

MF115893

Unit 10124	<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
Unit 12208	MF115893	51-133688		TARRANT
Unit 12209				
	<i>Survey</i>	TEXAS DEPARTMENT OF AGING AND DISABI		
	<i>Block</i>			
	<i>Block Name</i>			
	<i>Township</i>			
	<i>Section/Tract</i>			
	<i>Land Part</i>			
	<i>Part Description</i>			
	<i>Acres</i>	2.216		
	<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>	
			See Lease	
<i>Leasing:</i> <u>AGM</u>	<i>Name</i>	CHESAPEAKE EXPLORATION, LLC		
<i>Analyst:</i> <u>JA</u>	<i>Lease Date</i>	10/1/2013		
<i>Maps:</i> <u>JL</u>	<i>Primary Term</i>	3 yrs		
<i>GIS:</i> <u>MC</u>	<i>Bonus (\$)</i>	\$4,465.24		
<i>DocuShare:</i> _____	<i>Rental (\$)</i>	\$10.00		
	<i>Lease Royalty</i>	0.2500		



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff



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2. OIL & GAS LEASE	11/1/13 <i>gsm</i>	
3. TRANSMITTAL LETTER	11/1/13 <i>gsm</i>	
<i>Scanned sm 11/24/14</i>		(See MF 111388 item #31) for Nut 12209
④ Assigned 9527 Chesapeake to Total	4-11-16	
<i>scanned PJ 7-26-16</i>		<i>scanned sm 05/30/2023</i>
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⑥ Consent to Assign	10/4/16	
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See MF 105814 #32, Assign 10291 Chesapeake to Total	6-26-17	
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See MF 111388, #24, Letter to Total E&P		
<i>scanned PJ 9-30-2019</i>		
(See MF 111388 item # 25 for Buckslip 12208 Lena Unit 3 rd Amendment)		

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0604903	09/04/13	090413	BARNETT CORE PR LSE BNS 2.216	4465.24
			Total for check	\$4,465.24

277

07

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0604904	09/04/13	090413A	BARNETT CORE PR SALES FEE	66.98
			277 07	
			Total for check	\$66.98



October 1, 2013

OIL AND GAS LEASE BID APPLICATION

APPLICANT AGREEMENT

I agree, if awarded a lease on the referenced tract, to comply with all terms and conditions of said lease and with all applicable laws that so govern said lease, and as those laws may be amended.

APPLICANT IDENTIFICATION TO APPEAR ON LEASE (type/print)

Name: CHESAPEAKE EXPLORATION LLC
Address: P.O. Box 18496
City: Oklahoma City State: OK Zip: 73154-0496
(Include +4 Code)
Telephone: (405) 935-1578

AREA DESCRIPTION

County(ies): Tarrant Survey/Area: J. Balch Survey
(If Applicable)
Block/Tsp.: _____ Section/Tract: D-1 Acres: 2.216
(If Applicable)

BID SUBMISSION

(A) Bonus Amount (\$ 4,465.24)
Four Thousand Four Hundred and Sixty-Five & 24/100
(type/print above)
(B) Sales Fee Amount (\$ 66.98)
Sixty-Six Dollars & 98/100
(type/print above)

This Sales Fee is 1½% of the cash bonus as provided in Section 32.110 of the Natural Resources Code as amended.

MGL. NO.

276

APPLICANT NAME

CHESAPEAKE EXPLORATION LLC
(same as above)

BONUS AMOUNT ONLY (A)
(Do Not include sales fee)

(\$ 4,465.24)

14701579

STATE OF TEXAS
TAX I.D. #

(must be an 11-digit number)

SIGNATURE OF
AGENT


(signature)

Justin Ezerl
(type/print name)

X66.98

14701580

① File No. M-115893
Bid Form

Date Filed: 10/1/13
Jerry E. Patterson, Commissioner
By George Martin

10. 13

The State of Texas



Austin, Texas

OIL AND GAS LEASE
NO. M-115893

WHEREAS, pursuant to the Texas Natural Resources Code Chapters 32, 33, 51, and Chapter 52, Subchapters A-D and H, (said Code being hereinafter referred to as N.R.C.), and subject to all rules and regulations promulgated by the Commissioner of the General Land Office and/or the School Land Board pursuant thereto, and all other applicable statutes and amendments to said N.R.C., the following area, to-wit:

A TRACT OF LAND IN THE J. BALCH SURVEY, A-82, FURTHER DESCRIBED AS LOT D-1, OF THE SUBDIVISION OF LOT D OF THE REVISION OF LOTS 5, 6, AND 7, F.R. CHILCOAT SUBDIVISION, TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS ACCORDING TO PLAT RECORDED IN VOLUME 388-J DEED RECORDS OF TARRANT COUNTY, TEXAS AND MORE COMMONLY KNOWN AS 2620 MEADERS AVENUE, FORT WORTH, TEXAS 76112, TEXAS DEPARTMENT OF AGING AND DISABILITIES SERVICES MINERAL TRACT SURVEY, TARRANT COUNTY, TEXAS, CONTAINING APPROXIMATELY 2.216 ACRES, AS SHOWN ON THE OFFICIAL MAP OF TARRANT COUNTY, TEXAS NOW ON FILE IN THE TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS,

was, after being duly advertised, offered for lease on the 1st day of October, 2013, at 10:00 o'clock a.m., by the Commissioner of the General Land Office of the State of Texas and the School Land Board of the State of Texas, for the sole and only purpose of prospecting and drilling for, and producing oil and/or gas that may be found and produced from the above described area; and

WHEREAS, after all bids and remittances which were received up to said time have been duly considered by the Commissioner of the General Land Office and the School Land Board at a regular meeting thereof in the General Land Office, on the 1st day of October, 2013, hereinafter the "effective date" and it was found and determined that CHESAPEAKE EXPLORATION LLC whose address is P.O. BOX 18496, OKLAHOMA CITY, OKLAHOMA 73154-0496 had offered the highest and best bid for a lease of the area above described and is, therefore, entitled to receive a lease thereon:

NOW, THEREFORE, I, Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas, hereinafter sometimes referred to as "Lessor," whose address is Austin, Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of **Four Thousand Four Hundred Sixty-Five And 24/100 Dollars (\$4,465.24)**, receipt of which is hereby acknowledged and of the royalties, covenants, stipulations and conditions contained and hereby agreed to be paid, observed and performed by Lessee, do hereby demise, grant, lease and let unto the above mentioned bidder the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid area upon the following terms and conditions, to-wit:

1. **RESERVATION:** There is hereby excepted and reserved to Lessor: the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted, and to the extent herein granted to Lessee; the right to grant third parties seismic, geophysical and geological permits and to enter into other agreements with third parties, which allow such third parties to conduct geophysical, geological or seismic surveys on, over, under, through and across the land covered herein during the term of this lease; and the rights of ingress and egress and use of said lands by Lessor and its mineral lessees for purposes of exploring for and producing the minerals which are not covered, or which may not be covered in the future, under the terms of this lease, but which may be located within the surface boundaries of the leased area. All of the rights in and to the leased premises retained by Lessor and all of the rights in and to the leased premises granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. **TERM:** Subject to the other provisions hereof, this lease shall be for a term of **three (3) years** from the effective date hereof (herein called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said area.

3. **DELAY RENTALS:** If no well is commenced on the land hereby leased on or before the anniversary date of this lease, this lease shall terminate as to both parties unless the Lessee on or before said date shall pay or tender to the Commissioner of the General Land Office of the State of Texas at Austin, Texas, the amount of **ten (\$10.00) dollars** multiplied by the number of acres in the premises, which shall operate as a rental and cover the privilege of deferring the commencement of a well for **twelve (12) months** from said date. In like manner and upon payments or tenders of amounts set out in the following schedule, the commencement of a well may be further deferred for a like period of the same number of months.

4. **PRODUCTION ROYALTIES:** Upon production of oil and/or gas, the Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) **OIL:** As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, 1/4 part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby leased is sold, used or processed in a plant, it will be run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) **NON-PROCESSED GAS:** As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) 1/4 part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this lease contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS: As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, 1/4 part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

- (1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
- (2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) NO DEDUCTIONS: Lessee agrees that all royalties accruing to Lessor under this lease shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) ROYALTY IN KIND: Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this lease be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or implied, under this lease.

(G) PLANT FUEL AND RECYCLED GAS: No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this lease.

(H) MINIMUM ROYALTY: During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid to Lessor in no event shall be less than an amount equal to \$5.00 per acre; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to \$5.00 per acre less the amount of royalties paid during the preceding year.

(I) MARGINAL PRODUCTION ROYALTY: Upon Lessee's written application, the School Land Board may reduce the royalty rate set out in this paragraph and/or the minimum royalty set out in subparagraph 4 (I) to extend the economic life of this lease and encourage recovery of oil or gas that might otherwise remain unrecovered. Any such royalty reduction must conform to the requirements of any School Land Board administrative rules on this subject. Royalty may not be reduced below the applicable statutory minimum.

5. ROYALTY PAYMENTS AND REPORTS: All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner: Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that 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, then 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.

6. (A) RESERVES, CONTRACTS AND OTHER RECORDS: Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) DRILLING RECORDS: Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES: Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

7. RETAINED ACREAGE: Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 11 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Natural Resources Code Sections 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. Within 90 days of a partial termination of this lease in accordance with this subparagraph and upon payment of the minimum filing fee set by General Land Office rules in effect at the time of the partial termination, Lessee shall have the right to obtain a surface lease for ingress and egress on and across the terminated portion of the leased premises as may be reasonably necessary for the continued operation of the portions of the lease remaining in force and effect. If Lessee fails to apply for a surface lease within the 90 day period specified above, Lessee may apply for a surface lease from the Land Office, but the Land Commissioner has the discretion to grant or deny such application and to set the fee for such surface lease.

(B) HORIZONTAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 7 (A) above, unless on or before two (2) years after the primary or extended

term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) IDENTIFICATION AND FILING: The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the School Land Board. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes.

8. OFFSET WELLS: If oil and/or gas should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this lease, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this lease begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this lease, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this lease, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

9. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM: If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 10, using the expiration of the primary term as the date of cessation of production under Paragraph 10. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises payments may be made in accordance with the shut-in provisions hereof.

10. CESSATION, DRILLING, AND REWORKING: If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

11. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to \$10.00 per acre, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

12. COMPENSATORY ROYALTIES: If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 5 of this lease.

13. EXTENSIONS: If, at the expiration of the primary term of this lease, production of oil or gas has not been obtained on the leased premises but drilling operations are being conducted thereon in good faith and in a good and workmanlike manner, Lessee may, on or before the expiration of the primary term, file in the General Land Office written application to the Commissioner of the General Land Office for a thirty (30) day extension of this lease, accompanied by payment of Three Thousand Dollars (\$3,000.00) if this lease covers six hundred forty (640) acres or less and Six Thousand Dollars (\$6,000.00) if this lease covers more than six hundred forty (640) acres and the Commissioner shall, in writing, extend this lease for a thirty (30) day period from and after the expiration of the primary term and so long thereafter as oil or gas is produced in paying quantities; provided further, that Lessee may, so long as such drilling operations are being conducted make like application and payment during any thirty (30) day extended period for an additional extension of thirty (30) days and, upon receipt of such application and payment, the Commissioner shall, in writing, again extend this lease so that same shall remain in force for such additional thirty (30) day period and so long thereafter as oil or gas is produced in paying quantities; provided, however, that this lease shall not be extended for more than a total of three hundred ninety (390) days from and after the expiration of the primary term unless production in paying quantities has been obtained.

14. USE OF SURFACE: Any provision herein to the contrary notwithstanding, it is agreed to and understood that no entry shall be permitted on the surface of the leased land. Any development of the land shall be by means of directional wells located off the leased land, or by pooling of said land with other land or leases as provided for by Subchapter E, Chapter 52, Natural Resources Code.

15. POLLUTION: In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) UPLANDS: Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) **SUBMERGED LANDS:** No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the leased area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a State of Texas lease to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) **RIVERS:** To the extent necessary to prevent pollution, the provisions found in subsections (a) and (b) of this paragraph shall also apply to rivers and riverbeds.

(D) **PENALTY:** Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the lease. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

16. **IDENTIFICATION MARKERS:** Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of the operator, the lease designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this lease.

17. **ASSIGNMENTS:** The lease may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the lease, including properly plugging abandoned wells, removing platforms or pipelines, or remediation of contamination at drill sites shall pass to the transferee upon the prior written consent of the Commissioner of the General Land Office. The Commissioner may require the transferee to demonstrate financial responsibility and may require a bond or other security. All transfers must reference the lease by the file number and must be recorded in the county where the area 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 filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. 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.

18. **RELEASES:** 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 filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such relinquishment or certified copy thereof. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

19. **LIEN:** In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

20. **FORFEITURE:** If Lessee shall fail or refuse to make the 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, the School Land Board, or the Railroad Commission, 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 Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the 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 to the highest bidder, under the same regulations controlling the original sale of leases. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder 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.

21. **RIVERBED TRACTS:** In the event this lease covers a riverbed, Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

22. **APPLICABLE LAWS AND DRILLING RESTRICTIONS:** This lease shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land (specifically including any rules promulgated that relate to plans of operations), payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this lease. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this lease, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at 31 Texas Administrative Code, Chapter 4, and Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140. In the event this lease covers land franchised or leased or otherwise used by a navigation district or by the United States for the purpose of navigation or other purpose incident to the operation of a port, then Lessee shall not be entitled to enter or possess such land without prior approval as provided under Section 61.117 of the Texas Water Code, but Lessee shall be entitled to develop such land for oil and gas by directional drilling; provided, however, that no surface drilling location may be nearer than 660 feet and special permission from the Commissioner of the General Land Office is necessary to make any surface location nearer than 2,160 feet measured at right angles from the nearest bulkhead line or from the nearest dredged bottom edge of any channel, slip, or turning basin which has been authorized by the United States as a federal project for future construction, whichever is nearer.

23. **REMOVAL OF EQUIPMENT:** Upon the termination of this lease for any cause, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the leased premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

24. **FORCE MAJEURE:** Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil and/or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of lease operations suspended as provided in the rules and regulations adopted by the School Land Board); and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term, nor to abridge Lessee's right to a suspension under any applicable statute of this State.

25. **LEASE SECURITY:** Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from said lease. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points at the lease's production,

gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

26. REDUCTION OF PAYMENTS: If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board in accordance with Natural Resources Code Sections 52.151-52.153, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

27. SUCCESSORS AND ASSIGNS: The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

28. ANTIQUITIES CODE: In the event that any feature of archeological or historical interest on Permanent School Fund Land is encountered during the activities authorized by this lease, Lessee will immediately cease activities and will immediately notify the General Land Office (ATTN: Archaeologist, Asset Management Division, 1700 N. Congress Ave., Austin, Texas 78701) and the Texas Historical Commission (P.O. Box 12276, Austin, TX 78711) so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470) and the Antiquities Code of Texas, Chapter 191, Tex. Nat. Code Ann. (Vernon 1993 & Supp. 1998). On state-owned land not dedicated to the Permanent School Fund, lessee shall notify the Texas Historical Commission before breaking ground at a project location. An archaeological survey might be required by the commission before construction of the project can commence. Further, in the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural or historic interest is encountered during the activities authorize by this lease, lessee will immediately notify lessor and the Texas Historical Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate.

29. VENUE: Lessor and lessee, including lessee's successors and assigns, hereby agree that venue for any dispute arising out of a provision of this lease, whether express or implied, regarding interpretation of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

30. LEASE FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. The prescribed filing fee shall accompany the certified copies sent to the General Land Office.

31. EXECUTION: This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas.

LESSEE
BY: _____
TITLE: _____
DATE: _____

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.

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

APPROVED
Contents _____
Legal _____
DC _____
Exec _____

STATE OF _____

(CORPORATION ACKNOWLEDGMENT)

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of
_____ and acknowledged to me that he executed the same
for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____, 20_____.

Notary Public in and for _____

STATE OF _____

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 20_____.

Notary Public in and for _____

② File No. M-115893
Oil & Gas Lease
Date Filed: 11/1/13
By Jerry E. Patterson Commissioner
George Martin

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

November 1, 2013

Mr. Justin Ezell
Chesapeake Exploration LLC
P.O. Box 18496
Oklahoma City, Oklahoma 73154-0496

Dear Mr. Ezell:

Thank you for participating in the General Land Office Oil and Gas Lease Sale held on October 1, 2013. I am pleased to inform you that Chesapeake Exploration LLC was the high bidder on **MGL No. 276**, which has been assigned the lease number **M-115893**.

State Lease M-115893 is enclosed and serves as your receipt for your bid. This lease form must be fully executed by the lessee, and then recorded in the County Clerk's office of the county or counties in which lands covered by the lease are located. After signing and recording the lease, please submit a certified copy of the recorded lease to the attention of the undersigned. These requirements are material provisions of the lease; therefore, please return the certified copy at your earliest convenience.

The lessee's other contractual and statutory responsibilities are outlined in the lease agreement, such as Section 6(B), which requires submission of written notice for all drilling, production, and related activities. When forms are filed with the Texas Railroad Commission, they are required to submit copies of these forms to the General Land Office, such as Forms W-1, Application to Drill; W-2, Oil Well Completion Report and Log; G -1, Gas Well Completion Report and Log; W-3, Plugging Record; G-5, Gas Well Classification Report; G-10, Gas Well Status Report; W-10, Oil Well Status Report; W-12, Inclination Report; Electric Logs; Directional Surveys.

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

Sincerely,

A handwritten signature in black ink, appearing to read "R. Hatter", is written over a horizontal line.

Robert B. Hatter, Director
Mineral Leasing Division

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. M-115893
Transmittal Letter

Date Filed: 11/1/13

Jerry E. Patterson, Commissioner

By George Martin



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

February 24, 2016

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

RE: GLO Assignment ID #9527 – MF115893 & (MF115939 *expired 11-5-14*)
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 January 25, 2010,
from Chesapeake Exploration, LLC, assignor to Total E&P USA, Inc., assignee.
As filed for record in Tarrant County at Document # 0215204455.

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# 9527

MF 115893

MF 115939 exp 11-5-14

PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS)
)SS: L0683287
COUNTY OF TARRANT)

Electronically Recorded
Chesapeake Operating, Inc.

This Partial Assignment, Bill of Sale and Conveyance (this "Assignment"), dated this 31st day of July, 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



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: 
Name: James K. Ary
Title: Vice President - Land
pc is

ASSIGNEE:

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

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



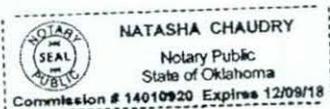
TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

ACKNOWLEDGMENT

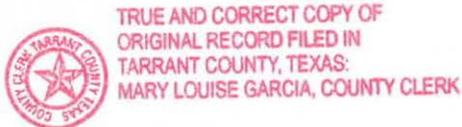
STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

On this, the 31st day of July, 2015, before me the undersigned officer, personally appeared James K. Arty, 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.



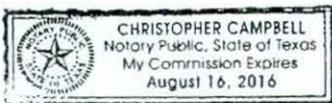
Signature/Notary Public: Natasha Chaudry
Name/Notary Public (print): NATASHA CHAUDRY



STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

This instrument was acknowledged before me this 24 day of August, 2015, by Pierce German, as Vice President, Business Development Strategy 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: Ch. Campbell
Name/Notary Public (print): Chris Campbell

Exhibit "A"



Lease Number	Lessor	Lessee	Lease Date	State	County	Entry
42-0004390-000	MARY K DUFFIE	CHESAPEAKE EXPLORATION, LLC	10/21/2012	TX	TARRANT	D212304939
42-0008005-000	CITY OF MANSFIELD	CHESAPEAKE EXPLORATION, LLC	7/31/2013	TX	TARRANT	D213216127
42-0008248-000	JOHN S & LISA R BRYANT	CHESAPEAKE EXPLORATION, LLC	9/19/2013	TX	TARRANT	D213257748
42-0008249-000	TEXAS AINA REAL ESTATE LLC	CHESAPEAKE EXPLORATION, LLC	9/10/2013	TX	TARRANT	D213257749
42-0008259-000	THIEN B & JULIE W NGUYEN	CHESAPEAKE EXPLORATION, LLC	8/17/2013	TX	TARRANT	D213257753
42-0008266-000	KIMBERLY MONTES	CHESAPEAKE EXPLORATION, LLC	8/17/2013	TX	TARRANT	D213257735
42-0008270-000	HOPE D FLEMING	CHESAPEAKE EXPLORATION, LLC	8/21/2013	TX	TARRANT	D213257739
42-0008345-000	CITY OF BENBROOK	CHESAPEAKE EXPLORATION, LLC	10/3/2013	TX	TARRANT	D214009678
42-0008426-001	WILLIAM DAVID WILLINGHAM	CHESAPEAKE EXPLORATION, LLC	11/11/2013	TX	TARRANT	D213296819
42-0008431-004	WILLIAM SCOTT HARRIS	CHESAPEAKE EXPLORATION, LLC	10/2/2013	TX	TARRANT	D213318133
42-0008440-000	ESTATE OF MAX R MORRIS	CHESAPEAKE EXPLORATION, LLC	10/29/2013	TX	TARRANT	D213298246
42-0008442-000	KEVIN & YVETTE HENRY	CHESAPEAKE EXPLORATION, LLC	9/4/2013	TX	TARRANT	D213298248
42-0008453-001	VIOLA JO SUMRALL SMITH	CHESAPEAKE EXPLORATION, LLC	10/15/2013	TX	TARRANT	D213298238
42-0008454-001	JUDSON JACK SMITH	CHESAPEAKE EXPLORATION, LLC	10/15/2013	TX	TARRANT	D213298239
42-0008455-000	JUDSON JACK SMITH	CHESAPEAKE EXPLORATION, LLC	10/15/2013	TX	TARRANT	D213298240
42-0008469-000	LUTHER W & LUCRETIA L YOUNG	CHESAPEAKE EXPLORATION, LLC	11/25/2013	TX	TARRANT	D213308564
42-0008472-000	KEVIN T & LISA DOBSON	CHESAPEAKE EXPLORATION, LLC	9/19/2013	TX	TARRANT	D213297113
42-0008473-000	CHARLES D PIERSON	CHESAPEAKE EXPLORATION, LLC	10/26/2013	TX	TARRANT	D213307483
42-0008474-000	LINDA L MONTGOMERY	CHESAPEAKE EXPLORATION, LLC	10/19/2013	TX	TARRANT	D213307481
42-0008479-000	EMERALD G & G LLC	CHESAPEAKE EXPLORATION, LLC	7/15/2013	TX	TARRANT	D213313252
42-0008481-000	KERRY MCLEROY	CHESAPEAKE EXPLORATION, LLC	9/25/2013	TX	TARRANT	D213297112
42-0008482-000	CHARLES D BOGGESS AND TIMOTHY	CHESAPEAKE EXPLORATION, LLC	10/2/2013	TX	TARRANT	D214009677
42-0008489-000	JAMES L & MARILYN KUBAN	CHESAPEAKE EXPLORATION, LLC	10/1/2013	TX	TARRANT	D213260090
42-0008492-000	TVM BUILDERS, LLC	CHESAPEAKE EXPLORATION, LLC	10/11/2013	TX	TARRANT	D213312932
42-0008494-000	RD AND YOMA JOHNSON LIVING	CHESAPEAKE EXPLORATION, LLC	12/11/2013	TX	TARRANT	D213313616
42-0008498-000	WILLIAM J & KIMBERLY K LADWIG	CHESAPEAKE EXPLORATION, LLC	12/10/2013	TX	TARRANT	D213313620
42-0008500-000	MARIO LEDESMA	CHESAPEAKE EXPLORATION, LLC	11/12/2013	TX	TARRANT	D213314111
42-0008501-000	MARIO LEDESMA	CHESAPEAKE EXPLORATION, LLC	11/13/2013	TX	TARRANT	D213314112
42-0008502-000	7621 SOMMERVILLE PLACE LAND TR	CHESAPEAKE EXPLORATION, LLC	11/25/2013	TX	TARRANT	D213313967
42-0008504-000	LINDA STONEKING	CHESAPEAKE EXPLORATION, LLC	9/4/2012	TX	TARRANT	D212220634
42-0008509-000	SALVADOR MIRANDA	CHESAPEAKE EXPLORATION, LLC	12/16/2013	TX	TARRANT	D213317646
42-0008518-000	SHARON FINLEY	CHESAPEAKE EXPLORATION, LLC	12/4/2013	TX	TARRANT	D213318127

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

4 1 1 5

Exhibit "A"

Lease Number	Lessor	Lessee	Lease Date	State	County	Entry
42-0008519-000	ROBERT WARD	CHESAPEAKE EXPLORATION, LLC	10/20/2013	TX	TARRANT	D213318126
42-0008520-000	ROBERT PRESTON WARD	CHESAPEAKE EXPLORATION, LLC	10/20/2013	TX	TARRANT	D213318125
42-0008521-000	ANTHONY SPRINGFIELD	CHESAPEAKE EXPLORATION, LLC	11/15/2013	TX	TARRANT	D213318124
42-0008522-000	GOODWIN SUPPL NEEDS TRUST	CHESAPEAKE EXPLORATION, LLC	9/17/2013	TX	TARRANT	D213318132
42-0008523-000	SHELBY L & DOROTHY GOODWIN	CHESAPEAKE EXPLORATION, LLC	9/17/2013	TX	TARRANT	D213318131
42-0008524-000	DAVID & ALVA CRANFORD	CHESAPEAKE EXPLORATION, LLC	7/19/2013	TX	TARRANT	D213298249
42-0008525-000	EDWARD & ROBIN WESTFALL	CHESAPEAKE EXPLORATION, LLC	10/19/2013	TX	TARRANT	D213298232
42-0008530-000	T A MUNIA INC	CHESAPEAKE EXPLORATION, LLC	12/12/2013	TX	TARRANT	D213323271
42-0008533-000	KARL B & SHARI B ADAMS	CHESAPEAKE EXPLORATION, LLC	8/17/2013	TX	TARRANT	D213297115
✓ 42-0008543-000	STATE OF TEXAS - M-115893	CHESAPEAKE EXPLORATION, LLC	10/1/2013	TX	TARRANT	D214004691
✓ 42-0008545-000	STATE OF TEXAS - MF 115939	CHESAPEAKE EXPLORATION, LLC	11/5/2013	TX	TARRANT	D214004692
TX0469733-000	KIMBERLY KAY DUSENBERY	CHESAPEAKE EXPLORATION, LLC	5/15/2010	TX	TARRANT	D211006372
TX0514902-000	LARRY MARTIN A/K/A LAWRENCE D	FOUR SEVENS ENERGY CO, LLC	4/8/2010	TX	TARRANT	D210101685

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



 ATTEST: March 10, 2014
 MARY LOUISE GARCIA, County Clerk
 Tarrant County, Texas
 Deputy

A CERTIFIED COPY

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M/ = 115893

File No.

ARIZONA # 9527

Cherapente 20 Total

Date Filed:

4-11-16

George P. Bush, Commissioner

By



4 1 1 6



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

September 2, 2016

Leslie Smith, Manager Land CTX & Gulf Coast
Chesapeake Energy
PO Box 18496
Oklahoma City, OK 73154

Re: Consent to Assign
MF107524 and MF115893 - Tarrant County

Dear Ms. Smith:

We hereby acknowledge receipt of your letter dated August 16, 2016 regarding consent to assign the above referenced leases. The letter requests the General Land Office ("GLO") consent to assign an interest in the leases from Chesapeake Exploration, LLC to Saddle Barnett Resources, LLC.

The GLO interprets the assignment language in each of the leases to limit the transfer of obligations only when there are actual liabilities under the lease, such as plugging abandoned wells, removing pipelines, remediating drill sites and remitting unpaid royalties, interest or penalties due. If there are no existing liabilities, the leases may be transferred at any time without written consent of the Commissioner.

Accordingly, we will accept for filing a certified copy with the Mineral File number included in the exhibit of the Assignment to Saddle, as described in the letter. The filing fee for each assignment will be \$25.00 per state lease. Absent an existing liability owed to the state, the assignee shall succeed to the rights and obligations under the lease.

Best regards,

Carl Bonn, CPL
Mineral Leasing
Office: (512) 463-5407
Email: carl.bonn@glo.texas.gov



M-115893

Leslie Smith
Manager – Land, CTX & Gulf Coast

August 16, 2016

STATE OF TEXAS - M-115893
1700 CONGRESS AVE RM 600
AUSTIN, TX 0

Re: Consent to Assign - Oil and Gas Lease, by and between STATE OF TEXAS - M-115893, as lessor, and CHESAPEAKE EXPLORATION LLC, as lessee, recorded as Instrument Number D214004691 in TARRANT County, TEXAS; CHK Lease Number 42-0008543-000 (the "Lease").

Dear Lessor:

Chesapeake Exploration, L.L.C. ("Chesapeake") announced on August 10, 2016 that it had entered into an agreement to convey its interests in the Barnett Shale operating area located in North Texas to Saddle Barnett Resources, LLC ("Saddle"), a company backed by First Reserve, a leading global private equity and infrastructure investment firm exclusively focused on energy. Pursuant to this agreement by and between Chesapeake, as seller, and Saddle ("Saddle"), having an address of 5949 Sherry Lane, Suite 540, Dallas, Texas 75225, as buyer, Chesapeake intends to assign any and all of its right, title and interest in the Lease to Saddle. As part of this agreement, Chesapeake will also be assigning to Saddle any and all of Chesapeake's right, title, and interest in any oil and gas wells which may be associated with your lease. This assignment does not affect the terms of the Lease.

There is a clause in the Lease that requires us to notify you of an assignment and secure your consent to this assignment. The purpose of this clause is to keep you informed of the ownership of your Lease. In this regard, Chesapeake respectfully requests your consent to the assignment of the Lease to Saddle. Please, evidence your consent by signing in the space provided below and returning same in the prepaid envelope we provided to the undersigned within fifteen (15) days of receipt of this letter. Or, please feel free to scan and email your signed consent to: Barnett.Consents@chk.com

Chesapeake Energy Corporation

P.O. Box 18496 | Oklahoma City, OK 73154-0496 | 6100 N. Western Avenue | Oklahoma City, OK 73118
877-245-1427 | Barnett.Consents@chk.com

42-0008543-000
Consent to Assign
August 16, 2016

Thank you in advance for your cooperation in this matter. Should you have any questions, please contact Chesapeake at 877-245-1427.

Very truly yours,



Leslie Smith
Manager – Land, CTX & Gulf Coast

I CONSENT TO THE ASSIGNMENT OF THE LEASE AS DESCRIBED HEREIN TO
SADDLE BARNETT RESOURCES, LLC.

By _____
Name: STATE OF TEXAS - M-115893
Title:



7190 1084 2180 0224 0779

STATE OF TEXAS - M-115893
1700 CONGRESS AVE RM 600
AUSTIN TX 78701-1436



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File No. MPA 15893

Consent to Assign

Date Filed: 9/6/16

By: George P. Bush, Commissioner GPB

9.29.16



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 4, 2016

Leslie Smith, Manager - Land, CTX & Gulf Coast
Chesapeake Energy Corporation
P.O. Box 18496
Oklahoma City, OK 73154-0496

*Re: Consent to Assign, Tarrant County
MF115893
CHK Lease Number 42-0008543-000*

Dear Ms. Smith:

We hereby acknowledge receipt of your letter dated September 21, 2016, regarding the above referenced lease(s). You requested the General Land Office ("GLO") consent to assign an interest in the referenced lease to Total E&P USA, Inc.

The GLO interprets the assignment language in each of the leases to limit the transfer of obligations only when there are actual liabilities under the lease, such as plugging abandoned wells, removing pipelines, remediating drill sites and remitting unpaid royalties, interest or penalties due. If there are no existing liabilities, the lease(s) may be transferred at any time without written consent of the Commissioner.

Accordingly, we will accept for filing a certified copy of the Assignment as described in the correspondence. The filing fee for each assignment will be \$25.00 (\$50 after 90 days) per state lease. Absent an existing liability owed to the state, the assignee shall succeed to the rights and obligations under the lease.

Best regards,

Carl Bonn, CPL
Mineral Leasing
(512) 463-5407
carl.bonn@glo.texas.gov



Leslie Smith
Manager – Land, CTX & Gulf Coast

September 21, 2016

STATE OF TEXAS - M-115893
1700 CONGRESS AVE RM 600
AUSTIN, TX 78701-1436

Re: Consent to Assign - Oil and Gas Lease, by and between STATE OF TEXAS - M-115893, as lessor, and CHESAPEAKE EXPLORATION LLC, as lessee, recorded as Instrument Number D214004691 in TARRANT County, TEXAS; CHK Lease Number 42-0008543-000 (the "Lease").

Dear Lessor:

On September 9th, Total E&P USA, Inc. ("Total") announced that it exercised its preferential right to purchase Chesapeake Exploration, L.L.C.'s ("Chesapeake") interests in the Barnett Shale operating area located in North Texas. Total has been actively involved in the joint development of the Barnett Shale with Chesapeake since late 2009.

Pursuant to this agreement by and between Chesapeake, as seller, and Total, having an address of 1201 Louisiana, Suite 1800, Houston, TX 77002, as buyer, Chesapeake intends to assign any and all of its right, title and interest in the Lease to Total. As part of this agreement, Chesapeake will also be assigning to Total and its affiliates and subsidiaries any and all of Chesapeake's right, title, and interest in any oil and gas wells which may be associated with your Lease. This assignment does not affect the terms of the Lease.

There is a clause in the Lease that requires us to notify you of an assignment and request your consent to this assignment. The purpose of this clause is to keep you informed of the ownership of your Lease. In this regard, Chesapeake respectfully requests your consent to the assignment of the Lease to Total and its affiliates and subsidiaries. Even if you have recently returned a signed copy of a similar request from Chesapeake, please, evidence your consent by signing in the space provided below and returning same in the prepaid envelope we provided to the undersigned within fifteen (15) days of receipt of this

Chesapeake Energy Corporation

P.O. Box 18496 | Oklahoma City, OK 73154-0496 | 6100 N. Western Avenue | Oklahoma City, OK 73118
877-245-1427 | Total.Consents@chk.com

42-0008543-000
Consent to Assign
September 21, 2016

letter. Or, please feel free to scan and email your signed consent to:
Total.Consents@chk.com

Thank you in advance for your cooperation in this matter. Should you have any questions, please contact Chesapeake at 877-245-1427.

Very truly yours,



Leslie Smith
Manager – Land, CTX & Gulf Coast

I CONSENT TO THE ASSIGNMENT OF THE LEASE AS DESCRIBED HEREIN TO
TOTAL E&P USA, INC. AND ITS AFFILIATES AND SUBSIDIARIES.

By _____
Name: STATE OF TEXAS - M-115893
Title:

09/09/2016 - PRESS RELEASE



TOTAL EXERCISES ITS PREEMPTION RIGHTS ON BARNETT SHALE ASSETS

Paris - Total E&P USA today announced that it is exercising its preemption right to acquire Chesapeake's 75% interests in the jointly held Barnett Shale operating area located in North Texas. Total E&P USA has owned the remaining 25% in the Barnett Assets since December 2009. With the preemption, Total E&P USA will be the 100% owner and operator of the assets.

Properties in the proposed transaction include approximately 215,000 net developed and undeveloped acres, wells, leases, minerals, buildings and properties (the "Barnett Assets"). Associated 2016 net production is approximately 65 000 barrels of oil equivalent per day (boe/d).

The preemption and associated transactions are subject to a number of conditions, including the receipt of third-party consents, and are expected to close in the fourth quarter of 2016.

Under the terms of the transaction, Chesapeake will pay \$334 million to Williams, the gatherer and processor of 80% of the gas from the Barnett Assets, to terminate its gathering agreement, projected Minimum Volume Commitment (MVC) shortfall payments and fees pertaining to the Barnett Shale assets. Total E&P USA will supplement Chesapeake's payment with \$420 million to Williams for a fully restructured, competitive gas gathering agreement, free of any MVC and with a Henry Hub-based gathering rate instead of a fixed per Mcf fee. Total E&P USA will also pay \$138 million to be released from three midstream capacity reservation contracts.

José Ignacio Sanz, President & CEO Total E&P USA commented: *"Over the six years that we have been involved in the Barnett, we have gained an in-depth understanding of the play and the technology. With the new conditions created by the exit of Chesapeake and the associated restructuring of the midstream contracts, we believe that we can extract significant value from the substantial, well located resource base of the play by combining focused upstream operating efficiency, streamlined midstream contract management and marketing savvy through Total's trading affiliate Total Gas & Power North America. As an operator, we look forward to working with all stakeholders, our leaseholders, the Dallas Fort Worth and other authorities, Williams and other midstream partners, and our customers. Increasing our stake in the Barnett shale supports Total's global strategy to be a leader in natural gas."*

TOTAL EXPLORATION & PRODUCTION IN THE USA

In 2015, the Group's USA production was 89 000 boe/d. In addition to its 25% interest in the Barnett upstream joint venture, Total holds a 25% interest in the Chesapeake-operated Utica shale joint venture in Ohio. In the Gulf of Mexico, Total holds a 17% interest in the Tahiti field and a 33.3% interest in the Chinook field. Additionally, Total and Cobalt International Energy are partnering in a strategic alliance to explore for oil in the deep offshore Gulf of Mexico.

Cautionary note

This press release, from which no legal consequences may be drawn, is for information purposes only. The entities in which TOTAL S.A. directly or indirectly owns investments are separate legal entities. TOTAL S.A. has no liability for their acts or omissions. In this document, the terms "Total" and "Total Group" are sometimes used for convenience where general references are made to TOTAL S.A. and/or its subsidiaries. Likewise, the words "we", "us" and "our" may also be used to refer to subsidiaries in general or to those who work for them.

This document may contain forward-looking information and statements that are based on a number of economic data and assumptions made in a given economic, competitive and regulatory environment. They may prove to be inaccurate in the future and are subject to a number of risk factors. Neither TOTAL S.A. nor any of its subsidiaries assumes any obligation to update publicly any forward-looking information or statement, objectives or trends contained in this document whether as a result of new information, future events or otherwise.



7190 1084 2180 0241 2329

STATE OF TEXAS - M-115893
1700 CONGRESS AVE RM 600
AUSTIN TX 78701-1436



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File No. MF 115893

_____ County

Consent to Assign

Date Filed: 10/4/16

George P. Bush, Commissioner

By _____ *AT*

10. 3. 10