855-000	MARGURITE PATTERSON	DALE PROPERTY SERVICES, L.L.C.	12/28/2006	0.205	D207034412
TX0107187-000	MARIA A HERNANDEZ	DALE PROPERTY SERVICES, L.L.C.	1/15/2008	0.198	D208019746
TX0110904-000	MARIA E & MARTIN PEREZ	DALE PROPERTY SERVICES, L.L.C.	2/21/2008	3.212	D208073111
TX0110929-000	MARIA E PEREZ	DALE PROPERTY SERVICES, L.L.C.	2/21/2008	0.803	D208070613
TX0070570-000	MARIA SALOME GUILLEN	DALE PROPERTY SERVICES, L.L.C.	3/2/2007	0.174	D207155978
TX0135438-000	MARIE A HOLMES	DALE PROPERTY SERVICES, L.L.C.	9/10/2008	0.269	D208456945
TX0103149-000	MARIE ELLEBY	DALE PROPERTY SERVICES, L.L.C.	11/30/2007	0.184	D207451622
TX0067436-000	MARION DELORICE SMITH	DALE PROPERTY SERVICES, L.L.C.	12/15/2006	0.186	D207119420
TX0067695-000	MARK & JEWELL MADDOX	DALE PROPERTY SERVICES, L.L.C.	1/22/2007	0.179	D207123334
TX0071365-000	MARLENE HOWARD	DALE PROPERTY SERVICES, L.L.C.	3/7/2007	0.186	D207166242
PARTNER LEASE	MARSHALL L. BATTS	VANTAGE FORT WORTH ENERGY, L.L.C.	1/21/2011	0.215	D211021544
TX0141768-000	MARTHA MORRISON	DALE PROPERTY SERVICES, L.L.C.	11/28/2009	0.200	D209323920
TX0061420-000	MARVA N. LEWIS	DALE PROPERTY SERVICES, L.L.C.	1/11/2007	0.183	D207066084
TX0122532-000	MARVIN HENRY MITCHELL	DALE PROPERTY SERVICES, L.L.C.	4/23/2008	0.186	D208200576
PARTNER LEASE	MARY A ALLEN	GLENCREST RESOURCES, L.L.C.	5/10/2008	0.185	D208179489
TX0060208-000	MARY A BARNES	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.149	D207057661
TX0080613-000	MARY H NELMS	DALE PROPERTY SERVICES, L.L.C.	7/20/2007	0.216	D207266567
TX0067105-000	MARY L RHODES	DALE RESOURCES, L.L.C.	12/18/2006	2.451	D207117843
TX0086213-000	MARY LEE MARSHALL	DALE PROPERTY SERVICES, L.L.C.	1/30/2007	0.203	D207278172
PARTNER LEASE	MARY MITCHELL DAVIS & HOWARD LEE DAVIS	GLENCREST RESOURCES, L.L.C.	5/17/2008	0.190	D208250107
TX0065879-000	MARY S CRISS	DALE PROPERTY SERVICES, L.L.C.	1/8/2007	0.179	D207085293
TX0143588-000	MARY VIRGINIA EL-AMIN	DALE PROPERTY SERVICES, L.L.C.	3/18/2010	0.204	D210071665
TX0056057-000	MATTIE ANN FISHER	DALE RESOURCES, L.L.C.	12/21/2006	0.186	D207022683
TX0051609-000	MAXINE SMITH	DALE RESOURCES, L.L.C.	12/11/2006	0.186	D207004194
TX0060879-000	MCMILLAN UNITED METHODIST CHURCH	DALE RESOURCES, L.L.C.	12/20/2006	2.070	D207080376
TX0074491-000	MELVIN & NORMA RICHARDSON	DALE PROPERTY SERVICES, L.L.C.	6/4/2007	0.165	D207206859
TX0145024-000	MICAH CARRINGTON	DALE PROPERTY SERVICES, L.L.C.	5/19/2010	0.179	D210123657
TX0078551-000	MICHAEL D MCINTYRE	DALE PROPERTY SERVICES, L.L.C.	7/13/2007	0.150	D207251989
TX0150968-000	MICHAEL FARAH	CHESAPEAKE EXPLORATION, L.L.C.	2/25/2011	0.242	D211054315
PARTNER LEASE	MICHAEL LEE ALDRIDGE	VANTAGE FORT WORTH ENERGY, L.L.C.	10/11/2010	0.372	D210275793
TX0105050-000	MIGUEL ANGEL GUERRERO	DALE PROPERTY SERVICES, L.L.C.	12/31/2007	0.911	D208008750
TX0107207-000	MILDRED F YOUNG	DALE PROPERTY SERVICES, L.L.C.	1/18/2008	0.916	D208024658
TX0148083-000	MILDRED LAND	CHESAPEAKE EXPLORATION, L.L.C.	9/29/2010	0.834	D210249171



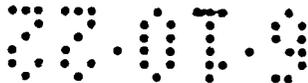
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TX0057995-000	MILDRED M LAWRENCE	DALE RESOURCES, L.L.C.	1/15/2007	0.174	D207047638
TX0139242-000	MILDRED TENNISON	DALE PROPERTY SERVICES, L.L.C.	6/9/2009	0.196	D209159266
TX0076757-000	MINNIE L CHRISTOPHER	DALE PROPERTY SERVICES, L.L.C.	3/2/2007	0.789	D207154685
TX0058414-000	MINNIE MATHIS	DALE PROPERTY SERVICES, L.L.C.	1/30/2007	0.149	D207050005
TX0057706-000	MINOO DAVACHI	DALE RESOURCES, L.L.C.	12/13/2006	1.021	D207005777
TX0070381-000	MIRIAM & ERNESTO PEREZ	DALE PROPERTY SERVICES, L.L.C.	3/3/2007	0.549	D207153821
42-003777-000	MOLLIE JOHNSON	CHESAPEAKE EXPLORATION, L.L.C.	8/8/2011	0.320	D211199305
TX0149032-000	MYRNA WILLIAMS MASON	CHESAPEAKE EXPLORATION, L.L.C.	11/12/2010	0.250	D210285669
TX0048670-000	MYRTIS ROSS	PALOMA BARNETT, L.L.C.	1/18/2008	0.186	D208092697
TX0130050-000	NABOR G CONEJO & CLAUDIA CRUZ	DALE PROPERTY SERVICES, L.L.C.	7/15/2008	0.225	D208286550
TX0148353-000	NEW YORK BANKERS	CHESAPEAKE EXPLORATION, L.L.C.	10/14/2010	0.249	D210260227
PARTNER LEASE	NIKKINA ANN HUGHES	VANTAGE FORT WORTH ENERGY, L.L.C.	8/5/2010	0.333	D210268110
PARTNER LEASE	NOLA NEALY BRENNAN	VANTAGE FORT WORTH ENERGY, L.L.C.	7/28/2010	0.203	D210230721
TX0153911-000	NORMA JENKINS	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152214
TX0073199-000	NORVELL M CARO	DALE PROPERTY SERVICES, L.L.C.	5/2/2007	0.176	D207190204
TX0069371-000	O L HOLMES & YOLANDA FRANKLIN	DALE PROPERTY SERVICES, L.L.C.	2/19/2007	0.179	D207142033
TX0074526-000	OCIE CURTIS	DALE PROPERTY SERVICES, L.L.C.	6/4/2007	0.186	D207206879
PARTNER LEASE	OD PERSON	GLENCREST RESOURCES, L.L.C.	5/17/2008	0.186	D208250106
TX0153906-000	ODETTA KENNEDY	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152209
TX0075444-000	OLA M TUTSON DOBBINS	DALE PROPERTY SERVICES, L.L.C.	6/18/2007	0.186	D207217624
TX0078191-000	OLIVE TREE REALTY SOLUTIONS	DALE PROPERTY SERVICES, L.L.C.	6/14/2007	0.179	D207248767
TX0069007-000	OLLIE M HILL	DALE PROPERTY SERVICES, L.L.C.	2/7/2007	0.183	D207140053
TX0068809-000	OSCAR J SPRUIELL JR	DALE PROPERTY SERVICES, L.L.C.	1/16/2007	0.181	D207138225
TX0056516-000	OTHA HARTSFIELD	DALE RESOURCES, L.L.C.	12/27/2006	0.156	D207034099
TX0056064-000	OTHA TAYLOR	DALE RESOURCES, L.L.C.	12/26/2006	0.180	D207022688
TX0076123-000	OZELLA B MITCHELL	DALE PROPERTY SERVICES, L.L.C.	5/5/2007	0.162	D207225979
TX0057921-000	PAL MINGO AND CECIL MINGO	DALE RESOURCES, L.L.C.	12/19/2006	0.192	D207047630
TX0122524-000	PAMELA ANGELA SMITH	DALE PROPERTY SERVICES, L.L.C.	4/23/2008	0.186	D208200573
TX0076375-000	PATRICIA A EVANS	DALE PROPERTY SERVICES, L.L.C.	6/26/2007	0.183	D207227740
TX0088424-000	PATRICIA A FREEMAN	DALE PROPERTY SERVICES, L.L.C.	9/14/2007	2.410	D207336898
TX0091093-000	PATRICIA ANN MCCARTY	DALE PROPERTY SERVICES, L.L.C.	9/27/2007	0.200	D207351385
TX0153909-000	PATRICIA JENKINS	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152212
TX0139010-000	PATSY CURTIS	DALE PROPERTY SERVICES, L.L.C.	5/21/2009	0.183	D209140532
TX0151968-000	PAUL REDELFS	CHESAPEAKE EXPLORATION, L.L.C.	3/25/2011	0.182	D211081170
TX0101561-000	PEDRO DE LA TORRE & MARIA GONZALEZ	DALE PROPERTY SERVICES, L.L.C.	11/14/2007	0.155	D207431554
TX0063539-000	PEDRO RODRIGUEZ	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.229	D207085277
TX0046831-000	PEGGY KENDRICK	PALOMA BARNETT, L.L.C.	12/27/2007	2.088	D208044571
TX0148901-000	R SOUTHWICK AND L ANDREASON	CHESAPEAKE EXPLORATION, L.L.C.	11/1/2010	0.182	D210282204
PARTNER LEASE	R.L. & ODESSA WOODARD	VANTAGE FORT WORTH ENERGY, L.L.C.	7/22/2010	0.339	D210219704
TX0069368-000	RAFAEL LEMUS	DALE PROPERTY SERVICES, L.L.C.	2/27/2007	0.183	D207142035
TX0069366-000	RAFAEL LEMUS	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	0.183	D207142036
TX0065216-000	RAFAEL LEMUS	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	0.401	D207099743
TX0069360-000	RAFAEL LEMUS	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	0.401	D207142038



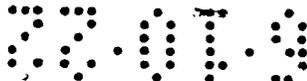
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TX0069362-000	RAFAEL LEMUS	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	1.205	D207142037
TX0065218-000	RAFAEL LEMUS	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	1.205	D207099744
TX0065220-000	RAFAEL LEMUS	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	1.205	D207099745
TX0060902-000	RALPH SILVA & DIANA LOPEZ	DALE PROPERTY SERVICES, L.L.C.	1/24/2007	0.137	D207060606
TX0062285-000	RAMIRO & ALICIA LIMON	DALE PROPERTY SERVICES, L.L.C.	2/19/2007	0.186	D207076352
TX0070076-000	RANDY M. & LORRAINE YORK DUKES	DALE PROPERTY SERVICES, L.L.C.	4/13/2007	0.186	D207149623
TX0071737-000	RANDY M. & LORRAINE YORK DUKES	DALE PROPERTY SERVICES, L.L.C.	4/13/2007	0.177	D207170000
TX0138143-000	RAUDEL & MARIA OLMOS SR	DALE PROPERTY SERVICES, L.L.C.	3/13/2009	0.663	D209094500
TX0057247-000	RAY N JACKSON	DALE PROPERTY SERVICES, L.L.C.	1/13/2007	0.165	D207044897
TX0074856-000	REATHER BARRETT	DALE PROPERTY SERVICES, L.L.C.	5/22/2007	0.149	D207210647
TX0078189-000	REFUGIO REYES	DALE PROPERTY SERVICES, L.L.C.	6/7/2007	0.171	D207248769
TX0059690-000	REVA MARONEY	DALE RESOURCES, L.L.C.	12/27/2006	0.126	D207055264
TX0065569-000	REYNALDO & HERMELINDA RODRIGUEZ	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.401	D207105718
TX0135176-000	REZA ALAVI	DALE PROPERTY SERVICES, L.L.C.	9/17/2008	0.430	D208448353
TX0068320-000	RICHARD ANTHONY COAXUM	DALE PROPERTY SERVICES, L.L.C.	3/27/2007	0.803	D207129900
TX0067505-000	RICHARD F SCOTT II	DALE PROPERTY SERVICES, L.L.C.	3/24/2007	0.482	D207124460
TX0048303-000	RICHARD H & ROSE Z SHAHEED	PALOMA BARNETT, L.L.C.	12/19/2007	0.220	D208075672
TX0141662-000	RICKEY POWELL	DALE PROPERTY SERVICES, L.L.C.	11/24/2009	0.190	D209315580
TX0065907-000	RICKY L JONES	DALE PROPERTY SERVICES, L.L.C.	2/21/2007	0.176	D207105218
TX0073160-000	RIGOBERTO & MARIA DELROCIO FLORES	DALE PROPERTY SERVICES, L.L.C.	1/29/2007	0.803	D207182584
PARTNER LEASE	RITA RUTH WILSON	VANTAGE FORT WORTH ENERGY, L.L.C.	10/9/2010	0.465	D210268289
PARTNER LEASE	ROBBYE BROOKS	GLENCREST RESOURCES, L.L.C.	7/14/2008	0.185	D208335071
TX0117925-000	ROBERT & HELEN EPPS	DALE PROPERTY SERVICES, L.L.C.	4/21/2008	0.185	D208159203
TX0078165-000	ROBERT & RUBY OVERTON	DALE PROPERTY SERVICES, L.L.C.	6/26/2007	0.230	D207248768
TX0141213-000	ROBERT HUBBARD	DALE PROPERTY SERVICES, L.L.C.	10/15/2009	0.188	D209283159
TX0049006-000	ROBERT M & JIMMIE MOORE	PALOMA BARNETT, L.L.C.	12/28/2007	0.179	D208102151
TX0048789-000	ROBERT MUHAMMAD & GWENDOLYN GLOVER	PALOMA BARNETT, L.L.C.	12/28/2007	0.442	D208095768
TX0058804-000	RODNEY D MCNEELY	DALE RESOURCES, L.L.C.	1/2/2007	0.149	D207022704
TX0071074-000	ROGELIO & LORA DELVILLAR	DALE PROPERTY SERVICES, L.L.C.	5/7/2007	0.190	D207161808
TX0069788-000	ROLANDA FAVELA & SONIA DE LA TORRE	DALE PROPERTY SERVICES, L.L.C.	3/28/2007	0.815	D207142164
TX0064579-000	RONALD E. OLMAN	DALE PROPERTY SERVICES, L.L.C.	2/28/2007	0.711	D207093964
TX0145178-000	RONNIE E & DEBORAH THOMAS	DALE PROPERTY SERVICES, L.L.C.	5/27/2010	0.220	D210132354
TX0063090-000	ROOSEVELT & VERA RICHARDSON	DALE PROPERTY SERVICES, L.L.C.	1/25/2007	0.179	D207082761
TX0058055-000	ROOSEVELT, JR & THEDA BLACKMON	DALE RESOURCES, L.L.C.	12/26/2006	0.172	D207047623
PARTNER LEASE	ROSALIA CERVANTES	QUICKSILVER RESOURCES, INC	4/10/2009	0.904	D209136881
TX0076761-000	ROSIE & ORAN SHELTON	DALE PROPERTY SERVICES, L.L.C.	3/12/2007	0.789	D207154682
TX0078514-000	ROSIE PERSON	DALE RESOURCES, L.L.C.	12/18/2006	2.451	D207024202
PARTNER LEASE	ROXIE FAYE BROOKS	VANTAGE FORT WORTH ENERGY, L.L.C.	11/29/2010	0.232	D210302864
TX0139341-000	ROY BOSTON	DALE PROPERTY SERVICES, L.L.C.	6/17/2009	0.168	D209164362
PARTNER LEASE	ROY LEE TAYLOR	VANTAGE FORT WORTH ENERGY, L.L.C.	10/12/2010	0.251	D210268292
TX0070316-000	ROYCE JEAN SAYLES	DALE PROPERTY SERVICES, L.L.C.	2/7/2007	0.190	D207152532
PARTNER LEASE	RUBY BROWN TAYLOR	VANTAGE FORT WORTH ENERGY, L.L.C.	7/10/2010	0.652	D210219700
PARTNER LEASE	RUBY TAVE MATTHEWS	GLENCREST RESOURCES, L.L.C.	7/15/2008	0.185	D208295467



LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0080806-000	RUDOLPH & ANNIE JOE COFER	DALE PROPERTY SERVICES, L.L.C.	2/6/2007	0.179	D207276425
TX0078160-000	RUTH GILES & BETTY CARTER	DALE PROPERTY SERVICES, L.L.C.	6/4/2007	0.218	D207246622
TX0068808-000	RUTH NGRAM	DALE PROPERTY SERVICES, L.L.C.	1/9/2007	0.176	D207138224
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, L.L.C.	7/17/2007	16.135	D207291698
PARTNER LEASE	S.A. JACKSON & SARAH JACKSON	GLENCREST RESOURCES, L.L.C.	5/13/2008	0.185	D208263458
TX0071715-000	S.L. & NETTIE M. JONES	DALE PROPERTY SERVICES, L.L.C.	3/7/2007	0.174	D207170241
TX0153859-000	SALVADOR RAMIREZ	CHESAPEAKE EXPLORATION, L.L.C.	6/17/2011	0.872	D211146611
TX0139836-000	SALVADOR RAMIREZ	DALE PROPERTY SERVICES, L.L.C.	7/7/2009	0.413	D209200144
TX0139682-000	SALVADOR RAMIREZ	DALE PROPERTY SERVICES, L.L.C.	7/7/2009	0.826	D209187955
TX0139835-000	SALVADOR RAMIREZ	DALE PROPERTY SERVICES, L.L.C.	7/7/2009	0.413	D209200143
PARTNER LEASE	SAMMIE & MARGIE STEPHENSON	GLENCREST RESOURCES, L.L.C.	6/2/2008	0.333	D208292158
TX0062760-000	SAMUEL & MARTHA MARQUEZ	DALE PROPERTY SERVICES, L.L.C.	1/31/2007	0.803	D207073546
TX0064834-000	SAMUEL & THELMA HARRIS	DALE RESOURCES, L.L.C.	12/18/2006	0.186	D207096096
TX0091384-000	SAMUEL MATLES	DALE PROPERTY SERVICES, L.L.C.	9/22/2007	0.179	D207345156
TX0070873-000	SARAH E. & RICARDO RODRIGUEZ	DALE PROPERTY SERVICES, L.L.C.	5/6/2007	1.588	D207160011
TX0056730-000	SARALYN S PERRY	DALE RESOURCES, L.L.C.	12/11/2006	0.186	D207009972
TX0111804-000	SCOTT & KAREN WEGAND	DALE PROPERTY SERVICES, L.L.C.	2/28/2008	0.186	D208080689
TX0147555-000	SCOTT R DAVIDSON	CHESAPEAKE EXPLORATION, L.L.C.	9/8/2010	2.442	D210223896
TX0054911-000	SELENA D BENNETT	DALE RESOURCES, L.L.C.	12/13/2006	0.188	D207018327
TX0154003-000	SHA'DAWN JENKINS	CHESAPEAKE EXPLORATION, L.L.C.	6/25/2011	0.279	D211156893
TX0064638-000	SHANETA L. RAY	DALE PROPERTY SERVICES, L.L.C.	2/23/2007	0.148	D207094226
TX0135397-000	SHARON D SANDERS	DALE PROPERTY SERVICES, L.L.C.	9/17/2008	0.222	D208448144
TX0062685-000	SHARON R SPENCER	DALE PROPERTY SERVICES, L.L.C.	2/22/2007	0.179	D207079053
TX0077122-000	SHEILA D. THOMAS	DALE PROPERTY SERVICES, L.L.C.	6/29/2007	0.216	D207237360
TX0066370-000	SHEKHAR GANHDI	DALE PROPERTY SERVICES, L.L.C.	3/1/2007	0.165	D207110590
TX0074898-000	SHERRY COTTON	DALE PROPERTY SERVICES, L.L.C.	6/7/2007	1.204	D207213440
TX0122520-000	SHERRY ELAINE FINLEY	DALE PROPERTY SERVICES, L.L.C.	4/23/2008	0.186	D208200572
TX0055601-000	SHERWOOD TEXAS LP	DALE RESOURCES, L.L.C.	12/7/2006	2.017	D207018265
TX0153913-000	SHIRLEY HEDDLESTEN	CHESAPEAKE EXPLORATION, L.L.C.	6/14/2011	0.279	D211152216
TX0048394-000	SHIRLEY MOORE	PALOMA BARNETT, L.L.C.	12/17/2007	0.169	D208082231
PARTNER LEASE	SHIRLYE Y. BRAZZELL	VANTAGE FORT WORTH ENERGY, L.L.C.	7/28/2010	0.210	D210232407
TX0060662-000	SIMMIE STEELE	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	0.149	D207060045
TX0116633-000	SIMMIE STEELE, SR	DALE PROPERTY SERVICES, L.L.C.	4/9/2008	0.337	D208141674
TX0140640-000	SOLOMON OREA & MA REYNALDA OREA SANCHEZ	DALE PROPERTY SERVICES, L.L.C.	9/17/2009	0.174	D209253426
TX0077109-000	STACEY D'AUN WHATLEY	DALE PROPERTY SERVICES, L.L.C.	3/2/2007	0.273	D207236399
TX0086256-000	STEPHANIE TOWNSEND	DALE PROPERTY SERVICES, L.L.C.	7/30/2007	0.165	D207305552
TX0152578-000	STEPHANIE WOFFORD & VINCENT L. WOFFORD	CHESAPEAKE EXPLORATION, L.L.C.	4/21/2011	0.320	D211102324
TX0048678-000	STEVEN MUHAMMAD	PALOMA BARNETT, L.L.C.	12/19/2007	0.201	D208092735
TX0073159-000	STOP SIX CHURCH OF CHRIST	DALE PROPERTY SERVICES, L.L.C.	5/16/2007	1.440	D207182578
TX0118714-000	SUE MCFALL	DALE PROPERTY SERVICES, L.L.C.	3/19/2008	1.239	D208160523
TX0116852-000	SUE MCFALL	DALE PROPERTY SERVICES, L.L.C.	3/19/2008	1.630	D208142673
TX0080123-000	SYLESTER & JACQUELINE BUFORD	DALE PROPERTY SERVICES, L.L.C.	2/8/2007	0.165	D207266559
TX0066901-000	TAPAN GANDHI	DALE PROPERTY SERVICES, L.L.C.	3/1/2007	0.189	D207113755



LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0066895-000	TAPAN GANDHI	DALE PROPERTY SERVICES, L.L.C.	3/1/2007	0.180	D207113754
TX0060645-000	TELAND & WANDA STAFFORD	DALE PROPERTY SERVICES, L.L.C.	1/27/2007	0.137	D207060047
TX0067175-000	TERESA JOHNSON	DALE PROPERTY SERVICES, L.L.C.	2/24/2007	0.179	D207117957
TX0145189-000	TEXANNA DILLINGHAM BURTON	DALE PROPERTY SERVICES, L.L.C.	5/24/2010	0.220	D210132364
TX0093301-000	THE LAMPIN FAMILY TRUST	DALE PROPERTY SERVICES, L.L.C.	9/27/2007	0.919	D207365012
TX0151471-000	THE VILLAS OF EASTWOOD TERRACE	CHESAPEAKE EXPLORATION, L.L.C.	2/10/2011	14.560	D211065067
TX0059543-000	THOMAS & DENA R WITTRICK	DALE PROPERTY SERVICES, L.L.C.	1/25/2007	4.456	D207054209
TX0130260-000	THOMAS & FAYE JEFFERSON	DALE PROPERTY SERVICES, L.L.C.	6/26/2008	0.390	D208293558
TX0063475-000	THOMAS & JANICE HANFORD	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.186	D207086077
TX0063151-000	THOMAS J & PEGGY FENN	DALE PROPERTY SERVICES, L.L.C.	1/25/2007	0.803	D207085937
TX0134052-000	THOMAS YATES	DALE PROPERTY SERVICES, L.L.C.	8/15/2008	0.371	D208361391
TX0134051-000	THOMAS YATES	DALE PROPERTY SERVICES, L.L.C.	8/15/2008	0.323	D208361390
TX0154002-000	TIFFANY JENKINS	CHESAPEAKE EXPLORATION, L.L.C.	6/25/2011	0.279	D211156892
TX0154269-000	TILTON CLARK SR	CHESAPEAKE EXPLORATION, L.L.C.	7/11/2011	0.342	D211169480
TX0154270-000	TILTON CLARK SR	CHESAPEAKE EXPLORATION, L.L.C.	7/11/2011	0.689	D211169481
TX0125161-000	TIMOTHY K DAILEY & CLAUDE DAIL	DALE PROPERTY SERVICES, L.L.C.	5/23/2008	0.186	D208214067
TX0123931-000	TIMOTHY KYLE DAILEY	DALE PROPERTY SERVICES, L.L.C.	5/23/2008	0.183	D208212450
TX0153701-000	TIRADO VENTURA	CHESAPEAKE EXPLORATION, L.L.C.	6/7/2011	0.283	D211142584
TX0152788-000	TOM AGUILERA	CHESAPEAKE EXPLORATION, L.L.C.	2/27/2011	0.182	D211106691
TX0087210-000	TOM WITTRICK	DALE PROPERTY SERVICES, L.L.C.	8/20/2007	0.179	D207324174
TX0044394-000	TONYA WOODARD	PALOMA BARNETT, L.L.C.	11/1/2007	0.803	D208029942
TX0044884-000	TONYA WOODARD	PALOMA BARNETT, L.L.C.	11/1/2007	1.148	D208031706
TX0139354-000	TOY CAREY	DALE PROPERTY SERVICES, L.L.C.	6/16/2009	0.200	D209164374
TX0071980-000	TRUCE E. WILLIAMS	DALE PROPERTY SERVICES, L.L.C.	2/21/2007	0.176	D207173340
TX0137078-000	U S AFFILIATES, INC	DALE PROPERTY SERVICES, L.L.C.	2/12/2009	0.230	D209040625
TX0137077-000	U S AFFILIATES, INC	DALE PROPERTY SERVICES, L.L.C.	2/12/2009	0.350	D209040624
TX0139256-000	VALERIE MATHIS & NATHAN LOCKE	DALE PROPERTY SERVICES, L.L.C.	6/9/2009	0.353	D209160701
TX0139257-000	VALERIE P MATHIS & NATHAN LOCKE	DALE PROPERTY SERVICES, L.L.C.	6/9/2009	0.321	D209160702
TX0149774-000	VAMMAS VALES	CHESAPEAKE EXPLORATION, L.L.C.	12/21/2010	0.441	D210315757
TX0135394-000	VEDA NICHOLS	DALE PROPERTY SERVICES, L.L.C.	9/5/2008	0.885	D208448142
TX0136561-000	VEDA NICHOLS	DALE PROPERTY SERVICES, L.L.C.	12/12/2008	1.320	D209008439
TX0061416-000	VERA & FRANK PROMISE	DALE PROPERTY SERVICES, L.L.C.	1/5/2007	0.177	D207066085
TX0067166-000	VERA WASHINGTON	DALE PROPERTY SERVICES, L.L.C.	2/22/2007	0.179	D207117816
TX0058745-000	VERDIE D JOHNSON	DALE RESOURCES, L.L.C.	12/13/2006	0.259	D207041964
TX0076760-000	VERNA LEE STANTON CHRISTOPHER	DALE PROPERTY SERVICES, L.L.C.	2/12/2007	0.789	D207154684
TX0143383-000	VERNEDA ROSS	DALE PROPERTY SERVICES, L.L.C.	3/15/2010	0.146	D210061523
TX0058474-000	VERNELL DECKARD	DALE PROPERTY SERVICES, L.L.C.	1/18/2007	0.183	D207050015
TX0059692-000	VERNELL MYERS	DALE RESOURCES, L.L.C.	12/27/2006	0.180	D207055265
TX0115657-000	VERNITA R WALKER	DALE PROPERTY SERVICES, L.L.C.	4/3/2008	0.207	D208129244
TX0064487-000	VERNON & BRENDA JONES	DALE PROPERTY SERVICES, L.L.C.	2/5/2007	0.151	D207092478
TX0063091-000	VERNON & DELOIS NEWTON	DALE PROPERTY SERVICES, L.L.C.	2/2/2007	0.181	D207082760
TX0119148-000	VERNON & EVELYN MCALISTER	DALE PROPERTY SERVICES, L.L.C.	4/30/2008	0.186	D208177024
TX0082677-000	VILLAGE CREEK, LLC	DALE PROPERTY SERVICES, L.L.C.	7/12/2007	2.392	D207284439



LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ACRES	INSTRUMENT NUMBER
TX0079940-000	VIOLA KINCADE	DALE PROPERTY SERVICES, L.L.C.	7/10/2007	0.190	D207251164
TX0058707-000	VIRETA S BROWN	DALE RESOURCES, L.L.C.	12/23/2006	0.177	D207022524
TX0074546-000	VIRGINIA & ELEANOR BLACKWELL	DALE PROPERTY SERVICES, L.L.C.	6/1/2007	0.222	D207206853
TX0139586-000	WALTER E & CLIMONCE M CASTLEBERRY	DALE PROPERTY SERVICES, L.L.C.	7/1/2009	0.179	D209183347
TX0115563-000	WANDA HODGES	DALE PROPERTY SERVICES, L.L.C.	4/3/2008	0.179	D208129253
TX0048290-000	WAYMOND P & CYNTHIA B BROWN	PALOMA BARNETT, L.L.C.	12/17/2007	0.183	D208106662
TX0068322-000	WILLA MAE COAXUM LISTER	DALE PROPERTY SERVICES, L.L.C.	3/27/2007	0.803	D207129899
TX0056051-000	WILLARD E & BARBARA A WILLIAMS	DALE RESOURCES, L.L.C.	12/2/2006	0.176	D207022974
TX0091089-000	WILLARD L & VIOLA BRAGG	DALE PROPERTY SERVICES, L.L.C.	9/26/2007	5.717	D207351384
TX0057879-000	WILLIAM BURNS, JR	DALE RESOURCES, L.L.C.	12/18/2006	0.169	D207047626
TX0069607-000	WILLIE & ANNIE MAE FAGGETT	DALE RESOURCES, L.L.C.	12/12/2006	0.180	D207145750
TX0063548-000	WILLIE & ROSIE GROSS	DALE PROPERTY SERVICES, L.L.C.	1/26/2007	0.157	D207086091
TX0113561-000	WILLIE BROOKS JR	DALE PROPERTY SERVICES, L.L.C.	3/20/2008	0.201	D208106990
TX0063704-000	WILLIE FAY BOYER	DALE RESOURCES, L.L.C.	12/27/2006	0.149	D207089498
TX0056567-000	WILLIE J JOHNSON	DALE RESOURCES, L.L.C.	12/12/2006	0.179	D207011523
TX0056479-000	WILLIE J JOHNSON	DALE RESOURCES, L.L.C.	12/12/2006	0.815	D207011534
TX0122468-000	WILLIE JEWEL DOUGLAS	DALE PROPERTY SERVICES, L.L.C.	4/21/2008	0.186	D208200569
TX0079090-000	WILLIE M & LUTHER V LISTER	DALE PROPERTY SERVICES, L.L.C.	6/30/2007	0.227	D207251943
TX0061125-000	WILLIE, JR & VERA STEPHENS	DALE PROPERTY SERVICES, L.L.C.	1/11/2007	1.630	D207060593
TX0046281-000	WINGATE INTERESTS, LLC	PALOMA BARNETT, L.L.C.	12/18/2007	29.770	D207449975
TX0065597-000	WINSTON E & DARLENE V JOHNSON	DALE PROPERTY SERVICES, L.L.C.	2/1/2007	0.231	D207085297
TX0047216-000	X O GENE BROWN	PALOMA BARNETT, L.L.C.	12/26/2007	0.776	D208061937
TX0065581-000	YUDORA ROBINSON	DALE PROPERTY SERVICES, L.L.C.	1/31/2007	0.188	D207105721
PARTNER LEASE	YVETTE MCCULLEN	GLENCREST RESOURCES, L.L.C.	6/9/2008	0.201	D208282468
TX0056456-000	YVONNE ALLEN	DALE RESOURCES, L.L.C.	12/18/2006	0.168	D207011538
PARTNER LEASE	YVONNE HAMILTON	GLENCREST RESOURCES, L.L.C.	6/20/2008	0.214	D208326609
TX0092455-000	ZELMA EVANS	DALE PROPERTY SERVICES, L.L.C.	8/31/2007	0.180	D207351110

End of Exhibit "A"

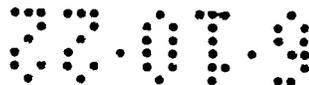
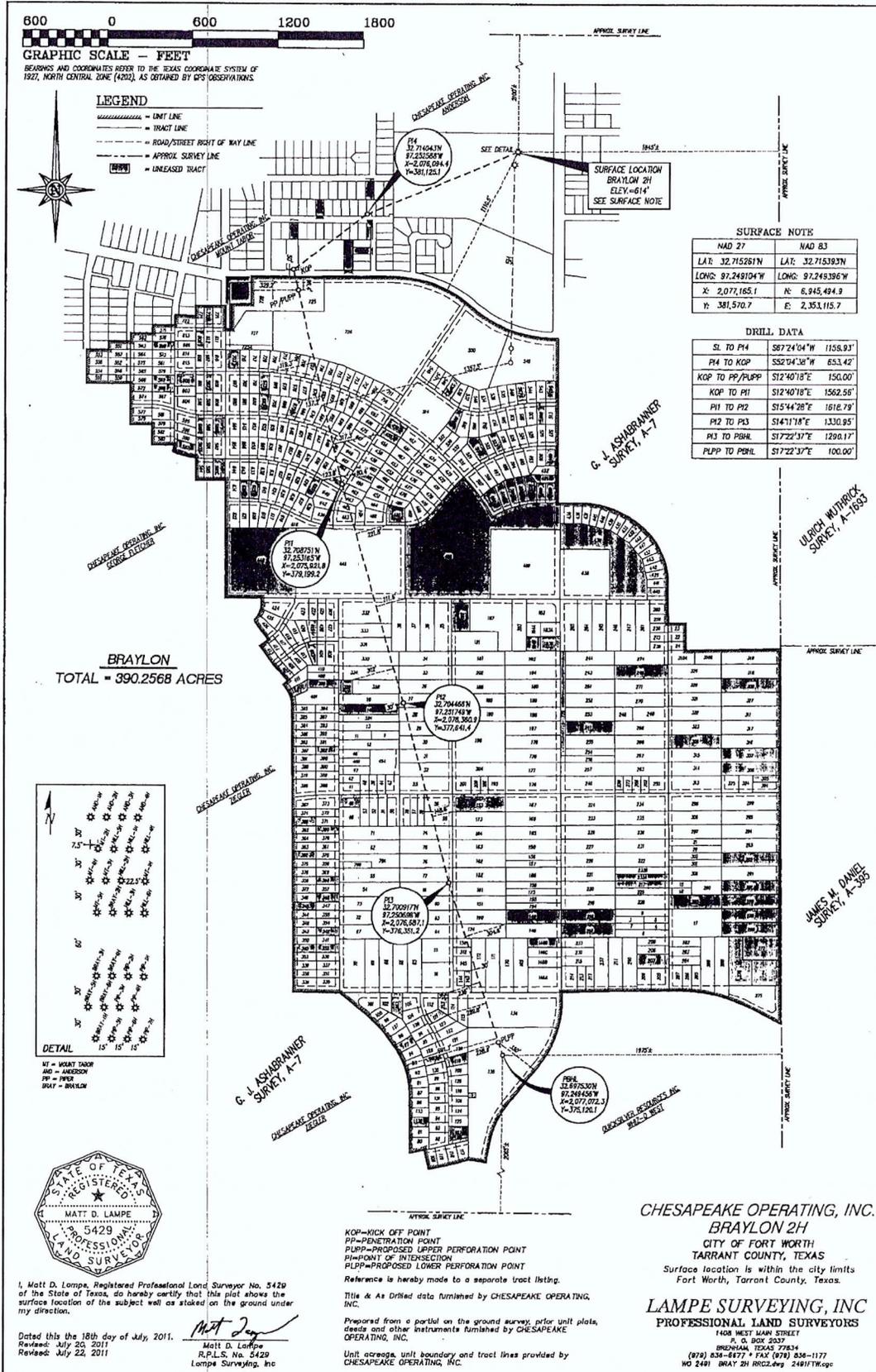


Exhibit "B"



End of Exhibit "b"

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

Electronically Recorded

Official Public Records

Mary Louise Garcia

Mary Louise Garcia

Tarrant County Texas

10/9/2012 1:47 PM

D212249607

PGS 5 \$32.00

Submitter: ACS

CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

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 ERXCHANGE

CORRECTED
DECLARATION OF POOLED UNIT
BRAYLON UNIT

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

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as D211236166, Official Public Records of Tarrant County, Texas, and to a First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as D212110962, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

WHEREAS, the purpose and intent of this Corrected Declaration of Pooled Unit – Braylon Unit is to update a certain lease that had a scrivener's error in the Exhibit "A" list of leases, and 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" of the original Declaration of Pooled Unit.

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.

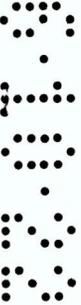
WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the 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 – Braylon Unit, is hereby corrected to update and to include the leases, as well as to exclude a certain lease as further described on the attached Exhibit "A".

Except as corrected and amended hereby, said Declaration and any corrections or 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 above referenced effective dates of the corresponding original Declaration of Pooled Unit or Amendments.

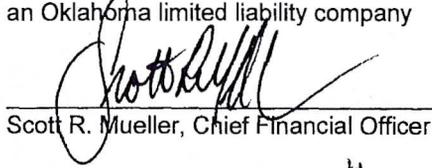


Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company


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

CBS
75
OKG
CFL

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


Scott R. Mueller, Chief Financial Officer

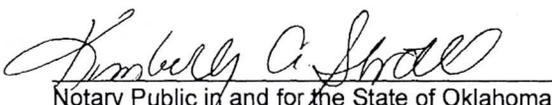
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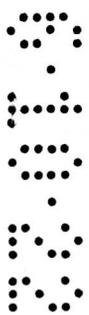
ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 11 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.

 **KIMBERLY A. STOVALL**
Notary Public
State of Oklahoma
Commission # 11010180 Expires 11/08/15

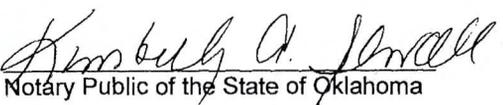

Notary Public in and for the State of Oklahoma



STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 11 day of September, 2012, by Scott R. Mueller, Chief Financial Officer of Jamestown Resources, L.L.C., an Oklahoma limited liability company.

 **KIMBERLY A. STOVALL**
Notary Public
State of Oklahoma
Commission # 11010180 Expires 11/08/15


Notary Public of the State of Oklahoma

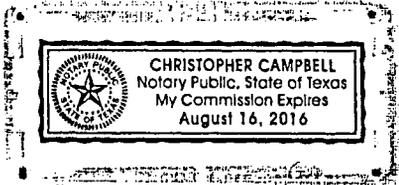
TOTAL E&P USA, Inc.
a Delaware corporation

F. Colmet Daage
Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 8 day of October, 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.



Chris Campbell
Notary Public for the State of Texas

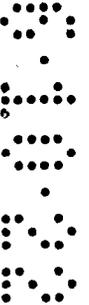


EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the **BRAYLON UNIT**, effective as of the recording date of the original Declaration of Pooled Unit and subsequent Amendments.

The original Braylon Unit Exhibit "A" is hereby corrected to **UPDATE** the following lease:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	DPU
TX0436222-000	Rita Ruth Wilson	Vantage Fort Worth Energy, LLC	10/9/2010	D210268289	Original

The original Braylon 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 Braylon Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	DPU
TX0436275-000	New York Banker	Vantage Fort Worth Energy, LLC	1/12/2011	D211021545	Original
42-004887-000	Evelyn and Charles Jackson	Chesapeake Exploration, LLC	8/18/2011	D211210832	Original

END OF EXHIBIT "A"



Electronically Recorded

Tarrant County Texas

Official Public Records

4/3/2013 11:53 AM

D213083489

Mary Louise Garcia

PGS 5 \$32.00

Mary Louise Garcia

Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
BRAYLON UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

10652532

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as D211236166, Official Public Records of Tarrant County, Texas, and to a First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as D212110962, Official Public Records of Tarrant County, Texas. Said Declaration and amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Correction to the Declaration of Pooled Unit – Braylon 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:

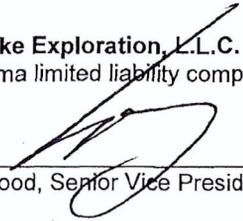
This Declaration of Pooled Unit – Braylon Unit, is hereby corrected to include the leases the attached Exhibit "A".

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 September 29, 2011.

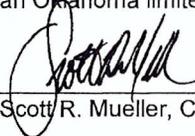


Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company


Henry J. Hood, Senior Vice President -
Land

H. Hood
CSM

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


Scott R. Mueller, Chief Financial Officer

SM

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

Vantage Fort Worth Energy, L.L.C.

C. Barry Osborne, Attorney-in-Fact

Quicksilver Resources, Inc.

Clay Blum – Vice President



ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 11 day of March, 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 27 day of March, 2013, by Scott R. Mueller, as Chief Financial Officer of **Jamestown Resources, L.L.C.**, on behalf of said limited liability company.



Leslie Ann Bullington

Notary Public in and for the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

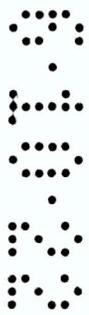
This instrument was acknowledged before me on this _____ day of _____, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

STATE OF TEXAS)
) §
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2013, by C. Barry Osborne, Attorney-in-Fact, of **Vantage Fort Worth Energy, L.L.C.**, on behalf of such company.

Notary Public in and for the State of Texas



STATE OF TEXAS)
)
COUNTY OF _____) §

This instrument was acknowledged before me on this _____ day of _____, 2013, by Clay Blum, Vice President of **Quicksilver Resources, Inc.**, on behalf of such company.

Notary Public in and for the State of Texas

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

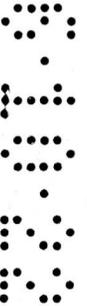


Exhibit "A"

Attached to and made a part of that Correction Declaration of Pooled Unit for the Braylon Unit dated the effective date of September 29, 2011.

TRACT	CHK LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
578	TX0071181-000	VERNELL MYERS	DALE RESOURCES, L.L.C.	12/12/2006	D207161828
258	TX0062172-000	ALIESHAH HARRIS-HERNANDEZ	DALE PROPERTY SERVICES, L.L.C.	2/17/2007	D207073761
413	TX0075808-000	GLORIA JONES CORTEZ & COY JONES	DALE PROPERTY SERVICES, L.L.C.	5/8/2007	D207220286
490	TX0086290-000	J WHITESIDE & COMPANY	DALE PROPERTY SERVICES, L.L.C.	6/28/2007	D207308659
498	TX0086280-000	J WHITESIDE & COMPANY	DALE PROPERTY SERVICES, L.L.C.	6/28/2007	D207308655
499	TX0086401-000	J WHITESIDE & COMPANY	DALE PROPERTY SERVICES, L.L.C.	6/28/2007	D207308651
500	TX0086443-000	J WHITESIDE & COMPANY	DALE PROPERTY SERVICES, L.L.C.	6/28/2007	D207308652
502	TX0086384-000	J WHITESIDE & COMPANY	DALE PROPERTY SERVICES, L.L.C.	6/28/2007	D207308653
503	TX0086281-000	J WHITESIDE & COMPANY	DALE PROPERTY SERVICES, L.L.C.	6/28/2007	D207308654
501	TX0086278-000	J WHITESIDE & COMPANY	DALE PROPERTY SERVICES, L.L.C.	6/28/2007	D207308656
346	TX0048392-000	ORIA D. ALLISON	PALOMA BARNETT, L.L.C.	12/27/2007	D208082145
104	TX0125479-000	WILLIE & VONDA STEPHENS	DALE PROPERTY SERVICES, L.L.C.	3/27/2008	D208233436
645	TX0127226-000	ELIHU & MARGARET BILLIARD	DALE PROPERTY SERVICES, L.L.C.	3/29/2008	D208237183
293	PARTNER LEASE	DEBRA HOOVER, ET AL	QUICKSILVER RESOURCES, INC	3/2/2009	D209125159
206	TX0436143-000	BIG HEAD INVESTMENT GROUP, INC	VANTAGE FORT WORTH ENERGY, L.L.C.	7/23/2010	D210224802
End of Exhibit "A"					

2010

LOGG4730

**SECOND AMENDMENT TO
DECLARATION OF POOLED UNIT
BRAYLON UNIT**

Electronically Recorded
Chesapeake Operating, Inc.

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

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 26, 2011, as D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as D212110962, Official Public Records of Tarrant County, Texas. Such Declaration is incorporated herein for all purposes.

Whereas, the purpose and intent of this Second Amendment to the Declaration of Pooled Unit – Braylon 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.

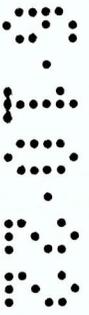
WHEREAS, this instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to 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:

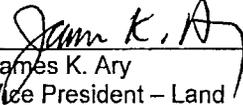
This Declaration of Pooled Unit – Braylon Unit, is hereby amended to include additional leases on said Exhibit "A."

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



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

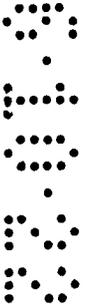
SP
DB

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

Robert W. Kelly, II
Attorney-in-Fact

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy



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 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

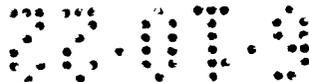


Exhibit "A"

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

TRACT	CHK LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
491	42-0007594-000	DEBBIE DARDEN	CHESAPEAKE EXPLORATION, LLC	1/28/2013	D213093451
306/307	42-0007661-000	ISAIAS VASQUEZ	CHESAPEAKE EXPLORATION, LLC	4/4/2013	D213102867
407	42-0007662-000	ED & ELLA JUSTICE	CHESAPEAKE EXPLORATION, LLC	4/15/2013	D213113483
207	42-0007759-000	CLAY DANE JOLLY	CHESAPEAKE EXPLORATION, LLC	4/22/2013	D213130764
309	42-0007792-001	KEVIN R. GREEN	CHESAPEAKE EXPLORATION, LLC	5/10/2013	D213152807
309	42-0007791-001	DALE W. GREEN	CHESAPEAKE EXPLORATION, LLC	5/10/2013	D213145516
309	42-0007791-003	TERRY L. GREEN	CHESAPEAKE EXPLORATION, LLC	5/10/2013	D213152806
400	42-0007926-001	JOHN DONALD	CHESAPEAKE EXPLORATION, LLC	6/12/2013	D213180400
400	42-0007927-001	BRENDA J. DONALD	CHESAPEAKE EXPLORATION, LLC	6/17/2013	D213180399
400	42-0007925-001	ANN DONALD	CHESAPEAKE EXPLORATION, LLC	7/2/2013	D213180403
400	42-0007961-000	IDA LOUISE DONALD	CHESAPEAKE EXPLORATION, LLC	7/5/2013	D213197972
400	42-0007912-001	J.C. DONALD	CHESAPEAKE EXPLORATION, LLC	7/5/2013	D213180401
400	42-0007924-001	MANUEL DONALD	CHESAPEAKE EXPLORATION, LLC	7/5/2013	D213180402
400	42-0007962-001	SAMUEL G. DONALD	CHESAPEAKE EXPLORATION, LLC	7/8/2013	D213197973
400	42-0007918-001	HENRY E. DONALD	CHESAPEAKE EXPLORATION, LLC	7/8/2013	D213183360
400	42-0007963-001	BERNICE DONALD	CHESAPEAKE EXPLORATION, LLC	7/8/2013	D213197974
400	42-0007919-001	ALBERTA DONALD ELDER	CHESAPEAKE EXPLORATION, LLC	7/9/2013	D213183361
597	42-0008134-000	WILLIE F. MILLER	CHESAPEAKE EXPLORATION, LLC	8/12/2013	D213222654
End of Exhibit "A"					

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



Electronically Recorded

Tarrant County

Official Public Records

11/6/2013 1:48 PM

D213287505

Mary Louise Garcia
Mary Louise Garcia

PGS 4 \$28.00

Submitter: SIMPLIFILE

CORRECTED DECLARATION OF POOLED UNIT

BRAYLON UNIT

Electronically Recorded
Chesapeake Operating, Inc.

L0664731

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 26, 2011, as D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as D212110962, Official Public Records of Tarrant County, Texas. Such Declaration is incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Braylon 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" of the Declaration of Pooled Unit or subsequent Amendments as referenced above.

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.

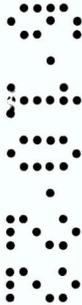
WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the 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 and any subsequent Amendments – Braylon Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as corrected and amended hereby, said Declaration and any corrections or 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 above referenced effective dates of the corresponding original Declaration of Pooled Unit or Amendments.



CORRECTED
DECLARATION OF POOLED UNIT
BRAYLON UNIT

L0664731

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 26, 2011, as D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as D212110962, Official Public Records of Tarrant County, Texas. Such Declaration is incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Braylon 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" of the Declaration of Pooled Unit or subsequent Amendments as referenced above.

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.

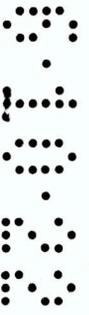
WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the 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:

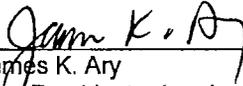
This Declaration of Pooled Unit and any subsequent Amendments – Braylon Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as corrected and amended hereby, said Declaration and any corrections or 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 above referenced effective dates of the corresponding original Declaration of Pooled Unit or Amendments.



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



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

SU DB

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

Robert W. Kelly, II
Attorney-in-Fact

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy



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



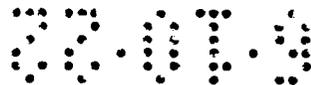
EXHIBIT "A"

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

The original Braylon 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 Braylon Unit:

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY #	DPU
183B/184B	TX0436293-000	SIDURI DEVELOPMENT, L.L.C	VANTAGE FORT WORTH ENERY, L.L.C.	6/1/2011	D211235865	ORIGINAL
41	TX0153701-000	VENTURA TIRADO	CHESAPEAKE EXPLORATION, L.L.C.	6/7/2011	D211142584	ORIGINAL
143	42-048600-000	GLENDA & MICHAEL SPANNAGEL	CHESAPEAKE EXPLORATION, L.L.C.	8/22/2011	D212056819	ORIGINAL
588	42-005825-000	NEW YORK HOLDINGS, L.L.C.	CHESAPEAKE EXPLORATION, L.L.C.	9/6/2011	D211222963	ORIGINAL
448	42-011140-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, L.L.C.	10/21/2011	D211277320	1ST AMENDMENT
597	42-045010-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, L.L.C.	11/29/2011	D212006321	1ST AMENDMENT
End of Exhibit "A"						

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



CORRECTED
DECLARATION OF POOLED UNIT

L 0 6 6 7 6 5 6

BRAYLON UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as Document Number D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as Document Number D212110962, Official Public Records of Tarrant County, Texas. Reference is also made to that Second Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as Document Number D213287504, Official Public Records of Tarrant County, Texas. Reference is also made to that Third Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded December 13, 2013, as Document Number D213313251, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Braylon 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

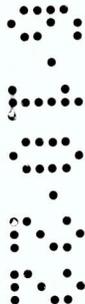
WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

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 – Braylon 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.



Electronically Recorded

Tarrant County

Official Public Records

2/4/2014 9:00 AM

D214021864

Mary Louise Garcia

PGS 4 \$28.00

Mary Louise Garcia

Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT

L0667656

BRAYLON UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as Document Number D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as Document Number D212110962, Official Public Records of Tarrant County, Texas. Reference is also made to that Second Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as Document Number D213287504, Official Public Records of Tarrant County, Texas. Reference is also made to that Third Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded December 13, 2013, as Document Number D213313251, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Braylon 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.

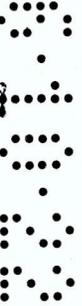
NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – Braylon 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.

Doc 2253

UND 715-0378



EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the 29th day of September, 2011.

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

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

JKA
SW
B
DB

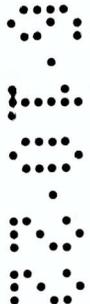
Jamestown Resources, L.L.C
an Oklahoma limited liability company

Robert W. Kelly II
Robert W. Kelly II, Attorney-in-Fact

(m)

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colnot-Deage
Fabien Colnot-Deage, Vice President
Business Development and Strategy



CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA

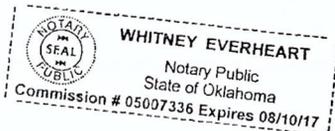
On this, the 14 day of January, 2014, before me Whitney Everheart the undersigned officer, personally appeared James K. Ary, who acknowledged himself to be the Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, and that he as such Vice President – Land of Chesapeake E&P Holding Corporation, 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 Chesapeake E&P Holding Corporation, Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 08/10/17

Signature/Notary Public: Whitney Everheart

Name/Notary Public (print): Whitney Everheart



STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

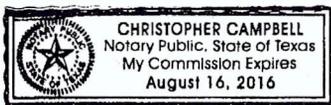
This instrument was acknowledged before me on this 20th day of March, 2014, by Robert W. Kelly II, Attorney-in-Fact of **Jamestown Resources, L.L.C.**, an Oklahoma limited liability company.



Kathleen J. Miller
Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

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



Christopher Campbell
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 Braylon Unit effective as of recording date of the original Declaration of Pooled Unit.

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

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0436273-000	MARSHALL L. BATTS	VANTAGE FORT WORTH ENERGY, LLC	1/21/2011	D211021544
TX0436293-000	SIDURI DEVELOPMENT, LLC	VANTAGE FORT WORTH ENERGY, LLC	6/1/2011	D211235865
42-000842-000	DANA LOCKETT	CHESAPEAKE EXPLORATION, LLC	6/9/2011	D211137903

END OF EXHIBIT "A"

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

2019

Electronically Recorded

Official Public Records

Mary Louise Garcia

Mary Louise Garcia

Tarrant County

5/7/2014 2:26 PM

D214093088

PGS 5 \$32.00

Submitter: SIMPLIFILE



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

Submitter: CHESAPEAKE OPERATING, INC

**MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401**

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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



Electronically Recorded

Tarrant County

Official Public Records

11/10/2014 11:24 AM

D214245365

Mary Louise Garcia

PGS 4 \$28.00

Mary Louise Garcia

Submitter: SIMPLIFILE

**FOURTH AMENDMENT TO
DECLARATION OF POOLED UNIT
BRAYLON UNIT**

L0675185

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as Document Number D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as Document Number D212110962, Official Public Records of Tarrant County, Texas. Reference is also made to that Second Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as Document Number D213287504, Official Public Records of Tarrant County, Texas. Reference is also made to that Third Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded December 13, 2013, as Document Number D213313251, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes

WHEREAS, the purpose and intent of this Fourth Amendment to the Declaration of Pooled Unit – Braylon Unit is to amend the Exhibit "A" to include an additional lease.

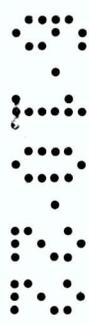
RECITALS

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

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

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

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



**FOURTH AMENDMENT TO
DECLARATION OF POOLED UNIT
BRAYLON UNIT**

LOG75185

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as Document Number D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as Document Number D212110962, Official Public Records of Tarrant County, Texas. Reference is also made to that Second Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as Document Number D213287504, Official Public Records of Tarrant County, Texas. Reference is also made to that Third Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded December 13, 2013, as Document Number D213313251, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes

WHEREAS, the purpose and intent of this Fourth Amendment to the Declaration of Pooled Unit – Braylon Unit is to amend the Exhibit "A" to include an additional lease.

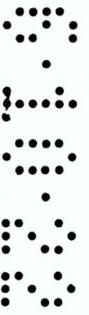
RECITALS

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

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

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

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



This Declaration of Pooled Unit, Braylon Unit, is hereby amended to include the following lease:

LEASE NUMBER: 42-0008866-000
LESSOR: MICHAEL PHILLIPS
LESSEE: CHESAPEAKE EXPLORATION, LLC
LEASE DATE: 3/11/2014
RECORDING: D214049570

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

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

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

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

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

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

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

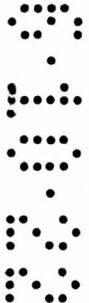
By: Fabien Colmet-Daage
Fabien Colmet-Daage, Vice President
Business Development and Strategy

QUICKSILVER RESOURCES, INC.

By: _____
Name: _____
Title: _____

TG BARNETT RESOURCES, L.P.

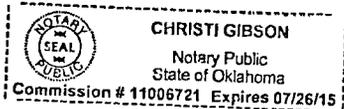
By: _____
Name: _____
Title: _____



CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 17th day of AUGUST, 2014, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.



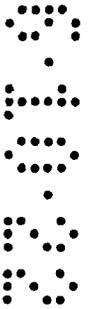
Christi Gibson
Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

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

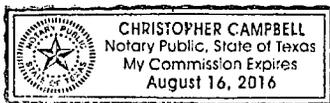


Deanne M Moore
Notary Public of the State of Oklahoma



STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this, 29 day of October, 2014, by ~~Fabien Colinet Daage~~ ^{Pierre Colinet} 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.



P. Colinet
Notary Public in and for the State of Texas

Electronically Recorded

Tarrant County

Official Public Records

11/11/2014 2:24 PM

D214246914

Mary Louise Garcia

PGS 4 \$28.00

Mary Louise Garcia

Submitter: SIMPLIFILE

L0675288

CORRECTED
DECLARATION OF POOLED UNIT
BRAYLON UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as Document Number D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as Document Number D212110962, Official Public Records of Tarrant County, Texas. Reference is also made to that Second Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as Document Number D213287504, Official Public Records of Tarrant County, Texas. Reference is also made to that Third Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded December 13, 2013, as Document Number D213313251, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes

RECITALS

WHEREAS, the purpose and intent of this Corrected Declaration of Pooled Unit – Braylon 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 – Braylon Unit, is hereby corrected to include the following lease:

LEASE NUMBER: 42-006671-000
LESSOR: SAMMY G & ERNESTINE EDMOND
LESSEE: CHESAPEAKE EXPLORATION, LLC
LEASE DATE: 9/14/2011
RECORDING: D211229098



L0675288

CORRECTED
DECLARATION OF POOLED UNIT
BRAYLON UNIT

Electronically Recorded
Chesapeake Operating, Inc.

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

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as Document Number D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as Document Number D212110962, Official Public Records of Tarrant County, Texas. Reference is also made to that Second Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as Document Number D213287504, Official Public Records of Tarrant County, Texas. Reference is also made to that Third Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded December 13, 2013, as Document Number D213313251, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes

RECITALS

WHEREAS, the purpose and intent of this Corrected Declaration of Pooled Unit – Braylon 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.

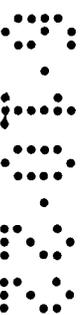
WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the 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 – Braylon Unit, is hereby corrected to include the following lease:

LEASE NUMBER: 42-006671-000
LESSOR: SAMMY G & ERNESTINE EDMOND
LESSEE: CHESAPEAKE EXPLORATION, LLC
LEASE DATE: 9/14/2011
RECORDING: D211229098

DOC 3764



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 29th day of September, 2011.

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

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

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

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

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

By: Pierre Gemeny
Pierre Gemeny
Fabien Colinet Daage, Vice President
Business Development and Strategy *Pierre Gemeny*

QUICKSILVER RESOURCES, INC.

By: _____
Name: _____
Title: _____

TG BARNETT RESOURCES, L.P.

By: _____
Name: _____
Title: _____

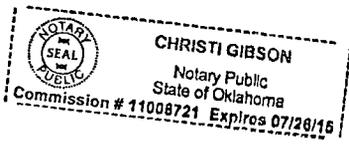


CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 7th day of AUGUST, 2014, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.

Christi Gibson
Notary Public of the State of Oklahoma



STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

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

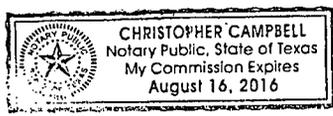
Deanne Moore
Notary Public of the State of Oklahoma



STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this, 25 day of October, 2014, by Fabien Coimet 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.

Christopher Campbell
Notary Public in and for the State of Texas



Electronically Recorded

Tarrant County

Official Public Records

11/21/2014 1:39 PM

D214254809

Mary Louise Garcia

PGS 3 \$24.00

Submitter: SIMPLIFILE

Mary Louise Garcia

CORRECTED

DECLARATION OF POOLED UNIT
BRAYLON UNIT

Electronically Recorded
Chesapeake Operating, Inc.

L0675626

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as Document Number D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as Document Number D212110962, Official Public Records of Tarrant County, Texas. Reference is also made to that Second Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as Document Number D213287504, Official Public Records of Tarrant County, Texas. Reference is also made to that Third Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded December 13, 2013, as Document Number D213313251, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes

RECITALS

WHEREAS, the purpose and intent of this Corrected Declaration of Pooled Unit – Braylon 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

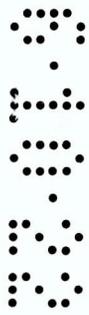
WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

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 – Braylon Unit, is hereby corrected to include the following lease:

LEASE NUMBER: TX-500181-000
LESSOR: CITY OF FORT WORTH
LESSEE: CHESAPEAKE EXPLORATION, LLC
LEASE DATE: 8/8/2013
RECORDING: D213299413



10675626

CORRECTED
DECLARATION OF POOLED UNIT
BRAYLON UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as Document Number D211236166, Official Public Records of Tarrant County, Texas. Reference is also made to that First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as Document Number D212110962, Official Public Records of Tarrant County, Texas. Reference is also made to that Second Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as Document Number D213287504, Official Public Records of Tarrant County, Texas. Reference is also made to that Third Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded December 13, 2013, as Document Number D213313251, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes

RECITALS

WHEREAS, the purpose and intent of this Corrected Declaration of Pooled Unit – Braylon 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

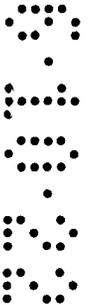
WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

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 – Braylon Unit, is hereby corrected to include the following lease:

LEASE NUMBER: TX-500181-000
LESSOR: CITY OF FORT WORTH
LESSEE: CHESAPEAKE EXPLORATION, LLC
LEASE DATE: 8/8/2013
RECORDING: D213299413



UND 715-0378

(u)

DOC 3991

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 6th day of November, 2013.

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

By: James K. Ary *dec 20 11/21/13*
James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager

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

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

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

By: Pierre Germain
Pierre Germain, Vice President
Business Development and Strategy

Quicksilver Resources, Inc.

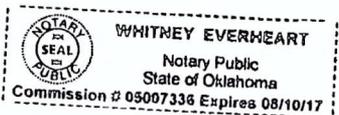
By: _____
Name: _____
Title: _____



CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 24 day of September, 2014, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.



Whitney Everheart
Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

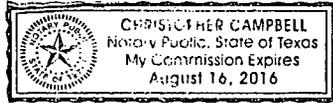
This instrument was acknowledged before me on this, 21st day of October, 2014, by Robert W. Kelly II, Attorney-in-Fact of **Jamestown Resources, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such limited liability company.



Deanne M Moore
Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this, 10 day of November, 2014, 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. S. H.
Notary Public in and for the State of Texas



STATE OF _____)
) §
COUNTY OF _____)

This instrument was acknowledged before me on this, ____ day of _____, 2014, by _____ of **Quicksilver Resources, Inc.**, 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

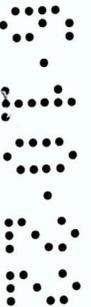
Notary Public of the State of Oklahoma



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.

CORRECTED
DECLARATION OF POOLED UNIT
BRAYLON UNIT

LG683643

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

Reference is made to the following instruments:

1. That certain Declaration of Pooled Unit for the Braylon Unit, recorded September 29, 2011, as D211236166, in the Official Public Records of Tarrant County, Texas ("DPU").
2. That certain First Amendment Declaration of Pooled Unit for the Braylon Unit, recorded May 8, 2012, as D212110962, in the Official Public Records of Tarrant County, Texas.
3. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded September 21, 2012, as D212233504, in the Official Public Records of Tarrant County, Texas.
4. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded April 3, 2013, as D213083489, in the Official Public Records of Tarrant County, Texas.
5. That certain Second Amendment Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as D213287504, in the Official Public Records of Tarrant County, Texas.
6. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded November 6, 2013, as D213287505, in the Official Public Records of Tarrant County, Texas.
7. That certain Third Amendment Declaration of Pooled Unit for the Braylon Unit, recorded December 13, 2013, as D213313251, in the Official Public Records of Tarrant County, Texas.
8. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded February 4, 2014, as D214021864, in the Official Public Records of Tarrant County, Texas.
9. That certain Fourth Amendment Declaration of Pooled Unit for the Braylon Unit, recorded November 10, 2014, as D214245365, in the Official Public Records of Tarrant County, Texas.
10. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded November 11, 2014, as D214245914, in the Official Public Records of Tarrant County, Texas.
11. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded November 21, 2014, as D214254809, in the Official Public Records of Tarrant County, Texas.



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

WHEREAS, the undersigned desire to include additional leases contained within the Unit Area.

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:

Exhibit "A" of the DPU is hereby corrected to include all of the oil and gas leases listed on Exhibit "A" attached hereto.

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

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. Failure of one or more parties owning an interest in the unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument.

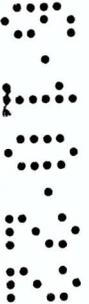
EXECUTED by the undersigned parties on the respective date of acknowledgment hereof, to be effective for all purposes as of the effective date of said DPU.

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

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

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

By: _____
Pierre Germain, Vice President
Business Development and Strategy



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

By: [Signature]
Robert W. Kelly II, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 5th day of May, 2015, by Robert W. Kelly II, as Attorney-in-Fact of Jamestown Resources, L.L.C., on behalf of said limited liability company.



Duane M Moore
Notary Public

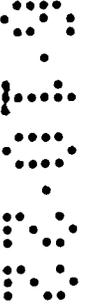


EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Braylon Unit, effective as the date of the original DPU.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY #
TX0065268-000	KIMEE N MANNING	DALE PROPERTY SERVICES, LLC	1/26/2007	D207099552
TX0060890-000	CLARA BEE	DALE PROPERTY SERVICES, LLC	2/6/2007	D207060615
TX0071061-000	TEXAS REHAB GROUP, LLC	DALE PROPERTY SERVICES, LLC	5/8/2007	D207161821
TX0071553-000	RODNEY ALLEN	DALE PROPERTY SERVICES, LLC	5/9/2007	D207166324
TX0073181-000	RODNEY ALLEN	DALE PROPERTY SERVICES, LLC	5/22/2007	D207180538
TX0085343-000	LUXOR REAL ESTATE INVESTMENT C	DALE PROPERTY SERVICES, LLC	8/20/2007	D207305594
TX0125382-000	ANNIE TUTT TAYLOR	DALE PROPERTY SERVICES, LLC	5/3/2008	D208231837
TX0436115-000	RUBIE BROWN TAYLOR	VANTAGE FORT WORTH ENERGY LLC	7/10/2010	D210219700
TX0436139-000	EDDIE PEARL MITCHELL	VANTAGE FORT WORTH ENERGY LLC	7/22/2010	D210235126
TX0436140-000	DOUGLAS AND ADA WHITAKER	VANTAGE FORT WORTH ENERGY LLC	7/22/2010	D211019438
TX0436141-000	R L AND ODESSA L WOODERT	VANTAGE FORT WORTH ENERGY LLC	7/22/2010	D210219704
TX0436151-000	ELIZABETH THOMAS	VANTAGE FORT WORTH ENERGY LLC	7/27/2010	D210230725
TX0436153-000	JEFFERSON, JR & DERALYN DAVIS	VANTAGE FORT WORTH ENERGY LLC	7/28/2010	D210232459
TX0436154-000	ALICE BELLO	VANTAGE FORT WORTH ENERGY LLC	7/28/2010	D210230723
TX0436155-000	NOLA NEALY BRENNAN	VANTAGE FORT WORTH ENERGY LLC	7/28/2010	D210230721
TX0436156-000	SHIRLYE Y BRAZZELL	VANTAGE FORT WORTH ENERGY LLC	7/28/2010	D210232407
TX0436170-001	NIKKINA ANN HUGHES	VANTAGE FORT WORTH ENERGY LLC	8/5/2010	D210268110
TX0436170-002	LARON HUGHES	VANTAGE FORT WORTH ENERGY LLC	8/21/2010	D210230712
TX0436179-000	JOHNNIE, JR AND MARY R DUNCAN	VANTAGE FORT WORTH ENERGY LLC	8/23/2010	D210232475
TX0436205-000	GUSTAVO AGUILAR	VANTAGE FORT WORTH ENERGY LLC	9/21/2010	D210268111
TX0436223-000	MICHAEL LEE ALDRIDGE	VANTAGE FORT WORTH ENERGY LLC	10/11/2010	D210275793
TX0436224-000	ROY LEE TAYLOR	VANTAGE FORT WORTH ENERGY LLC	10/12/2010	D210268292
TX0436227-000	KATIE MAE SHARPER	VANTAGE FORT WORTH ENERGY LLC	10/14/2010	D210268293
TX0436257-000	ROXIE FAYE BROOKS	VANTAGE FORT WORTH ENERGY LLC	11/29/2010	D210302864
TX0149646-000	HOWARD LEE AND MARY LEE DAVIS	CHESAPEAKE EXPLORATION LLC	12/13/2010	D210311838
42-0007791-002	TERRY L GREEN	CHESAPEAKE EXPLORATION LLC	5/10/2013	D213152806
TX-500178-000	STATE OF TEXAS - MF 115596	CHESAPEAKE EXPLORATION LLC	8/20/2013	D214051821
42-0009752-000	JOSHUA URBAN	CHESAPEAKE EXPLORATION LLC	8/4/2014	D214171422
42-0010089-000	ROBERT L. SR & HELEN C EPPS	CHESAPEAKE EXPLORATION LLC	9/26/2014	D214225351
42-0010126-000	GARY MINOR	CHESAPEAKE EXPLORATION LLC	9/26/2014	D214213873
42-0010148-000	JOSE JUAN AGUADO & NATALIE SAR	CHESAPEAKE EXPLORATION LLC	10/27/2014	D214246115
42-0010151-000	DAMIUN HENDERSON	CHESAPEAKE EXPLORATION LLC	10/27/2014	D214246114



EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Braylon Unit, effective as the date of the original DPU.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY #
42-0010340-001	DIANE LESTER CARTER	CHESAPEAKE EXPLORATION LLC	10/28/2014	D214255938
42-0010340-002	ELIZABETH CARTER GOODWIN	CHESAPEAKE EXPLORATION LLC	10/28/2014	D214255939
42-0010340-003	ELAINE CARTER MAYES	CHESAPEAKE EXPLORATION LLC	10/28/2014	D214255940
42-0010340-004	EMZIE CARTER, III	CHESAPEAKE EXPLORATION LLC	10/28/2014	D214255941
42-0010325-000	OSCAR GARCIA	CHESAPEAKE EXPLORATION LLC	10/31/2014	D214255937
42-0010395-000	CIRCLE BAR F INVESTMENTS LLC	CHESAPEAKE EXPLORATION LLC	11/6/2014	D214255936
42-0010297-000	THE BAYAMERICA TRUST NO. 2	CHESAPEAKE EXPLORATION LLC	11/13/2014	D214255962
42-0010453-000	ARMANDO & ALMA NELY ROJERO	CHESAPEAKE EXPLORATION LLC	11/14/2014	D214255953
42-0010472-000	ROSALIA HERRERA RODRIGUEZ	CHESAPEAKE EXPLORATION LLC	11/19/2014	D214255963
42-0010485-000	GLEN MITCHELL, DELORES JOHNSON	CHESAPEAKE EXPLORATION LLC	11/26/2014	D214271926
42-0010227-000	LONDON FUNDING, LLC	CHESAPEAKE EXPLORATION LLC	12/3/2014	D214264524
42-0010335-000	COOK INVESTCO, LLC	CHESAPEAKE EXPLORATION LLC	12/8/2014	D214271923
42-0010680-000	JAMES E AND OLIVIA G EPPS	CHESAPEAKE EXPLORATION LLC	1/8/2015	D215010477

END OF EXHIBIT "A"

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



**FIFTH AMENDMENT AND CORRECTION TO DECLARATION OF POOLED UNIT
BRAYLON UNIT**

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

Reference is made to the following instruments:

1. That certain Declaration of Pooled Unit for the Braylon Unit, effective 9/26/2011 and recorded 9/29/2011 as D211236166, with counterpart filings recorded as D211300006 and D212005964, Official Public Records of Tarrant County, Texas ("DPU").
2. That certain First Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded 5/8/2012 as D212110962, Official Public Records of Tarrant County, Texas.
3. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded 9/21/2012 as D212233504, with a counterpart filing recorded as D212249607, Official Public Records of Tarrant County, Texas.
4. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded 4/3/2013 as D213083489, with a counterpart filing recorded as D213299412, Official Public Records of Tarrant County, Texas.
5. That certain Second Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded 11/6/2013 as D213287504, with a counterpart filing recorded as D214093231, Official Public Records of Tarrant County, Texas.
6. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded 11/6/2013 as D213287505, with a counterpart filing recorded as D214121984, Official Public Records of Tarrant County, Texas.
7. That certain Third Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded 12/13/2013 as D213313251, with a counterpart filing recorded as D214065346, Official Public Records of Tarrant County, Texas.
8. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded 2/4/2014 as D214021864, with a counterpart filing recorded as D214093088, Official Public Records of Tarrant County, Texas.
9. That certain Fourth Amendment to Declaration of Pooled Unit for the Braylon Unit, recorded 11/10/2014 as D214245365, with a counterpart filing recorded as D215053141, Official Public Records of Tarrant County, Texas.
10. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded 11/11/2014 as D214246914, with a counterpart filing recorded as D215053142, Official Public Records of Tarrant County, Texas.
11. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded 11/21/2014 as D214254809, with a counterpart filing recorded as D215055100, Official Public Records of Tarrant County, Texas.
12. That certain Corrected Declaration of Pooled Unit for the Braylon Unit, recorded 5/13/2015 as D215099231, with a counterpart filing recorded as D215214926, Official Public Records of Tarrant County, Texas.

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

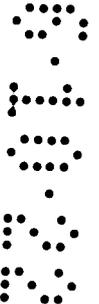
RECITALS

WHEREAS, the undersigned desire to amend and correct the Exhibit "A" of the DPU to include additional leases within the Unit Area 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

D222062503
03/09/2022 01:06 PM Page: 1 of 12 Fees: \$59.00
NOTICE
SUBMITTER: DLS ACQUISITIONS, L.P. (DALE RESOURCES)

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK



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.

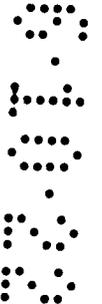
NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Exhibit "A" of the DPU is hereby amended and corrected to include certain oil and gas leases as identified on Exhibit "A" attached hereto.
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 from 390.87 acres to **348.77 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.

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

[signature pages follow]



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

By: *Brett Austin* 15
Brett Austin
Vice President – Land

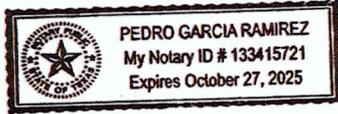
TotalEnergies E&P USA Barnett 2, LLC
a Delaware limited liability company

By: *Brett Austin* 15
Brett Austin
Vice President - Land

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

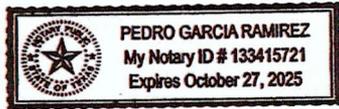
The foregoing instrument was acknowledged before me on this 27th day of November, 2021, by Brett Austin, Vice President - Land of TotalEnergies E&P USA Barnett 1, LLC, a Delaware limited liability company, as the act and deed on behalf of such limited liability company.



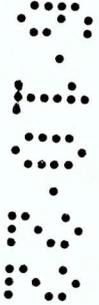
Pedro Garcia Ramirez
Notary Public for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this 27th day of November, 2021, 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.



Pedro Garcia Ramirez
Notary Public for the State of Texas



BKV Barnett, LLC

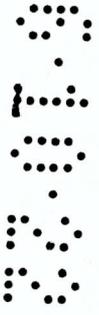
By: [Signature]
Name: Matt Johnson
Title: VP - Land & Corp Dev

ACKNOWLEDGMENT

STATE OF COLORADO §
 §
COUNTY OF ARAPAHOE §

The foregoing instrument was acknowledged before me on this 4th day of January, 2022
by Matt Johnson, VP - Land & Corp Dev of BKV Barnett, LLC, a Delaware/limited liability
company, as the act and deed on behalf of such limited liability company.

[Signature]
Notary Public for the State of Colorado



MORENO ENERGY, INC.

By: FF
F. Fox Benton, III
President

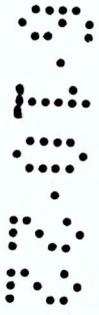
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 14th day of December, 20 21, by F. Fox Benton, III, as President of MORENO ENERGY, INC. a Texas corporation, as the act and deed on behalf of such corporation.



Heidi Thomas Schulte
Notary Public for the State of Texas



Evolution Petroleum Corporation

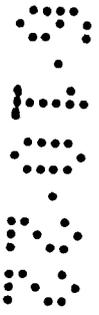
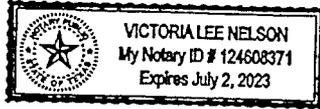
By [Signature]
Name JASON E. BROWN
Title PRESIDENT & CEO

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this 17th day of December 2021
by Jason E. Brown of Evolution Petroleum Corporation, as the act and deed on behalf of such corporation

[Signature]
Notary Public



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

FILED AS RECEIVED



EXHIBIT "A"

Attached to and made a part of that Fifth Amendment and Correction to Declaration of Pooled Unit for the BRAYLON UNIT.

The Braylon Unit Exhibit "A" is hereby CORRECTED to ADD the following oil and gas leases, which were 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	LEGAL	BLK	LOT
TX0118691-000	FWM PROPERTIES, LLC	DALE PROPERTY SERVICES, LLC	5/6/2008	D208169533	EASTWOOD TERRACE	3	A2
TX0059670-000	BERNARD REESE	DALE PROPERTY SERVICES, LLC	1/31/2007	D207055256	EASTWOOD ADDITION	18	2

The Braylon Unit Exhibit "A" is hereby AMENDED to ADD the following oil and gas leases and agreements, as limited to those lands insofar and only insofar as said leases cover lands within the Unit depicted in Exhibit "B" of the DPU:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	LEGAL	BLK	LOT
TX7770742-000	REBA DELORES MOORE	TOTAL E&P USA BARNETT, LLC	3/8/2021	D221072921	HOME ACRES	6	21B
TX7770743-000	RNA FINANCIAL, LLC	TOTAL E&P USA BARNETT, LLC	3/10/2021	D221064589	HOME ACRES	5	9
TX7770798-000	ANGELIA D MINTER	TOTAL E&P USA BARNETT, LLC	4/24/2021	D221118150	HOME ACRES	5	PART OF 12
TX0056433-002	JAMES W MINTER SR	TOTAL E&P USA BARNETT, LLC	4/24/2021	D221118151	HOME ACRES	5	11
TX7770769-000	KHORRAMI ROYALTY FAMILY PARTNERSHIP	TOTAL E&P USA BARNETT, LLC	3/10/2021	D221064279	HOME ACRES	8	21
TX7770788-000	MICHAEL PHILLIPS	TOTAL E&P USA BARNETT, LLC	4/8/2021	D221101335	EASTWOOD TERRACE	9	14
TX7770561-000	HERITAGE OIL & GAS, LLC	TOTAL E&P USA BARNETT, LLC	6/21/2020	D220180221	EASTWOOD ADDITION	18	5
TX7770551-000	METRO ROYALTY, INC	TOTAL E&P USA BARNETT, LLC	5/13/2020	D220112384	EASTWOOD TERRACE	1	5
TX7770908-000	CITY OF FORT WORTH	TOTAL ENERGIES E&P USA BARNETT 1, LLC	10/21/2021	D221329843	WILBARGER ST, VILLAGE CRK RD		ROW
TX7770908-000	CITY OF FORT WORTH	TOTAL ENERGIES E&P USA BARNETT 1, LLC	10/21/2021	D221329843	HOME ACRES	5	PART OF 23

End of Exhibit "A"

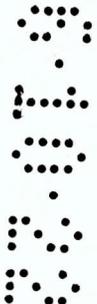


EXHIBIT "B"

Attached to and made a part of that Fifth Amendment and Correction to Declaration of Pooled Unit for the BRAYLON UNIT.

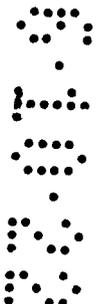
Being **348.77 acres** out of a 390.87 acre unit of land, more or less, lying and being situated in The City of Fort Worth, Tarrant County, Texas in the G. J. Ashabranner Survey, A-7, and being more particularly described as follows:

BEGINNING at the centerline intersection of Berry Street and Village Creek Road, for the most northerly, northeast corner of this unit and having Texas Coordinate System of 1927 Values of X=2,077,453.4 and Y=380,243.2;

THENCE along the easterly perimeter of this unit, as follows:
South 00 degrees 34 minutes 14 seconds East, 1175.38 feet;
South 89 degrees 59 minutes 09 seconds East, 128.78 feet;
Along a clockwise curve, having a radius of 682.70 feet, an arc length of 535.91 feet, and a chord of South 67 degrees 22 minutes 12 seconds East, 522.26 feet;
Along a clockwise curve, having a radius of 519.10 feet, an arc length of 407.49 feet, and a chord of South 22 degrees 13 minutes 56 seconds East, 397.10 feet;
South 00 degrees 25 minutes 21 seconds East, 220.55 feet;
South 00 degrees 14 minutes 57 seconds East, 65.00 feet;
North 89 degrees 35 minutes 22 seconds East, 125.12 feet;
South 00 degrees 20 minutes 50 seconds East, 194.98 feet;
North 89 degrees 37 minutes 00 seconds East, 680.08 feet; and
South 00 degrees 13 minutes 52 seconds East, 2686.99 feet to the southeast corner of this unit, being at the intersection of Carey Street and Wilbarger Street;

THENCE along the southerly perimeter of this unit, as follows:
North 62 degrees 33 minutes 37 seconds West, 314.87 feet;
Along a counterclockwise curve, having a radius of 824.00 feet, an arc length of 178.81 feet, and a chord of North 68 degrees 47 minutes 00 seconds West, 178.46 feet;
Along a counterclockwise curve, having a radius of 1079.33 feet, an arc length of 288.85 feet, and a chord of North 82 degrees 40 minutes 00 seconds West, 287.99 feet;
South 89 degrees 40 minutes 00 seconds West, 472.90 feet;
South 87 degrees 42 minutes 28 seconds West, 174.97 feet;
South 89 degrees 45 minutes 47 seconds West, 174.51 feet;
South 00 degrees 24 minutes 06 seconds East, 52.04 feet;
Along a clockwise curve, having a radius of 762.00 feet, an arc length of 513.99 feet, and a chord of South 18 degrees 55 minutes 19 seconds West, 504.30 feet;
South 38 degrees 14 minutes 45 seconds West, 358.81 feet;
Along a counterclockwise curve, having a radius of 623.19 feet, an arc length of 294.58 feet, and a chord of South 24 degrees 43 minutes 30 seconds West, 291.84 feet;
South 11 degrees 12 minutes 39 seconds West, 150.15 feet;
North 78 degrees 53 minutes 53 seconds West, 50.07 feet;
North 84 degrees 07 minutes 49 seconds West, 76.30 feet;
South 76 degrees 27 minutes 10 seconds West, 66.34 feet;
South 75 degrees 24 minutes 17 seconds West, 90.08 feet;
South 77 degrees 50 minutes 17 seconds West, 135.00 feet;
North 12 degrees 09 minutes 43 seconds West, 140.21 feet;
South 77 degrees 43 minutes 37 seconds West, 110.31 feet;
North 00 degrees 20 minutes 43 seconds West, 429.35 feet;
Along a counterclockwise curve, having a radius of 592.48 feet, an arc length of 286.60 feet, and a chord of North 14 degrees 12 minutes 11 seconds West, 283.81 feet;
Along a counterclockwise curve, having a radius of 1027.25 feet, an arc length of 388.80 feet, and a chord of North 38 degrees 54 minutes 13 seconds West, 386.48 feet;
North 49 degrees 44 minutes 43 seconds West, 239.20 feet; and
North 89 degrees 45 minutes 57 seconds West, 324.91 feet to the southwest corner of this unit, being in Wilbarger Street at its intersection with Wilhelm Street;

THENCE along the westerly perimeter of this unit, as follows:
North 00 degrees 22 minutes 21 seconds West, 2052.13 feet;
Along a counterclockwise curve, having a radius of 206.56 feet, an arc length of 130.04 feet, and a chord of North 18 degrees 21 minutes 15 seconds West, 127.90 feet;
North 36 degrees 23 minutes 22 seconds West, 31.68 feet;
South 50 degrees 46 minutes 07 seconds West, 30.04 feet;
North 36 degrees 23 minutes 22 seconds West, 144.85 feet;
Along a counterclockwise curve, having a radius of 628.00 feet, an arc length of 32.00 feet, and a chord of North 52 degrees 37 minutes 34 seconds East, 31.99 feet;
North 51 degrees 09 minutes 59 seconds East, 25.39 feet;
North 41 degrees 01 minutes 52 seconds West, 170.13 feet;
North 51 degrees 09 minutes 59 seconds East, 101.11 feet;
North 41 degrees 34 minutes 24 seconds West, 170.19 feet;
Along a counterclockwise curve, having a radius of 146.00 feet, an arc length of 128.98 feet, and a chord



of North 25 degrees 51 minutes 29 seconds East, 124.83 feet;
 North 00 degrees 32 minutes 59 seconds East, 47.61 feet;
 North 89 degrees 46 minutes 06 seconds West, 251.42 feet;
 North 00 degrees 08 minutes 08 seconds West, 837.29 feet;
 South 89 degrees 48 minutes 28 seconds West, 209.18 feet;
 North 00 degrees 11 minutes 32 seconds West, 160.34 feet;
 Along a clockwise curve, having a radius of 601.88 feet, an arc length of 117.95 feet, and a chord of North
 76 degrees 56 minutes 24 seconds West, 117.76 feet;
 North 71 degrees 19 minutes 32 seconds West, 47.75 feet;
 Along a counterclockwise curve, having a radius of 376.83 feet, an arc length of 49.59 feet, and a chord of
 North 09 degrees 07 minutes 11 seconds East, 49.55 feet;
 North 89 degrees 45 minutes 19 seconds West, 155.38 feet;
 North 00 degrees 14 minutes 41 seconds East, 144.42 feet;
 North 89 degrees 45 minutes 19 seconds West, 157.51 feet;
 North 00 degrees 16 minutes 37 seconds East, 290.00 feet;
 North 89 degrees 45 minutes 19 seconds West, 313.65 feet;
 North 00 degrees 14 minutes 42 seconds East, 239.97 feet;
 South 89 degrees 43 minutes 23 seconds East, 157.17 feet;
 North 00 degrees 16 minutes 25 seconds East, 60.00 feet;
 South 89 degrees 43 minutes 23 seconds East, 156.61 feet;
 North 00 degrees 16 minutes 37 seconds East, 60.00 feet;
 South 89 degrees 43 minutes 23 seconds East, 157.38 feet;
 North 00 degrees 16 minutes 23 seconds East, 60.00 feet;
 South 89 degrees 43 minutes 23 seconds East, 155.67 feet;
 North 00 degrees 10 minutes 45 seconds East, 28.80 feet;
 Along a clockwise curve, having a radius of 961.05 feet, an arc length of 41.16 feet, and a chord of North
 01 degrees 30 minutes 14 seconds East, 41.16 feet;
 South 87 degrees 20 minutes 04 seconds East, 143.92 feet;
 North 00 degrees 11 minutes 32 seconds West, 70.02 feet;
 North 89 degrees 18 minutes 23 seconds East, 209.99 feet;
 South 00 degrees 08 minutes 08 seconds East, 162.81 feet;
 North 89 degrees 53 minutes 42 seconds East, 42.71 feet;
 North 00 degrees 06 minutes 18 seconds West, 174.92 feet;
 North 89 degrees 43 minutes 25 seconds East, 137.49 feet; and
 North 00 degrees 06 minutes 18 seconds West, 195.92 feet to the most northern northwest corner of this
 unit, being in Berry Street;

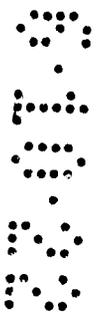
THENCE along the northerly perimeter of this unit being in Berry Street, as follows:

South 89 degrees 56 minutes 06 seconds East, 990.37 feet;
 Along a clockwise curve, having a radius of 864.50 feet, an arc length of 613.84 feet, and a chord of South
 69 degrees 39 minutes 12 seconds East, 601.02 feet;
 Along a counterclockwise curve, having a radius of 912.20 feet, an arc length of 650.90 feet, and a chord
 of South 69 degrees 45 minutes 12 seconds East, 637.18 feet; and
 South 89 degrees 51 minutes 20 seconds East, 18.79 feet to the PLACE OF BEGINNING, containing
 390.87 ACRES of land, more or less.

Reference is hereby made to a separate plat of the subject unit.
 Bearings are based on the Texas Coordinate System of 1927, North Central Zone 4202, as obtained by
 GPS observations.

LESS, SAVE AND EXCEPT the following described 40.10 acres of land:

TRACT	ACRES	ADDITION/SURVEY	BLK	LOT/TRACT	PARCEL ID
1	0.0400	G J ASSABRANNER SVY, A-7		TR 33G	A 7-33G
2	0.8800	G J ASSABRANNER SVY, A-7		TR 40	A 7-40
14	0.7300	HOME ACRES	1	7A & 8A	19070-1-7A
48	0.3100	HOME ACRES	2	1AR	19070-2-1AR
90	0.2400	EDGEWOOD PARK ADDITION	3	28	11010-3-28
97	0.2400	EDGEWOOD PARK ADDITION	3	9	11010-3-9
103	0.3000	EDGEWOOD PARK ADDITION	3	2	11010-3-2
107	0.3800	EDGEWOOD PARK ADDITION	4	17	11010-4-17
110	0.2800	EDGEWOOD PARK ADDITION	4	10	11010-4-10
111	0.2200	EDGEWOOD PARK ADDITION	4	5	11010-4-5
113	0.2200	EDGEWOOD PARK ADDITION	4	3	11010-4-3
132	0.2300	EDGEWOOD PARK ADDITION	3	17	11010-3-17
146D	0.3300	WILKES SUBDIVISION	3	E1	46840-E1
149	0.8200	HOME ACRES	3	19A & 19B	19070-3-19A 19070-3-19B
153	1.0900	HOME ACRES	3	1	19070-3-1
183A	0.2000	HOME ACRES	4	6B	19070-4-6B
184A	0.1900	HOME ACRES	4	7B	19070-4-6B
192	0.6800	HOME ACRES	4	1A	19070-4-1A



TRACT	ACRES	ADDITION/SURVEY	BLK	LOT/TRACT	PARCEL ID
193	0.4900	HOME ACRES	4	1B2, 2B2 & 3B2	19070-4-1B2
225	0.4300	HOME ACRES	6	21A	19070-6-21A
232A	0.4300	HOME ACRES	6	22A	19070-6-22A
239	0.1700	HOME ACRES	5	17A	19070-5-17A
241	0.7900	HOME ACRES	5	22A	19070-5-22A
275A	0.5100	Part of WILBARGER STREET			ROW
276	1.0800	HOME ACRES	7	15	19070-7-15
277	1.0600	HOME ACRES	7	16	19070-7-15
278	0.9800	HOME ACRES	7	18	19070-7-15
279	0.9800	HOME ACRES	7	19	19070-7-15
280	0.8600	HOME ACRES	7	8	19070-7-8
281	0.9800	HOME ACRES	7	20	19070-7-15
292	0.9800	HOME ACRES	7	22	19070-7-22
296	0.9700	HOME ACRES	7	17	19070-7-15
305	0.2300	HOME ACRES	8	17C2	19070-8-17C2
329	0.3000	HOME ACRES	1	6A	19070-1-6A
340	0.2300	FAIR HAVENS ADDITION	2-R	5	13440-2R-5
342	0.2300	FAIR HAVENS ADDITION	2-R	38	13440-2R-38
345	0.2300	FAIR HAVENS ADDITION	2-R	10	13440-2R-10
348	0.2300	FAIR HAVENS ADDITION	2-R	34	13440-2R-34
352	0.2300	FAIR HAVENS ADDITION	2-R	40	13440-2R-40
360	0.2300	FAIR HAVENS ADDITION	2-R	26	13440-2R-26
366	0.2300	FAIR HAVENS ADDITION	2-R	20	13440-2R-20
399	0.3000	FAIR HAVENS ADDITION	5	2	13440-5-2
403	0.2400	WHITEHALL ADDITION	3	9	46600-3-9
415	0.2100	WHITEHALL ADDITION	2	32	46600-2-32
429	0.2000	EASTWOOD 4TH ADDITION	8	15	10770-8-15
432	0.2000	EASTWOOD 4TH ADDITION	8	9	10770-8-9
455	0.2300	EASTWOOD TERRACE ADDITION	9	11	10790-9-11
456	0.3600	EASTWOOD TERRACE ADDITION	9	12	10790-9-12
458	0.2300	EASTWOOD TERRACE ADDITION	9	9	10790-9-9
488	11.4000	EASTWOOD TERRACE ADDITION	12R	1A	10790-12R-1A
508	0.2800	EASTWOOD TERRACE ADDITION	4	6R	10790-4-6R
510	0.2300	EASTWOOD TERRACE ADDITION	4	15	10790-4-15
511	0.3500	EASTWOOD TERRACE ADDITION	4	25	10790-4-25
512	0.2400	EASTWOOD TERRACE ADDITION	4	30	10790-4-30
516	0.2500	EASTWOOD TERRACE ADDITION	4	11	10790-4-11
523	0.2300	EASTWOOD TERRACE ADDITION	4	23	10790-4-23
538	0.2400	EASTWOOD TERRACE ADDITION	3	5	10790-3-5
547	0.2200	EASTWOOD TERRACE ADDITION	3	12	10790-3-12
560	0.2100	EASTWOOD ADDITION	14	22	10760-14-22
568	0.2100	EASTWOOD ADDITION	14	27	10760-14-27
583	0.3200	EASTWOOD ADDITION	27	9	10760-27-9
587	0.3400	EASTWOOD ADDITION	18	1	10760-18-1
593	0.2100	EASTWOOD ADDITION	18	10	10760-18-10
606	0.2100	EASTWOOD ADDITION	16	5	10760-16-5
623	0.2300	EASTWOOD TERRACE ADDITION	7	10	10790-7-10
626	0.2300	EASTWOOD TERRACE ADDITION	7	21	10790-7-21
672	0.2500	EASTWOOD TERRACE ADDITION	5	25	10790-5-25
703	0.3600	EASTWOOD TERRACE ADDITION	1	1	10790-1-1
729	3.8900	Part of VILLAGE CREEK ROAD			ROW

Leaving 348.77 total unit acres of land, more or less.

End of Exhibit "B"

2019

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File No. MF 115596

Tarrant County

Recorded DPU

Date Filed: 6/29/22

By George P. Bush, Commissioner
m B Burnstore