

MF116505

|                |                |                                   |                 |
|----------------|----------------|-----------------------------------|-----------------|
| Lease Type     | <b>Control</b> | <b>Basefile</b>                   | <b>County</b>   |
| HROW 56 [State | 56-030943      |                                   | MADISON         |
|                | Survey         | Highways & Public Transportati... |                 |
|                | Block          |                                   |                 |
|                | Block Name     |                                   |                 |
|                | Township       |                                   |                 |
|                | Section/Tract  |                                   |                 |
|                | Land Part      | Old San Antonio Rd. (OSR)         |                 |
|                | Acres          | Net: 1.427200                     | Gross: 1.427200 |
|                | Depth Below    | Depth Above                       | Depth Other     |

|               |                                    |
|---------------|------------------------------------|
| Name          | ENERGY & EXPLORATION PARTNERS, LLC |
| Lease Date    | 5/6/2014                           |
| Primary Term  | 2 years                            |
| Bonus         | \$535.20                           |
| Lease Royalty | 0.25000000                         |
| Paid Up       | NA                                 |

Leasing: SSD

Maps: \_\_\_\_\_

GIS: mc

Scanlab: \_\_\_\_\_



F1003359

CONTENTS OF FILE NO. MF- 116505

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Scanned sm 12/5/14  
See MF 115444 item # 10  
for unit 7986 Designation

scanned Pt 9-12-16



RECEIVED  
4/4/14

GLO USE ONLY  
STATE LEASE  
MF-116505

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE  
Revised June 2013

LESSEE Energy & Exploration Partners, LLC

ADDRESS P.O. Box 471428, Fort Worth, Texas 76147-1376

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

HIGHEST ADJACENT BONUS PER ACRE PAID \$ 375.00

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

\$ 535.20 Paid 4/4/14 \$ 8.03 Paid 4/4/14  
[bonus amount] [date] [sales fee] [date]

2 years

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 \$1,200.00

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

TOTAL GROSS ACRES IN PROPOSED LEASE 1.4272

TOTAL NET ACRES IN PROPOSED LEASE 1.4272

COUNTY Madison

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:

Old San Antonio Road (OSR) Old San Antonio Road (OSR)

FULL DESCRIPTION [Abstract, Block, Township, Section]

1.4272 acres, more or less, out of the Eli Fenn League, Abstract No. 96, Madison County, Texas.

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

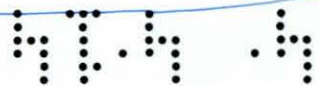
If no, what percent of minerals or leasehold adjacent to the roadway do you control? 50%

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

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

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

Eli Fenn League,  
A-96





GLO USE ONLY  
STATE LEASE  
MF- \_\_\_\_\_

## 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. (See [Guidelines II. A. 3.](#))
4. Processing fee – check attached
5. Check to Commissioner of General Land Office for total bonus consideration
6. Check to Commissioner of General Land Office for 1.5% sales fee
7. Executed [Waivers of Preferential Right to Lease](#), if necessary
8. Executed [Affidavit of Consideration](#)
9. Copies of all highway source deeds, clipped together
10. Schedule of adjacent leases
11. “Exhibit A” to be attached to the lease describing the area being leased (see [Guidelines II. A. 2.](#))
12. Copies of assignments of adjacent leases

**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:**

Mark Adams  
Texas General Land Office  
512-463-5669  
[mark.adams@glo.texas.gov](mailto:mark.adams@glo.texas.gov)



File No. MF 116505  
Application & Checklist

Date Filed: 4/4/14  
Jerry E. Patterson, Commissioner

By: SSD



# The State of Texas



Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. MF 116505  
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 **Energy and Exploration Partners, LLC**, whose address is **P. O. Box 471428, Fort Worth, TX 76147-1376** hereinafter called "Lessee".

1. Lessor, in consideration of **Five Hundred Thirty Five Dollars and 20/100s (\$ 535.20)**, 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 **Madison**, State of Texas, and is described as follows:

**1.4272 acres** of land, more or less, known as, situated in said **Madison** 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 **1.4272 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 **two years** from **May 6, 2014** 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 **\$ 1200.00**. 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 in which this lease is included and a completed "Highway Right-of-Way Unit Designation Form" which is available on the General Land Office website. Lessee agrees to make such filing within thirty (30) days of the designation being filed of record with the county.**

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

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

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

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

9. **Force Majeure:** If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the

primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

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

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

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

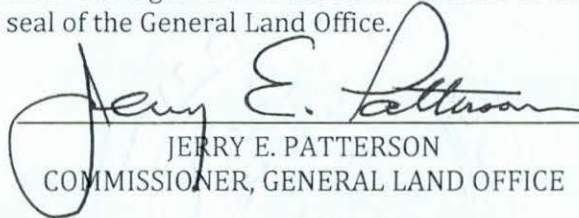
13. **Surface:** Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional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

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

15. **Forfeiture:** If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false

return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

**IN TESTIMONY WHEREOF**, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

  
JERRY E. PATTERSON  
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: 

DC: 

CC: 

## EXHIBIT "A"

1.4272 acres of land, more or less, being a portion of Old San Antonio Road (OSR), out of the Eli Fenn League, Abstract No. 96, Madison County, Texas, consisting of both the original section of road, for which there are no Right-of-Way Deeds, and being the Easternmost 1.4272 acres of the expansion thereof as described in that certain Right of Way Deed dated April 15, 1930, from J. B. Sawtell to the State of Texas, recorded in Volume 40, Page 372, Deed Records, Madison County, Texas.

With the entire leased premises being more particularly described as follows, to-wit:

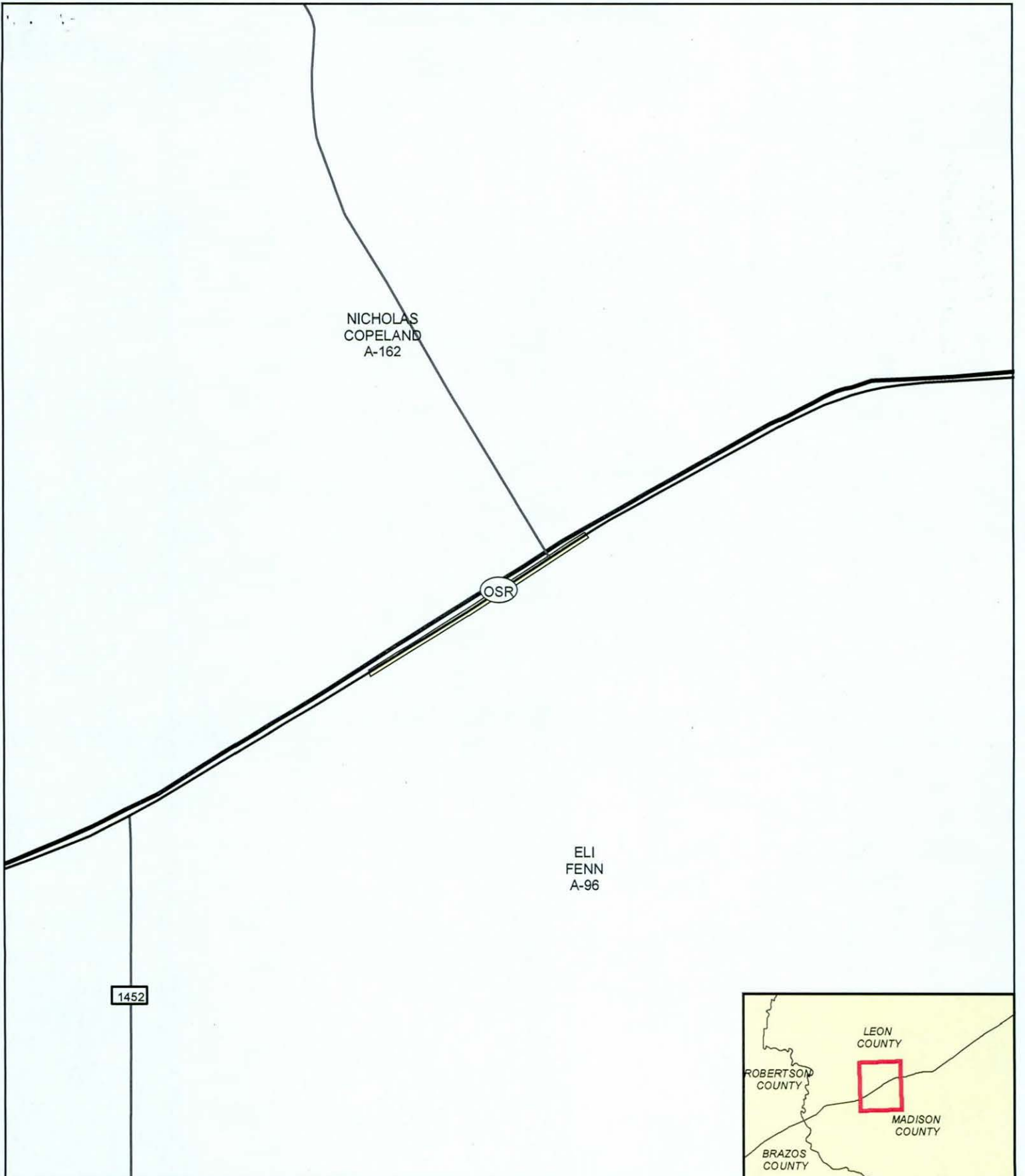
BEGINNING at a point in the Eli Fenn Survey, Abstract No. 96, Madison County, Texas, at the Northwest corner of a 46 acre tract now or formerly owned by Dan Green;

THENCE in a Southwesterly direction, approximately 1,243.38 feet along the South right-of-way line of the Old San Antonio Road;

THENCE North in line with the Southwest corner of a 80 acre tract now or formerly owned by Ira Gustavis, in the Nicholas Copeland Survey, Abstract No. 169, Leon County, Texas, 50 feet to the centerline of the Old San Antonio Road;

THENCE in a Northeasterly direction, approximately 1,243.38 feet along the right-of-way centerline of the Old San Antonio Road;

THENCE South in line with the Northwest corner of the 46 acre tract now or formerly owned by Dan Green, in the Eli Fenn Survey, Abstract No. 96, 50 feet to the South right-of-way line of the Old San Antonio Road and the Point of Beginning.



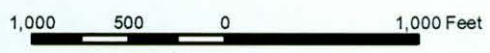
MF116505  
 Highway Right-of-Way  
 Old San Antonio Road  
 1.4272 Acres  
 Leon & Madison Counties, Texas

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:  
 Mark Conway  
 IS/BAS/GIS  
 April 2014



2

File No. MF116505

Oil and Gas Lease

Date Filed: 05/06/14

Jerry E. Patterson, Commissioner

By SSD

# ONSHORE LAND SERVICES

March 31, 2014

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

Dear Mr. Martin:

Please see enclosed for Energy & Exploration Partners, LLC's application to lease 1.4272 acres of Old San Antonio Road (OSR), in the Eli Fenn Survey, Abstract No. 96, Madison County, Texas. The application is for the South half of OSR, adjacent to leases taken by Chesapeake Exploration, LLC, but now owned by Energy & Exploration Partners. The State of Texas owns the North half of the road and I do not believe it is under lease yet, however, I have reason to believe that EOG Resources, Inc., has applied to the GLO to lease this tract. EOG has also already leased the ROW tract contiguous and due East of the one we are applying to lease, which is included here (L8). EOG and Energy & Exploration Partners will both have working interest and are both going to be participating in the well that will form the Grove Unit, although we still don't have the Waiver of Preferential Right to Lease from EOG. EOG and Energy & Exploration Partners were going to exchange Waivers after this lease packet was submitted. Everything else on the Checklist is included in this lease packet. If there is anything further that you need from me, please let me know. My contact information is on the bottom of this letter.

Thank you,



Craig Paynter  
V.P. Land & Business Development  
Onshore Land Services, LLC

**8205 Camp Bowie West  
Suite 203  
Fort Worth, TX 76116**

**512-652-8919**  
[cpaynter@onshoreland.com](mailto:cpaynter@onshoreland.com)  
[www.onshoreland.com](http://www.onshoreland.com)



| Commissioner of General Land O |              | VENDOR | CHECK DATE |                |             |
|--------------------------------|--------------|--------|------------|----------------|-------------|
| INVOICE NUMBER                 | INVOICE DATE | COM005 | 03/20/14   | DISCOUNT TAKEN | AMOUNT PAID |
| LCR00173                       | 03/17/14     | 18799  |            | \$0.00         | \$500.00    |
|                                |              |        | Total:     | \$0.00         | \$500.00    |

X

121

14710248



| Commissioner of General Land Office |              | VENDOR | CHECK DATE | DISCOUNT TAKEN | AMOUNT PAID |
|-------------------------------------|--------------|--------|------------|----------------|-------------|
|                                     |              | COM005 | 03/20/14   |                |             |
| INVOICE NUMBER                      | INVOICE DATE | 18799  |            | \$0.00         | \$500.00    |
| LCR00173                            | 03/17/14     |        |            | \$0.00         | \$500.00    |
| Total:                              |              |        |            |                | X           |
|                                     |              |        |            |                | 121         |
|                                     |              |        |            |                | 14710248    |

Processing fee



PIRACLE 800-621-5720 x357 THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

**Energy & Exploration Partners, LLC**  
 P.O. Box 471428  
 Fort Worth Texas 76147  
 817.789.6712

Frost National Bank  
 Fort Worth, Texas 76102

14710248 5744

DATE 03/20/14

PAY \*\*\*\*\*500 Dollars and 00 Cents

\$ \*\*\*\*\*500.00

TO THE ORDER OF Commissioner of General Land Office  
 1700 N. Congress  
 Austin, TX 78701

*Brian Nelson*  
 VOID AFTER 120 DAYS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈000005744⑈

**Energy & Exploration Partners, LLC**

3422

| LEASE NUMBER |             | LEASE DATED | COUNTY/PARISH                                | STATE | RECORDED |      | FOR PERIOD |           |
|--------------|-------------|-------------|--|-------|----------|------|------------|-----------|
| TX31351500   |             | 03/17/14    | MADISON                                      | Texas | BOOK     | PAGE | MOS        | BEGINNING |
| 1.4272       | GROSS ACRES |             | ORIGINAL LESSOR MF- COMM OF THE GLO ST OF TX |       |          |      |            |           |

Prospect:ANGUS

DEPOSIT TO CREDIT OF:

.The Texas General Land Office  
 .P O Box 12873  
 .  
 .  
 .Austin, TX 78711-2873

Lease State ID :MF-  
 Payor State ID :  
 Recorded...  
 Book:  
 Page:  
 File:

| RENTAL AMOUNT | DEPOSITORY BANK CHANGE |
|---------------|------------------------|
| 535.20        | 0.00                   |

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO LEASE NUMBER  
 PLEASE DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

14710249

**Energy & Exploration Partners, LLC**

3422

| LEASE NUMBER |             | LEASE DATED | COUNTY/PARISH                                | STATE | RECORDED |      | FOR PERIOD |           |
|--------------|-------------|-------------|--|-------|----------|------|------------|-----------|
| TX31351500   |             | 03/17/14    | MADISON                                      | Texas | BOOK     | PAGE | MOS        | BEGINNING |
| 1.4272       | GROSS ACRES |             | ORIGINAL LESSOR MF- COMM OF THE GLO ST OF TX |       |          |      |            |           |

Prospect:ANGUS

DEPOSIT TO CREDIT OF:

.The Texas General Land Office  
 .P O Box 12873  
 .  
 .  
 .Austin, TX 78711-2873

Lease State ID :MF-  
 Payor State ID :  
 Recorded...  
 Book:  
 Page: 121  
 File:

| RENTAL AMOUNT | DEPOSITORY BANK CHANGE |
|---------------|------------------------|
| X 535.20      | 0.00                   |

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO LEASE NUMBER  
 PLEASE DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

Energy & Exploration Partners, LLC

3422

| IN PAYMENT OF Bonus |             | TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE LEASE IDENTIFIED HEREIN |                              |          |      |            |           |
|---------------------|-------------|---|------------------------------|----------|------|------------|-----------|
| LEASE NUMBER        | LEASE DATED | COUNTY/PARISH   | STATE                        | RECORDED |      | FOR PERIOD |           |
|                     |             |   |                              | BOOK     | PAGE | MOS        | BEGINNING |
| TX31351500          | 03/17/14    | MADISON   | Texas                        |          |      |            | 03/20/14  |
| 1.4272              | GROSS ACRES | ORIGINAL LESSOR   | MF- COMM OF THE GLO ST OF TX |          |      |            |           |

Prospect:ANGUS

DEPOSIT TO CREDIT OF:

.The Texas General Land Office  
.P O Box 12873

.Austin, TX 78711-2873

Lease State ID :MF-

Payor State ID :

Recorded...

Book:

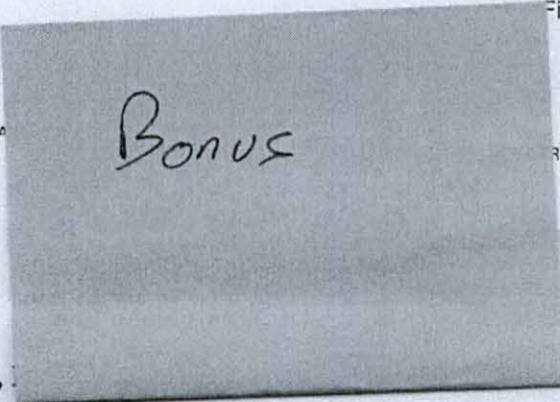
Page:

File:

| RENTAL AMOUNT | DEPOSITORY BANK CHANGE |
|---------------|------------------------|
| 535.20        | 0.00                   |

IF CORRESPONDENCE IS REQUIRED, PLEASE MA

RDS



14710249

Energy & Exploration Partners,

3422

| IN PAYMENT OF Bonus |             | TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE LEASE IDENTIFIED HEREIN |                              |          |      |            |           |
|---------------------|-------------|---|------------------------------|----------|------|------------|-----------|
| LEASE NUMBER        | LEASE DATED | COUNTY/PARISH   | STATE                        | RECORDED |      | FOR PERIOD |           |
|                     |             |   |                              | BOOK     | PAGE | MOS        | BEGINNING |
| TX31351500          | 03/17/14    | MADISON   | Texas                        |          |      |            | 03/20/14  |
| 1.4272              | GROSS ACRES | ORIGINAL LESSOR   | MF- COMM OF THE GLO ST OF TX |          |      |            |           |

Prospect:ANGUS

DEPOSIT TO CREDIT OF:

.The Texas General Land Office  
.P O Box 12873

.Austin, TX 78711-2873

Lease State ID :MF-

Payor State ID :

Recorded...

Book:

Page:

File:

| RENTAL AMOUNT | DEPOSITORY BANK CHANGE |
|---------------|------------------------|
| X 535.20      | 0.00                   |

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO LEASE NUMBER

PLEASE DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

Energy & Exploration Partners, LLC  
P.O. Box 471428  
Fort Worth Texas 76147  
817.789.6712

Frost National Bank  
Fort Worth, Texas 76102

14710249 3422

DATE 03/20/14

PAY \*\*\*\*\*535 Dollars and 20 Cents

\$ \*\*\*\*\*535.20

TO  
THE  
ORDER  
OF

.The Texas General Land Office  
.P O Box 12873

.Austin, TX 78711-2873

*Brian Nelson*  
VOID AFTER 120 DAYS

000003422

| Commissioner of General Land O |              | VENDOR | CHECK DATE |                |             |
|--------------------------------|--------------|--------|------------|----------------|-------------|
| INVOICE NUMBER                 | INVOICE DATE |        |            | DISCOUNT TAKEN | AMOUNT PAID |
| LCR00174                       | 03/17/14     | 18790  |            | \$0.00         | \$8.03      |
|                                |              |        | Total:     | \$0.00         | \$8.03      |
|                                |              |        |            | 14710250       |             |

X

121



| Commissioner of General Land O  |              | VENDOR | CHECK DATE     |             |  |
|---|--------------|--------|----------------|-------------|--|
|   |              | COM005 | 03/20/14       |             |  |
| INVOICE NUMBER  | INVOICE DATE |        | DISCOUNT TAKEN | AMOUNT PAID |  |
| LCR00174  | 03/17/14     | 18790  | \$0.00         | \$8.03      |  |
| Total:  |              |        | \$0.00         | \$8.03      |  |
|   |              |        | 14710250       |             |  |
|   |              |        | 121            |             |  |
| <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Sales fee</p> </div> |              |        |                |             |  |

PIRACLE 800-621-5720 x357 THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

|   |  |
|---|--|
| <p><b>Energy &amp; Exploration Partners, LLC</b><br/>                 P.O. Box 471428<br/>                 Fort Worth Texas 76147<br/>                 817.789.6712</p> | <p>Frost National Bank<br/>                 Fort Worth, Texas 76102</p> <p style="text-align: right;">5745</p> <p style="text-align: center; font-size: 2em;">14710250</p> <p style="text-align: right;">DATE 03/20/14</p> |
|---|--|

PAY \*\*\*\*\*8 Dollars and 03 Cents \$ \*\*\*\*\*8.03

TO THE ORDER OF Commissioner of General Land Office  
 1700 N. Congress  
 Austin, TX 78701

  
 VOID AFTER 120 DAYS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

3.

File No. MF 116505

Cover letter, bonus fees

Date Filed: 4/4/14

Jerry E. Patterson, Commissioner

By SSD

HROW Plat Transmittal Slip

Date to GIS: **4/25/2014**      SLB: **05/06/2014**      Aprox Due Date: **05/09/2014**

Lease Number: **MF 116505**    County: **Madison**    Road Name: **Old San Antonio Road**

**(OSR)**

Acreage: **1.4272**

Abstract: **Eli Fenn League, A-96**

Completed by: \_\_\_\_\_

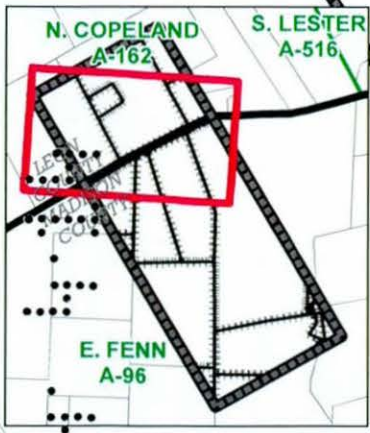
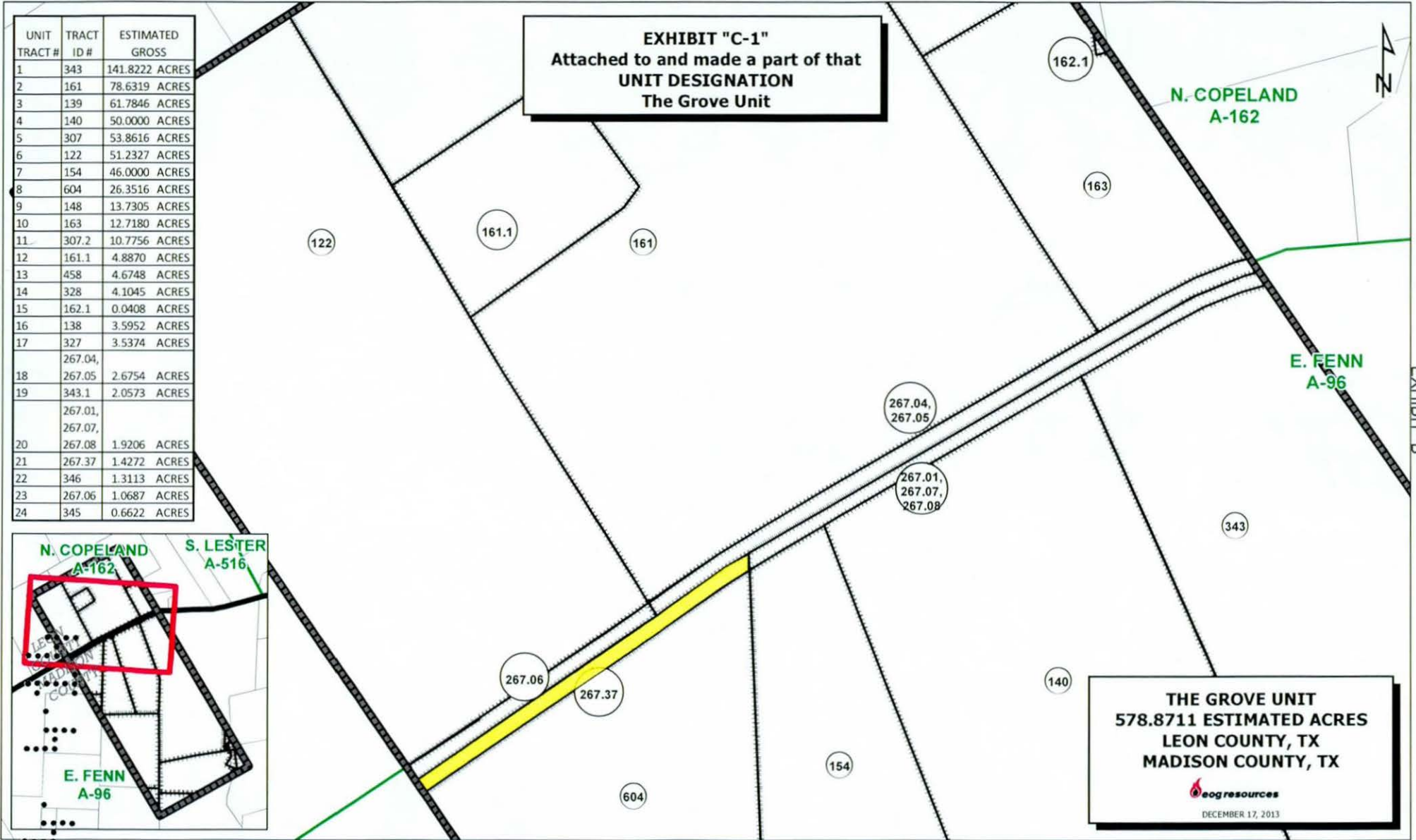
T Drive date: 4-29-14

Proofed by GIS: MC

Proofed by Energy: JH

| UNIT TRACT # | TRACT ID #                   | ESTIMATED GROSS |
|--------------|------------------------------|-----------------|
| 1            | 343                          | 141.8222 ACRES  |
| 2            | 161                          | 78.6319 ACRES   |
| 3            | 139                          | 61.7846 ACRES   |
| 4            | 140                          | 50.0000 ACRES   |
| 5            | 307                          | 53.8616 ACRES   |
| 6            | 122                          | 51.2327 ACRES   |
| 7            | 154                          | 46.0000 ACRES   |
| 8            | 604                          | 26.3516 ACRES   |
| 9            | 148                          | 13.7305 ACRES   |
| 10           | 163                          | 12.7180 ACRES   |
| 11           | 307.2                        | 10.7756 ACRES   |
| 12           | 161.1                        | 4.8870 ACRES    |
| 13           | 458                          | 4.6748 ACRES    |
| 14           | 328                          | 4.1045 ACRES    |
| 15           | 162.1                        | 0.0408 ACRES    |
| 16           | 138                          | 3.5952 ACRES    |
| 17           | 327                          | 3.5374 ACRES    |
| 18           | 267.04,<br>267.05            | 2.6754 ACRES    |
| 19           | 343.1                        | 2.0573 ACRES    |
| 20           | 267.01,<br>267.07,<br>267.08 | 1.9206 ACRES    |
| 21           | 267.37                       | 1.4272 ACRES    |
| 22           | 346                          | 1.3113 ACRES    |
| 23           | 267.06                       | 1.0687 ACRES    |
| 24           | 345                          | 0.6622 ACRES    |

**EXHIBIT "C-1"**  
Attached to and made a part of that  
**UNIT DESIGNATION**  
The Grove Unit



**THE GROVE UNIT**  
578.8711 ESTIMATED ACRES  
LEON COUNTY, TX  
MADISON COUNTY, TX

**eog resources**  
DECEMBER 17, 2013

EXHIBIT "B"



## EXHIBIT "A"

1.4272 acres of land, more or less, being a portion of Old San Antonio Road (OSR), out of the Eli Fenn League, Abstract No. 96, Madison County, Texas, consisting of both the original section of road, for which there are no Right-of-Way Deeds, and being the Easternmost 1.4272 acres of the expansion thereof as described in that certain Right of Way Deed dated April 15, 1930, from J. B. Sawtell to the State of Texas, recorded in Volume 40, Page 372, Deed Records, Madison County, Texas.

With the entire leased premises being more particularly described as follows, to-wit:

BEGINNING at a point in the Eli Fenn Survey, Abstract No. 96, Madison County, Texas, at the Northwest corner of a 46 acre tract now or formerly owned by Dan Green;

THENCE in a Southwesterly direction, approximately 1,243.38 feet along the South right-of-way line of the Old San Antonio Road;

THENCE North in line with the Southwest corner of a 80 acre tract now or formerly owned by Ira Gustavis, in the Nicholas Copeland Survey, Abstract No. 169, Leon County, Texas, 50 feet to the centerline of the Old San Antonio Road;

THENCE in a Northeasterly direction, approximately 1,243.38 feet along the right-of-way centerline of the Old San Antonio Road;

THENCE South in line with the Northwest corner of the 46 acre tract now or formerly owned by Dan Green, in the Eli Fenn Survey, Abstract No. 96, 50 feet to the South right-of-way line of the Old San Antonio Road and the Point of Beginning.



4

File No. MF 116505  
Plot

Date Filed: 4/4/14  
Jerry E. Patterson, Commissioner

By SSD



AFFIDAVIT OF HIGHEST CONSIDERATION PAID  
HIGHWAY RIGHT OF WAY LEASES

STATE OF TEXAS

COUNTY OF Madison

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

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

That his/her name is Craig Paynter. And that, Affiant is personally familiar with and knowledgeable of the terms and conditions of the oil and gas lease(s) which adjoin(s) Old San Antonio Road (OSR)  
[common name(s) of highway/roadway]

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

Bonus Consideration Paid (Per Acre): \$ 375.00

Primary Term: 3 years + 2

Royalty Rate: 25%

Delay Rentals: \$ 25.00 per net mineral acre

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

Further, Affiant sayeth not.

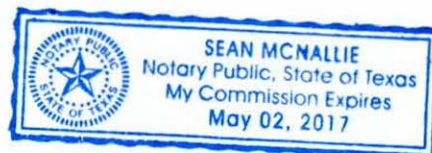
[Signature]  
[signature of affiant]

Craig Paynter  
[printed or typed name of affiant]

State of Texas  
County of Tarrant

Sworn to and subscribed before me on the 11 day of March, 20 14, by Craig Paynter (name of Affiant).

[Signature]  
Notary Public's Signature



5.

File No. MF 116505

Affidavit of Highest Consideration

Date Filed: 9/4/14

Jerry E. Patterson, Commissioner

By: SSD



description of said tract or land, and the part here conveyed is a strip adjoining the San Antonio Road sufficient in width to make a right of way One hundred feet, regardless of whether or not all of said One hundred feet is off of said tract, or when added to present road a strip across the road in Madison county, Texas, will make one hundred feet. said strip of land herein conveyed is now marked and staked by the engineers of the State of Texas.

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 State of Texas, and its assigns. And we do hereby bind our heirs, executors and administrators to warrant and forever defend and all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under us.

Witness our hand this the 27 day of February A. D. 1930.

Joe H. Seale  
George M. Seale

THE STATE OF TEXAS |  
COUNTY OF LEON | Before me the undersigned authority on this day personally appeared Joe H. Seale and George M. Seale 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 A. D. 1930

Filed for record this the 30th day of August A.

By Salmon H. Newman Deputy

V. Maynard, Clerk  
County Court, Madison County, Texas

-----0000000000-----

J. B. SAWTELL TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |  
COUNTY OF LEON | KNOW ALL MEN BY THESE PRESENTS: That I, J. B. Sawtell of the County of McLennan State of .. for and in consideration of the sum of One and no-100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particulary described as follows: A part of the Eli Fenn Survey in Madison County, Texas, and a part of a acre tract of land conveyed to me by and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way One Hundred Feet regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon County will make One Hundred Feet. And it is further agreed that the said J. B. Sawtell in consideration of the benefits above set out will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property.

TO HAVE AND TO HOLD The above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said J. B. Sawtell State of Texas and its assigns.

and the undersigned I do hereby bind my heirs, executors and administrators to warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming or to claim the same or any part thereof but each of the undersigned only warrants title to part conveyed by him provided the above described property is used for improved highway purposes within two years.

Witness my hand at Waco Texas, this 15th day of April A. D. 1930 .

J. B. Sawtell

THE STATE OF TEXAS | COUNTY OF MCLENNAN | Before me Eleanor Anderson a Notary Public in and for the County of McLennan and State of Texas, on this day personally appeared J. B. Sawtell 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 on this the 15th day of April A. D. 1930.

Eleanor Anderson  
Notary Public in and for McLennan County, Texas

L.S.

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.  
Recorded this the 1st day of August A. D. 1930 at 4:45 o'clock P. M.

By J. B. Sawtell Deputy V. Maynard, Clerk  
County Court, Madison County, Texas

-----00000000000000000000-----  
ALLEN SMITH TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |

COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS: That I, Allen Smith of the County of Brazos State of Texas, for and in consideration of the sum of One and no-100 dollars to me in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said State of Texas, the following described tract or parcel of land situated in the County of Madison State of Texas, being particularly described as follows: A part of the Eli Finn Survey in Madison County, Texas, and a part of a 64 acre tract of land conveyed to me by Ed. Cameron and wife and the part here conveyed is a strip adjoining the San Antonio Road and sufficient in width to make a right of way of One Hundred Feet. regardless of whether or not all of said One Hundred Feet is off of said tract, or when added to present road and a strip across the road in Leon Count will make One Hundred Feet. And it is further agreed that the said Grantee State Highway Commission in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may now be found upon said property and put them in condition satisfactory to Granter.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said State of Texas, and its Assigns. And the undersigned Allen Smith does hereby bind his heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, but each of the undersigned only warrants title to part conveyed by him.

WITNESS my hand at Bryan Texas, this 31st day of March A. D. 1930.

Allen Smith

THE STATE OF TEXAS | COUNTY OF BRAZOS | Before me W. S. Barron a Notary Public in and for Brazos County, and State of Texas, on this day personally appeared Allen Smith 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 on this the 31 day of March A.D.1930.

W. S. Barron  
Notary Public in and for Brazos County, Texas

L.S.

Filed for record this the 30th day of July A. D. 1930 at 11 o'clock A. M.  
Recorded this the 2nd day of August A D 1930 at 8 o'clock A. M.

By J. B. Sawtell Deputy V. Maynard, Clerk  
County Court, Madison County, Texas

-----00000000000000000000-----

W. W. SANDIFER TO RIGHT OF WAY DEED STATE OF TEXAS

THE STATE OF TEXAS |

COUNTY OF ROBERTSON | KNOW ALL MEN BY THESE PRESENTS: That I, W. W. Sandifer of the County of Robertson State of Texas for and in consideration of the sum of One and No-100 dollars to me severally in hand paid by the State of Texas, acting through the State Highway Commission, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed

e.

File No. MF 116505

Source Deeds Record

Date Filed: 4/4/14

Jerry E. Patterson, Commissioner

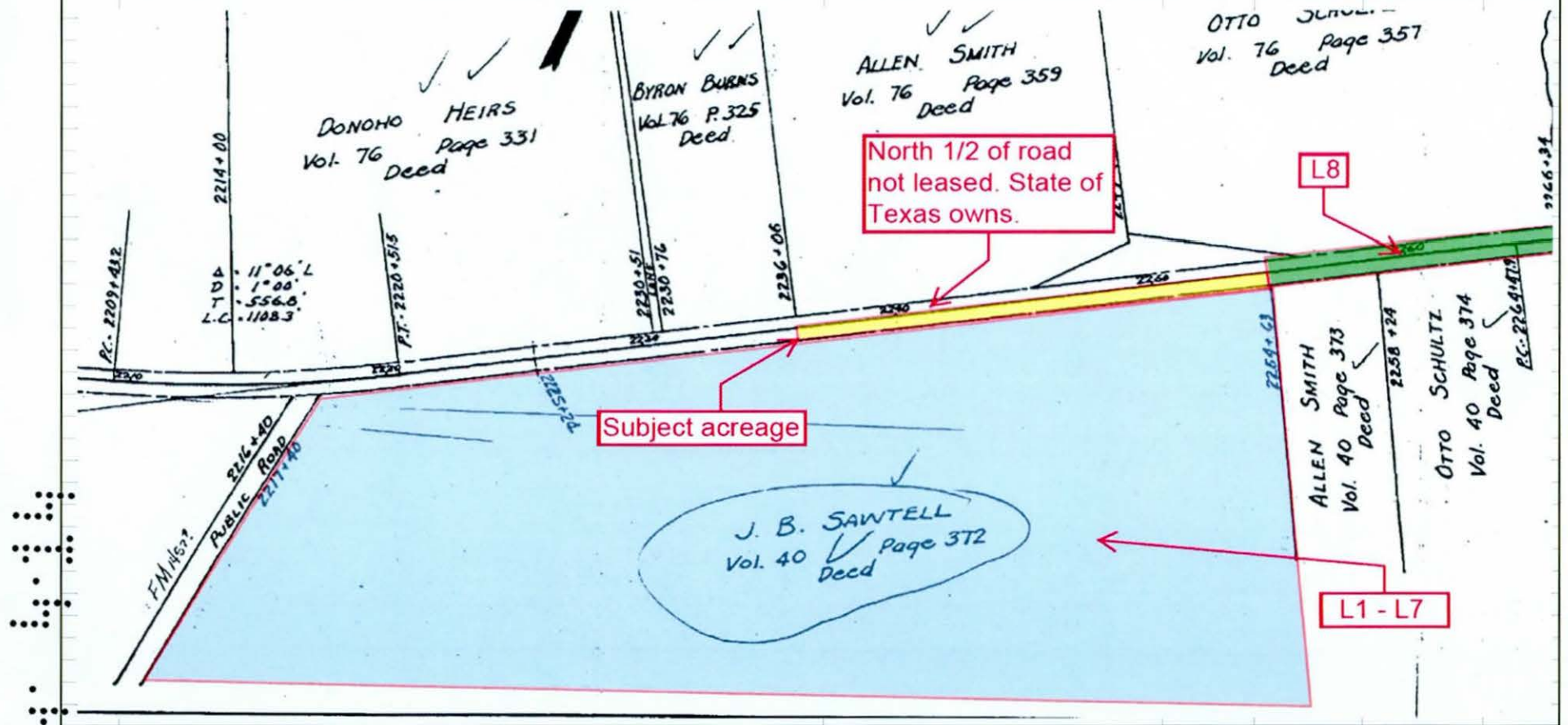
By SSD



SCHEDULE OF ADJACENT LEASES

| Lease No. | Lessor   | Lessee                      | Recording Vol/Page | Lease Date | Expiration | County  |
|-----------|--|-----------------------------|--------------------|------------|------------|---------|
| L1*       | V. A Johnston, Ltd.  | Chesapeake Exploration, LLC | 1042/265           | 7/28/2010  | 7/27/2015  | Madison |
| L2*       | Thomas V. McMahan, Trustee of The Thomas V. McMahan 1966 Trust                                   | Chesapeake Exploration, LLC | 1043/212           | 7/21/2010  | 7/20/2015  | Madison |
| L3*       | Eula May Johnston Trust, Bank of America, N.A., Trustee  | Chesapeake Exploration, LLC | 1047/112           | 8/24/2010  | 8/23/2015  | Madison |
| L4*       | Tara Lewis and Calvin Lewis as Co-Trustees of The Gwinn McMahan Lewis Investment Trust           | Chesapeake Exploration, LLC | 1042/251           | 7/21/2010  | 7/20/2015  | Madison |
| L5*       | Betty T. Johnston Marital Trust, Paul M. Hardwick, Grant Mathew, and Betty T. Johnston, Trustees | Chesapeake Exploration, LLC | 1042/261           | 7/14/2010  | 7/13/2015  | Madison |
| L6*       | Grayfore Partners, LP  | Chesapeake Exploration, LLC | 1042/249           | 7/21/2010  | 7/20/2015  | Madison |
| L7*       | William Rogers   | Chesapeake Exploration, LLC | 1047/104           | 8/11/2010  | 8/10/2015  | Madison |
| L8        | The State of Texas   | EOG Resources, Inc.         | 1277/38            | 7/16/2013  | 7/15/2016  | Madison |

\*All leases taken by Chesapeake were assigned to Energy & Exploration Partners, LLC, in Volume 1246, Page 152, Official Public Records, Madison County, Texas.



7.

File No. MF 116505  
Adjacent lease schedule

Date Filed: 4/4/14  
Jerry E. Patterson, Commissioner

By SSD

4444

21

## PAID UP OIL AND GAS LEASE DO NOT RECORD

**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 OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THIS LEASE AGREEMENT is, made as of the 28th day of July, 2010, between:

**VA Johnston, Ltd., whose address is P.O. Box 825, Ralls, TX 79357, as Lessor,**

and **CHESAPEAKE EXPLORATION LLC, P.O. Box 18496, Oklahoma City, Oklahoma 73154**, 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: (use Exhibit "A" for long description):

**1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.**

### SEE EXHIBIT A ATTACHED FOR ADDITIONAL LEASE PROVISIONS

in the county of **Madison**, State of **Texas**, containing **1290.77** 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 **3** years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-fourth (1/4) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-fourth (1/4) 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 producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **the above listed location** 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. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

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

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

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

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

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

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

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

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

14. 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. In the event the leased lands are encumbered by a mortgage, then prior to the payment of any royalties due hereunder, Lessor agrees to obtain a subordination of mortgage, at Lessor's expense, in a form acceptable to Lessee.

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)

VA Johnston, Ltd.

*David A. Prewitt*  
By: David A. Prewitt, President



*Michael A. Chesser*  
By: Michael A. Chesser, VP / Secretary

Acknowledgement

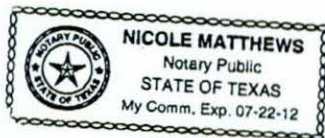
State of Texas  
County of Lubbock

This instrument was acknowledged before me on the 10<sup>th</sup> day of Aug, 2010 by David A. Prewitt, President of VA Johnston, Ltd.

*[Signature]*  
NOTARY PUBLIC, STATE OF TX  
Notary's printed name: Michael KOENING  
My Commission Expires: 14 Feb 2012

State of Texas  
County of TRAVIS

This instrument was acknowledged before me on the 2 day of AUGUST, 2010 by Michael A. Chesser, Vice-President / Secretary of VA Johnston, Ltd.



*Nicole Matthews*  
NOTARY PUBLIC, STATE OF TEXAS  
Notary's printed name: NICOLE MATTHEWS  
My Commission Expires: 7/22/12



ADDENDUM

Attached to and made a part of the certain Oil, Gas and Mineral Lease by and between CHESAPEAKE EXPLORATION L.L.C., as Lessee and VA Johnston, Ltd, as Lessor, dated July 28, 2010.

- 1) Anything to the contrary notwithstanding, after the expiration of the primary term, "shut-in royalty" payments shall not maintain this lease for consecutive periods exceeding two (2) years in length.
- 2) Notwithstanding anything to the contrary contained herein, it is the intention of the Lessor to lease only oil, liquid hydrocarbons, gas or their constituent elements and sulphur, and reference to any other minerals shall be treated as if deleted from this lease.
- 3) Pugh (Horizontal) - Two (2) years following the expiration of the primary term of this lease (or the expiration of any extension or renewal of the primary term), whichever occurs last, in the event a portion or portions of the leased premises is pooled with other land so as to form a pooled unit or units, Operations on such unit or units will not maintain the lease in force as to the land not included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein.
- 4) Pugh (Vertical) - It is understood and agreed that two (2) years following the expiration of the primary term of this lease (or upon the expiration of any extension or renewal of the primary term), whichever occurs last, Lessee shall release the leased premises as to all rights lying below one hundred (100) feet below either (a) the deepest depth drilled in any well drilled on the leased premises or on lands pooled therewith; or (b) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on the leased premises or on lands pooled therewith, whichever is the deepest, provided however, if Lessee is then engaged in Operations on the leased premises or on lands pooled therewith, this lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between Operations.

LESSOR:

  
\_\_\_\_\_

David A. Prewitt, Pres., VA Johnston, Ltd.

  
\_\_\_\_\_

Michael A. Chesser, VP / Sec., VA Johnston, Ltd.



MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS }  
COUNTY OF MADISON }

KNOW ALL MEN BY THESE PRESENTS:

That VA Johnston, Ltd., whose address is P.O. Box 825, Ralls, TX 79357, (herein referred to as "Lessor" and CHESAPEAKE EXPLORATION L.L.C., whose address is P. O. Box 18496, Oklahoma City, Oklahoma, 73154 (herein referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil and Gas Lease dated July 28, 2010, under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject and all of the other terms and provisions thereof), for the sole and only purpose of investigation, exploring, prospecting, drilling and operating for, developing and producing oil and gas (for the purpose thereof, references to "oil and gas" includes oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances, carbon dioxide, helium, sulphur and other minerals as produced in association with, incidental to and as a part of the production of oil or gas), laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, the land situated in Shelby County, Texas being more fully described below:

DESCRIPTION: (herein after referred to as the "Leased Premises"). For the purpose of the Lease, the Leased Premises is estimated to contain 1290.77 acres of land, more or less.

1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

Subject to the other terms and provisions thereof, the Lease provides for a primary term of 3 years and as long thereafter as oil and/or gas, together with any "Associated Minerals" (as defined therein), is produced from the Leased Premises in paying quantities or so long as the Lease may be continued in force and effect under the other terms and provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the same herein by reference as fully as if it were copied at length herein.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of the Memorandum of Oil and Gas Lease.

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

VA Johnston, Ltd.

*David A. Prewitt*

By: David A. Prewitt, President

*Michael A. Chesser*

By: Michael A. Chesser, VP / Secretary

Acknowledgement

State of Texas  
County of Lubbock

This instrument was acknowledged before me on the 10<sup>th</sup> day of Aug-, 2010 by David A. Prewitt, President of VA Johnston, Ltd.

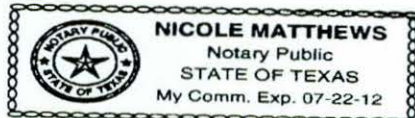


*Michael R. Koennig*

NOTARY PUBLIC, STATE OF TEXAS  
Notary's printed name: MICHAEL KOENNIG  
My Commission Expires: 14 Feb 2012

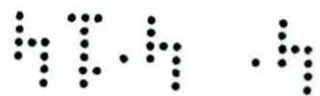
State of Texas  
County of TRAVIS

This instrument was acknowledged before me on the 2 day of AUGUST, 2010 by Michael A. Chesser, Vice-President / Secretary of VA Johnston, Ltd.



*Nicole Matthews*

NOTARY PUBLIC, STATE OF TEXAS  
Notary's printed name: NICOLE MATTHEWS  
My Commission Expires: 7/22/12



Doc Bk Vol Pg  
65411 DR 1042 266

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 65411

Amount: 16.00

Receipt Number: 6575

Vol: 1042 Page: 265

Recorded: Sep 24, 2010 at 12:42P

By,  
Anna Eubank, Deputy

*Jana Cathers*



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.

## AMENDMENT TO OIL, GAS AND MINERAL LEASE

WHEREAS, on July 28<sup>th</sup>, 2010, VA JOHNSTON, LTD., ("Lessor") granted to CHESAPEAKE EXPLORATION, L.L.C., ("Lessee") that certain Paid Up Oil and Gas Lease, of which a Memorandum of Oil and Gas Lease dated July 28<sup>th</sup>, 2010 is recorded at Volume 1042, Page 265, of the Official Records of Madison County, Texas (the "Lease"), which covers the following described land (the "Land"):

1,290.77 acres, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

WHEREAS, it is the desire of Lessor and Lessee to extend the primary term provided for in the Lease.

NOW, THEREFORE, for adequate consideration, Lessor and Lessee agree that the Lease is amended so that the primary term thereof, which was originally 3 years, shall now be 5 years from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional 2 years. Lessor leases and lets to Lessee, its successors and assigns, the Land for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this instrument (the "Lease Amendment").

Lessor warrants to be the owner of the minerals in and under the Lands with full right and authority to execute this Lease Amendment to extend the primary term of the Lease.

The Lease Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated herein, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for the Lease Amendment is the full consideration for the extension of the primary term of the Lease.

The Lease Amendment may be executed in counterparts, each of which shall be binding upon the party so signing, and its respective successors and assigns. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hereof and recorded as one instrument.

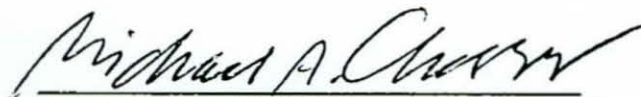


This Lease Amendment is executed by the undersigned as of June 27<sup>th</sup>, 2013, but it is effective for all purposes as of July 28<sup>th</sup>, 2010.

**LESSOR:**

**VA JOHNSTON, LTD.**

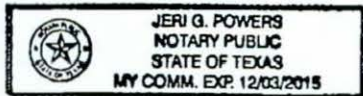
  
\_\_\_\_\_  
**DAVID A. PREWITT, President**


  
\_\_\_\_\_  
**MICHAEL A. CHESSER, Vice President / Secretary**

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
COUNTY OF Tarrant §

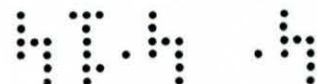
This instrument was acknowledged before me on this 27<sup>th</sup> day of June, 2013  
by MICHAEL A. CHESSER.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 12-03-2015

After recording, return to:

Anthony Mikolajunas  
Energy and Exploration Partners  
100 Throckmorton, Suite 1700  
Fort Worth, TX 76102



return to  
Glen Colburn  
636 East Kings Hwy  
Shreveport, LA 71105

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Public Records of Madison  
County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 83344

Amount: 25.00

Receipt Number: 13806

Vol: 1286 Page: 225

Recorded: Oct 09, 2013 at 03:50P

By,  
Julia Arizpe, Deputy



22

OIL AND GAS LEASE

10550941

THIS AGREEMENT made and entered into as of the 21st day of July, 2010, by and between **THOMAS V. MCMAHAN, Trustee of THE THOMAS V. MCMAHAN 1966 TRUST**, whose address is P. O. Box 1517, Houston, Texas 77251-1517, hereinafter called "Lessor", and Chesapeake Exploration, L.L.C, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154, hereinafter called "Lessee". WITNESSETH:

1. In consideration of the bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, Lessor hereby grants, leases, and lets unto Lessee for the sole and only purpose of exploring, drilling, operating for and producing oil and gas and such other hydrocarbon substances and sulphur as are produced in association therewith and incidental thereto and of laying pipelines, storing oil and building tanks, roads and structures thereon to produce, save, care for, treat and transport said substances produced from the land leased hereunder only, the following described land situated in Madison County, Texas, to-wit:

**1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.**

and containing 1,290.77 acres, more or less, sometimes called herein the "leased premises" or "said lands".

2. Subject to the other provisions hereof, this lease shall be for a term of Three (3) year(s) from this date (called "Primary Term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said lands or lands pooled therewith.

3. Lessee shall pay the following royalties to Lessor:

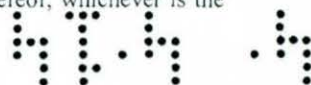
(a) OIL: On all oil and liquid hydrocarbons, including all condensate, distillate and other liquid hydrocarbons recovered or separated from oil or gas by separator or other equipment, the royalty shall be 25% of that produced and saved from the leased premises, the same to be sold with Lessee's oil and liquid hydrocarbons at a price no less than the current market value at the time of production in the field where produced or, at Lessor's option, to be delivered to Lessor free of cost into the storage tanks or into the pipeline to which the wells may be connected. To exercise such option (which may be done by Lessor from time to time), Lessor shall give sixty (60) days written notice to Lessee.

(b) GAS: On all gas produced from the leased premises, including casinghead gas and residue gas at the tailgate of any plant through which gas is processed, the royalty shall be 25% of the current market value at the time of production at the place of sale or use.

(c) PLANT PRODUCTS: On condensate and other products separated, extracted or manufactured from gas at a plant owned wholly or in part by Lessee or an affiliate or subsidiary thereof, the royalty shall be 25% of the current market value at the plant; provided, however, if such plant is not owned wholly or in part by Lessee or an affiliate or subsidiary thereof, the royalty on such condensate and other products shall be 25% of the proceeds received by Lessee from the sale of such condensate and other products.

(d) SULPHUR: Although this lease is intended to cover only oil and gas, it is contemplated that some sulphur may be produced necessarily with and incidental to the production of oil and gas and, in such event, this lease shall also cover such sulphur so produced. On all sulphur so produced, the royalty shall be 25% of the proceeds received by Lessee from the sale of such sulphur.

(e) While there is a gas well on the leased premises capable of producing gas in paying quantities but gas is not being sold or used, Lessee may pay, as royalty, commencing on or before ninety (90) days after the date on which (i) the gas well is shut-in or (ii) this lease is no longer maintained by other provisions hereof, whichever is the



later date, the sum of \$25.00 for each mineral acre covered by this lease; provided, however, in no event shall the amount of such royalty payment be less than \$50.00 after applying the proportionate reduction provision contained herein. If such payment is made or tendered in accordance with the terms hereof, this lease shall continue in full force for one (1) year after such payment, subject to the provisions of Paragraph 7 below, and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this lease, it being understood and agreed that such payment shall be in lieu of and excuse payment of the annual delay rentals which may have otherwise accrued and become payable under the terms and provisions hereof, but in no event shall shut-in well payments maintain this lease in force for a cumulative period exceeding two (2) years. Lessee shall not be entitled to recover any shut-in royalty payments from the later sale of gas. Should shut-in royalty not be paid in a timely manner as provided in this subparagraph (e), it will be considered for all purposes that there is no production of gas from the shut-in well in question and, unless there is then in effect some provision of this lease directing otherwise, this lease shall terminate.

(f) Except as may be permitted for proceeds received by Lessee under subparagraphs (c) and (d) above, all royalties payable to Lessor shall be free, clear and without deduction for any costs of marketing, gathering, transporting, separating, processing, dehydrating, compressing or other costs in making the oil and gas available and marketable at the place of sale or use; provided, however, Lessee shall have free use of oil and gas for lease operations conducted on the leased premises under the terms of this lease (but such free use of oil and gas shall not extend to fuel gas used in plant operations).

(g) 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 a conventional separator or other comparable equipment, so that all liquid hydrocarbons recoverable from gas by such means will be recovered on the leased premises.

(h) Lessee agrees that it will not enter into any contract for the sale of oil or gas production from this lease which shall extend more than three (3) years from the effective date of such contract, unless such contract has adequate provisions for the redetermination of price at intervals not less frequently than one year. Upon written request by Lessor, Lessee shall advise Lessor of the price and other pertinent terms under which production from the leased premises is being sold. In the event Lessee enters into a gas purchase contract containing what is commonly referred to as a "take or pay" provision and the purchaser under such gas purchase contract makes any payment or payments of any nature to Lessee for failure to take delivery of a required minimum volume of gas, then Lessor shall be entitled to a share of such payment or payments so made to Lessee equal to the percentage specified in subparagraph (b) above.

(i) Lessee is unconditionally obligated to Lessor to make the payment of royalties hereunder, irrespective of the failure or bankruptcy of any third party oil or gas purchaser and without the necessity of Lessor executing a division order or transfer order. Further, Lessee shall bear full responsibility for payment of all royalties hereunder, irrespective of any split-stream marketing of production. Accounting and payments to Lessor of royalties from the production of oil and gas from any well shall commence and thereafter be paid in full compliance with the applicable provisions of the Natural Resources Code of the State of Texas and failure to so comply shall entitle Lessor to the remedies therein provided. If Lessee at any time fails to make royalty payments to Lessor in compliance with the applicable provisions of the Natural Resources Code of the State of Texas then Lessor may, at Lessor's option, cancel this lease by giving Lessee thirty (30) days advance written notice of such cancellation. Lessee may avoid such cancellation by paying Lessor all sums (including interest) then owed by Lessee prior to the expiration of such 30-day period. Acceptance by Lessor of royalties which are past due shall not act as a waiver or estoppel of Lessor's right to receive or recover any and all interest due thereon under the provisions hereof, unless a written acknowledgment executed by Lessor expressly so provides. Lessee shall pay all costs of litigation, including reasonable attorney's fees, expert witness and consultation fees, incurred by Lessor in connection with any lawsuit in which Lessor is successful in recovering any



royalties or interest attributable to Lessee's failure to timely pay royalties as required herein.

(j) If production is obtained from the leased premises, the minimum annual royalty payable hereunder shall be \$25.00 per mineral acre covered by this lease on January 1st of each year in question. The only credits applicable to such annual minimum royalty are royalties actually paid during such year. Lessee shall pay to Lessor the actual royalties provided for herein as they accrue. Within thirty (30) days after the end of each year, Lessee shall furnish Lessor with a detailed statement of the actual production and royalties paid for the year in question and any applicable credits. If such statement shows that the minimum royalty provided for herein has not been paid, Lessee shall remit the difference to Lessor with the statement. Should Lessee fail to furnish such statement or fail to pay the minimum payment required within thirty (30) days after written notice by Lessor that such statement has not been received, then this lease shall terminate. Each year shall stand on its own, and Lessee shall not apply any excess paid during one year to a deficiency existing in any other year. The annual periods provided for herein shall begin on January 1st of the year immediately following the year in which production is first obtained from the leased premises. The provision for minimum royalty shall in no way alter, limit, lessen, restrict, change or impair the obligation of Lessee to develop the leased premises reasonably and with due diligence.

4. Lessee shall have the right to pool as follows:

(a) Lessee is hereby granted the right to pool or combine the land covered by this lease, or any part or parts thereof, as to all strata or any stratum, with any other land, as to all strata or any stratum, for the production of oil or gas. Pooling in one or more instances shall not exhaust the right of Lessee hereunder to pool this lease or portion thereof into other or different units. Units pooled for oil hereunder shall not exceed 40 acres, plus ten percent (10%) tolerance. Units pooled for gas hereunder shall not exceed 160 acres, plus ten percent (10%) tolerance, for production from the surface to 5,000 feet subsurface; 320 acres, plus ten percent (10%) tolerance, for production from 5,000 feet to 10,000 feet subsurface; and 640 acres, plus ten percent (10%) tolerance, for production below 10,000 feet subsurface. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; upon such recordation the unit shall be effective as to all parties hereto. A copy of such instrument shall be furnished to Lessor within thirty (30) days after it is filed of record. Drilling or reworking operations on and production from any part of a pooled unit shall be treated for all purposes hereof (except the payment of royalties on such production) as if such drilling or reworking operations were on or such production was from the land described in this lease, whether or not the operations or well be located on the land covered by this lease. For the purpose of computing royalties and other payments out of production from any pooled unit, there shall be allocated to the land covered by this lease and included in such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a prorata portion of the production from the pooled unit, such allocation to be on an acreage basis. Thus, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that prorata portion of the production from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production so allocated to the land covered by this lease and included in the unit just as though such production were from such land. NOTWITHSTANDING THE ABOVE, it is understood and agreed that at least 50% of the acreage comprising any pooled unit created by Lessee shall consist of acreage covered by this lease (or all of the acreage covered by this lease if the acreage covered by this lease is less than 50% of the acreage in such pooled unit).

(b) If this lease now or hereafter covers separate tracts, no pooling, unitization or communitization of mineral or royalty interests as between any such separate tracts is intended or shall be implied or result from the inclusion of such separate tracts within this lease, and the rule of non-apportionment shall be applicable to this lease and to all lands covered by this lease. The inclusion of Lessor's interest in any separate tract within this lease shall not constitute an offer on the part of Lessor to any party who may now or



hereafter have an ownership interest in the minerals or royalties in any such separate tract to pool, unitize or communitize any such interest with other interests covered by this lease. With respect to Lessor's interests in said lands, or in any separate tract, and any other party's interest in said lands, or in any separate tract, such interests shall remain separate ownerships with neither party having any rights, interests or ownership whatsoever in the rights, interests or ownership of the other. Any attempt by an owner of any mineral or royalty interest under a separate tract, now or hereafter, to ratify, adopt or confirm this lease, or any provision herein contained, by any means and thereby effect a pooling, unitization or communitization of any separate tract covered by this lease with any other interests shall by such action specifically ratify, adopt and confirm the entire contents of this subparagraph (b), and such attempt to effect a pooling, unitization or communitization shall be ineffective, null and void for all purposes. As used in this subparagraph (b), the words "separate tract" means any tract with mineral or royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the lands covered by this lease.

(c) In the event only part or parts of the land covered by this lease instrument is pooled with other land or lands so as to form a pooled unit or units, then operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, such rental payments may be reduced in proportion to the number of acres covered hereby and included in such unit or units.

(d) Horizontal Drainhole Wells. If the well is classified as a horizontal drainhole well by the Railroad Commission, the production unit shall be limited to the following maximum amount of acreage depending on the length of the lateral horizontal drainhole displacement within the productive formation:

| <u>Horizontal Drainhole</u> | <u>Displacement</u> | <u>Horizontal Oil Well</u> | <u>Horizontal Gas Well</u> |
|-----------------------------|---------------------|----------------------------|----------------------------|
| 100'- 1,500'                | 80 acres            |                            | 160 acres                  |
| 1,501'- 3,000'              | 320 acres           |                            | 320 acres                  |
| 3,001' – and longer         | 640 acres           |                            | 640 acres                  |

(e) Railroad Commission Special Field Rules. Notwithstanding the maximum size limitations set forth above, in the event the Railroad Commission has adopted special field rules applicable to the field in which such well is completed, which rules require, a larger amount of acreage to obtain a regular drilling permit without exception to the density rule that the amounts set forth above, the production unit for such well may contain such larger amount of acreage.

5. If operations are not conducted on the leased premises on or before the first anniversary date hereof, this lease shall terminate as to both parties unless Lessee on or before said date shall, subject to the further provisions hereof, pay or tender to Lessor or to the depository bank hereinafter provided a sum equal to \$25.00 times the number of net mineral acres then covered thereby, which sum shall operate as delay rental and cover the privilege of deferring operations for one (1) year from said date. In like manner and upon like payments or tenders, operations may be further deferred for periods of one (1) year each during the primary term. The payment or tender of delay rentals and shut-in gas well royalties provided for herein may be deposited to the credit of Lessor in **JPMorgan Chase Bank, Main Street Branch, Houston, Texas** (which bank and its successors are Lessor's agent and shall continue as the depository for all rental and shut-in gas well royalty payments hereunder regardless of changes in the ownership of the leased premises or the rentals or shut-in gas well royalties). It is agreed that if such bank (or any successor bank) shall fail or liquidate or be succeeded by another bank, or for any reason fail or refuse to accept such rental or shut-in gas well royalty payments, Lessee shall promptly notify Lessor, but Lessee shall not be held in default for failure to make such payment or tender of rental or shut-in gas well royalty payments until thirty (30) days after the parties entitled thereto shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments.



6. If prior to discovery and production of oil or gas on the leased premises or land pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil or gas the production thereof should cease from any cause (within or after the primary term), this lease shall not terminate if Lessee commences drilling or reworking operations within sixty (60) days thereafter or, if it be within the primary term, commences or resumes the payment or tender of rentals or commences drilling or reworking operations on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of said dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced from the leased premises but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the expiration of the primary term, then this lease shall remain in force so long as such operations on such well or drilling or reworking operations on any additional well are prosecuted in good faith and in a workmanlike manner with no cessation of more than sixty (60) consecutive days, and if such operations result in production of oil or gas, so long thereafter as oil or gas is produced in paying quantities from the leased premises, subject to the other provisions hereof.

7. In the event this lease is still in force after its primary term, it is agreed that at the time when more than one hundred eighty (180) days shall have elapsed after the primary term during which Lessee is not engaged in operations for the drilling of a well for oil and gas on land covered by this lease or lands pooled therewith, this lease shall terminate as to all land then covered hereby SAVE and EXCEPT a tract of land allocated to each oil and gas well (including any shut-in gas well capable of producing gas in paying quantities) as follows:

(a) As to each oil well and each gas well on the leased premises not included in a pooled unit, such tract shall constitute the proration unit established for such well under the rules and regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction; and

(b) As to each oil well and each gas well included in a pooled unit created under the foregoing provisions of this lease which includes acreage covered hereby, such tract shall consist of the acreage covered by this lease which is included in such pooled unit.

In addition, this lease shall terminate at the same time as to all depths below 100 feet beneath the stratigraphic equivalent of the deepest producing formation reached in any well situated on the leased premises or lands pooled therewith. UPON THE TERMINATION OF THIS LEASE EXCEPT AS TO EACH OIL WELL AND EACH GAS WELL AND THE TRACT ALLOCATED TO EACH SUCH WELL, EACH SEPARATE TRACT ALLOCATED TO AN OIL WELL OR A GAS WELL SHALL BE TREATED AS IF COVERED BY A SEPARATE LEASE CONTAINING ALL OF THE TERMS AND PROVISIONS HEREOF. Lessee agrees to furnish Lessor a recorded release of all lands and depths as to which this lease terminates as specified above within thirty (30) days after the expiration of the 180-day period referred to above. Lessee further agrees to furnish Lessor a recorded release of each of the tracts allocated to an oil well or a gas well at such time as there shall have been no drilling or reworking operations on or production of oil or gas from the well holding such tract for a period of sixty (60) consecutive days and no payments made with respect to such tract pursuant to subparagraph 3(e) above. It is understood and agreed, however, that Lessee shall have such of the easements herein granted over the land released as may be necessary for operations on the tracts retained hereunder.

8. For purposes of this lease, operations for the drilling of a well shall be deemed to have been "commenced" on the date the drill bit enters the earth for the drilling of a validly permitted well. A well shall be deemed hereunder to be "completed" on the date that is (i) ten (10) days after the well reaches total depth in the event no attempt is made to complete the well as a producer of oil or gas by the running of production casing (a "dry hole") or (ii) thirty (30) days after the date production casing is cemented in the well (as reflected by the cementing affidavit filed with the Railroad Commission of Texas or other governmental authority) in the event an attempt is made to complete the well as a producer of oil or gas.

9. In the event (i) a well producing oil or gas should be brought in on land adjacent to the leased premises and (ii) such well is within 660 feet from or draining the leased premises, then Lessee agrees to commence the drilling of an offset well within one hundred twenty (120)



days or release that portion of the leased premises which is being drained by such offset well. If oil or gas is discovered on the land covered by this lease or land pooled therewith, Lessee agrees to further develop said lands covered by this lease as a reasonably prudent operator would under the same or similar circumstances.

10. The rights of either party hereto may be assigned in whole or in part (except that oil rights shall never be severed from gas rights). The provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. It is provided, however, that Lessee may not assign this lease, or any portion thereof, without the prior written consent by Lessor, which consent shall not be unreasonably withheld. No change or division in the ownership of land, rentals or royalties shall be binding upon Lessee for any purpose until Lessee shall have been furnished with the instrument or instruments, or certified copies thereof, evidencing such change or division. In the event of a permitted assignment of this lease as to a segregated portion of said lands, it is agreed that the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area owned by each, a default in the payment of rentals by one owner shall not affect the rights of other leasehold owners hereunder, and liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or a portion thereof, who commits such breach.

11. When any of the operations contemplated by this lease are delayed or interrupted by operation of force majeure, the time of such delay or interruption shall not be counted against Lessee. The term "force majeure", as used herein, shall mean storms, floods, washouts, landslides, lightning or other acts of God. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule or regulation enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations, then the period of such cessation shall not be counted against Lessee; provided, however, that in no event will the primary term be extended unless Lessee has begun drilling operations prior to the date of the expiration of the primary term. Before the provisions of this paragraph may be relied upon, Lessee must furnish written notice to Lessor within a reasonable time after the first day the provisions hereof are relied upon, said notice to specify the preventing event and the beginning date thereof. Further, within thirty (30) days after the preventing event ceases, Lessee shall notify Lessor thereof.

12. This lease is executed without warranty by Lessor, either expressed or implied. If Lessor owns an interest in said lands less than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to Lessor in the proportion which Lessor's interest bears to the entire and undivided fee simple estate. Lessee, at its option and after giving thirty (30) days written notice to Lessor, may discharge any tax lien upon the interest of Lessor; and in the event Lessee does so, Lessee shall have the right to apply royalties accruing hereunder toward the reimbursement of such payment.

13. Should Lessee have title to said lands, or any portion thereof, examined and have one or more title opinions rendered, Lessee shall furnish to Lessor a copy of each such title opinion and any supplementals thereto. A copy of each such opinion rendered shall be mailed to Lessor at the above address within thirty (30) days after the date thereof, but Lessee shall not be liable in any way for the contents of any such opinion.

14. It is expressly understood and agreed that this lease covers oil and gas only, along with the products and by-products thereof and sulphur produced necessarily with and incidental to the production of oil and gas. This lease does not cover any other minerals of any type, including uranium, thorium and other fissionable materials, iron ore, copper, coal, lignite, or other minerals of any type.

15. If Lessor files a legal action to enforce any express or implied obligation of this lease and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor for all costs of such legal proceeding, including reasonable attorney's fees.

16. Lessee agrees to give Lessor notice of the commencement of any drilling or reworking operations on said lands or lands pooled therewith, the approximate date of such operations, the approximate location of the same, and the objective depths of any proposed well. Upon request, Lessee shall furnish Lessor information concerning the drilling, deepening,



plugging back, coring, testing and completing or recompleting of any and all wells (including seismic data and interpretations thereof), all information concerning driller's logs, well logs, surveys, production charts and records, and all information concerning the production and marketing of oil and gas from said lands or lands pooled therewith, along with copies of all forms filed with the Railroad Commission of Texas or any other governmental authority having jurisdiction.

17. Lessee shall indemnify, defend and hold Lessor harmless from and against all claims, liabilities, judgments, losses and causes of action for injury or death of any person and for damage to or destruction of any property (real, personal or otherwise) resulting directly or indirectly from any and all acts, omissions or courses of conduct by Lessee, its employees, agents, contractors, subcontractors, suppliers and invitees, or arising out of or in any way incidental to the exercise of the rights herein granted. Lessee further expressly agrees to indemnify, defend and hold Lessor harmless from all claims, damages and causes of action asserted by the owner or tenant of the surface estate of the leased premises which result from Lessee's exercise of the rights herein granted.

18. Lessee shall install and maintain all equipment and conduct all operations in an environmentally sound manner, in accordance with all applicable regulations of governmental authorities having jurisdiction. Lessee shall not use, store or dispose of any hazardous materials on the leased premises, except to the extent such substances are contemporaneously required for actual oil or gas operations thereon, and any such substances shall be used, stored and disposed in a safe manner and in compliance with all applicable governmental regulations. Lessee shall insure that all contractors comply with the terms of this paragraph. In the event Lessee is notified of any environmentally harmful or dangerous conditions on the leased premises resulting from Lessee's operations, Lessee shall promptly take all actions required to clean-up and correct such dangerous or harmful conditions, in accordance with applicable laws, regulations and sound engineering practices. Lessor shall have no responsibility to inspect or oversee Lessee's operations or to identify or correct any potentially harmful, dangerous or damaging conditions, and Lessor shall have no right to control any details of Lessee's operations, or designate or control Lessee's contractors. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all liability arising out of Lessee's use of the leased premises which causes or may cause contamination of the ground water or soil within the leased premises or surrounding area adjacent thereto and for any and all liability incurred by Lessor because of Lessee's use of the leased premises and arising out of or incurred pursuant to any state, federal or municipal laws, rules and regulations. Lessee further agrees to give written notice to Lessor of any environmental complaint, charge, or allegation of which Lessee has knowledge involving the leased premises.

19. Lessee shall have the right, at any time during or within sixty (60) days after the termination of this lease as to any portion of the leased premises (but not thereafter) to remove all property and fixtures placed by Lessee on such portion of the leased premises. All such property and fixtures not so removed within said time shall become the property of Lessor.

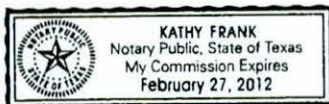
IN WITNESS THEREOF, this lease is executed as of the date first above written.

*Thomas V. McMah*  
THOMAS V. MCMAHAN, Trustee of  
THE THOMAS V. MCMAHAN 1966  
TRUST

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 26<sup>th</sup> day of July, 2010, by THOMAS V. MCMAHAN, Trustee of THE THOMAS V. MCMAHAN 1966 TRUST.



*Kathley Frue*  
Notary Public in and for  
The State of Texas



MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS § 10550941
COUNTY OF MADISON §

KNOW ALL MEN BY THESE PRESENTS:

That, Thomas V. McMahan, Trustee of The Thomas V. McMahan 1966 Trust, whose address is P.O. Box 1517, Houston, TX 77251-1517, (herein referred to as "Lessor" and CHESAPEAKE EXPLORATION L.L.C., whose address is P. O. Box 18496, Oklahoma City, Oklahoma, 73154 (herein referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil and Gas Lease Dated July 21, 2010 under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject and all of the other terms and provisions thereof), for the sole and only purpose of investigation, exploring, prospecting, drilling and operating for, developing and producing oil and gas (for the purpose thereof, references to "oil and gas" includes oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances, carbon dioxide, helium, sulphur and other minerals as produced in association with, incidental to and as a part of the production of oil or gas), laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, the land situated in Madison County, Texas being more fully described below:

DESCRIPTION: (herein after referred to as the "Leased Premises"). For the purpose of the Lease, the Leased Premises is estimated to contain 1,290.77 acres or land, more or less.

1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

Subject to the other terms and provisions thereof, the Lease provides for a primary term of three (3) years and as long thereafter as oil and/or gas, together with any "Associated Minerals" (as defined therein), is produced from the Leased Premises in paying quantities or so long as the Lease may be continued in force and effect under the other terms and provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the same herein by reference as fully as if it were copied at length herein.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of the Memorandum of Oil and Gas Lease.

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

Thomas V. McMahan, Trustee of The Thomas V. McMahan 1966 Trust

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

ACKNOWLEDGEMENT

State of Texas County of: Harris

This instrument was acknowledged before me on the 26th day of July, 2010 by Thomas V. McMahan, Trustee

Kathy Frank (Signature)

NOTARY PUBLIC, STATE OF TEXAS

Notary's printed name: Kathy Frank

My Commission Expires: 2/27/12



*La SE  
Chesapeake Operating Inc  
PO Box 18496  
Oklahoma City, OK 73154*

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 65493

Amount: 16.00

Receipt Number: 6591

Vol: 1043 Page: 212

Recorded: Sep 27, 2010 at 02:04P

By,  
Charlotte Barrett, County Clerk



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.

## AMENDMENT TO OIL, GAS AND MINERAL LEASE

WHEREAS, on July 21<sup>st</sup>, 2010, **THOMAS V. MCMAHAN, Trustee of THE THOMAS V. MCMAHAN 1966 TRUST**, ("Lessor") granted to **CHESAPEAKE EXPLORATION, L.L.C.**, ("Lessee") that certain Paid Up Oil and Gas Lease, of which a Memorandum of Oil and Gas Lease dated July 21<sup>st</sup>, 2010 is recorded at Volume 1043, Page 212, of the Official Records of Madison County, Texas (the "**Lease**"), which covers the following described land (the "**Land**"):

**1,290.77** acres, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

WHEREAS, it is the desire of Lessor and Lessee to extend the primary term provided for in the Lease.

NOW, THEREFORE, for adequate consideration, Lessor and Lessee agree that the Lease is amended so that the primary term thereof, which was originally 3 years, shall now be 5 years from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional 2 years. Lessor leases and lets to Lessee, its successors and assigns, the Land for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this instrument (the "**Lease Amendment**").

Lessor warrants that Lessor has with full right and authority to execute this Lease Amendment to extend the primary term of the Lease.

The Lease Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated herein, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for the Lease Amendment is the full consideration for the extension of the primary term of the Lease.

The Lease Amendment may be executed in counterparts, each of which shall be binding upon the party so signing, and its respective successors and assigns. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hereof and recorded as one instrument.



This Lease Amendment is executed by the undersigned as of July 3<sup>rd</sup>, 2013, but it is effective for all purposes as of July 21<sup>st</sup>, 2010.

LESSOR:

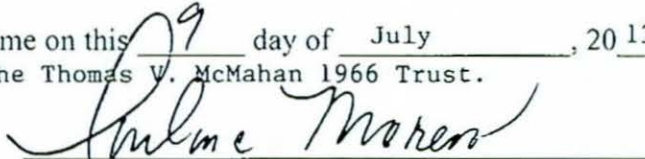
THE THOMAS V. MCMAHAN 1966 TRUST

  
\_\_\_\_\_  
THOMAS V. MCMAHAN, Trustee

ACKNOWLEDGMENTS

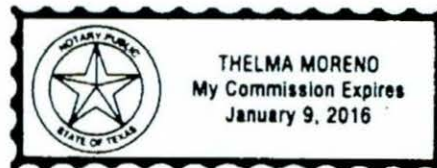
STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 09 day of July, 2013,  
by Thomas V. McMahan, Trustee of The Thomas V. McMahan 1966 Trust.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_

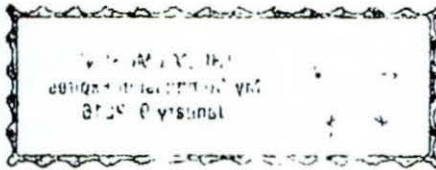
After recording, return to:

Anthony Mikolajunas  
Energy and Exploration Partners  
100 Throckmorton, Suite 1700  
Fort Worth, TX 76102



Doc Bk Vol Pg  
83345 OR 1286 230

Return to  
Glen Colthoun  
636 East Kings Hwy  
Shrengot, LA 71105



STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Public Records of Madison  
County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 83345

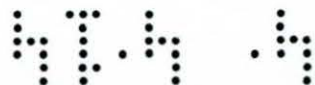
Amount: 25.00

Receipt Number: 13806

Vol: 1286 Page: 228

Recorded: Oct 09, 2013 at 03:50P

By,  
Julia Arizpe, Deputy



23

OIL & GAS LEASE

This Oil & Gas Lease is made and entered into this 24th day of August, 2010, by and between Eula May Johnston Trust, Bank of America, N.A., Trustee, P.O. Box 2646, Fort Worth, TX 76113-2546, hereinafter called Lessor, and Chesapeake Exploration, LLC whose address is P.O. Box 18496, Oklahoma City, OK 73154, hereinafter called Lessee,

1. **Grant and Description.** Lessor, in consideration of the cash bonus paid, of Lessee's agreement to pay royalties as herein provided, and of the other terms hereof, hereby leases and lets exclusively unto Lessee for the sole and only purpose of exploring, drilling, installing fixtures, and operating for and producing oil and gas from the Leasehold Estate, the following described land situated in Madison County, State of Texas;

1,290.77 acres, more or less, in the Eli W. Fenn Survey, Abstract 96, being more fully described in that certain deed from W. C. McMahan to Ralph A. Johnston, dated September 2, 1945, and recorded in Volume 78, Page 63 of the Deed Records of Madison County, Texas.

deemed for purposes of this lease to contain 1,290.77 acres. The rights and interests created by this lease in the above described lands are referred to as the "Leasehold Estate."

2. **Term of Lease.** Subject to the other provisions hereof, this lease shall be for a term of three (3) years from this date (primary term) and as long thereafter as oil and gas, or either of them, is produced in paying quantities from the Leasehold Estate, and the Lessor's royalties are paid as provided.

3. **Royalties.** Lessee shall pay royalties as follows:

(a) **Oil.** Lessee shall pay Lessor 1/4 of the gross proceeds of all oil and other liquid hydrocarbons recovered, separated, produced or saved from or on the Leasehold Estate and sold by Lessee in an arms' length transaction; provided, however, if oil and/or other liquid hydrocarbons are not sold in an arms' length transaction, Lessor shall receive the Oil Royalty Share of the market value of such oil and/or other liquid hydrocarbons which shall be calculated by using the highest price, plus premium, if any, paid or offered for oil and/or other liquid hydrocarbons of comparable quality in the general area where produced and when run, the market value used in calculating the royalty hereunder to be adjusted upward, but never downward, if necessary to remove any reduction included in the prevailing market value due to charges for production and post-production expenses such as described in paragraph 3(e) below.

(b) **Gas.** Lessee shall pay Lessor 1/4 of the gross proceeds received by Lessee for all gas (including substances contained in such gas) recovered, separated, produced or saved from or on the Leasehold Estate and sold by Lessee in an arms' length transaction; provided, however if gas is not sold under an arms' length transaction, Lessor shall receive the Gas Royalty Share of the market value of such gas (including substances contained in such gas) which shall be calculated by using the highest price paid or offered for gas of comparable quality in the general area where produced and when run, the market value used in calculating the royalty hereunder to be adjusted upward, but never downward, if necessary to remove any reduction included in the prevailing market value due to charges for production and post-production expenses such as described in paragraph 3(e) below.

(c) **Products.** Lessee's right to produce substances from the Leasehold Estate is limited to substances produced from oil and/or gas wells. Lessee shall pay Lessor royalty on all marketable substances produced by Lessee from the Leasehold Estate (all marketable substances which be produced from the Leasehold Estate or lands pooled therewith will be collectively referred to as "Products" and individually as a "Product"). The price used to calculate Lessor's royalty shall never be less than the price paid Lessee for any Product, and, if the manner of calculating royalty provided for herein would cause Lessor's royalty to be calculated based upon a lesser amount, the price actually paid Lessee shall be substituted as the basis for the royalty calculation. As to any Product which does not fall under the oil or gas royalty clauses above, Lessee shall pay Lessor 1/4 (Miscellaneous Royalty Share) of the gross proceeds received by Lessee for such Product in an arms' length transaction; provided, however, if the Product is not sold under an arms' length transaction, Lessor shall receive the Miscellaneous Royalty Share of the market value of such Product (including substances contained in such Product) which shall be calculated by using the highest price paid or offered for the most similar substances of comparable quality in the general area where produced and when run, the market value used in calculating the royalty hereunder to be adjusted upward, but never downward, if necessary to remove any reduction included in the prevailing market value due to charges for production and post-production expenses such as described in paragraph 3(e) below. If another owner of an interest in a well is selling any Product for a price higher than that received by Lessee, Lessor's royalty shall be calculated by using the highest price paid for the Product at the time of production from the well. To the greatest extent allowed by applicable law, Lessor shall have a lien on all Products and the proceeds from the sale thereof to secure payment of its royalties and all other sums due Lessor hereunder. The term "Royalty Share" may be used below to refer collectively to "Oil Royalty Share," "Gas Royalty Share," and "Miscellaneous Royalty Share."

(d) **Production Sale Contracts.** Lessee shall pay Lessor the applicable Royalty Share of all consideration received by or for the benefit of Lessee under any contract for the sale of Products, including, but not limited to, all contract settlements and other sums received by Lessee from any purchaser of Products, whether such sums are advance payments, payments under take-or-pay provisions, price buy-down settlements, or other contractual payments or payments in settlement of claims of whatever kind or character paid by any purchaser of Products to Lessee to the extent related to the sale of production from the Leasehold Estate. To the extent that any such consideration is paid in advance of actual production, Lessee shall receive credit for the amount thereof, up to but not exceeding the actual sales price of the Product, when such production occurs. In no event will the price paid Lessor for Lessor's share of the Products, or used to calculate a Royalty Share, be less than the price paid to Lessee for Lessee's share of Products produced hereunder. Lessee agrees that if it



enters into any contract for sale of any Products which shall extend for three (3) years from the effective date of such sales contract and such contract does not have adequate provisions for redetermination of price at intervals of not less frequently than annually, then Lessee, its successors and assigns, shall in advance of executing any such sales contract provide Lessor with a full and complete copy of the proposed contract for the purpose of allowing Lessor to determine whether Lessee may sell Lessor's Royalty Share of Products under Lessee's proposed sales contract. Lessor shall, within thirty (30) days of receiving such sales contract, notify Lessee as to whether Lessee may sell Lessor's Royalty Share of Products under Lessee's proposed sales contract. If Lessor does not approve Lessee's proposed sales contract, then Lessor's royalty shall be calculated by using the highest price paid or offered for Products of comparable quality in the general area where produced and when run.

*(e) Royalty to be Free of Expenses.* Lessor's interest shall bear its proportionate share of severance taxes and other taxes assessed against its interest or its share of production, but Lessor's royalty shall not bear or be charged with, directly or indirectly, any cost or expense incurred by Lessee, including without limitation, for exploring, drilling, testing, completing, equipping, storing, separating, dehydrating, transporting, compressing, treating, gathering, or otherwise rendering marketable or marketing products, and no such deduction or reduction shall be made from the royalties payable to Lessor hereunder, and any calculation of sales price or market value hereunder shall be increased to the extent necessary to remove all such costs and expenses as a charge against the Lessor's royalty.

*(f) Arms' Length Transaction.* In order to qualify as an arms' length transaction, a sale must be to a non-affiliated entity under an agreement negotiated in good faith by all parties which does not provide for any consideration to Lessee which will not or cannot be shared with Lessor under the royalty provisions of this lease. Without limiting the generality of the foregoing, if Lessee enters into any contract or arrangement for the sale of Products in which the buyer, or a third party acting under an agreement with the buyer, undertakes any activities relating to storing, separating, dehydrating, transporting, compressing, treating, gathering, or otherwise rendering marketable or marketing Products, or for incurring or paying any of the expenses described in paragraph 3(e), Lessee shall promptly inform Lessor of the exact nature of the arrangements made, including providing accurate and complete copies of the documents involved, and Lessor shall have the option of treating such sales of Products as having not been made in an arm's length transaction.

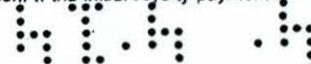
*(g) Litigation Recoveries.* If Lessee participates in any litigation or administrative proceeding against a third party for damage to the Leasehold Estate, the minerals therein, or improper or unauthorized removal of Products, including but not limited to, claims for trespass, violation of applicable rules and regulations, or breach of a production sale contract, Lessee shall make a sufficient claim therein to cover Lessor's Royalty Share as provided in this lease, and shall pay to Lessor the Royalty Share of the proceeds received by Lessee and attributable to this lease as a result thereof, whether by settlement, judgment or otherwise; provided, however, Lessee shall be entitled to recoup, from such royalty payments only, a proportionate share of the actual attorneys fees paid to outside counsel, expert witness fees, litigation expenses, and court costs paid by Lessee and attributable to issues related to this lease, this being strictly a right to recoup from royalties payable and imposing no personal liability on Lessor.

*(h) Shut-in Gas Royalty.* While there is a well on the Leasehold Estate capable of producing gas in paying quantities but the production thereof is shut-in or suspended for any reason, Lessee shall pay as royalty on or before 90 days after the date on which (i) production from any such well is shut-in or suspended or (ii) this lease is no longer maintained by compliance with other provisions hereof, whichever is the later date, and thereafter at annual intervals, a sum in the amount of \$25.00 per acre then held under this lease, or a minimum of \$500.00, whichever is greater, for each and every shut-in gas well; and if such payment is made or tendered in accordance with the terms hereof, this lease shall not terminate but shall continue in full force, subject to the other provisions hereof, and it will be considered that gas is being produced from the Leasehold Estate in paying quantities within the meaning of each pertinent provision of this lease, but in no event shall shut-in well payments maintain this lease in force for a cumulative period exceeding two (2) years. Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should the shut-in period extend beyond the expiration of the primary term, such shut-in provision will pertain only to the Production Unit of such gas well as provided below. Should such shut-in royalty payments not be made in a timely manner, it will be considered for all purposes that there is no production or no excuse for delayed production of gas from any such well or wells.

*(i) Recovery of Gas Liquids.* Lessee agrees that, if it is economic to do so, before any gas produced from the Leasehold Estate is used, moved or sold off the Leasehold Estate, it will be run, free of cost to Lessor, through a good quality oil and gas separator, or similarly efficient equipment, to recover liquid hydrocarbons.

*(j) Right to Take in Kind.* Lessor shall have the recurring option to take its Royalty Share of any Product in kind in lieu of cash payment, and to reverse such election and resume receiving royalty payment in money, in either case by giving Lessee at least sixty (60) days advance written notice. Such election may be made separately as to oil, gas or any other Product, and Lessor may elect to have the royalty production delivered at the wellhead, at the oil and gas separator, into a pipeline connected at the well, at the location where Lessee sells its production, or at another location if mutually acceptable to Lessor and Lessee. If Lessor elects to take royalty in kind, any necessary costs for separate metering or split stream delivery will be borne by Lessor. If Lessor elects to take gas royalty in kind, the parties shall enter into a gas balancing agreement using, at Lessor's election, either the most recent form used by Lessee in an arms-length industry transaction or the most recent form promulgated by the American Association of Professional Landmen. Lessee shall supply its most recent gas balancing agreement form to Lessor for evaluation purposes immediately upon receiving notice that Lessor intends to take gas royalty in kind. The inclusion of this option to permit Lessor to take its Royalty Share in kind shall not modify or limit Lessee's duty to pay royalties as provided herein or to market Products, except as to the Products actually taken in kind by Lessor.

*(k) Time for Payment of Royalty.* ~~Within 120 days following the first sale of oil or gas produced from the Leasehold Estate, settlement shall be made by Lessee for royalties due hereunder (initial royalty payment) with respect to such oil or gas sold off the premises, and such royalties shall be paid monthly thereafter without the necessity of Lessor executing a division or transfer order. If a division or transfer order is circulated by Lessee, such division order will be a simple statement of interest containing no warranty or indemnity clauses and containing no clauses modifying in any way the terms of this lease. The insertion of any such clause will be of no force and effect so far as this lease and the rights and obligations of the parties hereto are concerned, and in any event, Lessor shall be under no obligation to execute any division or transfer order, and Lessor's execution thereof, if done, shall be considered a mere accommodation, if the initial royalty payment is~~



~~not timely made under the terms hereof, this lease shall terminate as of 7 a.m. the first day of the month following the expiration of said 120-day period. After the said initial royalty payment, with respect to oil or gas produced during any month, if royalty is not paid hereunder on or before the last day of the second succeeding month, this lease shall terminate at midnight of such last day.~~

All royalty payments shall be due within one hundred and twenty (120) days after the end of the month in which the production occurred. Should Lessee fail to pay such royalty within such time, then Lessee shall be obligated to pay, and shall pay, to Lessor interest on said accrued royalties at the rate of the lessee of the maximum rate permitted by law or one and one-half percent ( 1-1/2%) per month, from the due date until the date of payment. If Lessee fails to comply with the provisions of this paragraph, then Lessor shall, at its option, have the right to cancel this lease by filing an affidavit of record in Madison County, Texas; however, Lessor shall give written notice of such intention to Lessee and Lessee shall then have thirty (30) days in which to comply with the provisions of this paragraph; further provided, however, that such notice requirement and opportunity to cure shall not apply if Lessee has failed to comply with the provisions of this paragraph on three or more prior occasions. Should Lessee pay Lessor all royalty payments past due during any period with accrued interest, this lease shall not be cancelled under the terms of this paragraph. The rights of Lessor under this paragraph shall be in addition to, and not in lieu of, all rights Lessor may have as to payment of royalty under Texas law, including, V.T.C.A. Natural Resources Code Sections 91.401 through 91.405.

(f) *Royalty Information.* In addition to other information required to be furnished by Lessee to Lessor, either by law or under the terms of this lease, Lessee shall promptly provide Lessor with sufficient information for Lessor to monitor and calculate all royalty payments due Lessor hereunder, and if such information is not provided in a prompt or complete manner, Lessee waives, to the greatest extent allowable by law, any defense based upon the statute of limitations, laches or any other delay in bringing suit with respect to any matter which would reasonably have been revealed by such information, even if Lessor had access to relevant information from other sources, it being intended that Lessor may rely upon Lessee to keep Lessor fully informed without the necessity of obtaining information from other sources; provided, however, if an indefinite waiver is not allowable under applicable law, then the parties stipulate that any such suit must be brought within twenty (20) years from the date upon which it accrued or such shorter time period as may be the longest allowable by agreement of the parties under applicable law. It will be considered that information required hereunder has been promptly provided to Lessor if Lessee provides the same within thirty (30) days after the date upon which the information becomes available to Lessee.

**4. Delay Rentals. THIS IS A PAID-UP OIL & GAS LEASE; ALL DELAY RENTALS REFERRED TO HEREIN ARE PAID IN FULL.**

**5. Pooling.** Lessee is hereby granted the right to pool the Leasehold Estate with the estate created under one or more valid and subsisting oil and gas leases for the production of oil and/or gas, but such pooling must be accomplished in strict conformity to the terms of this lease. If Lessee exercises its pooling authority in strict conformity to the terms hereof, the unit formed thereby shall be valid, effective, and subject to the further terms hereof and shall be referred to as a "Pooled Unit." Lessee may pool more than once, and a Pooled Unit may be limited to certain depths or strata or one or more Products. Pooled Units shall conform to the size and other parameters for Production Units as provided below. Lessee shall file a written unit designation including a surveyor's plat of the Pooled Unit and a description of the included participating leasehold estates in the conveyance records of the county in which the Leasehold Estate is located. A copy of the unit designation shall be furnished to Lessor within thirty (30) days after it is filed in the appropriate county records, and if Lessee fails to do so, such Pooled Unit may be declared invalid by Lessor by an instrument filed in such county records. Operations and production on any part of the Pooled Unit shall be treated (except the payment of royalties) as if on or from the Leasehold Estate. To compute the royalties due to Lessor on production from a Pooled Unit, there shall be allocated to the acreage from the Leasehold Estate which is included in the Pooled Unit that pro rata portion of the Products produced from the Pooled Unit which the number of surface acres from the Leasehold Estate included in the Pooled Unit bears to the total number of surface acres in the Pooled Unit, and such allocated production shall be treated for all purposes as production from the Leasehold Estate. A Pooled Unit which does not include 100% of the Leasehold Estate may only be formed with the written consent of Lessor, and operations on or production from such Pooled Unit will maintain this lease in force only as to the part of the Leasehold Estate included in the Pooled Unit. A Pooled Unit is strictly limited to the Leasehold Estate and will automatically terminate if this lease expires as to the part of the Leasehold Estate included in the Pooled Unit.

**6. Operations.** The following provisions shall apply to Lessee's operations on the Leasehold Estate, and for purposes of this lease, certain terms shall mean precisely as follows:

"Commercial Well" shall mean a well producing oil and/or gas in paying quantities.

"Capable Drilling Rig" shall mean a drilling rig constructed and equipped so as to be able to drill to the total depth of a permitted Commercial Well in a reasonably expeditious manner. Expressly excluded from this meaning is a drilling rig used for preliminary operations such as setting surface casing, drilling a "rat hole," or similar near surface activities, but which is not used to drill the well to its total depth - for purposes of this lease such a rig is considered to be a non-capable rig, not a Capable Drilling Rig.

"Actual Drilling" shall be considered to have commenced on the calendar day that the drill bit attached to a Capable Drilling Rig used for a permitted Commercial Well first penetrates the ground at its well bore's surface location. This meaning is intended to be different than that sometimes accorded lease provisions such as "commencement of a well," "commencement of operations," "drilling operations," "operations for drilling" and the like when such have been interpreted to include activities prior to the penetration of the ground by a Capable Drilling Rig; such preliminary activities, including but not limited to surveying, staking, dirt moving, road building, site preparation, rig assembly and preliminary shallow drilling with a non-capable rig, expressly do not constitute Actual Drilling for purposes of this lease.

"Completion" shall mean the earlier of (i) the calendar day on which the Capable Drilling Rig which drilled the well was released by Lessee or (ii) the calendar day upon which a ninety (90) day period has elapsed without the well



having been deepened by at least one thousand feet, or in the case of a Horizontal Well laterally extended by at least one thousand feet.

"Horizontal Well" shall mean any well in which the horizontal component of the gross completion interval in the reservoir exceeds one hundred feet.

"Vertical Well" means a well that is not a Horizontal Well.

"Commission" shall mean the state or federal governmental authority with jurisdiction over well spacing, density, and unit size and shape applicable to units for producing wells for the field in which the well in question is located.

"Regulatory Unit" shall mean a unit of the standard size and shape as designated by the Commission.

"Production Unit" shall mean the surface area and underlying depths of the Leasehold Estate as to which this lease may be maintained after the primary term by a Commercial Well.

"Continuous Program Well" means a well on which Lessee commences the Actual Drilling during the 180 day period immediately prior to the expiration of the primary term, and shall include each well thereafter drilled by Lessee on the Leasehold Estate with no more than one hundred and eighty (180) consecutive days elapsing between the Completion of one Continuous Program Well and the commencement of the Actual Drilling of the next Continuous Program Well.

"Continuous Drilling Program" means the period of time beginning with the timely commencement by lessee of Actual Drilling of the first Continuous Program Well by Lessee and ending on the calendar day upon which more than one hundred and eighty (180) consecutive days have elapsed since the Completion of the most recent Continuous Program Well without the commencement by lessee of Actual Drilling on a further Continuous Program Well.

"Reworking" shall mean the actual presence of a rig and workers on the Leasehold Estate and the rig's active, continuous use in an attempt to repair a well which has had a serious mechanical failure or to restore production from a well which has stopped producing in paying quantities.

(a) *Dry Holes and Cessation of Production During the Primary Term.* If, during the primary term but prior to discovery of oil or gas on the Leasehold Estate or land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences or resumes the payment or tender of rentals, if applicable, or commences actual drilling or reworking on or before the rental paying date next ensuing after the expiration of ninety (90) days from date of completion and abandonment of said dry hole or holes or the cessation of production. This provision shall have no application after the expiration of the primary term.

(b) *Development and Protection from Drainage.* Lessee shall act as a reasonably prudent operator in developing and further exploring the Leasehold Estate. Lessee shall also act as a reasonably prudent operator in protecting the Leasehold Estate from drainage by wells located off of the Leasehold Estate, and, without limiting the generality of Lessee's obligations of development, further exploration and protection from drainage, in the express situation in which a Commercial Well is completed on lands in which Lessor owns no interest or only a partial interest in the minerals or royalty, and which has any part of its borehole within three hundred and thirty (330) feet of the Leasehold Estate (offsetting well), then within one hundred and eighty (180) days after the commencement of production from such offsetting well, Lessee shall either (a) commence the Actual Drilling of a similar well at a location on the Leasehold Estate as near as practical to such offsetting well and thereafter diligently drill and complete the same, or (b) release this lease as to a tract of land as nearly contiguous to the location of the offsetting well as practicable and of a size which would constitute a Production Unit for a similar well drilled by Lessee on the Leasehold Estate, or (c) Lessee may maintain the lease as to the acreage otherwise required to be released for a maximum of two (2) more successive years by Lessee paying compensatory royalty at the rate provided in this lease for oil, gas and other Products as though the production from the offset well was production from a well located on an unpooled Production Unit on the Leasehold Estate. The compensatory royalty is to be paid monthly subject to the same terms and conditions as the royalty on actual production from the Leasehold Estate; provided that the due date for each royalty payment shall be extended by sixty (60) days from the due date for royalty payments on production from the Leasehold Estate in order to give Lessee sufficient time in which to acquire production information from the offsetting well. If this lease is maintained in force by payment of compensatory royalties, after two (2) years of such payments Lessee shall have the same obligation to release acreage as provided in item (b) above unless Lessee is then maintaining the acreage required to be released under some other provision hereof. Lessee shall have an absolute obligation to protect the Leasehold Estate from drainage by wells located off of the Leasehold Estate which Lessee operates or in which Lessee has any ownership or contractual interest.

(c) *Expiration of Primary Term.* At the expiration of the primary term, this lease shall automatically terminate as to all lands and depths of the Leasehold Estate not then included in the Production Unit assigned by Lessee to a Commercial Well. Prior to the expiration of the primary term, or prior to the date upon which a Continuous Drilling Program ends if applicable, if there is then one or more Commercial Wells on the Leasehold Estate, Lessee shall file for record in the county where each such well is located a written designation of a Production Unit for each Commercial Well exactly corresponding to a permissible Regulatory Unit as established by the Commission for the field and area in which each such well is located. A Production Unit shall not exceed the standard size, shape and/or diagonal established by the Commission for an applicable Regulatory Unit and shall not contain more acreage than the minimum necessary for the well to comply with applicable regulations. If the Commission has not established specific rules for Regulatory Units for the well in question, Lessee's designation of the Production Unit shall be in as nearly as practicable the shape of a square with the well in its center for a Vertical Well, or of a rectangle with the well bore along its centerline for a Horizontal Well. In each such case, if such unit is designated in strict conformity to the requirements of this paragraph, it shall become the well's Production Unit for purposes of this lease. In the absence of specific unit size rules promulgated by the Commission, for Vertical Wells a Production Unit shall not exceed 40 acres for an oil well completed at any depth; 80 acres for a gas well completed at a depth of less than 2,000 feet subsurface; 160 acres for a gas well completed at a depth of 2,000 feet subsurface to 6,000 feet subsurface; 320 acres for a gas well completed at a depth of 6,000 feet subsurface to 9,000 feet subsurface; 640

acres for a gas well completed at a depth greater than 9,000 feet subsurface. For a Horizontal Well, the Production Unit shall not exceed a size which allows Lessee to retain the minimum regulatory spacing distance between the wellbore and the boundaries of the Production Unit, in size the amount of acreage permitted under the applicable Field Rules or 640 acres if no such determination can be made due to lack of applicable spacing rules. In all cases, if the well's allowable rate of production is based upon acreage assigned to its unit, the well's Production Unit may be of any size up to the size which obtains the maximum allowable. Each Production Unit shall include all depths from the surface to the stratigraphic equivalent of the base of the deepest then producing formation penetrated by the wellbore of a Commercial Well on the Production Unit, but no depths below that level. Each Production Unit shall be considered for all purposes to be a separate lease, and production of oil or gas, drilling or reworking operations, or the payment of shut-in gas royalty on one Production Unit shall not maintain this lease in force as to any other Production Unit, lands or depths. As to each Production Unit maintained by Lessee, if production should cease from any well on such Production Unit, this lease will not terminate as to such Production Unit so long as Lessee commences Actual Drilling of a new well or reworking of an existing well on or before the expiration of ninety (90) days from date of the cessation of production and proceeds with such drilling or reworking operations with no cessation of more than ninety (90) consecutive days until commercial production of oil and/or gas is restored.

(d) *Continuous Drilling Program.* If Lessee wishes to temporarily suspend automatic termination of this lease at the expiration of the primary term, Lessee may, within the one hundred and eighty (180) day period immediately prior to the expiration of the primary term, commence the drilling of a Continuous Program Well, and Lessee may thereafter conduct a Continuous Drilling Program on the Leasehold Estate with no more than one hundred and eighty (180) consecutive days elapsing between the Completion of one Continuous Program Well and the commencement of the Actual Drilling of the next Continuous Program Well. This lease will remain in force as to all the lands and depths covered hereby so long as such Continuous Drilling Program is conducted by Lessee. Upon the cessation of the Continuous Drilling Program, which shall be deemed to have ceased any time that more than one hundred eighty (180) days elapse after the Completion of a Continuous Program Well without the commencement of Actual Drilling of another Continuous Program Well by Lessee, this lease shall terminate as to all lands and depths covered hereby which are not then included in the Production Unit of a Commercial Well, and Lessee shall otherwise have the same obligations regarding designation of Production Units, execution of releases, and other matters as are herein elsewhere provided to occur upon the end of the primary term.

(e) *Review of Production Units.* At any time after the fifteenth anniversary date of this lease, Lessor may request that Lessee review any one or more Production Units to determine if there is more acreage in such Production Unit than is necessary to support the Commercial Well or wells then producing therefrom, and if the Production Unit size can be reduced without causing the well to be no longer located in accordance with established governmental spacing requirements, Lessee shall re-designate the Production Unit to so reduce it (re-designated Production Unit) and shall release this lease as to all acreage no longer included in the re-designated Production Unit. Likewise, at any time after the fifteenth anniversary of this lease, Lessor may request that Lessee release all depths in any Production Unit which are more than 100 feet below the stratigraphic equivalent of the base of the deepest then producing formation penetrated by the wellbore of a Commercial Well on the Production Unit (non-producing deep rights), and Lessee shall promptly comply with such request. Lessor's rights to request re-designated Production Units and releases of non-producing deep rights shall be recurring and may be exercised as often as Lessor considers advisable.

(f) *Compliance with Regulations and Indemnity.* Lessee shall conduct its operations in compliance with all applicable laws, rules and regulations. Lessee will protect, indemnify, hold harmless and defend Lessor against any claim, demand, cost, liability, loss or damage suffered by Lessor, including reasonable attorneys fees, expert witness fees, litigation expenses and court costs, arising out of or associated in any way with (i) any activity conducted by Lessee or Lessee's employees, agents, servants, contractors, licensees or permittees on or near the Leasehold Estate; (ii) environmental remediation and plugging and abandonment of wells; (iii) the management, use and disposal of produced water and wastes or substances associated with activities on the Leasehold Estate; and/or (iv) the oil, gas, all other products, any waste material, or any substance, pollutant or contaminant produced by Lessee or brought by Lessee onto the Leasehold Estate (all of which potential sources of claims shall be referred to as "Lessee's Conduct"). LESSEE'S OBLIGATION TO INDEMNIFY LESSOR FOR CLAIMS ARISING FROM LESSEE'S CONDUCT SHALL APPLY WITHOUT REGARD TO FAULT ON THE PART OF EITHER LESSOR OR LESSEE AND SHALL SPECIFICALLY INCLUDE INDEMNIFICATION OF LESSOR AGAINST LIABILITY TO THIRD PERSONS ARISING FROM LESSOR'S NEGLIGENCE IF SUCH LIABILITY IS RELATED TO LESSEE'S CONDUCT. Lessee's indemnity obligations for Lessee's Conduct under this paragraph are continuing obligations which will continue in effect, and be enforceable by Lessor, even after this lease terminates. As used in this paragraph, "Lessor" includes Lessor and Bank of America, N.A. and its respective directors, officers, employees, and agents. If any portion of this indemnity provision shall ever be held to be invalid or unenforceable, it shall be deemed stricken herefrom and the remainder of this provision shall continue to apply to the greatest extent permitted by applicable law.

(g) *Surface and Non-Producing Subsurface Use Non-Exclusive.* Lessee's right to the use of the surface of the Leasehold Estate is non-exclusive. Without limiting the generality of the foregoing, Lessor may use, or permit third parties to use, the Leasehold Estate for the surface location of wells bottomed or with their terminus on other lands so long as such wells do not violate applicable spacing regulations and are not perforated in or otherwise open to producing formations directly under the Leasehold Estate. Lessor shall have the right, as between Lessor and Lessee, to allow third parties to conduct geophysical operations on the Leasehold Estate.

(h) *Surface Use.* Lessee shall have free use of oil, gas and water from the Leasehold Estate, except water from the surface owner's wells, tanks, creeks, rivers, streams and springs, provided that no surface water or underground fresh water will be used for water flood or pressure maintenance purposes. Lessee shall have the right at any time within 180 days after the expiration of this lease to remove all property and fixtures placed by Lessee on the Leasehold Estate, including the right to draw and remove all casing except as to water wells in which Lessee shall have the right to remove all property and fixtures except casing and shall do nothing that will in any way damage said water well or prevent its future use by Lessor. Lessee shall, at Lessor's request, remove the casing from and plug and abandon such water well at Lessee's sole expense. When required by Lessor, Lessee shall bury all pipelines below ordinary plow depth, and no well shall be drilled within four hundred feet (400') of any residence or barn now on the Leasehold Estate without Lessor's consent. Lessee shall conduct its operations hereunder as not to interfere unreasonably with the use of the surface by the owner thereof. If Lessor owns the surface, prior to any use of the surface, Lessee shall present to Lessor a plat of the



property showing the area proposed to be used and the type of use to be made. Within 30 days of the receipt of such notice, Lessor will either deliver written consent or propose a reasonable alternative area for such use. Lessee shall provide at Lessee's expense all protective measures to prevent any loss or damage to the property of Lessor on account of any operations by Lessee. Lessee shall pay for all surface damages and damage to livestock, wildlife, crops or improvements on the Leasehold Estate or suffered by any tenant of Lessor and caused by or arising out of operations under this lease. Pits and excavations made during drilling operations or otherwise shall be filled by Lessee and the surface restored, as nearly as reasonably possible, to its original condition; and if Lessee shall fail to do so, the cost to Lessor of such filling and restoration shall be paid by Lessee. References to surface ownership herein shall be applicable only as to that portion of the surface estate which is owned by Lessor.

7. **Assignments.** No assignment of this lease, or interest therein, may be made without written approval of the Lessor, and such approval shall not be unreasonably withheld **however; an assignment of this lease to Lessee's officers, directors, affiliates or employees will not require written approval if such assignees are not an officer, director or employee of Bank of America, N.A. or any of its affiliates or subsidiaries.** Subject to the preceding condition, the provisions of this lease shall extend to the heirs, executors, administrators, successors and assigns of Lessor and Lessee, but no change or division in ownership of the Leasehold Estate, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the Leasehold Estate, rentals or royalties shall be binding upon Lessee for any purpose until Lessee shall have been furnished with the instrument or instruments, or accurate copies thereof, evidencing such change or division. In the event of a permitted assignment of this lease as to a segregated portion of the Leasehold Estate, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area owned by each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder, and liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach.

8. **Force Majeure.** Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure, except as to any and all monetary payments due under the terms of this lease. The term "force majeure" as employed herein shall mean: (i) any act of God including but not limited to storms, floods, washouts, landslides and lightning, and (ii) any order or direction by any federal, state or municipal law, executive order, rule or regulation enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the Leasehold Estate. At such time as force majeure is terminated and for a period of sixty (60) days after such termination, each and every provision of this lease or implied covenant arising hereunder that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force, 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.

9. **Lesser Interest.** If Lessor owns an interest in the Leasehold Estate less than the entire and undivided fee simple estate therein, then the royalties and rental herein provided shall be paid to Lessor in the proportion which Lessor's interest bears to the entire and undivided fee simple estate therein.

10. **No Warranty.** Lessor executes and delivers this lease without warranty of title either express or implied. Lessee, at its option, 30 days after giving written notice to Lessor, may discharge any tax lien upon the interest herein leased; and, in the event Lessee does so, Lessee shall have the right to apply rentals and royalties accruing hereunder to reimburse such payment. Lessee shall not be subrogated to the rights of the party to whom payment is made, but may reimburse itself out of any royalties otherwise payable to Lessor hereunder.

11. **Mandatory Releases by Lessee.** At any time that this lease terminates as to any acreage or depth, Lessee shall promptly execute and furnish to Lessor a release thereof in recordable form which contains a legally adequate description of the lands and/or depths being released.

12. **Information to be Provided by Lessee.** Lessee shall advise Lessor in writing as to the location of each well drilled upon the Leasehold Estate, or on lands pooled therewith, on or before seven (7) days after commencement of operations, and shall advise Lessor in writing as to the date of completion or abandonment of each well drilled within thirty (30) days after such completion or abandonment. Lessee agrees to furnish Lessor with all well drilling, completion and production data, reports, title opinions, logs, and information when specifically requested by Lessor and Lessor agrees to **keep such information confidential.** Lessee agrees that immediately following this instrument being recorded in the county records where the Leasehold Estate is located that Lessee will provide Lessor with a copy of this fully recorded instrument as it appears in said records.

13. **Enforcement Expenses.** If Lessor files a legal action to enforce any express or implied obligation under the terms of this lease and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor for all costs of such legal proceeding including reasonable attorney's fees, expert witness fees, litigation expenses and court costs.

14. **No Community Lease.** If the mineral and/or royalty interests covered by this lease are different as between any two or more tracts within the Leasehold Estate, the execution of this lease shall not be construed to create a community lease nor in any way to effect the pooling or cross conveyance of interests in any such two or more tracts. Instead, it is Lessor's intent that oil and gas royalties and other lease benefits shall accrue to the owners of the particular tract of land on which is located the well or wells from which oil or gas production is taken, without apportionment to the owners of any other tract or tracts covered hereby, unless the pooling authority granted to Lessee under this lease has been exercised, it being intended that ownership of royalties shall accrue to the tract on which the well is located.

15. **Parties in Interest.** Lessee represents that he/she is not an officer, director, or employee of Bank of America Corporation, Bank of America, N.A., or any of its affiliates and/or subsidiaries, nor is Lessee acting on behalf of any such officer, director, or employee.

16. **Notices.** All notices and other communications given in connection with this lease shall be in writing and shall be deemed to have been properly given and received on the date when personally delivered, or shall be deemed to have



been properly given on the date of actual receipt if delivered by certified mail, fax or courier. The following addresses are hereby designated for the receipt of notices:

LESSOR: Eula May Johnston Trust  
Bank of America, N.A., Trustee  
P.O. Box 2546  
Fort Worth, TX 76113-2546

LESSEE: Chesapeake Exploration, LLC  
Attn: Henry J. Hood  
6100 North Western Avenue  
Oklahoma City, Oklahoma 73118

17. **Implied Covenants Preserved.** The express covenants of the lease are not intended to limit or restrict any implied covenants existing by law or by the nature of this agreement.

Executed on the date first above written.

Lessor:  
  
Eula May Johnston Trust  
Bank of America, N.A., Trustee

Lessee:  
  
Chesapeake Exploration, LLC

By: Janet M. Cunningham  
Janet M. Cunningham, Vice President  
Lease #: 25578  
Address: P.O. Box 2546  
Fort Worth, TX 76113-2546

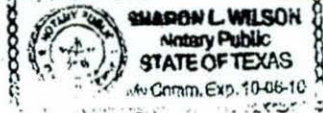
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 6100 North Western Avenue  
Oklahoma City, OK 73118

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 Janet M. Cunningham, Vice President of Bank of America, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank in the capacity therein stated.

Given under my hand and seal of office this the 24th day of AUGUST, 2010  
Sharon L. Wilson  
Notary Public in and for the State of TEXAS



State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ an \_\_\_\_\_ officer of \_\_\_\_\_ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation in the capacity therein stated.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

State of \_\_\_\_\_

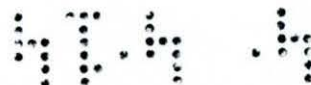
County of \_\_\_\_\_



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 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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



MEMORANDUM OF OIL AND GAS LEASE

Doc 65773 Bk OR Vol 1047 Pg 112

STATE OF TEXAS §
COUNTY OF MADISON §

KNOW ALL MEN BY THESE PRESENTS:

That The Eula May Johnston Trust, Bank of America, N.A., Trustee, whose address is P.O. Box 2546 Fort Worth, TX 76113-2546, (herein referred to as "Lessor" and CHESAPEAKE EXPLORATION L.L.C., whose address is P. O. Box 18496, Oklahoma City, Oklahoma, 73154 (herein referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil and Gas Lease Dated August 24, 2010 under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject and all of the other terms and provisions thereof), for the sole and only purpose of investigation, exploring, prospecting, drilling and operating for, developing and producing oil and gas (for the purpose thereof, references to "oil and gas" includes oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances, carbon dioxide, helium, sulphur and other minerals as produced in association with, incidental to and as a part of the production of oil or gas), laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, the land situated in Madison County, Texas being more fully described below:

DESCRIPTION: (herein after referred to as the "Leased Premises"). For the purpose of the Lease, the Leased Premises is estimated to contain 1,290.77 acres or land, more or less.

1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

Subject to the other terms and provisions thereof, the Lease provides for a primary term of three (3) years and as long thereafter as oil and/or gas, together with any "Associated Minerals" (as defined therein), is produced from the Leased Premises in paying quantities or so long as the Lease may be continued in force and effect under the other terms and provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the same herein by reference as fully as if it were copied at length herein.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of the Memorandum of Oil and Gas Lease.

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

Lessor:
Eula May Johnston Trust, Bank of America, N.A. Trustee

Handwritten signature of Janet M. Cunningham, Vice President

ACKNOWLEDGEMENT

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 Janet M. Cunningham, Vice President of Bank of America, N.A., 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 purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank in the capacity therein stated.

Given under my hand and seal of office this the 24th day of AUGUST, 2010

Handwritten signature of Sharon L. Wilson, Notary Public in and for the State of Texas



Doc Bk Vol Pg  
65773 OR 1047 113

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 65773

Amount: 16.00

Receipt Number: 6704

Vol: 1047 Page: 112

Recorded: Oct 15, 2010 at 03:54P

By,  
Anna Eubank, Deputy

**MAIL Originals to:**

203 W Austin St.  
Center, TX 75935-3845  
(936) 591-9033



4744

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.

## AMENDMENT TO OIL, GAS AND MINERAL LEASE

WHEREAS, on August 24<sup>th</sup>, 2010, THE EULA MAY JOHNSTON TRUST, Bank of America, N.A., as Trustee, ("Lessor") granted to CHESAPEAKE EXPLORATION, L.L.C., ("Lessee") that certain Paid Up Oil and Gas Lease, of which a Memorandum of Oil and Gas Lease dated August 24<sup>th</sup>, 2010 is recorded at Volume 1047, Page 112, of the Official Records of Madison County, Texas (the "Lease"), which covers the following described land (the "Land"):

1,290.77 acres, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

WHEREAS, the Lease is currently owned and held by Energy and Exploration Partners, L.L.C., 100 Throckmorton, Suite 1700, Fort Worth, Texas 76102, (Current "Lessee"), and

WHEREAS, it is the desire of Lessor and Lessee to extend the primary term provided for in the Lease.

NOW, THEREFORE, for adequate consideration, Lessor and Lessee agree that the Lease is amended so that the primary term thereof, which was originally 3 years, shall now be 5 years from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional 2 years. Lessor leases and lets to Lessee, its successors and assigns, the Land for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this instrument (the "Lease Amendment").

Lessor warrants to be the owner of the minerals in and under the Lands with full right and authority to execute this Lease Amendment to extend the primary term of the Lease.

The Lease Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated herein, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for the Lease Amendment is the full consideration for the extension of the primary term of the Lease.



The Lease Amendment may be executed in counterparts, each of which shall be binding upon the party so signing, and its respective successors and assigns. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hercof and recorded as one instrument.

This Lease Amendment is executed by the undersigned as of June 27<sup>th</sup>, 2013, but it is effective for all purposes as of August 24<sup>th</sup>, 2010.

**LESSOR:**

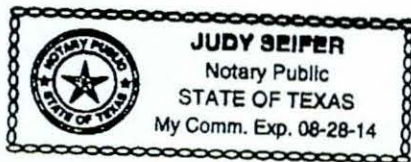
**THE EULA MAY JOHNSTON TRUST, Bank of America, N.A., as Trustee**

Janet M. Cunningham  
JANET M. CUNNINGHAM, Vice President

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
COUNTY OF TARRANT §

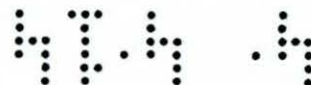
This instrument was acknowledged before me on this 17<sup>th</sup> day of JULY, 2013, by JANET M. CUNNINGHAM, VICE PRESIDENT, BANK OF AMERICA, N.A.



Judy Seifer  
Notary Public in and for the State of Texas  
My commission expires: 8-28-2014

After recording, return to:

Anthony Mikolajunas  
Energy and Exploration Partners  
100 Throckmorton, Suite 1700  
Fort Worth, TX 76102



STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 82459

Amount: 20.00

Receipt Number: 13406

Vol: 1274 Page: 258

Recorded: Aug 12, 2013 at 02:22P

By  
Julia Arizpe, Deputy

After Recording Return To:  
Energy & Exploration Partners, LLC  
P.O. Box 471428  
Fort Worth, Texas 76147



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.

## AMENDMENT TO OIL, GAS AND MINERAL LEASE

WHEREAS, on August 24<sup>th</sup>, 2010, THE EULA MAY JOHNSTON TRUST, Bank of America, N.A., as Trustee, ("Lessor") granted to CHESAPEAKE EXPLORATION, L.L.C., ("Lessee") that certain Paid Up Oil and Gas Lease, of which a Memorandum of Oil and Gas Lease dated August 24<sup>th</sup>, 2010 is recorded at Volume 1047, Page 112, of the Official Records of Madison County, Texas (the "Lease"), which covers the following described land (the "Land"):

1,290.77 acres, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

WHEREAS, the Lease is currently owned and held by Energy and Exploration Partners, L.L.C., 100 Throckmorton, Suite 1700, Fort Worth, Texas 76102, (Current "Lessee"), and

WHEREAS, it is the desire of Lessor and Lessee to extend the primary term provided for in the Lease.

NOW, THEREFORE, for adequate consideration, Lessor and Lessee agree that the Lease is amended so that the primary term thereof, which was originally 3 years, shall now be 5 years from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional 2 years. Lessor leases and lets to Lessee, its successors and assigns, the Land for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this instrument (the "Lease Amendment").

Lessor warrants to be the owner of the minerals in and under the Lands with full right and authority to execute this Lease Amendment to extend the primary term of the Lease.

The Lease Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated herein, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for the Lease Amendment is the full consideration for the extension of the primary term of the Lease.



The Lease Amendment may be executed in counterparts, each of which shall be binding upon the party so signing, and its respective successors and assigns. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hereof and recorded as one instrument.

This Lease Amendment is executed by the undersigned as of June 27<sup>th</sup>, 2013, but it is effective for all purposes as of August 24<sup>th</sup>, 2010.

LESSOR:

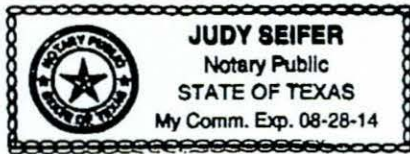
THE EULA MAY JOHNSTON TRUST, Bank of America, N.A., as Trustee

*Janet M. Cunningham*  
JANET M. CUNNINGHAM, Vice President

ACKNOWLEDGMENTS

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 17<sup>th</sup> day of JULY, 2013,  
by JANET M. CUNNINGHAM, VICE PRESIDENT, BANK OF AMERICA, N.A.



*Judy Seifer*  
Notary Public in and for the State of Texas  
My commission expires: 8-28-14

After recording, return to:

Anthony Mikolajunas  
Energy and Exploration Partners  
100 Throckmorton, Suite 1700  
Fort Worth, TX 76102



STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Public Records of Madison  
County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 82798

Amount: 25.00

Receipt Number: 13552

Vol: 1279 Page: 132

Recorded: Sep 05, 2013 at 04:07P

By:  
Julia Arizpe, Deputy

R+O ENERGY  
636 E. KINGS HWY.  
SHREVEPORT, LA 71105



DO NOT RECORD

W-F Form

24

**OIL AND GAS LEASE**

THIS AGREEMENT made and entered into as of the 21st day of July, 2010, by and between **Tara Lewis and Calvin Lewis as Co-Trustees, of THE GWINN MCMAHAN LEWIS INVESTMENT TRUST**, whose address is 3824 Cedar Springs Rd. Ste 101-331, Dallas, Texas 75219 hereinafter called "Lessor", and Chesapeake Exploration, L.L.C, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154, hereinafter called "Lessee".

WITNESSETH:

1. In consideration of the bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, Lessor hereby grants, leases, and lets unto Lessee for the sole and only purpose of exploring, drilling, operating for and producing oil and gas and such other hydrocarbon substances and sulphur as are produced in association therewith and incidental thereto and of laying pipelines, storing oil and building tanks, roads and structures thereon to produce, save, care for, treat and transport said substances produced from the land leased hereunder only, the following described land situated in Madison County, Texas, to-wit:

**1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.**

and containing 1,290.77 acres, more or less, sometimes called herein the "leased premises" or "said lands".

2. Subject to the other provisions hereof, this lease shall be for a term of Three (3) year(s) from this date (called "Primary Term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said lands or lands pooled therewith.

3. Lessee shall pay the following royalties to Lessor:

(a) OIL: On all oil and liquid hydrocarbons, including all condensate, distillate and other liquid hydrocarbons recovered or separated from oil or gas by separator or other equipment, the royalty shall be 25% of that produced and saved from the leased premises, the same to be sold with Lessee's oil and liquid hydrocarbons at a price no less than the current market value at the time of production in the field where produced or, at Lessor's option, to be delivered to Lessor free of cost into the storage tanks or into the pipeline to which the wells may be connected. To exercise such option (which may be done by Lessor from time to time), Lessor shall give sixty (60) days written notice to Lessee.

(b) GAS: On all gas produced from the leased premises, including casinghead gas and residue gas at the tailgate of any plant through which gas is processed, the royalty shall be 25% of the current market value at the time of production at the place of sale or use.

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(c) PLANT PRODUCTS: On condensate and other products separated, extracted or manufactured from gas at a plant owned wholly or in part by Lessee or an affiliate or subsidiary thereof, the royalty shall be 25% of the current market value at the plant; provided, however, if such plant is not owned wholly or in part by Lessee or an affiliate or subsidiary thereof, the royalty on such condensate and other products shall be 25% of the proceeds received by Lessee from the sale of such condensate and other products.

(d) SULPHUR: Although this lease is intended to cover only oil and gas, it is contemplated that some sulphur may be produced necessarily with and incidental to the production of oil and gas and, in such event, this lease shall also cover such sulphur so produced. On all sulphur so produced, the royalty shall be 25% of the proceeds received by Lessee from the sale of such sulphur.

(e) While there is a gas well on the leased premises capable of producing gas in paying quantities but gas is not being sold or used, Lessee may pay, as royalty, commencing on or before ninety (90) days after the date on which (i) the gas well is shut-in or (ii) this lease is no longer maintained by other provisions hereof, whichever is the later date, the sum of \$25.00 for each mineral acre covered by this lease; provided, however, in no event shall the amount of such royalty payment be less than \$50.00 after applying the proportionate reduction provision contained herein. If such payment is made or tendered in accordance with the terms hereof, this lease shall continue in full force for one (1) year after such payment, subject to the provisions of Paragraph 4(g) below, and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this lease, it being understood and agreed that such payment shall be in lieu of and excuse payment of the annual delay rentals which may have otherwise accrued and become payable under the terms and provisions hereof, but in no event shall shut-in well payments maintain this lease in force for a cumulative period exceeding two (2) years. Lessee shall not be entitled to recover any shut-in royalty payments from the later sale of gas. Should shut-in royalty not be paid in a timely manner as provided in this subparagraph (e), it will be considered for all purposes that there is no production of gas from the shut-in well in question and, unless there is then in effect some provision of this lease directing otherwise, this lease shall terminate.

(f) Except as may be permitted for proceeds received by Lessee under subparagraphs (c) and (d) above, all royalties payable to Lessor shall be free, clear and without deduction for any costs of marketing, gathering, transporting, separating, processing, dehydrating, compressing or other costs in making the oil and gas available and marketable at the place of sale or use; provided, however, Lessee shall



have free use of oil and gas for lease operations conducted on the leased premises under the terms of this lease (but such free use of oil and gas shall not extend to fuel gas used in plant operations).

(g) 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 a conventional separator or other comparable equipment, so that all liquid hydrocarbons recoverable from gas by such means will be recovered on the leased premises.

(h) Lessee agrees that it will not enter into any contract for the sale of oil or gas production from this lease which shall extend more than three (3) years from the effective date of such contract, unless such contract has adequate provisions for the redetermination of price at intervals not less frequently than one year. Upon written request by Lessor, Lessee shall advise Lessor of the price and other pertinent terms under which production from the leased premises is being sold. In the event Lessee enters into a gas purchase contract containing what is commonly referred to as a "take or pay" provision and the purchaser under such gas purchase contract makes any payment or payments of any nature to Lessee for failure to take delivery of a required minimum volume of gas, then Lessor shall be entitled to a share of such payment or payments so made to Lessee equal to the percentage specified in subparagraph (b) above.

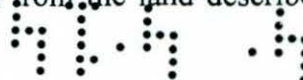
(i) Lessee is unconditionally obligated to Lessor to make the payment of royalties hereunder, irrespective of the failure or bankruptcy of any third party oil or gas purchaser and without the necessity of Lessor executing a division order or transfer order. Further, Lessee shall bear full responsibility for payment of all royalties hereunder, irrespective of any split-stream marketing of production. Accounting and payments to Lessor of royalties from the production of oil and gas from any well shall commence and thereafter be paid in full compliance with the applicable provisions of the Natural Resources Code of the State of Texas and failure to so comply shall entitle Lessor to the remedies therein provided. If Lessee at any time fails to make royalty payments to Lessor in compliance with the applicable provisions of the Natural Resources Code of the State of Texas then Lessor may, at Lessor's option, cancel this lease by giving Lessee thirty (30) days advance written notice of such cancellation. Lessee may avoid such cancellation by paying Lessor all sums (including interest) then owed by Lessee prior to the expiration of such 30-day period. Acceptance by Lessor of royalties which are past due shall not act as a waiver or estoppel of Lessor's right to receive or recover any and all interest due thereon under the provisions hereof, unless a written acknowledgment executed by Lessor expressly so provides. Lessee shall pay all costs of litigation, including reasonable attorney's fees, expert witness and consultation fees, incurred by Lessor in connection with any lawsuit in

which Lessor is successful in recovering any royalties or interest attributable to Lessee's failure to timely pay royalties as required herein.

(j) If production is obtained from the leased premises, the minimum annual royalty payable hereunder shall be \$25.00 per mineral acre covered by this lease on January 1st of each year in question. The only credits applicable to such annual minimum royalty are royalties actually paid during such year. Lessee shall pay to Lessor the actual royalties provided for herein as they accrue. Within thirty (30) days after the end of each year, Lessee shall furnish Lessor with a detailed statement of the actual production and royalties paid for the year in question and any applicable credits. If such statement shows that the minimum royalty provided for herein has not been paid, Lessee shall remit the difference to Lessor with the statement. Should Lessee fail to furnish such statement or fail to pay the minimum payment required within thirty (30) days after written notice by Lessor that such statement has not been received, then this lease shall terminate. Each year shall stand on its own, and Lessee shall not apply any excess paid during one year to a deficiency existing in any other year. The annual periods provided for herein shall begin on January 1st of the year immediately following the year in which production is first obtained from the leased premises. The provision for minimum royalty shall in no way alter, limit, lessen, restrict, change or impair the obligation of Lessee to develop the leased premises reasonably and with due diligence.

4. Lessee shall have the right to pool as follows:

(a) Lessee is hereby granted the right to pool or combine the land covered by this lease, or any part or parts thereof, as to all strata or any stratum, with any other land, as to all strata or any stratum, for the production of oil or gas. Pooling in one or more instances shall not exhaust the right of Lessee hereunder to pool this lease or portion thereof into other or different units. Units pooled for oil hereunder shall not exceed 40 acres, plus ten percent (10%) tolerance. Units pooled for gas hereunder shall not exceed 160 acres, plus ten percent (10%) tolerance, for production from the surface to 5,000 feet subsurface; 320 acres, plus ten percent (10%) tolerance, for production from 5,000 feet to 10,000 feet subsurface; and 640 acres, plus ten percent (10%) tolerance, for production below 10,000 feet subsurface. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; upon such recordation the unit shall be effective as to all parties hereto. A copy of such instrument shall be furnished to Lessor within thirty (30) days after it is filed of record. Drilling or reworking operations on and production from any part of a pooled unit shall be treated for all purposes hereof (except the payment of royalties on such production) as if such drilling or reworking operations were on or such production was from the land described in



this lease, whether or not the operations or well be located on the land covered by this lease. For the purpose of computing royalties and other payments out of production from any pooled unit, there shall be allocated to the land covered by this lease and included in such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a prorata portion of the production from the pooled unit, such allocation to be on an acreage basis. Thus, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that prorata portion of the production from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production so allocated to the land covered by this lease and included in the unit just as though such production were from such land. NOTWITHSTANDING THE ABOVE, it is understood and agreed that at least 50% of the acreage comprising any pooled unit created by Lessee shall consist of acreage covered by this lease (or all of the acreage covered by this lease if the acreage covered by this lease is less than 50% of the acreage in such pooled unit).

(b) If this lease now or hereafter covers separate tracts, no pooling, unitization or communitization of mineral or royalty interests as between any such separate tracts is intended or shall be implied or result from the inclusion of such separate tracts within this lease, and the rule of non-apportionment shall be applicable to this lease and to all lands covered by this lease. The inclusion of Lessor's interest in any separate tract within this lease shall not constitute an offer on the part of Lessor to any party who may now or hereafter have an ownership interest in the minerals or royalties in any such separate tract to pool, unitize or communitize any such interest with other interests covered by this lease. With respect to Lessor's interests in said lands, or in any separate tract, and any other party's interest in said lands, or in any separate tract, such interests shall remain separate ownerships with neither party having any rights, interests or ownership whatsoever in the rights, interests or ownership of the other. Any attempt by an owner of any mineral or royalty interest under a separate tract, now or hereafter, to ratify, adopt or confirm this lease, or any provision herein contained, by any means and thereby effect a pooling, unitization or communitization of any separate tract covered by this lease with any other interests shall by such action specifically ratify, adopt and confirm the entire contents of this subparagraph (b), and such attempt to effect a pooling, unitization or communitization shall be ineffective, null and void for all purposes. As used in this subparagraph (b), the words "separate tract" means any tract with mineral or royalty ownership differing, now or hereafter, either as



to parties or amounts, from that as to any other part of the lands covered by this lease.

(c) In the event only part or parts of the land covered by this lease instrument is pooled with other land or lands so as to form a pooled unit or units, then operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, such rental payments may be reduced in proportion to the number of acres covered hereby and included in such unit or units.

(d) Horizontal Drainhole Wells. If the well is classified as a horizontal drainhole well by the Railroad Commission, the production unit shall be limited to the following maximum amount of acreage depending on the length of the lateral horizontal drainhole displacement within the productive formation:

| <u>Horizontal Drainhole<br/>Horizontal Gas Well</u> | <u>Displacement</u> | <u>Horizontal Oil Well</u> |
|---|---------------------|----------------------------|
| <b>100'- 1,500'</b>                                 | <b>80 acres</b>     | <b>160 acres</b>           |
| <b>1,501'- 3,000'</b>                               | <b>320 acres</b>    | <b>320 acres</b>           |
| <b>3,001' – and longer</b>                          | <b>640 acres</b>    | <b>640 acres</b>           |

(e) Railroad Commission Special Field Rules. Notwithstanding the maximum size limitations set forth above, in the event the Railroad Commission has adopted special field rules applicable to the field in which such well is completed, which rules require, a larger amount of acreage to obtain a regular drilling permit without exception to the density rule that the amounts set forth above, the production unit for such well may contain such larger amount of acreage.

(e) If operations are not conducted on the leased premises on or before the first anniversary date hereof, this lease shall terminate as to both parties unless Lessee on or before said date shall, subject to the further provisions hereof, pay or tender to Lessor or to the depository bank hereinafter provided a sum equal to \$25.00 times the number of net mineral acres then covered thereby, which sum shall operate as delay rental and cover the privilege of deferring operations for one (1) year from said date. In like manner and upon like payments or tenders, operations may be further deferred for periods of one (1) year each during the primary term. The payment or tender of delay rentals and shut-in



gas well royalties provided for herein may be deposited to the credit of Lessor in JPMorgan Chase Bank, Main Street Branch, Houston, Texas (which bank and its successors are Lessor's agent and shall continue as the depository for all rental and shut-in gas well royalty payments hereunder regardless of changes in the ownership of the leased premises or the rentals or shut-in gas well royalties). It is agreed that if such bank (or any successor bank) shall fail or liquidate or be succeeded by another bank, or for any reason fail or refuse to accept such rental or shut-in gas well royalty payments, Lessee shall promptly notify Lessor, but Lessee shall not be held in default for failure to make such payment or tender of rental or shut-in gas well royalty payments until thirty (30) days after the parties entitled thereto shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments.

(f) If prior to discovery and production of oil or gas on the leased premises or land pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil or gas the production thereof should cease from any cause (within or after the primary term), this lease shall not terminate if Lessee commences drilling or reworking operations within sixty (60) days thereafter or, if it be within the primary term, commences or resumes the payment or tender of rentals or commences drilling or reworking operations on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of said dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced from the leased premises but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the expiration of the primary term, then this lease shall remain in force so long as such operations on such well or drilling or reworking operations on any additional well are prosecuted in good faith and in a workmanlike manner with no cessation of more than sixty (60) consecutive days, and if such operations result in production of oil or gas, so long thereafter as oil or gas is produced in paying quantities from the leased premises, subject to the other provisions hereof.

(g) In the event this lease is still in force after its primary term, it is agreed that at the time when more than one hundred eighty (180) days shall have elapsed after the primary term during which Lessee is not engaged in operations for the drilling of a well for oil and gas on land covered by this lease or lands pooled therewith, this lease shall terminate as to all land then covered hereby SAVE and EXCEPT a tract of land allocated to each oil



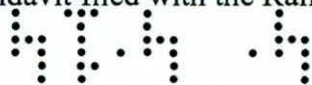
and gas well (including any shut-in gas well capable of producing gas in paying quantities) as follows:

(h) As to each oil well and each gas well on the leased premises not included in a pooled unit, such tract shall constitute the proration unit established for such well under the rules and regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction; and

(i) As to each oil well and each gas well included in a pooled unit created under the foregoing provisions of this lease which includes acreage covered hereby, such tract shall consist of the acreage covered by this lease which is included in such pooled unit.

(j) In addition, this lease shall terminate at the same time as to all depths below 100 feet beneath the stratigraphic equivalent of the deepest producing formation reached in any well situated on the leased premises or lands pooled therewith. UPON THE TERMINATION OF THIS LEASE EXCEPT AS TO EACH OIL WELL AND EACH GAS WELL AND THE TRACT ALLOCATED TO EACH SUCH WELL, EACH SEPARATE TRACT ALLOCATED TO AN OIL WELL OR A GAS WELL SHALL BE TREATED AS IF COVERED BY A SEPARATE LEASE CONTAINING ALL OF THE TERMS AND PROVISIONS HEREOF. Lessee agrees to furnish Lessor a recorded release of all lands and depths as to which this lease terminates as specified above within thirty (30) days after the expiration of the 180-day period referred to above. Lessee further agrees to furnish Lessor a recorded release of each of the tracts allocated to an oil well or a gas well at such time as there shall have been no drilling or reworking operations on or production of oil or gas from the well holding such tract for a period of sixty (60) consecutive days and no payments made with respect to such tract pursuant to subparagraph 3(e) above. It is understood and agreed, however, that Lessee shall have such of the easements herein granted over the land released as may be necessary for operations on the tracts retained hereunder.

(k) For purposes of this lease, operations for the drilling of a well shall be deemed to have been "commenced" on the date the drill bit enters the earth for the drilling of a validly permitted well. A well shall be deemed hereunder to be "completed" on the date that is (i) ten (10) days after the well reaches total depth in the event no attempt is made to complete the well as a producer of oil or gas by the running of production casing (a "dry hole") or (ii) thirty (30) days after the date production casing is cemented in the well (as reflected by the cementing affidavit filed with the Railroad

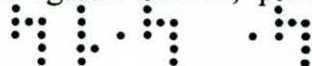


Commission of Texas or other governmental authority) in the event an attempt is made to complete the well as a producer of oil or gas.

(l) In the event (i) a well producing oil or gas should be brought in on land adjacent to the leased premises and (ii) such well is within 660 feet from or draining the leased premises, then Lessee agrees to commence the drilling of an offset well within one hundred twenty (120) days or release that portion of the leased premises which is being drained by such offset well. If oil or gas is discovered on the land covered by this lease or land pooled therewith, Lessee agrees to further develop said lands covered by this lease as a reasonably prudent operator would under the same or similar circumstances.

(m) The rights of either party hereto may be assigned in whole or in part (except that oil rights shall never be severed from gas rights). The provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. It is provided, however, that Lessee may not assign this lease, or any portion thereof, without the prior written consent by Lessor, which consent shall not be unreasonably withheld. No change or division in the ownership of land, rentals or royalties shall be binding upon Lessee for any purpose until Lessee shall have been furnished with the instrument or instruments, or certified copies thereof, evidencing such change or division. In the event of a permitted assignment of this lease as to a segregated portion of said lands, it is agreed that the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area owned by each, a default in the payment of rentals by one owner shall not affect the rights of other leasehold owners hereunder, and liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or a portion thereof, who commits such breach.

(n) When any of the operations contemplated by this lease are delayed or interrupted by operation of force majeure, the time of such delay or interruption shall not be counted against Lessee. The term "force majeure", as used herein, shall mean storms, floods, washouts, landslides, lightning or other acts of God. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule or regulation enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations, then the period of such cessation shall not be counted against Lessee; provided,



however, that in no event will the primary term be extended unless Lessee has begun drilling operations prior to the date of the expiration of the primary term. Before the provisions of this paragraph may be relied upon, Lessee must furnish written notice to Lessor within a reasonable time after the first day the provisions hereof are relied upon, said notice to specify the preventing event and the beginning date thereof. Further, within thirty (30) days after the preventing event ceases, Lessee shall notify Lessor thereof.

(o) This lease is executed without warranty by Lessor, either expressed or implied. If Lessor owns an interest in said lands less than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to Lessor in the proportion which Lessor's interest bears to the entire and undivided fee simple estate. Lessee, at its option and after giving thirty (30) days written notice to Lessor, may discharge any tax lien upon the interest of Lessor; and in the event Lessee does so, Lessee shall have the right to apply royalties accruing hereunder toward the reimbursement of such payment.

(p) Should Lessee have title to said lands, or any portion thereof, examined and have one or more title opinions rendered, Lessee shall furnish to Lessor a copy of each such title opinion and any supplementals thereto. A copy of each such opinion rendered shall be mailed to Lessor at the above address within thirty (30) days after the date thereof, but Lessee shall not be liable in any way for the contents of any such opinion.

(q) It is expressly understood and agreed that this lease covers oil and gas only, along with the products and by-products thereof and sulphur produced necessarily with and incidental to the production of oil and gas. This lease does not cover any other minerals of any type, including uranium, thorium and other fissionable materials, iron ore, copper, coal, lignite, or other minerals of any type.

(r) If Lessor files a legal action to enforce any express or implied obligation of this lease and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor for all costs of such legal proceeding, including reasonable attorney's fees.

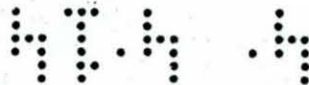
(s) Lessee agrees to give Lessor notice of the commencement of any drilling or reworking operations on said lands or lands pooled therewith, the approximate date of such operations, the approximate location of the same, and the objective depths of any proposed well. Upon request, Lessee shall furnish



Lessor information concerning the drilling, deepening, plugging back, coring, testing and completing or recompleting of any and all wells (including seismic data and interpretations thereof), all information concerning driller's logs, well logs, surveys, production charts and records, and all information concerning the production and marketing of oil and gas from said lands or lands pooled therewith, along with copies of all forms filed with the Railroad Commission of Texas or any other governmental authority having jurisdiction.

(t) Lessee shall indemnify, defend and hold Lessor harmless from and against all claims, liabilities, judgments, losses and causes of action for injury or death of any person and for damage to or destruction of any property (real, personal or otherwise) resulting directly or indirectly from any and all acts, omissions or courses of conduct by Lessee, its employees, agents, contractors, subcontractors, suppliers and invitees, or arising out of or in any way incidental to the exercise of the rights herein granted. Lessee further expressly agrees to indemnify, defend and hold Lessor harmless from all claims, damages and causes of action asserted by the owner or tenant of the surface estate of the leased premises which result from Lessee's exercise of the rights herein granted.

(u) Lessee shall install and maintain all equipment and conduct all operations in an environmentally sound manner, in accordance with all applicable regulations of governmental authorities having jurisdiction. Lessee shall not use, store or dispose of any hazardous materials on the leased premises, except to the extent such substances are contemporaneously required for actual oil or gas operations thereon, and any such substances shall be used, stored and disposed in a safe manner and in compliance with all applicable governmental regulations. Lessee shall insure that all contractors comply with the terms of this paragraph. In the event Lessee is notified of any environmentally harmful or dangerous conditions on the leased premises resulting from Lessee's operations, Lessee shall promptly take all actions required to clean-up and correct such dangerous or harmful conditions, in accordance with applicable laws, regulations and sound engineering practices. Lessor shall have no responsibility to inspect or oversee Lessee's operations or to identify or correct any potentially harmful, dangerous or damaging conditions, and Lessor shall have no right to control any details of Lessee's operations, or designate or control Lessee's contractors. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all liability arising out of Lessee's use of the leased premises which causes or may cause contamination of the ground water or soil



within the leased premises or surrounding area adjacent thereto and for any and all liability incurred by Lessor because of Lessee's use of the leased premises and arising out of or incurred pursuant to any state, federal or municipal laws, rules and regulations. Lessee further agrees to give written notice to Lessor of any environmental complaint, charge, or allegation of which Lessee has knowledge involving the leased premises.

(v) Lessee shall have the right, at any time during or within sixty (60) days after the termination of this lease as to any portion of the leased premises (but not thereafter) to remove all property and fixtures placed by Lessee on such portion of the leased premises. All such property and fixtures not so removed within said time shall become the property of Lessor.

IN WITNESS THEREOF, this lease is executed as of the date first above written.

Lessor:

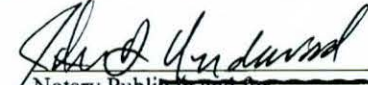
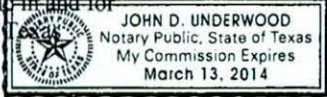
The Gwinn McMahan Lewis Investment Trust, Tara Lewis and Calvin Lewis, as Co-Trustees.

  
Tara Lewis, Co-Trustee

  
Calvin Lewis, Co-Trustee


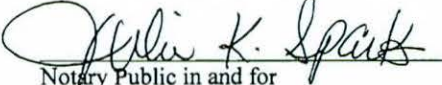
THE STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on this the 27<sup>th</sup> day of July, 2010, by Tara Lewis, Co-Trustee of The Gwinn McMahan Lewis Investment Trust.

  
Notary Public in and for  
The State of  JOHN D. UNDERWOOD  
Notary Public, State of Texas  
My Commission Expires  
March 13, 2014

THE STATE OF TEXAS  
COUNTY OF Harris

This instrument was acknowledged before me on this the 3rd day of August, 2010, by Calvin Lewis, Co-Trustee of The Gwinn McMahan Lewis Investment Trust.

 JULIE K. SPARKS  
Notary Public, State of Texas  
My Commission Expires:  
02/25/2014  
  
Notary Public in and for  
The State of Texas



MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §
COUNTY OF MADISON §

KNOW ALL MEN BY THESE PRESENTS:

That, Tara Lewis and Calvin Lewis, Co-Trustee's, of The Gwinn McMahan Lewis Investment Trust, whose address is 3824 Cedar Springs Rd. Ste 101-331, Dallas, TX 75219 (herein referred to as "Lessor" and CHESAPEAKE EXPLORATION L.L.C., whose address is P. O. Box 18496, Oklahoma City, Oklahoma, 73154 (herein referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil and Gas Lease Dated July 21, 2010 under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject and all of the other terms and provisions thereof), for the sole and only purpose of investigation, exploring, prospecting, drilling and operating for, developing and producing oil and gas (for the purpose thereof, references to "oil and gas" includes oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances, carbon dioxide, helium, sulphur and other minerals as produced in association with, incidental to and as a part of the production of oil or gas), laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, the land situated in Madison County, Texas being more fully described below:

DESCRIPTION: (herein after referred to as the "Leased Premises"). For the purpose of the Lease, the Leased Premises is estimated to contain 1,290.77 acres or land, more or less.

1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

Subject to the other terms and provisions thereof, the Lease provides for a primary term of three (3) years and as long thereafter as oil and/or gas, together with any "Associated Minerals" (as defined therein), is produced from the Leased Premises in paying quantities or so long as the Lease may be continued in force and effect under the other terms and provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the same herein by reference as fully as if it were copied at length herein.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of the Memorandum of Oil and Gas Lease.

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

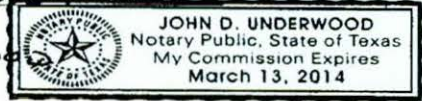
[Signature]
Tara Lewis, Co-Trustee

[Signature]
Calvin Lewis, Co-Trustee

ACKNOWLEDGEMENT

State of Texas
County of: DALLAS
This instrument was acknowledged before me on the 27th day of July, 2010 by Tara Lewis, Co-Trustee

Notary Public, State of TEXAS
Notary's printed name: JOHN D. UNDERWOOD
My Commission Expires: 13 March 2014



ACKNOWLEDGEMENT

State of Texas
County of: Harris
This instrument was acknowledged before me on the 3rd day of August, 2010 by Calvin Lewis, Co-Trustee

Notary Public, State of TEXAS
Notary's printed name: JULIE K. SPARKS
My Commission Expires: 02-25-2014



Doc BK Vol Pg  
65407 OR 1042 252

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 65407

Amount: 16.00

Receipt Number: 6575

Vol: 1042 Page: 251

Recorded: Sep 24, 2010 at 12:42P

By:  
Anna Eubank, Deputy

Jana Cathers

474 4

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

## AMENDMENT TO OIL, GAS AND MINERAL LEASE

WHEREAS, on July 21<sup>st</sup>, 2010, Tara Lewis and Calvin Lewis as Co-Trustees, of THE GWINN MCMAHAN LEWIS INVESTMENT TRUST, ("Lessor") granted to CHESAPEAKE EXPLORATION, L.L.C., ("Lessee") that certain Paid Up Oil and Gas Lease, of which a Memorandum of Oil and Gas Lease dated July 21<sup>st</sup>, 2010 is recorded at Volume 1042, Page 251, of the Official Records of Madison County, Texas (the "Lease"), which covers the following described land (the "Land"):

1,290.77 acres, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

WHEREAS, it is the desire of Lessor and Lessee to extend the primary term provided for in the Lease.

NOW, THEREFORE, for adequate consideration, Lessor and Lessee agree that the Lease is amended so that the primary term thereof, which was originally 3 years, shall now be 5 years from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional 2 years. Lessor leases and lets to Lessee, its successors and assigns, the Land for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this instrument (the "Lease Amendment").

Lessor warrants that Lessor has with full right and authority to execute this Lease Amendment to extend the primary term of the Lease.

The Lease Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated herein, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for the Lease Amendment is the full consideration for the extension of the primary term of the Lease.

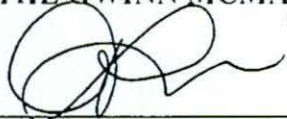
The Lease Amendment may be executed in counterparts, each of which shall be binding upon the party so signing, and its respective successors and assigns. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hereof and recorded as one instrument.



This Lease Amendment is executed by the undersigned as of July 3<sup>rd</sup>, 2013, but it is effective for all purposes as of July 21<sup>st</sup>, 2010.

**LESSOR:**

**THE GWINN MCMAHAN LEWIS INVESTMENT TRUST**



\_\_\_\_\_  
TARA LEWIS, Co-Trustee



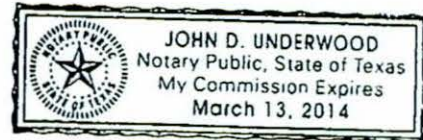
\_\_\_\_\_  
CALVIN LEWIS, Co-Trustee

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
COUNTY OF Dallas §

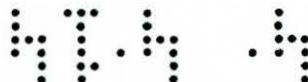
This instrument was acknowledged before me on this 15<sup>th</sup> day of July, 2013,  
by Tara Lewis and Calvin Lewis.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 13 Mar 2014



After recording, return to:

Anthony Mikolajunas  
Energy and Exploration Partners  
100 Throckmorton, Suite 1700  
Fort Worth, TX 76102



Doc Bk Vol Ps  
82797 OR 1279 131

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Public Records of Madison  
County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 82797

Amount: 25.00

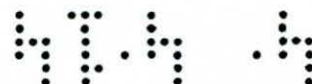
Receipt Number: 13552

Vol: 1279 Page: 129

Recorded: Sep 05, 2013 at 04:07P

By:  
Julia Arizpe, Deputy

R+O ENERGY  
636 E. KINGS HWY  
SHREVEPORT, LA 71105



7.

File No. MF 116505  
Adjacent Lease schedule

Date Filed: 4/4/14  
Jerry E. Patterson, Commissioner

By SSP



## PAID UP OIL AND GAS LEASE

**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 OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THIS LEASE AGREEMENT is made as of the 14th day of July, 2010, between:

**The Betty T. Johnston Marital Trust, Paul M. Hardwick, Grant Mathew and Betty T. Johnston, Trustees, whose address is 245 Commerce Green Boulevard, No. 280, Sugarland, Texas 77478-3674, as Lessor,**

and **CHESAPEAKE EXPLORATION LLC, P.O. Box 18496, Oklahoma City, Oklahoma 73154**, 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: (use Exhibit "A" for long description):

**1290.77** acres of land, more or less, out of the **Eli Fenn Survey, A-96**, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

### SEE EXHIBIT A ATTACHED FOR ADDITIONAL LEASE PROVISIONS

In the county of **Madison**, State of **Texas**, containing **1290.77** 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 **3** years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth 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 producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee, provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in the above listed location 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. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

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



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

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

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

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

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

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

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

14. 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. In the event the leased lands are encumbered by a mortgage, then prior to the payment of any royalties due hereunder, Lessor agrees to obtain a subordination of mortgage, at Lessor's expense, in a form acceptable to Lessee.

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:  
The Betty T. Johnston Marital Trust

*Paul Hardwick*  
By: Paul Hardwick, Co-Trustee

*Betty T. Johnston*  
By: Betty T. Johnston, Co-Trustee

*Matthew Grant*  
By: Matthew Grant, Co-Trustee  
W. GRANT MATHEWS  
KPMG

ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF H. Bend

This instrument was acknowledged before me on the 30<sup>th</sup> day of July, 2009, by Paul Hardwick, Co-Trustee



*Julia A. Stigler*  
Notary Public, State of Texas  
Notary's name (printed): Julia A. Stigler  
Notary's commission expires: 9-23-12

ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF H. Bend

This instrument was acknowledged before me on the 30<sup>th</sup> day of July, 2009, by Betty T. Johnston, Co-Trustee



*Julia A. Stigler*  
Notary Public, State of Texas  
Notary's name (printed): Julia A. Stigler  
Notary's commission expires: 9-23-12

ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF H. Bend

This instrument was acknowledged before me on the 30<sup>th</sup> day of July, 2009, by ~~Matthew Grant~~, Co-Trustee  
W. GRANT MATHEWS



*Julia A. Stigler*  
Notary Public, State of Texas  
Notary's name (printed): Julia A. Stigler  
Notary's commission expires: 9-23-12

**EXHIBIT "A"**

Attached to and made a part of the certain Oil, Gas and Mineral Lease by and between **CHESAPEAKE EXPLORATION L.L.C.**, as Lessee and **The Betty T. Johnston Marital Trust, Paul M. Hardwick, Grant Mathew and Betty T. Johnston, Trustees**, as Lessor, dated July 14, 2010.


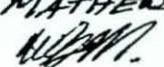
The provisions of the hereinafter paragraphs shall supersede and govern the provisions of the printed form text of this lease and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. Notwithstanding any other provisions herein contrary, Lessor hereby excepts and reserves from this Lease all coal and lignite and it is specifically understood and agreed that this lease covers only oil, gas, sulphur and associated liquid or liquefiable hydrocarbons.
16. Notwithstanding any other provisions herein to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled unit, or units, drilling operations on or production from or the payment of shut-in royalties on such pooled unit or units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled unit or units; provided that the shut-in royalties which may be paid with respect to any such pooled unit, or units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled unit, or units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled unit, or units, in any manner provided for in this lease, except that if it be delay rentals or shut-in royalty payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled unit, or units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled unit, or units, after the expiration of the primary term, this lease may be maintained only by the production of oil, gas or other minerals therefrom or by payment of shut-in royalties thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled unit, or units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations or additional operations at or after the expiration of the primary term.
17. It is understood and agreed that Lessee or its assigns shall reimburse Lessor for the reasonable value of any growing crops, trees, fences, roads or other improvements damaged or destroyed by Lessee's operations hereunder.
18. It is understood and agreed that wherever the fraction "one-eighth" (1/8th) appears herein, it is hereby changed to read "ONE-FIFTH" (1/5th).
19. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of delay rentals (if this lease so provides for delay rentals), Lessee shall have the exclusive right and option to renew and extend this lease as to the lands then covered thereby or any portion chosen by Lessee for an additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to the credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three Hundred dollars (\$300.00) per net mineral acre. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should the lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.
20. It is understood and agreed that upon expiration of the primary term, if this lease should be continued by reason of production, then in that event, all rights, covenants and conditions of this lease shall terminate as to all strata and land situated one hundred feet (100') below the base of the deepest depth drilled.

**SIGNED FOR IDENTIFICATION:  
The Betty T. Johnston Marital Trust**

  
By: Paul Hardwick, Co-Trustee

  
By: Betty T. Johnston, Co-Trustee

  
By: Matthew Grant, Co-Trustee  
**M. GRANT MATHEWS**  


4 1 4 4

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65410 OR 1042 264

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 65410

Amount: 24.00

Receipt Number: 6575

Vol: 1042 Page: 261

Recorded: Sep 24, 2010 at 12:42P

By,  
Anna Eubank, Deputy

*Jana Cathers*

414



**EXHIBIT A**

Oil and Gas Lease dated July 14, 2010, from The Betty T. Johnston Marital Trust, Paul M. Hardwick, Grant Mathew and Betty T. Johnston, Trustees, as lessor, and recorded in full form or as a Memorandum in Volume 1042, Page 261, Real Property Records of Madison County, Texas.

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 84191

Amount: 25.00

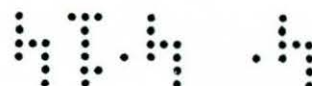
Receipt Number: 14167

Vol: 1298 Page: 311

Recorded: Dec 03, 2013 at 10:40A

By:  
Julia Arizpe, Deputy

After Recording Return To:  
Energy & Exploration Partners, LLC  
P.O. Box 471428  
Fort Worth, Texas 76147



26

# PAID UP OIL AND GAS LEASE

DO NOT RECORD

**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 OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THIS LEASE AGREEMENT is made as of the 21st day of July, 2010, between:

**Grayfore Partners, LP, whose address is P.O. Box 98670, Lubbock, TX 79499-8670, as Lessor,**

and **CHESAPEAKE EXPLORATION LLC, P.O. Box 18496, Oklahoma City, Oklahoma 73154**, 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: (use Exhibit 'A' for long description):

**1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.**

## SEE EXHIBIT A ATTACHED FOR ADDITIONAL LEASE PROVISIONS

in the county of **Madison**, State of **Texas**, containing **1290.77** 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 **3** years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

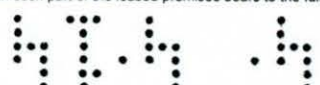
3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth 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 producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in the above listed location 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. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

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

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



TX 2170117-001

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

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

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

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

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

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

14. 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. In the event the leased lands are encumbered by a mortgage, then prior to the payment of any royalties due hereunder, Lessor agrees to obtain a subordination of mortgage, at Lessor's expense, in a form acceptable to Lessee.

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)

Grayfore Partners, LP

*Samuel Gray-mgs*  
By: Grayfore Investments, LLC,  
Managing Partner

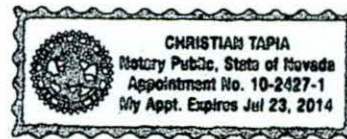
ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Clark

This instrument was acknowledged before me on the 27 day of July, 2010, by Christian Tapia in the capacity herein stated.

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



**EXHIBIT "A"**

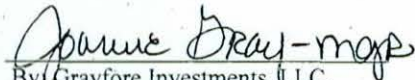
Attached to and made a part of the certain Oil, Gas and Mineral Lease by and between **CHESAPEAKE EXPLORATION L.L.C.**, as Lessee and **GRAYFORE PARTNERS, LP**, as Lessor, dated July 21, 2010.

The provisions of the hereinafter paragraphs shall supersede and govern the provisions of the printed form text of this lease and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. Notwithstanding any other provisions herein contrary, Lessor hereby excepts and reserves from this Lease all coal and lignite and it is specifically understood and agreed that this lease covers only oil, gas, sulphur and associated liquid or liquefiable hydrocarbons.
16. Notwithstanding any other provisions herein to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled unit, or units, drilling operations on or production from or the payment of shut-in royalties on such pooled unit or units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled unit or units; provided that the shut-in royalties which may be paid with respect to any such pooled unit, or units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled unit, or units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled unit, or units, in any manner provided for in this lease, except that if it be delay rentals or shut-in royalty payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled unit, or units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled unit, or units, after the expiration of the primary term, this lease may be maintained only by the production of oil, gas or other minerals therefrom or by payment of shut-in royalties thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled unit, or units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations or additional operations at or after the expiration of the primary term.
17. It is understood and agreed that wherever the fraction "one-eighth" (1/8th) appears herein, it is hereby changed to read "ONE-FOURTH" (1/4th).
18. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of delay rentals (if this lease so provides for delay rentals), Lessee shall have the exclusive right and option to renew and extend this lease as to the lands then covered thereby or any portion chosen by Lessee for an additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to the credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three Hundred Seventy-Five dollars (\$375.00) per net mineral acre. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should the lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

**SIGNED FOR IDENTIFICATION**

GRAYFORE PARTNERS, LP



By Grayfore Investments, LLC,  
General Partner



MEMORANDUM OF OIL AND GAS LEASE

Doc 65406 Bk OR Vol 1042 Pg 249

STATE OF TEXAS }
COUNTY OF MADISON }

KNOW ALL MEN BY THESE PRESENTS:

That Grayfore Partners, LP, whose address is P.O. Box 98670, Lubbock, TX 79499-8670, (herein referred to as "Lessor" and CHESAPEAKE EXPLORATION L.L.C., whose address is P. O. Box 18496, Oklahoma City, Oklahoma, 73154 (herein referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil and Gas Lease dated July 21, 2010, under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject and all of the other terms and provisions thereof), for the sole and only purpose of investigation, exploring, prospecting, drilling and operating for, developing and producing oil and gas (for the purpose thereof, references to "oil and gas" includes oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances, carbon dioxide, helium, sulphur and other minerals as produced in association with, incidental to and as a part of the production of oil or gas), laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, the land situated in Shelby County, Texas being more fully described below:

DESCRIPTION: (herein after referred to as the "Leased Premises"). For the purpose of the Lease, the Leased Premises is estimated to contain 1290.77 acres of land, more or less.

1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.

Subject to the other terms and provisions thereof, the Lease provides for a primary term of 3 years and as long thereafter as oil and/or gas, together with any "Associated Minerals" (as defined therein), is produced from the Leased Premises in paying quantities or so long as the Lease may be continued in force and effect under the other terms and provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the same herein by reference as fully as if it were copied at length herein.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of the Memorandum of Oil and Gas Lease.

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

GRAYFORE PARTNERS, LP

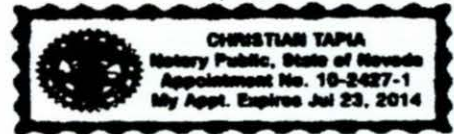
Signature of Joanne Gray-mgr
By Grayfore Investments, LLC,
General Partner

Acknowledgement

State of Nevada
County of Clark

This instrument was acknowledged before me on the 27th day of July, 2010 by [Signature] in the capacity herein stated.

Signature of Christian Tapia
NOTARY PUBLIC, STATE OF Nevada
Notary's printed name: Christian Tapia
My Commission Expires: July 23, 2014



RECORDING INFORMATION

STATE OF TEXAS
County of \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, of the \_\_\_\_\_ records of this office.

By
Clerk (or Deputy)



STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 65406

Amount: 16.00

Receipt Number: 6575

Vol: 1042 Page: 249

Recorded: Sep 24, 2010 at 12:42P

By,  
Anna Eubank, Deputy

Jana Cathers

Chesapeake Energy  
6100 North Western Ave.  
Oklahoma City, OK  
73109

414 4

**NOTICE OF EXERCISE OF OPTIONS TO EXTEND OIL, GAS AND MINERAL LEASES**

STATE OF TEXAS §

**KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF MADISON §

**Energy & Exploration Partners, LLC**, whose mailing address is P.O. Box 471428, Fort Worth, Texas 76147-1376 (Lessee) is the present owner of the Oil and Gas Lease on Exhibit "A" attached hereto, recorded in the records of Madison County, Texas, (hereinafter the "Lease").

SEE EXHIBIT "A" ATTACHED HERETO

**WHEREAS**, the Lease grants Lessee the exclusive option to extend the primary term of the Lease by tendering a payment to Lessor.

**WHEREAS**, Lessee wishes to notify all parties that it has exercised the option to extend the Lease.

**NOW, THEREFORE**, Lessee hereby places third parties on notice that it has exercised the option to extend the primary term of said Lease by tendering the required payment to the Lessor in accordance with the terms, conditions and provisions of the Lease.

Accordingly, the primary term of the Lease has been extended for a two (2) year period and the Lease will now expire two (2) years after the original primary term, unless the Lease is thereafter maintained by operations, production or otherwise as provided in said Lease.

**IN WITNESS WHEREOF**, the undersigned owner and Lessee has signed this instrument this 19th day of November, 2013.

**Energy & Exploration Partners, LLC,  
a Delaware limited liability company**

By: David L. Patty, Jr.

David L. Patty, Jr.  
Executive VP - Land & Business Development

**ACKNOWLEDGMENTS**

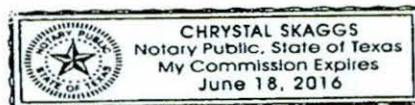
STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 19th day of November, 2013, by David L. Patty, Jr., Executive Vice President – Land and Business Development of Energy & Exploration Partners, LLC, on behalf of said limited liability company.

Chrystal Skaggs

Notary Public in and for the State of Texas  
My commission expires: 6/18/2016



**EXHIBIT A**

Oil and Gas Lease dated July 21, 2010, from Grayfore Partners, LP, as lessor, and recorded in full form or as a Memorandum in Volume 1042, Page 249, Real Property Records of Madison County, Texas.

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 84199

Amount: 25.00

Receipt Number: 14167

Vol: 1298 Page: 327

Recorded: Dec 03, 2013 at 10:40A

By:  
Julia Arizpe, Deputy

After Recording Return To:  
Energy & Exploration Partners, LLC  
P.O. Box 471428  
Fort Worth, Texas 76147



(27)

# PAID UP OIL AND GAS LEASE

## 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 OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS LEASE AGREEMENT is made as of the 11th day of August, 2010, between: **William Rogers, who's address is 6347 Chesley Ln, Dallas, TX 75214 as Lessor,**

and **CHESAPEAKE EXPLORATION LLC, P.O. Box 18496, Oklahoma City, Oklahoma 73154**, 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: (use Exhibit "A" for long description):

**1,290.77 acres of land, more or less, out of the Eli Fenn Survey, A-96, Madison County, Texas, being more fully described in that Certain Warranty Deed dated October 2, 1945 from W.C. McMahan to Ralph A. Johnston, recorded in Volume 76, Page 63 of the Deed Records of Madison County, Texas.**

### SEE EXHIBIT A ATTACHED FOR ADDITIONAL LEASE PROVISIONS

In the county of **Madison**, State of **Texas**, containing **1,290.77** 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 **3** years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth 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 producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in the above listed location 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. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 8 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

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



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

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

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

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

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

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

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

14. 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. In the event the leased lands are encumbered by a mortgage, then prior to the payment of any royalties due hereunder, Lessor agrees to obtain a subordination of mortgage, at Lessor's expense, in a form acceptable to Lessee.

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.

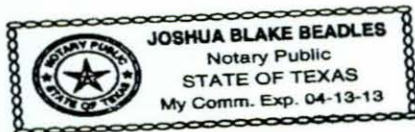
LESSORS:

*William S Rogers*  
William Rogers

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on the 11th day of September, 2010, by William Rogers



*J B B*  
Notary Public, State of Texas  
Notary's name (printed): J Blake Beadles  
Notary's commission expires: 4-13-13



**EXHIBIT "A"**

Attached to and made a part of the certain Oil, Gas and Mineral Lease by and between **CHESAPEAKE EXPLORATION L.L.C.**, as Lessee and **William Rogers**, as Lessor, dated August 11, 2010.

The provisions of the hereinafter paragraphs shall supersede and govern the provisions of the printed form text of this lease and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

15. Notwithstanding any other provisions herein contrary, Lessor hereby excepts and reserves from this Lease all coal and lignite and it is specifically understood and agreed that this lease covers only oil, gas, sulphur and associated liquid or liquefiable hydrocarbons.
16. Notwithstanding any other provisions herein to the contrary, if a part of the leased premises is included within the lateral boundaries of a pooled unit, or units, drilling operations on or production from or the payment of shut-in royalties on such pooled unit or units, shall maintain this lease only as to that portion of the leased premises within the lateral boundaries of such pooled unit or units; provided that the shut-in royalties which may be paid with respect to any such pooled unit, or units, shall be reduced in the proportion that the total number of acres from the leased premises which are not included in such pooled unit, or units, bears to the total number of acres covered by this lease. During the primary term, this lease may be maintained in force as to land not included within the lateral boundaries of such pooled unit, or units, in any manner provided for in this lease, except that if it be delay rentals or shut-in royalty payments, such payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in such pooled unit, or units, bears to the total number of acres covered by this lease. As to that portion of the leased premises not included in such pooled unit, or units, after the expiration of the primary term, this lease may be maintained only by the production of oil, gas or other minerals therefrom or by payment of shut-in royalties thereon (which payments shall be reduced in the proportion that the total number of acres from the leased premises which are included in a pooled unit, or units, bears to the total number of acres covered by this lease) or by operations or other provisions in this lease which pertain to re-working operations or additional operations at or after the expiration of the primary term.
17. It is understood and agreed that Lessee or its assigns shall reimburse Lessor for the reasonable value of any growing crops, trees, fences, roads or other improvements damaged or destroyed by Lessee's operations hereunder.
18. It is understood and agreed that wherever the fraction "one-eighth" (1/8th) appears herein, it is hereby changed to read "ONE-FIFTH" (1/5th).
19. Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of delay rentals (if this lease so provides for delay rentals), Lessee shall have the exclusive right and option to renew and extend this lease as to the lands then covered thereby or any portion chosen by Lessee for an additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to the credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to Three Hundred dollars (\$300.00) per net mineral acre. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should the lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.
20. 1. Horizontal Drainhole Wells: If the well is classified as a horizontal drainhole well by the Railroad Commission, the production unit shall be limited to the following maximum amount of acreage depending on the length of the lateral horizontal drainhole displacement within the productive formation:

| Horizontal Drainhole Displacement | Horizontal Oil Well | Horizontal Gas Well |
|-----------------------------------|---------------------|---------------------|
| 100' - 1,500'                     | 80 acres            | 160 acres           |
| 1,501' - 3'000'                   | 320 acres           | 320 acres           |
| 3,001' - and longer               | 640 acres           | 640 acres           |

2. Railroad Commission Special Field Rules: Notwithstanding the maximum size limitations set forth above, in the event the Railroad Commission has adopted special field rules applicable to the field in which such well is completed, which rules require, a larger amount of acreage to obtain a regular drilling permit without exception to the density rule that the amounts set forth above, the production unit for such well may contain such larger amount of acreage.

**SIGNED FOR IDENTIFICATION:**

  
 William Rogers



Doc 8k Vol Pa  
65771 OR 1047 107

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument  
was FILED on the date and at the time  
stamped hereon by me and was duly  
RECORDED in the Volume and Page of the  
Official Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 65771

Amount: 24.00

Receipt Number: 6704

Vol: 1047 Page: 104

Recorded: Oct 15, 2010 at 03:54P

By,  
Anna Eubank, Deputy

**MAIL Originals to:**

203 W Austin St.  
Center, TX 75935-3845  
(936) 591-9033



**NOTICE OF EXERCISE OF OPTIONS TO EXTEND OIL, GAS AND MINERAL LEASES**

STATE OF TEXAS §  
COUNTY OF MADISON §

**KNOW ALL MEN BY THESE PRESENTS**

**Energy & Exploration Partners, LLC**, whose mailing address is P.O. Box 471428, Fort Worth, Texas 76147-1376 (Lessee”) is the present owner of the Oil and Gas Lease on Exhibit “A” attached hereto, recorded in the records of Madison County, Texas, (hereinafter the “Lease”).

SEE EXHIBIT “A” ATTACHED HERETO

**WHEREAS**, the Lease grants Lessee the exclusive option to extend the primary term of the Lease by tendering a payment to Lessor.

**WHEREAS**, Lessee wishes to notify all parties that it has exercised the option to extend the Lease.

**NOW, THEREFORE**, Lessee hereby places third parties on notice that it has exercised the option to extend the primary term of said Lease by tendering the required payment to the Lessor in accordance with the terms, conditions and provisions of the Lease.

Accordingly, the primary term of the Lease has been extended for a two (2) year period and the Lease will now expire two (2) years after the original primary term, unless the Lease is thereafter maintained by operations, production or otherwise as provided in said Lease.

**IN WITNESS WHEREOF**, the undersigned owner and Lessee has signed this instrument this 19th day of November, 2013.

**Energy & Exploration Partners, LLC,  
a Delaware limited liability company**

By: David L. Patty, Jr.

David L. Patty, Jr.  
Executive VP - Land & Business Development

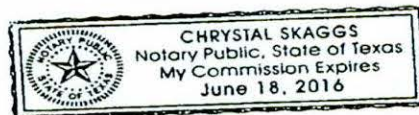
**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 19th day of November, 2013, by David L. Patty, Jr., Executive Vice President – Land and Business Development of Energy & Exploration Partners, LLC, on behalf of said limited liability company.

Chrystal Skaggs

Notary Public in and for the State of Texas  
My commission expires: 6/18/2016



**EXHIBIT A**

Oil and Gas Lease dated August 11, 2010, from William Rogers, as lessor, and recorded in full form or as a Memorandum in Volume 1047, Page 104, Real Property Records of Madison County, Texas.

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 84165

Amount: 25.00

Receipt Number: 14167

Vol: 1298 Page: 259

Recorded: Dec 03, 2013 at 10:40A

By:  
Julia Arizpe, Deputy

After Recording Return To:  
Energy & Exploration Partners, LLC  
P.O. Box 471428  
Fort Worth, Texas 76147



# The State of Texas



## Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. MF 115444  
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 **EOG Resources, Inc.**, whose address is **6101 S. Broadway, Suite 200, Tyler, TX 75703** hereinafter called "Lessee".

1. Lessor, in consideration of **Seventy Three Thousand Eight Hundred Twenty Six Dollars and 99/100s (\$ 73,826.99)**, 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 Counties of **Madison** and **Leon**, State of Texas, and is described as follows:

**64.2499 acres** of land, more or less, known as, situated in said **Madison** and **Leon** Counties, 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 **64.2499 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 **July 16, 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 \$ 1,200.00. 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

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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.

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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.



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(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.**

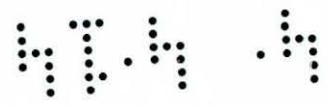
5. **Release:** Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution 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.



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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.

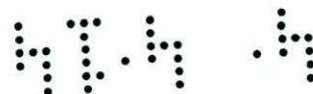
11. **Assignments:** This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded 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.

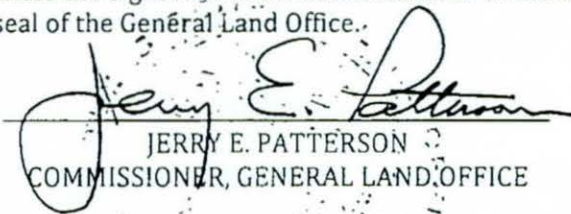
15. **Forfeiture:** If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset 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



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Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

  
JERRY E. PATTERSON  
COMMISSIONER, GENERAL LAND OFFICE




Approved:  
ML:   
DC:   
CC: 



EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE BY AND BETWEEN THE STATE OF TEXAS AS LESSOR AND EOG RESOURCES, INC. AS LESSEE, DATED July 16, 2013

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64.2499 acres, more or less, being a portion of the Old San Antonio Road and out of the Nicholas Copeland Survey, A-169, also called A-162, the Stephen Lester Survey, A-516, the R. Morris Survey, A-558, and the B. F. Whitaker Survey, A-31, Leon County, Texas; the Eli Fenn Survey, A-96, the Samuel Hews Survey, A-122, and the Isaac Votaw Survey, A-33, Madison County, Texas, consisting of both the original section of road, for which there are no Right-of-Way Deeds, and the expansion thereof as described in the following thirty one (31) tracts of land, to wit:

First Tract: Being a part of the N. Copeland Survey, A-169, also called A-162, Leon County, Texas, and being the same land described in a Right of Way Deed from Otto Schultz to The State of Texas, dated October 24, 1929, and recorded in Volume 76, Page 357 of the Deed Records of Leon County, Texas.

Second Tract: Being a part of the N. Copeland Survey, A-169, also called A-162, Leon County, Texas, and being the same land described in a Right of Way Deed from A. W. Lathrop to The State of Texas, dated October 24, 1929, and recorded in Volume 76, Page 340 of the Deed Records of Leon County, Texas.

Third Tract: Being a part of the N. Copeland Survey, A-169, also called A-162, Leon County, Texas, and being the same land described in a Right of Way Deed from W. D. Lacey to The State of Texas, dated February 20, 1930, and recorded in Volume 76, Page 342 of the Deed Records of Leon County, Texas.

Fourth Tract: Being a part of the Stephen Lester Survey, A-516, Leon County, Texas, and being the same land described in a Right of Way Deed from J. P. Burns to The State of Texas, dated October 24, 1929, and recorded in Volume 76, Page 322 of the Deed Records of Leon County, Texas.

Fifth Tract: Being a part of the Stephen Lester Survey, A-516, Leon County, Texas, and being the same land described in a Right of Way Deed from T. F. Donaho to The State of Texas, dated November 2, 1929, and recorded in Volume 76, Page 333 of the Deed Records of Leon County, Texas.

Sixth Tract: Being a part of the Robert Morris Survey, A-558, Leon County, Texas, and being the same land described in a Right of Way Deed from Jerome Burns to The State of Texas, dated November 5, 1929, and recorded in Volume 76, Page 324 of the Deed Records of Leon County, Texas.

Seventh Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Ernest Frankfurt to The State of Texas, dated April 2, 1930, and recorded in Volume 76, Page 335 of the Deed Records of Leon County, Texas.

Eighth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from W. O. McLain et ux to The State of Texas, dated October 24, 1929, and recorded in Volume 76, Page 344 of the Deed Records of Leon County, Texas.

Ninth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from J. R. Yeager to The State of Texas, dated February 8, 1930, and recorded in Volume 76, Page 367 of the Deed Records of Leon County, Texas.

Tenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Bill McMahon to The State of Texas, dated April 9, 1930, and recorded in Volume 76, Page 347 of the Deed Records of Leon County, Texas.

Eleventh Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Miss L. L. Palmer to The State of Texas, dated March 31, 1930, and recorded in Volume 76, Page 349 of the Deed Records of Leon County, Texas.

Twelfth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from J. H. Palmer to The State of Texas, dated October 22, 1929, and recorded in Volume 76, Page 348 of the Deed Records of Leon County, Texas.



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Thirteenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Horace Sheffield and J. R. Sheffield to The State of Texas, dated April 18, 1930, and recorded in Volume 76, Page 360 of the Deed Records of Leon County, Texas.

Fourteenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from T. A. Wolfe and wife, S. L. Wolfe to The State of Texas, dated March 26, 1930, and recorded in Volume 73, Page 385 of the Deed Records of Leon County, Texas.

Fifteenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from Dave Cole to The State of Texas, dated March 28, 1930, and recorded in Volume 76, Page 327 of the Deed Records of Leon County, Texas.

Sixteenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from J. L. Kyle to The State of Texas, dated April 19, 1930, and recorded in Volume 76, Page 339 of the Deed Records of Leon County, Texas.

Seventeenth Tract: Being a part of the B. F. Whitaker Survey, A-31, Leon County, Texas, and being the same land described in a Right of Way Deed from L. A. Hensarling to The State of Texas, dated April 16, 1930, and recorded in Volume 76, Page 337 of the Deed Records of Leon County, Texas.

Eighteenth Tract: Being a part of the Eli Fenn Survey, A-96, Madison County, Texas, and being the same land described in a Right of Way Deed from Allen Smith to The State of Texas, dated March 31, 1930, and recorded in Volume 40, Page 373 of the Deed Records of Madison County, Texas.

Nineteenth Tract: Being a part of the Eli Fenn Survey, A-96, Madison County, Texas, and being the same land described in a Right of Way Deed from Otto Schultz to The State of Texas, dated October 24, 1929, and recorded in Volume 40, Page 374 of the Deed Records of Madison County, Texas.

Twentieth Tract: Being a part of the Eli Fenn Survey, A-96, Madison County, Texas, and being the same land described in a Right of Way Deed from Gibbs Brothers & Company to The State of Texas, dated February 13, 1930, and recorded in Volume 40, Page 382 of the Deed Records of Madison County, Texas.

Twenty-First Tract: Being a part of the Eli Fenn Survey, A-96, Madison County, Texas, and being the same land described in a Right of Way Deed from J. M. Brownlee, Jr. to The State of Texas, dated March 26, 1930, and recorded in Volume 40, Page 349 of the Deed Records of Madison County, Texas.

Twenty-Second Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from Geo N. Bingham and wife, Thula J. to The State of Texas, dated October 29, 1929, and recorded in Volume 40, Page 345 of the Deed Records of Madison County, Texas.

Twenty-Third Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from C. W. Kimmey and wife, Kindo to The State of Texas, dated October 29, 1929, and recorded in Volume 40, Page 362 of the Deed Records of Madison County, Texas.

Twenty-Fourth Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from W. B. Langford and wife, Jessie Langford to The State of Texas, dated May 10, 1930, and recorded in Volume 40, Page 363 of the Deed Records of Madison County, Texas.

Twenty-Fifth Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from Lester Hamilton and wife, Ada Hamilton to The State of Texas, dated February 22, 1929, and recorded in Volume 40, Page 360 of the Deed Records of Madison County, Texas.

Twenty-Sixth Tract: Being a part of the Samuel Hews Survey, A-122, Madison County, Texas, and being the same land described in a Right of Way Deed from E. G. Palmer to The State of Texas, dated October 22, 1929, and recorded in Volume 40, Page 369 of the Deed Records of Madison County, Texas.



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Twenty-Seventh Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from Julius McIver and wife, Margaret McIver to The State of Texas, dated February 3, 1930, and recorded in Volume 40, Page 366 of the Deed Records of Madison County, Texas.

Twenty-Eight Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from J. D. White and wife, Maud to The State of Texas, dated October 29, 1929, and recorded in Volume 40, Page 380 of the Deed Records of Madison County, Texas.

Twenty-Ninth Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from Quirk Yeager and wife, M. J. Yeager to The State of Texas, dated April 11, 1930, and recorded in Volume 40, Page 378 of the Deed Records of Madison County, Texas.

Thirtieth Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from J. C. Gardner et al to The State of Texas, dated April 12, 1930, and recorded in Volume 40, Page 350 of the Deed Records of Madison County, Texas.

Thirty-First Tract: Being a part of the Isaac Votaw Survey, A-33, Madison County, Texas, and being the same land described in a Right of Way Deed from Rosey P. Rogers to The State of Texas, dated March 29, 1930, and recorded in Volume 40, Page 370 of the Deed Records of Madison County, Texas.

With the entire leased premises being more particularly described as follows, to-wit:

BEGINNING at a point where the east line of the Isaac Votaw Survey, A-33, Madison County, Texas intersects the south right-of-way line of the Old San Antonio Road;

THENCE in a southwesterly direction along the south right-of-way line of the Old San Antonio Road to a point in line with the west line of a 46 acre tract in the Eli W. Fenn Survey, A-96, Madison County, Texas now or formerly owned by Dan Green;

THENCE North in line with the west line of the 46 acre tract 50 feet to the centerline of the Old San Antonio Road;

THENCE in a southwesterly direction along said centerline to a point that is in line with the southwest boundary line of a 102 acre tract out of the Nicholas Copeland Survey, A-169 also called A-162,, Leon County, Texas now or formerly owned by Otto Schultz;

THENCE Northwest in line with the southwest boundary line of said 102 acre Otto Shultz tract 50 feet to the north right-of-way line of the Old San Antonio Road;

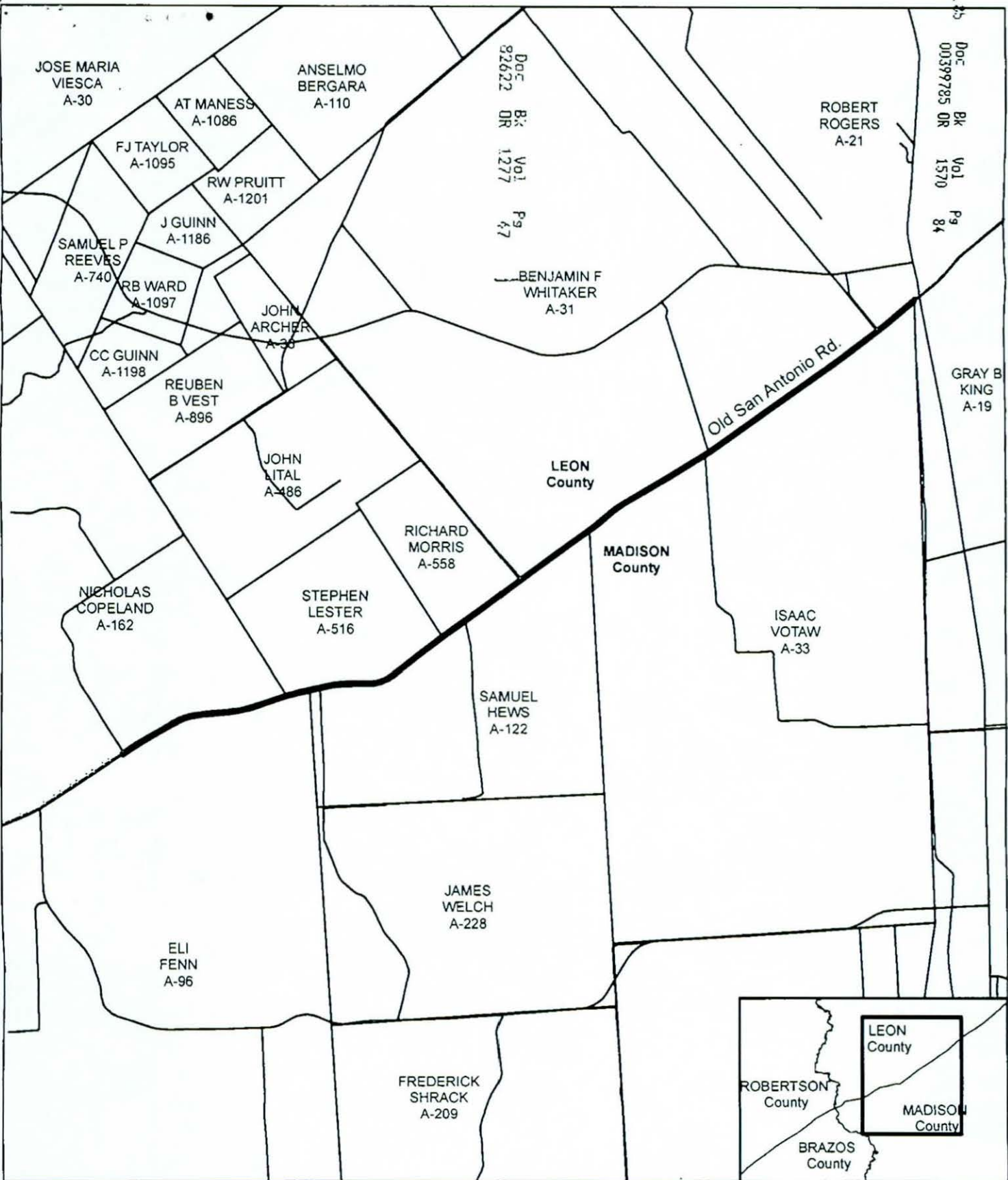
THENCE along the north right-of-way line of the Old San Antonio Road in a northeasterly direction to a point in line with the northeast line of an 86 acre subdivision out of the B. F. Whitaker Survey, A-31, Leon County, Texas now or formerly known as the Batson Subdivision;

THENCE in a southeasterly direction in line with the northeast line of said Batson Subdivision 50 feet to the centerline of the Old San Antonio Road;

THENCE along said centerline in a northeasterly direction to a point in line with the east line of the Isaac Votaw Survey, A-33, Madison County, Texas;

THENCE South 50 feet to the Point of Beginning.

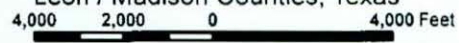




Highway Right-of-Way  
 Plat of Old San Antonio Rd.  
 MF115444

64.2499 acres

Leon / Madison Counties, Texas



**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:  
 Zake Guillen  
 IS/BAS/GIS  
 July 2013



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STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 82622

Amount: 56.00

Receipt Number: 13477

Vol: 1277 Page: 38

Recorded: Aug 22, 2013 at 11:36A

By,  
Julia Arizpe, Deputy

Filed for Record in: Leon County  
On: Aug 22, 2013 at 10:33A  
As a Recording  
Document Number: 00399785  
Amount: \$ 46.00  
Receipt Number: 128316  
By, Amy Kaiser

STATE OF TEXAS COUNTY OF LEON  
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:  
Leon County  
as stamped hereon by me.

Aug 22, 2013  
Christie Hakefield, Leon County Clerk  
Leon County



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7.

File No. MF 116505  
Adjacent lease schedule

Date Filed: 4/4/14  
Jerry E. Patterson, Commissioner

By SSD

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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.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF TEXAS §

COUNTY OF MADISON §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of June 1, 2012 at 7:00 a.m. Central Time (the "Effective Time"), is made by CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, having as its address 6100 North Western Avenue, Oklahoma City, Oklahoma 73118, and ARCADIA RESOURCES, L.P., an Oklahoma limited partnership, and JAMESTOWN RESOURCES, L.L.C., an Oklahoma limited liability company, having as their address 809 Northwest 57th Street, Oklahoma City, Oklahoma 73118 (each, individually, an "Assignor" and collectively, "Assignors") to ENERGY & EXPLORATION PARTNERS, LLC, a Delaware limited liability company, having as its address Two City Place, 100 Throckmorton Street, Suite 1700, Fort Worth, Texas 76102 ("Assignee"). This Assignment is executed and delivered in connection with and pursuant to the terms of that certain Amended and Restated Purchase and Sale Agreement between Assignors and Assignee dated October 8, 2012 (the "Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

1. Assignment. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto Assignee, all of such Assignor's interest, as defined and described more particularly in the Purchase Agreement, in and to the following, subject to the terms and reservations hereof and specifically LESS AND EXCEPT the Excluded Assets (as hereinafter defined) (the "Properties"):

1.1 the oil, gas and mineral leases described in Exhibit "A" (including, Assignor's Net Revenue Interests and Working Interests therein as described in the Purchase Agreement), whether producing or non-producing, and the oil and gas leasehold estates created thereby (collectively, the "Real Property Interests");

1.2 the oil and gas wells listed on Exhibit "A" (the "Wells"), all other oil and gas wells located on the Real Property Interests or the lands covered by the Real Property Interests and all lands pooled, communitized or unitized therewith (the "Lands"), and all Lease Owned tangible personal property, equipment, fixtures, improvements, and other appurtenances owned and used in connection with the production, treating, storage, transportation, or marketing of Hydrocarbons from the Wells;



1.3 all presently existing unitization, pooling and/or communitization agreements, declarations or designations and contractually, statutorily, judicially or administratively created drilling, spacing and/or production units, insofar as the same are attributable or allocated to the Real Property Interests, and all of Assignor's interest in and to the properties covered or units created thereby to the extent attributable to the Real Property Interests;

1.4 all contracts, agreements and instruments, in each case, to the extent the above agreements cover, are attributable to or relate to the Real Property Interests or the Wells or any interests pooled, communitized or unitized therewith, including, without limitation, those contracts described more particularly in the Purchase Agreement (collectively, the "Contracts");

1.5 all Hydrocarbons in, on, under or produced from or attributable to the Lands from and after the Effective Time and the proceeds thereof, and those Hydrocarbons for which an adjustment to the Purchase Price is made pursuant to the Purchase Agreement and the proceeds thereof;

1.6 claims of Assignor against other Persons pertaining to Gas Imbalances in existence as of the Effective Time; and

1.7 all easements, surface leases, servitudes and rights of way used or held for use in connection with the production of Hydrocarbons from the Lands (collectively, the "Easements").

It is the intent of each Assignor to convey, and this Assignment hereby conveys, to Assignee, subject to the reservations and conditions herein contained, from and after the Effective Time, such Assignor's interest in the Properties, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names, or any transcribed or incorrect recording references, except for the Excluded Assets.

**TO HAVE AND TO HOLD** all and singular of each Assignor's interest in the Properties, 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 following matters:

a. royalties, overriding royalties and other burdens on production to the extent the foregoing are Permitted Encumbrances under the Purchase Agreement;

b. Liens for Taxes for which payment is not due or which are being contested in good faith by appropriate proceedings;

c. Liens of mechanics, materialmen, warehousemen, landlords, vendors, and carriers and any similar Liens arising by operation of Law which, in each instance, arise in the Ordinary Course of Business, for sums not yet due or which are being contested in good faith by appropriate proceedings;

d. operating agreements, unit agreements, unitization and pooling designations and declarations, gathering and transportation agreements, processing agreements, Hydrocarbon purchase contracts and all of the other Contracts;



e. regulatory authority of Governmental Authorities not presently violated, easements, surface leases and rights, plat restrictions, zoning laws, restrictive covenants and conditions, and building and other land use laws and similar encumbrances;

f. all rights to consent by, required notices to, filings with or other actions by Governmental Authorities in connection with the sale, disposition, transfer or conveyance of federal, state, tribal, or other governmental oil and gas leases or interests therein or related thereto, or the transfer of operations of any of the Wells, which cannot be unreasonably withheld or where the same are customarily obtained subsequent to the assignment, disposition or transfer of such oil and gas leases or interests therein, or such operations;

g. conventional rights of reassignment obligating the lessee to reassign or offer to reassign its interests in any lease prior to a release or abandonment of such lease;

h. required non-governmental Third Party consents to assignments which have been obtained or waived by the appropriate parties or which need not be obtained prior to an assignment or which cannot be unreasonably withheld, and PPRs which have been waived by the appropriate parties or for which the time period for asserting such rights has expired without the exercise of such rights;

i. rights of tenants-in-common in and to the Properties;

j. all defects or irregularities of title, if any, affecting the Properties which do not, individually or in the aggregate, adversely interfere in any material way with the present or future operation or use of the Properties subject thereto or affected thereby and which would be accepted by a reasonably prudent and sophisticated buyer engaged in the business of owning, developing and operating oil and gas properties in the same geographical location with knowledge of all the facts and appreciation of their legal significance;

k. all defects or irregularities: (i) arising out of lack of corporate authorization or a variation in corporate name, (ii) that have been cured or remedied by applicable statutes of limitation or statutes for prescription, (iii) consisting of the failure to recite marital status in documents or omissions of heirship proceedings, (iv) that have been cured by possession under applicable statutes of limitation, or (v) resulting from lack of survey or failure to record releases of liens, production payments, or mortgages that have expired by their own terms or the enforcement of which are barred by applicable statutes of limitation;

l. any provision in an oil and gas lease, surface lease, easement or other surface use agreement entered into prior to the Effective Time providing a Third Party with rights to an overriding royalty interest or other burdens or payments triggered by the use of the relevant surface property for drilling or other purposes to the extent the foregoing are Permitted Encumbrances under the Purchase Agreement;

m. rights vested in or reserved to any Governmental Authority to regulate the Properties, to terminate any right, power, franchise, license or permit afforded by such Governmental Authority, or to condemn, expropriate, or designate a buyer of any of the Properties; and



- n. the Purchase Agreement.
2. Excluded Assets. Assignors specifically except from this Assignment and reserves unto themselves the following (the "Excluded Assets"):
- 2.1 all limited liability company, partnership, financial, tax, and legal (other than title) records of Assignors;
- 2.2 any existing or future refund of costs, taxes or expenses borne by Assignors or their predecessors in title attributable to the period prior to the Effective Time;
- 2.3 any and all proceeds from production and from the settlements of contract disputes with purchasers of Hydrocarbons or byproducts from the Lands, including, without limitation, settlement of take-or-pay disputes, insofar as said proceeds are attributable to periods of time prior to the Effective Time;
- 2.4 all rights and interests of Assignors (i) under any policy or agreement of insurance or indemnity (including, without limitation, any rights, claims or causes of action of Assignors against Third Parties under any indemnities or hold harmless agreements and any indemnities received in connection with Assignors' prior acquisition of any of the Properties) to the extent and only to the extent such rights and interests relate to the ownership of the Properties prior to the Effective Time and (ii) under any bond;
- 2.5 except for those Hydrocarbons for which an adjustment to the Purchase Price is made pursuant to the Purchase Agreement, all Hydrocarbons produced from the Properties with respect to all periods prior to the Effective Time and all proceeds from the disposition thereof;
- 2.6 all of Assignors' proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;
- 2.7 all accounts receivable and all audit rights arising under any of the Contracts or otherwise with respect to the Properties and any period prior to the Effective Time or to any of the Excluded Assets, except for any Gas Imbalances;
- 2.8 Geological and Geophysical Information and any other information which Assignors are prohibited from sharing by agreement with a Third Party;
- 2.9 all mineral interests and royalty interests owned by Assignors;
- 2.10 all claims of Assignors for refunds of or loss carry forwards with respect to (i) Property Taxes attributable to any period prior to the Effective Time, (ii) income or franchise Taxes or (iii) any Taxes attributable to the Excluded Assets;
- 2.11 all "virtual courthouses" of Assignors and their exclusive use arrangements with title abstract facilities and all documents and instruments of Assignors that may be protected by an attorney-client privilege and all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties;



2.12 all surface fee interests, surface leasehold, and other surface property interests (but excluding the Easements) and all buildings, offices, improvements, appurtenances, field offices and yards;

2.13 all non-Lease Owned equipment such as compressors on the wellheads of the Wells operated by CELLC or its Affiliates owned by or leased from CELLC, its Affiliates or Third Parties;

2.14 all automation systems including meters and related telemetry, licensed radio frequencies and associated communications infrastructure including towers, antennas, data links and network circuits, except any Lease Owned equipment;

2.15 all drilling rigs and related equipment, work over rigs and related equipment, tools and other equipment brought onto a well site temporarily for purposes of drilling, reworking or maintaining a well, all vehicles, and any other non-Lease Owned equipment, inventory, machinery, tools and other personal property not currently in use for the operation of a Well or Wells;

2.16 all assets of Chesapeake Midstream Group and all of the assets of Chesapeake Oilfield Services Group;

2.17 all salt water disposal wells, systems and related equipment and clean water wells, systems and equipment; and

2.18 all contracts or commitments for capacity in Third Party gas gathering, transmission or transportation facilities.

3. Special Warranty of Title. Each Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular title to its interest in the Properties 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 such Assignor, but not otherwise. This special warranty of title will continue after the delivery of this Assignment for a period of two (2) years and shall thereafter be of no further force or effect except that any claim under such special warranty of title which has been asserted prior to the end of such two (2) year period shall survive until such claim with respect thereto is resolved. The intended effect of such termination is to bar, from and after the date of termination, any claim or cause of action with respect to such special warranty of title. Further, Assignee is specifically assigned, and subrogated to, warranties of title which each Assignor may have from its predecessors in interest (other than Affiliates of such Assignor) to the extent applicable with respect to such Assignor's interest in the Properties and to the extent such Assignor may legally assign such rights and grant such subrogation.

4. Limitations on Representations and Warranties.

4.1 **EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF AN ASSIGNOR IN THE PURCHASE AGREEMENT ASSIGNEE ACKNOWLEDGES THAT NO ASSIGNOR HAS MADE, AND EACH ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE**



HEREBY EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, INCLUDING THOSE RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE PROPERTIES OR SUCH ASSIGNOR'S INTEREST THEREIN, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY RECORDS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF SUCH ASSIGNOR, AND (c) THE ENVIRONMENTAL OR OTHER CONDITION OF THE PROPERTIES.

4.2 EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF AN ASSIGNOR IN THE PURCHASE AGREEMENT AND THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, AS TO THE PROPERTIES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (e) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (f) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (g) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES OR MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH. IT IS THE EXPRESS INTENTION OF ASSIGNEE AND EACH ASSIGNOR THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES IN WHICH SUCH ASSIGNOR HAS ANY INTEREST ARE BEING ACCEPTED BY ASSIGNEE, "AS IS, WHERE IS, WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

4.3 ASSIGNORS AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 5 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

5. Miscellaneous.

5.1. Cooperation. In addition to this Assignment, each 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 of the Properties by such Assignor to Assignee.

5.2. **Choice of Law.** This Assignment will be interpreted, construed, and enforced in accordance with the laws of the State of Texas, without giving effect to any rules or principles of conflicts of law that might otherwise refer to the laws of another jurisdiction.

5.3. **Successors and Assigns.** This Assignment shall bind and inure to the benefit of each Assignor and Assignee and their respective successors and assigns.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW]



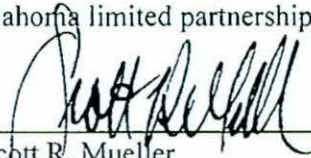
IN WITNESS WHEREOF, each Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

**ASSIGNORS:**

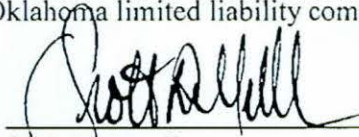
**CHESAPEAKE EXPLORATION, L.L.C.,**  
an Oklahoma limited liability company

By:   
\_\_\_\_\_  
Douglas J. Jacobson  
Executive Vice President

**ARCADIA RESOURCES, L.P.,**  
an Oklahoma limited partnership

By:   
\_\_\_\_\_  
Scott R. Mueller  
Chief Financial Officer

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

By:   
\_\_\_\_\_  
Scott R. Mueller  
Chief Financial Officer



ASSIGNORS ACKNOWLEDGMENT

STATE OF OKLAHOMA §  
  §  
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 8<sup>th</sup> day of April, 2013, by Douglas J. Jacobson, as Executive Vice President of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as the act and deed and on behalf of such limited liability company.

*[Handwritten Signature]*

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

My Commission Expires: 5/14/13  
Commission Number: 09004163



STATE OF OKLAHOMA §  
  §  
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 8<sup>th</sup> day of April, 2013, by Scott R. Mueller, as Chief Financial Officer of Arcadia Resources, L.P., an Oklahoma limited partnership, and Jamestown Resources, L.L.C., an Oklahoma limited liability company, as the act and deed and on behalf of such limited partnership and such limited liability company.

*[Handwritten Signature]*

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

My Commission Expires: 5/14/13  
Commission Number: 09004163





**Exhibit "A"**

Part I - Wells

Attached to and made part of that certain Assignment, Bill of Sale, and Conveyance by and among Chesapeake Exploration, L.L.C. and Energy & Exploration Partners, LLC

| PROPERTY NAME       | API        | LOCATION                     | COUNTY  | STATE |
|---------------------|------------|------------------------------|---------|-------|
| WC BULLARD A 1H     | 4231330869 | ADAM LAWRENCE SVY A-140      | MADISON | TX    |
| THEISS 1            | 4231330817 | FREDERICK SCHRACK SVY A-209  | MADISON | TX    |
| THEISS A 1H         | 4231330879 | FREDERICK SCHRACK SVY A-209  | MADISON | TX    |
| G D & ANNIE RASCO 2 | 4231330660 | J HARBOUR SVY A-109          | MADISON | TX    |
| G D & ANNIE RASCO 3 | 4231330742 | J HARBOUR SVY A-109          | MADISON | TX    |
| GD RASCO 1          | 4231330326 | J HARBOUR SVY A-109          | MADISON | TX    |
| GD RASCO 4          | 4231330778 | J HARBOUR SVY A-109          | MADISON | TX    |
| MCVEY A 2H          | 4231330871 | JOSE MIGUEL MUSQUIZ SVY A-22 | MADISON | TX    |
| KEY 2               | 4231330286 | WILLIAM JC HILL SVY A-113    | MADISON | TX    |
| SHELDON UNIT 1H     | 4231330950 | RICHARD DOUGLAS A-87         | MADISON | TX    |

END OF EXHIBIT



Exhibit "A"

Part II - Real Property Interests

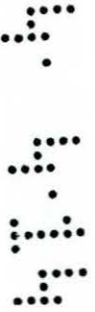
Attached to and made part of that certain Assignment, Bill of Sale, and Conveyance by and among Chesapeake Exploration, L.L.C., Arcadia Resources, L.P., Jamestown Resources, L.L.C. and Energy & Exploration Partners, LLC

| Lease No      | Lessor                        | Lessee                     | Lease Date | County  | State | Book | Page | Entry |
|---------------|-------------------------------|----------------------------|------------|---------|-------|------|------|-------|
| 42-000146-000 | JAMES M & BETSY LOU DASPIT    | CHESAPEAKE EXPLORATION LLC | 3/28/2011  | MADISON | TX    | 1086 | 159  | 68850 |
| 42-000153-000 | CLARENCE L EASON              | CHESAPEAKE EXPLORATION LLC | 2/28/2011  | MADISON | TX    | 1086 | 151  | 68846 |
| 42-000154-001 | BILLY KOTERAS                 | CHESAPEAKE EXPLORATION LLC | 3/3/2011   | MADISON | TX    | 1086 | 145  | 68844 |
| 42-000154-004 | ADRIENNE DAVIS HARDIE, ET AL  | CHESAPEAKE EXPLORATION LLC | 8/1/2011   | MADISON | TX    | 1113 | 126  | 70969 |
| 42-000155-001 | PATSY KORENEK                 | CHESAPEAKE EXPLORATION LLC | 3/3/2011   | MADISON | TX    | 1086 | 142  | 68843 |
| 42-000157-001 | MARGARET G MCADAMS            | CHESAPEAKE EXPLORATION LLC | 3/18/2011  | MADISON | TX    | 1086 | 153  | 68847 |
| 42-000158-001 | RONALD D GARDNER              | CHESAPEAKE EXPLORATION LLC | 3/18/2011  | MADISON | TX    | 1086 | 155  | 68848 |
| 42-000158-002 | RANDY L GARDNER               | CHESAPEAKE EXPLORATION LLC | 1/24/2012  | MADISON | TX    | 1152 | 85   | 73979 |
| 42-000159-000 | T Q & IONE MARTIN             | CHESAPEAKE EXPLORATION LLC | 3/7/2011   | MADISON | TX    | 1086 | 157  | 68849 |
| 42-000182-001 | WILLIAM D MARSHALL            | CHESAPEAKE EXPLORATION LLC | 4/7/2011   | MADISON | TX    | 1086 | 149  | 68845 |
| 42-000234-001 | MARCELLA G BOOMER             | CHESAPEAKE EXPLORATION LLC | 3/25/2011  | MADISON | TX    | 1095 | 309  | 69544 |
| 42-000235-001 | ROBERT P & JEWEL DEBARDELABEN | CHESAPEAKE EXPLORATION LLC | 3/25/2011  | MADISON | TX    | 1095 | 306  | 69543 |
| 42-000242-001 | BETTY J REINICKE              | CHESAPEAKE EXPLORATION LLC | 3/7/2011   | MADISON | TX    | 1095 | 324  | 69551 |
| 42-000243-001 | HELEN STEWART SORRELLS        | CHESAPEAKE EXPLORATION LLC | 5/5/2011   | MADISON | TX    | 1095 | 289  | 69535 |
| 42-000243-002 | WALTER BROOKE STEWART         | CHESAPEAKE EXPLORATION LLC | 5/17/2011  | MADISON | TX    | 1095 | 285  | 69533 |
| 42-000243-003 | JUNICE D VALENTA              | CHESAPEAKE EXPLORATION LLC | 5/17/2011  | MADISON | TX    | 1095 | 287  | 69534 |
| 42-000243-004 | MARGARET STEWART              | CHESAPEAKE EXPLORATION LLC | 5/17/2011  | MADISON | TX    | 1095 | 283  | 69532 |
| 42-000272-000 | CRESCENCIANO & MARIA L SANTOS | CHESAPEAKE EXPLORATION LLC | 5/10/2011  | MADISON | TX    | 1095 | 281  | 69531 |
| 42-000272-001 | CLINT E KENT, ET AL           | CHESAPEAKE EXPLORATION LLC | 11/23/2011 | MADISON | TX    | 1132 | 159  | 72422 |
| 42-000272-002 | ANGELA B YARGO                | CHESAPEAKE EXPLORATION LLC | 11/22/2011 | MADISON | TX    | 1132 | 172  | 72426 |
| 42-000272-003 | DENNIS E PAXTON               | CHESAPEAKE EXPLORATION LLC | 11/29/2011 | MADISON | TX    | 1132 | 169  | 72425 |
| 42-000272-004 | GLENN A PAXTON                | CHESAPEAKE EXPLORATION LLC | 11/22/2011 | MADISON | TX    | 1132 | 166  | 72424 |
| 42-000272-005 | KATHERINE L CATER             | CHESAPEAKE EXPLORATION LLC | 11/22/2011 | MADISON | TX    | 1132 | 163  | 72423 |
| 42-000272-006 | ANNETTE R SHIFLET, ET AL      | CHESAPEAKE EXPLORATION LLC | 11/23/2011 | MADISON | TX    | 1132 | 175  | 72427 |
| 42-000272-007 | SCOTTY W KENT ET AL           | CHESAPEAKE EXPLORATION LLC | 11/23/2011 | MADISON | TX    | 1132 | 179  | 72428 |
| 42-000272-008 | BILLY WAYNE KENT              | CHESAPEAKE EXPLORATION LLC | 11/23/2011 | MADISON | TX    | 1152 | 89   | 73981 |
| 42-000292-001 | SHIRLEY A WESTMORELAND REV TR | CHESAPEAKE EXPLORATION LLC | 3/11/2011  | MADISON | TX    | 1095 | 315  | 69547 |
| 42-000292-002 | LOUIS WESTMORELAND            | CHESAPEAKE EXPLORATION LLC | 5/11/2011  | MADISON | TX    | 1102 | 281  | 70122 |
| 42-000292-003 | CAROLE MARTIN                 | CHESAPEAKE EXPLORATION LLC | 5/11/2011  | MADISON | TX    | 1102 | 279  | 70121 |
| 42-000293-000 | ANDRE E & DIANNE S DEAN       | CHESAPEAKE EXPLORATION LLC | 4/2/2011   | MADISON | TX    | 1095 | 317  | 69548 |
| 42-000294-001 | MARK ALAN HENSARLING          | CHESAPEAKE EXPLORATION LLC | 5/18/2011  | MADISON | TX    | 1095 | 295  | 69538 |
| 42-000294-002 | DEBRA ANN DUGGER              | CHESAPEAKE EXPLORATION LLC | 5/27/2011  | MADISON | TX    | 1095 | 300  | 69540 |
| 42-000294-003 | TINSLEY, ALAN L               | CHESAPEAKE EXPLORATION LLC | 5/11/2011  | MADISON | TX    | 1095 | 291  | 69536 |
| 42-000294-004 | GLYNN S TINSLEY               | CHESAPEAKE EXPLORATION LLC | 5/11/2011  | MADISON | TX    | 1095 | 293  | 69537 |
| 42-000294-005 | MARY J TINSLEY                | CHESAPEAKE EXPLORATION LLC | 5/11/2011  | MADISON | TX    | 1102 | 287  | 70125 |

| Lease No      | Lessor                         | Lessee                     | Lease Date | County  | State | Book | Page | Entry |
|---------------|--------------------------------|----------------------------|------------|---------|-------|------|------|-------|
| 42-000294-006 | BETTY JEAN LEHMANN             | CHESAPEAKE EXPLORATION LLC | 7/21/2011  | MADISON | TX    | 1113 | 124  | 70968 |
| 42-000294-007 | JAMES D & CAROLE COUNSIL       | CHESAPEAKE EXPLORATION LLC | 12/13/2011 | MADISON | TX    | 1132 | 134  | 72411 |
| 42-000311-001 | BRAD BLAIR                     | CHESAPEAKE EXPLORATION LLC | 5/16/2011  | MADISON | TX    | 1095 | 313  | 69546 |
| 42-000311-002 | EDWIN STONE, III INDV & TRST   | CHESAPEAKE EXPLORATION LLC | 10/22/2011 | MADISON | TX    | 1132 | 136  | 72412 |
| 42-000311-003 | RICHARD L STONE                | CHESAPEAKE EXPLORATION LLC | 10/22/2011 | MADISON | TX    | 1132 | 146  | 72417 |
| 42-000311-004 | THE NAN & THAD DAVIS FAMILY LP | CHESAPEAKE EXPLORATION LLC | 1/22/2012  | MADISON | TX    | 1152 | 93   | 73982 |
| 42-000515-001 | DONNA K MULLANE                | CHESAPEAKE EXPLORATION LLC | 4/28/2011  | MADISON | TX    | 1095 | 302  | 69541 |
| 42-000515-002 | GLYNN ROSE MULLANE             | CHESAPEAKE EXPLORATION LLC | 4/28/2011  | MADISON | TX    | 1095 | 304  | 69542 |
| 42-000517-001 | WILLIAM D MARSHALL             | CHESAPEAKE EXPLORATION LLC | 3/21/2011  | MADISON | TX    | 1095 | 311  | 69545 |
| 42-000617-001 | MIKELL ENDERLI LONG            | CHESAPEAKE EXPLORATION LLC | 5/10/2011  | MADISON | TX    | 1095 | 297  | 69539 |
| 42-000966-001 | CHARLES M & SHARON COTTEN      | CHESAPEAKE EXPLORATION LLC | 6/9/2011   | MADISON | TX    | 1095 | 319  | 69549 |
| 42-000966-002 | BEVERLY COWSERT                | CHESAPEAKE EXPLORATION LLC | 6/15/2011  | MADISON | TX    | 1102 | 285  | 70124 |
| 42-000966-003 | CAROLYN BESSELMAN              | CHESAPEAKE EXPLORATION LLC | 6/15/2011  | MADISON | TX    | 1102 | 283  | 70123 |
| 42-001460-001 | MARY SUE HUMBERSON             | CHESAPEAKE EXPLORATION LLC | 6/7/2011   | MADISON | TX    | 1102 | 300  | 70130 |
| 42-001460-002 | JESSA CHEATHAM                 | CHESAPEAKE EXPLORATION LLC | 6/7/2011   | MADISON | TX    | 1102 | 302  | 70131 |
| 42-001460-003 | MARY JOYCE EMERT               | CHESAPEAKE EXPLORATION LLC | 7/7/2011   | MADISON | TX    | 1102 | 298  | 70129 |
| 42-001460-004 | SONDRA DERKS                   | CHESAPEAKE EXPLORATION LLC | 7/14/2011  | MADISON | TX    | 1113 | 109  | 70961 |
| 42-001460-005 | FRED RUDIN                     | CHESAPEAKE EXPLORATION LLC | 7/14/2011  | MADISON | TX    | 1113 | 111  | 70962 |
| 42-001460-006 | VIRGINA MCVEY                  | CHESAPEAKE EXPLORATION LLC | 7/14/2011  | MADISON | TX    | 1113 | 107  | 70960 |
| 42-001460-007 | KEN WAITS                      | CHESAPEAKE EXPLORATION LLC | 9/27/2011  | MADISON | TX    | 1126 | 66   | 71959 |
| 42-001503-000 | YANE CLEVELAND                 | CHESAPEAKE EXPLORATION LLC | 6/3/2011   | MADISON | TX    | 1102 | 277  | 70120 |
| 42-002650-000 | MARTHA D POTEET                | CHESAPEAKE EXPLORATION LLC | 4/25/2011  | MADISON | TX    | 1102 | 304  | 70132 |
| 42-003277-001 | MADISONVILLE CONTRACTORS LP    | CHESAPEAKE EXPLORATION LLC | 6/6/2011   | MADISON | TX    | 1113 | 120  | 70966 |
| 42-003277-002 | PHYLLIS K SIMMONS              | CHESAPEAKE EXPLORATION LLC | 2/14/2012  | MADISON | TX    | 1156 | 130  | 74261 |
| 42-003605-001 | EDGAR WASHINGTON, JR           | CHESAPEAKE EXPLORATION LLC | 7/4/2011   | MADISON | TX    | 1113 | 122  | 70967 |
| 42-004466-000 | HORACE L AND MARY J TINSLEY    | CHESAPEAKE EXPLORATION LLC | 8/3/2011   | MADISON | TX    | 1113 | 115  | 70964 |
| 42-004527-000 | SCOTT A DAVIS                  | CHESAPEAKE EXPLORATION LLC | 6/3/2011   | MADISON | TX    | 1115 | 120  | 71117 |
| 42-004645-001 | MICHAEL G MANNERS              | CHESAPEAKE EXPLORATION LLC | 7/19/2011  | MADISON | TX    | 1113 | 132  | 70970 |
| 42-004992-000 | FLO A PERRY                    | CHESAPEAKE EXPLORATION LLC | 8/3/2011   | MADISON | TX    | 1113 | 113  | 70963 |
| 42-005927-001 | CAROLYN ANN RAYNOR ROBERTSON   | CHESAPEAKE EXPLORATION LLC | 8/9/2011   | MADISON | TX    | 1113 | 149  | 70977 |
| 42-005931-000 | HAROLD L DEAN                  | CHESAPEAKE EXPLORATION LLC | 6/3/2011   | MADISON | TX    | 1113 | 145  | 70975 |
| 42-005966-001 | MICHAEL DWAYNE MCLAIN          | CHESAPEAKE EXPLORATION LLC | 8/3/2011   | MADISON | TX    | 1113 | 142  | 70974 |
| 42-005966-002 | LORI MCLAIN FUENTES            | CHESAPEAKE EXPLORATION LLC | 8/3/2011   | MADISON | TX    | 1113 | 136  | 70972 |
| 42-005966-003 | GILBERT JOE MCLAIN, JR         | CHESAPEAKE EXPLORATION LLC | 8/3/2011   | MADISON | TX    | 1113 | 139  | 70973 |
| 42-005997-001 | PATRICIA DILLON LOE            | CHESAPEAKE EXPLORATION LLC | 8/9/2011   | MADISON | TX    | 1113 | 147  | 70976 |
| 42-006001-001 | PATSY BATES REDWING            | CHESAPEAKE EXPLORATION LLC | 8/2/2011   | MADISON | TX    | 1113 | 134  | 70971 |
| 42-006001-002 | JAMES A BATES                  | CHESAPEAKE EXPLORATION LLC | 8/2/2011   | MADISON | TX    | 1115 | 130  | 71121 |
| 42-006001-003 | DANNY RAY BATES                | CHESAPEAKE EXPLORATION LLC | 8/2/2011   | MADISON | TX    | 1115 | 132  | 71122 |
| 42-006001-004 | ROBERT BATES                   | CHESAPEAKE EXPLORATION LLC | 8/2/2011   | MADISON | TX    | 1115 | 134  | 71123 |
| 42-006810-000 | THOMAS R BULLARD               | CHESAPEAKE EXPLORATION LLC | 9/20/2011  | MADISON | TX    | 1115 | 123  | 71118 |

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| 42-006867-000 | WILLIAM R VANOVER              | CHESAPEAKE EXPLORATION LLC | 7/26/2011  | MADISON | TX    | 1115 | 128  | 71120 |
| 42-008489-000 | GARRY F SWONKE                 | CHESAPEAKE EXPLORATION LLC | 8/24/2011  | MADISON | TX    | 1126 | 78   | 71965 |
| 42-009144-000 | MARY ANN TRAPPEY MARSHALL      | CHESAPEAKE EXPLORATION LLC | 10/4/2011  | MADISON | TX    | 1126 | 80   | 71966 |
| 42-009542-000 | PATRICIA POLK FITZGERALD       | CHESAPEAKE EXPLORATION LLC | 9/29/2011  | MADISON | TX    | 1173 | 226  | 75577 |
| 42-010736-000 | VERNE W FERGUSON               | CHESAPEAKE EXPLORATION LLC | 10/17/2011 | MADISON | TX    | 1126 | 74   | 71963 |
| 42-010747-000 | ELLIOT M & GLORIA J LANSFORD   | CHESAPEAKE EXPLORATION LLC | 9/14/2011  | MADISON | TX    | 1132 | 138  | 72413 |
| 42-010864-000 | ROBERT L JR & KATHRYN FICKEY   | CHESAPEAKE EXPLORATION LLC | 9/27/2011  | MADISON | TX    | 1126 | 76   | 71964 |
| 42-042855-001 | OLETHA PLASTER                 | CHESAPEAKE EXPLORATION LLC | 11/10/2011 | MADISON | TX    | 1147 | 63   | 73616 |
| 42-042855-002 | NANCY PLASTER COOK             | CHESAPEAKE EXPLORATION LLC | 11/10/2011 | MADISON | TX    | 1147 | 65   | 73617 |
| 42-042855-003 | MEREDITH PLASTER YARBROUGH     | CHESAPEAKE EXPLORATION LLC | 11/11/2011 | MADISON | TX    | 1147 | 67   | 73618 |
| 42-042855-004 | JOHNNY WAYNE CORLEY            | CHESAPEAKE EXPLORATION LLC | 11/13/2011 | MADISON | TX    | 1147 | 69   | 73619 |
| 42-042855-005 | PLASTER, JERRY LEE             | CHESAPEAKE EXPLORATION LLC | 11/15/2011 | MADISON | TX    | 1147 | 71   | 73620 |
| 42-042855-006 | EVELYN MACKIE P BOBO WHITE     | CHESAPEAKE EXPLORATION LLC | 11/11/2011 | MADISON | TX    | 1147 | 77   | 73623 |
| 42-042855-007 | LARRY B MCGINTY                | CHESAPEAKE EXPLORATION LLC | 12/8/2011  | MADISON | TX    | 1147 | 81   | 73625 |
| 42-042855-008 | KENNETH WENDEL VICE            | CHESAPEAKE EXPLORATION LLC | 3/6/2012   | MADISON | TX    | 1147 | 103  | 73636 |
| 42-042855-009 | DAVID RAY VICE                 | CHESAPEAKE EXPLORATION LLC | 3/6/2012   | MADISON | TX    | 1154 | 283  | 74124 |
| 42-043107-001 | DANIEL A LANGFORD, JR          | CHESAPEAKE EXPLORATION LLC | 10/26/2011 | MADISON | TX    | 1126 | 68   | 71960 |
| 42-043107-002 | CHRISTINA L KLUTH              | CHESAPEAKE EXPLORATION LLC | 10/26/2011 | MADISON | TX    | 1126 | 70   | 71961 |
| 42-043234-000 | DON E SWOYER                   | CHESAPEAKE EXPLORATION LLC | 9/30/2011  | MADISON | TX    | 1126 | 72   | 71962 |
| 42-043411-001 | MARTIN GRIFFITH                | CHESAPEAKE EXPLORATION LLC | 11/22/2011 | MADISON | TX    | 1174 | 266  | 75658 |
| 42-043411-002 | JANE B KING                    | CHESAPEAKE EXPLORATION LLC | 11/23/2011 | MADISON | TX    | 1174 | 264  | 75657 |
| 42-043411-004 | CAROLYN E KING                 | CHESAPEAKE EXPLORATION LLC | 11/22/2011 | MADISON | TX    | 1174 | 262  | 75656 |
| 42-043904-001 | MILDRED PYLE HOUSMAN WALKER    | CHESAPEAKE EXPLORATION LLC | 11/23/2011 | MADISON | TX    | 1147 | 73   | 73621 |
| 42-043904-002 | PATRICIA GORE                  | CHESAPEAKE EXPLORATION LLC | 11/22/2011 | MADISON | TX    | 1147 | 75   | 73622 |
| 42-044731-001 | WALTER M WOODWARD, JR          | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1132 | 142  | 72415 |
| 42-044731-002 | WILLIAM R WOODWARD             | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1132 | 140  | 72414 |
| 42-044731-003 | MARK B WOODWARD                | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1132 | 144  | 72416 |
| 42-044731-004 | MARY LEE NICHOLS               | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1144 | 32   | 73383 |
| 42-044731-005 | KATHLEEN C SMITHER             | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1144 | 30   | 73382 |
| 42-044731-006 | CLYDE MICHAEL WILLIAMS, III    | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1144 | 24   | 73379 |
| 42-044731-007 | KATHLEEN SMITHERS              | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1144 | 29   | 73381 |
| 42-044731-008 | JOHN T S WILLIAMS              | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1144 | 26   | 73380 |
| 42-044731-009 | EDITH G WILLIAMS               | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1152 | 79   | 73976 |
| 42-044731-010 | STEPHANIE K SMITHER MARITAL TR | CHESAPEAKE EXPLORATION LLC | 11/21/2011 | MADISON | TX    | 1144 | 22   | 73378 |
| 42-044806-001 | LARRY B AND MARCIA MCGINTY     | CHESAPEAKE EXPLORATION LLC | 12/9/2011  | MADISON | TX    | 1147 | 79   | 73624 |
| 42-044806-002 | CAROL JANE GUSTINE ROGERS      | CHESAPEAKE EXPLORATION LLC | 12/21/2011 | MADISON | TX    | 1147 | 83   | 73626 |
| 42-044806-003 | JAMES EDWARD GUSTINE           | CHESAPEAKE EXPLORATION LLC | 12/6/2011  | MADISON | TX    | 1147 | 85   | 73627 |
| 42-044806-004 | JOAN BATTLE PRESSLY TAYLOR     | CHESAPEAKE EXPLORATION LLC | 12/28/2011 | MADISON | TX    | 1173 | 244  | 75586 |
| 42-044806-005 | BETTY J CALLENDER RAMSEY       | CHESAPEAKE EXPLORATION LLC | 1/3/2012   | MADISON | TX    | 1147 | 95   | 73632 |
| 42-044806-006 | THELMA F CALLENDER             | CHESAPEAKE EXPLORATION LLC | 1/4/2012   | MADISON | TX    | 1147 | 111  | 73640 |

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| 42-044806-007 | OLIVIA ANN GUSTINE           | CHESAPEAKE EXPLORATION LLC | 12/30/2011 | MADISON | TX    | 1147 | 97   | 73633 |
| 42-044806-008 | ALICE NELL PRESSLY WILSON    | CHESAPEAKE EXPLORATION LLC | 1/5/2012   | MADISON | TX    | 1173 | 242  | 75585 |
| 42-045326-001 | RITA HIGHTOWER BASDEKAS      | CHESAPEAKE EXPLORATION LLC | 10/4/2011  | MADISON | TX    | 1130 | 162  | 72265 |
| 42-045326-002 | BILLIE RAY HIGHTOWER         | CHESAPEAKE EXPLORATION LLC | 10/4/2011  | MADISON | TX    | 1130 | 164  | 72266 |
| 42-045326-003 | ELIZABETH HIGHTOWER THOMPSON | CHESAPEAKE EXPLORATION LLC | 10/4/2011  | MADISON | TX    | 1130 | 166  | 72267 |
| 42-045326-004 | MELVIN RAY MOSLEY            | CHESAPEAKE EXPLORATION LLC | 12/19/2011 | MADISON | TX    | 1132 | 148  | 72418 |
| 42-045661-000 | ROBERT CLAYTON NASH          | CHESAPEAKE EXPLORATION LLC | 11/15/2011 | MADISON | TX    | 1132 | 132  | 72410 |
| 42-046161-001 | BOBBY LAYNE PLASTER          | CHESAPEAKE EXPLORATION LLC | 11/8/2011  | MADISON | TX    | 1147 | 87   | 73628 |
| 42-046435-001 | MICHAEL C DISHONGH           | CHESAPEAKE EXPLORATION LLC | 12/12/2011 | MADISON | TX    | 1132 | 156  | 72421 |
| 42-046490-001 | MILDRED PYLE WALKER          | CHESAPEAKE EXPLORATION LLC | 12/23/2011 | MADISON | TX    | 1147 | 89   | 73629 |
| 42-046490-002 | JAMES EDWARD GUSTINE         | CHESAPEAKE EXPLORATION LLC | 12/27/2011 | MADISON | TX    | 1147 | 91   | 73630 |
| 42-046490-003 | PATRICIA ANN PYLE GORE       | CHESAPEAKE EXPLORATION LLC | 12/22/2011 | MADISON | TX    | 1412 | 351  | 75722 |
| 42-046490-004 | CAROL JANE GUSTINE ROGERS    | CHESAPEAKE EXPLORATION LLC | 12/27/2011 | MADISON | TX    | 1147 | 93   | 73631 |
| 42-046490-005 | JOAN BATTLE PRESSLY TAYLOR   | CHESAPEAKE EXPLORATION LLC | 12/28/2011 | MADISON | TX    | 1147 | 101  | 73635 |
| 42-046490-006 | OLIVIA ANN GUSTINE           | CHESAPEAKE EXPLORATION LLC | 12/30/2011 | MADISON | TX    | 1147 | 107  | 73638 |
| 42-046490-007 | ALICE NELL PRESSLY WILSON    | CHESAPEAKE EXPLORATION LLC | 1/5/2012   | MADISON | TX    | 1147 | 109  | 73639 |
| 42-046490-008 | LUTHER HOWARD BROWN, III     | CHESAPEAKE EXPLORATION LLC | 1/23/2012  | MADISON | TX    | 1147 | 117  | 73641 |
| 42-046490-009 | RALPH BROWN                  | CHESAPEAKE EXPLORATION LLC | 2/6/2012   | MADISON | TX    | 1147 | 119  | 73642 |
| 42-046490-010 | FLORENCE FRIEND              | CHESAPEAKE EXPLORATION LLC | 2/10/2012  | MADISON | TX    | 1147 | 121  | 73643 |
| 42-046490-011 | KAY CALLENDER EVANS          | CHESAPEAKE EXPLORATION LLC | 2/6/2012   | MADISON | TX    | 1147 | 123  | 73644 |
| 42-046490-012 | HELEN L CALLENDER COLE       | CHESAPEAKE EXPLORATION LLC | 2/12/2012  | MADISON | TX    | 1147 | 105  | 73637 |
| 42-046490-013 | THELMA F CALLENDER           | CHESAPEAKE EXPLORATION LLC | 1/4/2012   | MADISON | TX    | 1154 | 281  | 74123 |
| 42-046805-001 | JERRY LEE PLASTER            | CHESAPEAKE EXPLORATION LLC | 1/4/2012   | MADISON | TX    | 1173 | 238  | 75583 |
| 42-046805-002 | BOBBY LAYNE PLASTER          | CHESAPEAKE EXPLORATION LLC | 1/4/2012   | MADISON | TX    | 1173 | 246  | 75587 |
| 42-046805-003 | LARRY B MCGINTY              | CHESAPEAKE EXPLORATION LLC | 1/5/2012   | MADISON | TX    | 1173 | 230  | 75579 |
| 42-046805-004 | OLETHA POINTER PLASTER       | CHESAPEAKE EXPLORATION LLC | 1/13/2012  | MADISON | TX    | 1173 | 236  | 75582 |
| 42-046805-005 | EVELYN M PLASTER BOBO-WHITE  | CHESAPEAKE EXPLORATION LLC | 1/17/2012  | MADISON | TX    | 1173 | 228  | 75578 |
| 42-046805-006 | NANCY PLASTER COOK           | CHESAPEAKE EXPLORATION LLC | 1/16/2012  | MADISON | TX    | 1173 | 232  | 75580 |
| 42-046805-007 | JOHNNY WAYNE CORELY          | CHESAPEAKE EXPLORATION LLC | 1/5/2012   | MADISON | TX    | 1173 | 240  | 75584 |
| 42-046805-008 | MEREDITH PLASTER YARBROUGH   | CHESAPEAKE EXPLORATION LLC | 1/20/2012  | MADISON | TX    | 1173 | 234  | 75581 |
| 42-047569-000 | SHANE R AND CRYSTAL D VANCE  | CHESAPEAKE EXPLORATION LLC | 12/27/2011 | MADISON | TX    | 1144 | 53   | 73393 |
| 42-047570-001 | REBA MAE PRYOR               | CHESAPEAKE EXPLORATION LLC | 12/12/2011 | MADISON | TX    | 1144 | 40   | 73387 |
| 42-048016-001 | JAMES D & CAROLE COUNSIL     | CHESAPEAKE EXPLORATION LLC | 12/13/2011 | MADISON | TX    | 1144 | 50   | 73392 |
| 42-048016-002 | SCOTT BRAXTON MCNEELY        | CHESAPEAKE EXPLORATION LLC | 1/13/2012  | MADISON | TX    | 1144 | 42   | 73388 |
| 42-048016-003 | KEVIN ARNEL MCNEELY          | CHESAPEAKE EXPLORATION LLC | 1/13/2012  | MADISON | TX    | 1144 | 48   | 73391 |
| 42-048016-004 | JOHN BRIAN MCNEELY           | CHESAPEAKE EXPLORATION LLC | 1/13/2012  | MADISON | TX    | 1144 | 44   | 73389 |
| 42-048016-005 | KELLY ALAN MCNEELY           | CHESAPEAKE EXPLORATION LLC | 1/13/2012  | MADISON | TX    | 1144 | 46   | 73390 |
| 42-048938-001 | JANE OLA WAKEFIELD           | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1144 | 36   | 73385 |
| 42-048938-002 | JONNIE ELMORE MCMAHAN, III   | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1144 | 34   | 73384 |
| 42-048938-003 | LAURA ANN MCMAHAN            | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1144 | 38   | 73386 |



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| 42-049083-001 | MARSHALL & SUNNY LOU CLOUSER   | CHESAPEAKE EXPLORATION LLC | 1/18/2012  | MADISON | TX    | 1152 | 81   | 73977 |
| 42-049087-000 | ANGLIN & ELBA OSWALT           | CHESAPEAKE EXPLORATION LLC | 2/14/2012  | MADISON | TX    | 1152 | 75   | 73974 |
| 42-049090-000 | BARRE' LYNN BULLARD            | CHESAPEAKE EXPLORATION LLC | 2/3/2012   | MADISON | TX    | 1152 | 83   | 73978 |
| 42-049299-001 | JACK WARD                      | CHESAPEAKE EXPLORATION LLC | 3/5/2012   | MADISON | TX    | 1152 | 77   | 73975 |
| 42-049299-002 | ELIZABETH WARD                 | CHESAPEAKE EXPLORATION LLC | 3/5/2012   | MADISON | TX    | 1152 | 73   | 73973 |
| 42-049961-000 | DEBRA BROOKS                   | CHESAPEAKE EXPLORATION LLC | 2/3/2012   | MADISON | TX    | 1152 | 87   | 73980 |
| 42-050197-000 | JR DOUGLAS DOWNARD TRUST       | CHESAPEAKE EXPLORATION LLC | 4/2/2012   | MADISON | TX    | 1156 | 128  | 74260 |
| 42-050199-000 | MARGARET DOWNARD DRISKILL      | CHESAPEAKE EXPLORATION LLC | 4/2/2012   | MADISON | TX    | 1156 | 126  | 74259 |
| 42-050222-001 | CENTRAL CHRISTIAN CHURCH       | CHESAPEAKE EXPLORATION LLC | 3/2/2012   | MADISON | TX    | 1156 | 118  | 74255 |
| 42-050222-002 | CHARLES ALLIN JAMES            | CHESAPEAKE EXPLORATION LLC | 3/2/2012   | MADISON | TX    | 1156 | 120  | 74256 |
| 42-050222-003 | PHYLLIS ANN JAMES              | CHESAPEAKE EXPLORATION LLC | 1/18/2012  | MADISON | TX    | 1156 | 124  | 74258 |
| 42-050222-004 | MARTHA ANN MITCHELL            | CHESAPEAKE EXPLORATION LLC | 3/2/2012   | MADISON | TX    | 1156 | 122  | 74257 |
| TX0010318-001 | BILLIE WAYNE, ET UX            | DANIEL OIL COMPANY         | 4/27/1979  | MADISON | TX    | 229  | 197  | 69293 |
| TX2170001-001 | MICHAEL LEE EPPS               | CHESAPEAKE EXPLORATION LP  | 10/27/2005 | MADISON | TX    | 784  | 238  | 46854 |
| TX2170001-002 | JOE REX EPPS                   | CHESAPEAKE EXPLORATION LP  | 10/27/2005 | MADISON | TX    | 784  | 256  | 46859 |
| TX2170001-003 | BOBBY SAM WINDHAM              | CHESAPEAKE EXPLORATION LP  | 10/27/2005 | MADISON | TX    | 789  | 132  | 47199 |
| TX2170001-004 | ANN CASTEEL                    | CHESAPEAKE EXPLORATION LP  | 10/27/2005 | MADISON | TX    | 784  | 269  | 46863 |
| TX2170001-005 | KENNETH & MARIE THEISS         | CHESAPEAKE EXPLORATION LP  | 11/15/2005 | MADISON | TX    | 784  | 234  | 46852 |
| TX2170001-006 | JOHN PATRICK EPPS              | CHESAPEAKE EXPLORATION LP  | 10/27/2005 | MADISON | TX    | 784  | 262  | 46861 |
| TX2170001-007 | BETTY EPPS DENISON             | CHESAPEAKE EXPLORATION LP  | 10/27/2005 | MADISON | TX    | 784  | 241  | 46855 |
| TX2170001-008 | BETTY SUE HENDERSON            | CHESAPEAKE EXPLORATION LP  | 10/27/2005 | MADISON | TX    | 784  | 250  | 46857 |
| TX2170003-003 | FRANKYE M DONAHO               | THOMAS L RICHARDSON        | 8/13/1987  | MADISON | TX    | 337  | 131  | 95579 |
| TX2170006-001 | ROBERT E & LEANN PALI          | CHESAPEAKE EXPLORATION LP  | 11/16/2005 | MADISON | TX    | 788  | 46   | 47111 |
| TX2170006-002 | EMILY J & EDWARD G NAUMANN     | CHESAPEAKE EXPLORATION LP  | 12/16/2005 | MADISON | TX    | 791  | 68   | 47344 |
| TX2170009-001 | ALMA BATSON SHULER             | CHESAPEAKE EXPLORATION LP  | 11/15/2005 | MADISON | TX    | 788  | 78   | 47119 |
| TX2170009-002 | GUS PAUL MEYER, JR & GLORIA K  | CHESAPEAKE EXPLORATION LP  | 12/23/2005 | MADISON | TX    | 791  | 57   | 47342 |
| TX2170009-003 | RICHARD KIRK STUMBERG          | CHESAPEAKE EXPLORATION LLC | 8/10/2007  | MADISON | TX    | 888  | 80   | 54482 |
| TX2170009-004 | ROBERT FORREST STUMBERG        | CHESAPEAKE EXPLORATION LLC | 8/7/2007   | MADISON | TX    | 888  | 76   | 54481 |
| TX2170033-001 | BOB CLAYTON EPPS               | CHESAPEAKE EXPLORATION LP  | 10/27/2005 | MADISON | TX    | 784  | 265  | 46862 |
| TX2170033-002 | THOMAS WAKEFIELD EPPS          | CHESAPEAKE EXPLORATION LP  | 10/27/2005 | MADISON | TX    | 784  | 259  | 46860 |
| TX2170070-001 | KENNETH W CORY, LTD            | CHESAPEAKE EXPLORATION LP  | 8/3/2006   | MADISON | TX    | 835  | 330  | 50726 |
| TX2170087-001 | WILLIAM HENRY BLAGRAVE         | CHESAPEAKE EXPLORATION LP  | 8/3/2006   | MADISON | TX    | 843  | 119  | 51263 |
| TX2170087-002 | FRANCES C CHANDLER             | CHESAPEAKE EXPLORATION LP  | 8/30/2006  | MADISON | TX    | 843  | 117  | 51262 |
| TX2170087-003 | JAMES E BLAGRAVE, II           | CHESAPEAKE EXPLORATION LP  | 8/30/2006  | MADISON | TX    | 843  | 113  | 51260 |
| TX2170087-004 | JOHN C BLAGRAVE                | CHESAPEAKE EXPLORATION LP  | 8/30/2006  | MADISON | TX    | 843  | 115  | 51261 |
| TX2170087-005 | NANCY EUGENIA MAY              | CHESAPEAKE EXPLORATION LP  | 8/30/2006  | MADISON | TX    | 843  | 146  | 51277 |
| TX2170092-001 | GLENN F MATHIS, ET UX          | DANIEL OIL COMPANY         | 2/10/1978  | MADISON | TX    | 221  | 370  | 65950 |
| TX2170093-020 | HENRY L & LETHA ROBERTA DRIVER | CHESAPEAKE EXPLORATION LLC | 7/13/2010  | MADISON | TX    | 1042 | 279  | 65415 |
| TX2170093-021 | LAWRENCE ALBERT FARRIS         | CHESAPEAKE EXPLORATION LLC | 7/13/2010  | MADISON | TX    | 1042 | 275  | 65414 |
| TX2170093-022 | RUBY LEE PURSWELL              | CHESAPEAKE EXPLORATION LLC | 7/13/2010  | MADISON | TX    | 1042 | 257  | 65409 |

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| TX2170093-023 | WANDA LOUISE TEEL              | CHESAPEAKE EXPLORATION LLC | 7/13/2010  | MADISON | TX    | 1047 | 108  | 65772 |
| TX2170093-024 | MARIJANE CARD                  | CHESAPEAKE EXPLORATION LLC | 9/1/2010   | MADISON | TX    | 1047 | 80   | 65765 |
| TX2170093-025 | DAISY R WILSON                 | CHESAPEAKE EXPLORATION LLC | 7/8/2010   | MADISON | TX    | 1042 | 267  | 65412 |
| TX2170093-026 | REBA WILSON LESTER             | CHESAPEAKE EXPLORATION LLC | 7/8/2010   | MADISON | TX    | 1042 | 283  | 65416 |
| TX2170093-027 | ALLEN ROSBROUGH                | CHESAPEAKE EXPLORATION LLC | 9/8/2010   | MADISON | TX    | 1052 | 343  | 66234 |
| TX2170093-028 | RICHARD ROSBROUGH, JR          | CHESAPEAKE EXPLORATION LLC | 9/8/2010   | MADISON | TX    | 1053 | 1    | 66235 |
| TX2170093-029 | MELISSA HEINRICH               | CHESAPEAKE EXPLORATION LLC | 9/8/2010   | MADISON | TX    | 1052 | 339  | 66233 |
| TX2170093-030 | ALMA FLO MATHEWSON LOWE        | CHESAPEAKE EXPLORATION LLC | 9/8/2010   | MADISON | TX    | 1047 | 92   | 65768 |
| TX2170093-031 | LISA KAY BRIMBERRY TOUCH       | CHESAPEAKE EXPLORATION LLC | 9/8/2010   | MADISON | TX    | 1053 | 5    | 66236 |
| TX2170093-032 | LA FAYE PRZYBYLSKI             | CHESAPEAKE EXPLORATION LLC | 8/18/2010  | MADISON | TX    | 1065 | 159  | 67146 |
| TX2170093-033 | BENJAMIN MATHEWSON             | CHESAPEAKE EXPLORATION LLC | 9/8/2010   | MADISON | TX    | 1047 | 96   | 65769 |
| TX2170093-034 | KARI B PHILLIPS                | CHESAPEAKE EXPLORATION LLC | 9/8/2010   | MADISON | TX    | 1047 | 100  | 65770 |
| TX2170093-035 | VELMA POOLE                    | CHESAPEAKE EXPLORATION LLC | 10/6/2010  | MADISON | TX    | 1065 | 163  | 67147 |
| TX2170093-036 | DARRELL LEE BRIMBERRY          | CHESAPEAKE EXPLORATION LLC | 9/8/2010   | MADISON | TX    | 1065 | 155  | 67145 |
| TX2170093-037 | DOUGLAS A FARRIS               | CHESAPEAKE EXPLORATION LLC | 1/11/2011  | MADISON | TX    | 1075 | 86   | 67916 |
| TX2170093-038 | WALLIE GUY                     | CHESAPEAKE EXPLORATION LLC | 1/13/2011  | MADISON | TX    | 1075 | 82   | 67915 |
| TX2170093-039 | WALLIE ELAINE FARRIS           | CHESAPEAKE EXPLORATION LLC | 1/13/2011  | MADISON | TX    | 1076 | 99   | 68007 |
| TX2170096-027 | JULIE A BAKER                  | CHESAPEAKE EXPLORATION LLC | 9/8/2010   | MADISON | TX    | 1052 | 331  | 66231 |
| TX2170099-001 | G NEWMAN, SR & ELIZABETH B POW | DALTEX ENERGY CO           | 1/15/1988  | MADISON | TX    | 342  | 423  | 96826 |
| TX2170100-001 | R G & DELORES ALLPHIN          | THOMAS L RICHARDSON        | 7/10/1987  | MADISON | TX    | 333  | 458  | 95070 |
| TX2170100-002 | DELBERT & MARY E HOVORAK       | THOMAS L RICHARDSON        | 7/11/1987  | MADISON | TX    | 333  | 475  | 95074 |
| TX2170101-001 | BONNIE DONAHO JOHNSON          | THOMAS L RICHARDSON        | 7/10/1987  | MADISON | TX    | 337  | 127  | 95578 |
| TX2170102-001 | GEARL DEAN & ANNIE C RASCO     | THOMAS L RICHARDSON        | 8/18/1987  | MADISON | TX    | 337  | 664  | 95725 |
| TX2170103-001 | JEAN DONAHO SUMMERS            | DALTEX ENERGY CO           | 12/7/1987  | MADISON | TX    | 340  | 873  | 96488 |
| TX2170104-001 | RONALD VANCE HOWARD, ET AL     | DALTEX ENERGY CO           | 12/3/1987  | MADISON | TX    | 341  | 711  | 96633 |
| TX2170104-002 | GLENN NEWMAN, JR & MONETTE POW | DALTEX ENERGY CO           | 12/2/1987  | MADISON | TX    | 341  | 715  | 96634 |
| TX2170105-001 | LAWRENCE J, SR & BERNICE MATHE | DALTEX ENERGY CO           | 1/8/1988   | MADISON | TX    | 342  | 10   | 96708 |
| TX2170106-001 | CHARLES E & MILDRED KINDT      | DALTEX ENERGY CO           | 1/6/1988   | MADISON | TX    | 342  | 14   | 96709 |
| TX2170107-001 | GASTON FARMER & BARBARA DONAHO | DALTEX ENERGY CO           | 12/7/1987  | MADISON | TX    | 344  | 108  | 97115 |
| TX2170108-001 | WAYNE MURRY & SHIRLEY J BLAND  | DALTEX ENERGY CO           | 12/8/1987  | MADISON | TX    | 340  | 857  | 96484 |
| TX2170109-001 | LEO J & JOSEPHINE CHMIELOWIEC  | DALTEX ENERGY CO           | 12/7/1987  | MADISON | TX    | 340  | 861  | 96485 |
| TX2170110-001 | LEONARD JAY PARKER             | DALTEX ENERGY CO           | 12/8/1987  | MADISON | TX    | 340  | 865  | 96486 |
| TX2170111-001 | LEONARD JENNINGS & GERALDINE B | DALTEX ENERGY CO           | 12/8/1987  | MADISON | TX    | 340  | 869  | 96487 |
| TX2170112-001 | JAMES MICHAEL & CHERYL A KIGER | DALTEX ENERGY CO           | 12/8/1987  | MADISON | TX    | 341  | 395  | 96552 |
| TX2170113-001 | DAVID A & DONELLA B MCCONKEY   | DALTEX ENERGY CO           | 12/14/1987 | MADISON | TX    | 341  | 402  | 96554 |
| TX2170114-001 | ROBERT GENE PARKER             | DALTEX ENERGY CO           | 12/8/1987  | MADISON | TX    | 341  | 406  | 96555 |
| TX2170115-001 | GLENN ALAN PARKER              | DALTEX ENERGY CO           | 12/8/1987  | MADISON | TX    | 341  | 719  | 96635 |
| TX2170116-001 | COPPER & CODY LLC              | CHESAPEAKE EXPLORATION LLC | 7/15/2010  | MADISON | TX    | 1042 | 271  | 65413 |
| TX2170116-002 | LEONARD & PATRICIA VOSS        | CHESAPEAKE EXPLORATION LLC | 7/15/2010  | MADISON | TX    | 1042 | 287  | 65417 |
| TX2170117-001 | GRAYFORE PARTNERS LP           | CHESAPEAKE EXPLORATION LLC | 7/21/2010  | MADISON | TX    | 1042 | 249  | 65406 |

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| TX2170117-002 | EULA MAY JOHNSTON TRUST        | CHESAPEAKE EXPLORATION LLC | 8/24/2010  | MADISON | TX    | 1047 | 112  | 65773    |
| TX2170117-003 | BETTY T JOHNSTON MARITAL TRUST | CHESAPEAKE EXPLORATION LLC | 7/14/2010  | MADISON | TX    | 1042 | 261  | 65410    |
| TX2170117-004 | THOMAS V MCMAHAN 1966 TRUST    | CHESAPEAKE EXPLORATION LLC | 7/21/2010  | MADISON | TX    | 1043 | 212  | 65493    |
| TX2170117-005 | GWINN MCMAHAN LEWIS INVESTMENT | CHESAPEAKE EXPLORATION LLC | 7/21/2010  | MADISON | TX    | 1042 | 251  | 65407    |
| TX2170117-006 | WILLIAM ROGERS                 | CHESAPEAKE EXPLORATION LLC | 8/11/2010  | MADISON | TX    | 1047 | 104  | 65771    |
| TX2170117-007 | VA JOHNSTON LTD                | CHESAPEAKE EXPLORATION LLC | 7/28/2010  | MADISON | TX    | 1042 | 265  | 65411    |
| TX2170118-001 | WILLIAM, III MIDDLETON & ET AL | CHESAPEAKE EXPLORATION LLC | 7/27/2010  | MADISON | TX    | 1042 | 253  | 65408    |
| TX2170119-001 | LARRY HIRSCH                   | CHESAPEAKE EXPLORATION LLC | 8/24/2010  | MADISON | TX    | 1047 | 88   | 65767    |
| TX2170120-001 | WILLARD CASTELLO               | CHESAPEAKE EXPLORATION LLC | 9/24/2010  | MADISON | TX    | 1065 | 167  | 67148    |
| TX2170120-002 | NOVA HANKINS                   | CHESAPEAKE EXPLORATION LLC | 10/7/2010  | MADISON | TX    | 1052 | 335  | 66232    |
| TX2170121-000 | MILDRED GARNER KUYKENDOLL      | CHESAPEAKE EXPLORATION LLC | 5/1/2011   | MADISON | TX    | 1103 | 150  | 70162    |
| TX2230471-000 | PAUL B MCKINNEY, ET AL         | CHESAPEAKE EXPLORATION LLC | 10/14/2010 | MADISON | TX    | 1059 | 180  | 66736    |
| TX2235959-001 | ROBIN CASEY                    | CHESAPEAKE EXPLORATION LLC | 9/1/2010   | MADISON | TX    | 1046 | 161  | 65683    |
| TX2236631-001 | DOROTHY SUE FLORIAN            | CHESAPEAKE EXPLORATION LLC | 8/30/2010  | MADISON | TX    | 1443 | 563  | 00373291 |
| TX2236631-002 | C B JR & JEAN G SMITH          | CHESAPEAKE EXPLORATION LLC | 7/27/2010  | MADISON | TX    | 1443 | 562  | 373290   |
| TX2236631-005 | EDWIN M & CYNTHIA R BLAZEK     | CHESAPEAKE EXPLORATION LLC | 12/8/2010  | MADISON | TX    | 1062 | 292  | 66972    |
| TX4180044-003 | SPOT B MCMAHAN ESTATE, ET AL   | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 139  | 64647    |
| TX4180044-004 | JOHNNIE ELMORE MCMAHAN, III    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 133  | 64646    |
| TX4180045-003 | SPOT B MCMAHAN ESTATE, ET AL   | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 204  | 64657    |
| TX4180045-004 | JOHNNIE E & VERA KAY MCMAHAN   | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 211  | 64658    |
| TX4180046-003 | SPOT B MCMAHAN ESTATE, ET AL   | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 191  | 64655    |
| TX4180046-004 | JOHNNIE ELMORE MCMAHAN, III    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 198  | 64656    |
| TX4180047-003 | SPOT B MCMAHAN ESTATE, ET AL   | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 184  | 64654    |
| TX4180047-004 | JOHNNIE ELMORE MCMAHAN, III    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 178  | 64653    |
| TX4180048-003 | SPOT B MCMAHAN ESTATE, ET AL   | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 171  | 64652    |
| TX4180048-004 | JOHNNIE ELMORE MCMAHAN, III    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 165  | 64651    |
| TX4180049-003 | SPOT BULLARD MCMAHAN ESTATE    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 217  | 64659    |
| TX4180049-004 | JOHNNIE ELMORE MCMAHAN, III    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 159  | 64650    |
| TX4180050-003 | SPOT B MCMAHAN ESTATE, ET AL   | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 120  | 64644    |
| TX4180050-004 | JOHNNIE ELMORE MCMAHAN, III    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 127  | 64645    |
| TX4180051-001 | SPOT BULLARD MCMAHAN ESTATE    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 146  | 64648    |
| TX4180051-002 | JOHNNIE ELMORE MCMAHAN, III    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 153  | 64649    |
| TX4180052-001 | SPOT B MCMAHAN ESTATE, ET AL   | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 231  | 64661    |
| TX4180052-002 | JOHNNIE ELMORE MCMAHAN, III    | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1031 | 224  | 64660    |
| TX4180053-000 | EDWARD L MCVEY                 | ENERGIA TEJAS, LLC         | 2/15/2010  | MADISON | TX    | 1014 | 49   | 63317    |
| TX4180054-000 | DOROTHY LOTTE                  | ENERGIA TEJAS, LLC         | 3/4/2010   | MADISON | TX    | 1014 | 172  | 63341    |
| TX4180055-000 | GLENN & OPAL A FERGUSON        | ENERGIA TEJAS, LLC         | 5/5/2010   | MADISON | TX    | 1022 | 26   | 63978    |
| TX4180056-000 | CHRISTINE MCVEY                | ENERGIA TEJAS, LLC         | 2/15/2010  | MADISON | TX    | 1014 | 47   | 63316    |
| TX4180057-000 | EDWARD L & JUDITH J MCVEY      | ENERGIA TEJAS, LLC         | 7/28/2008  | MADISON | TX    | 947  | 262  | 58435    |
| TX4180059-000 | EDWARD L MCVEY                 | ENERGIA TEJAS, LLC         | 3/10/2010  | MADISON | TX    | 1014 | 45   | 63315    |

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| TX4180060-000 | HOWARD & TAMMY HOLDER          | ENERGIA TEJAS, LLC         | 3/18/2010  | MADISON | TX    | 1022 | 219  | 64017 |
| TX4180061-000 | ROBERT J CAMPFIELD             | ENERGIA TEJAS, LLC         | 2/25/2010  | MADISON | TX    | 1022 | 7    | 63970 |
| TX4180062-000 | EARL BEARD                     | ENERGIA TEJAS, LLC         | 3/3/2010   | MADISON | TX    | 1022 | 213  | 64015 |
| TX4180063-000 | JAFREND A L ROBERTS            | ENERGIA TEJAS, LLC         | 2/26/2010  | MADISON | TX    | 1022 | 12   | 63971 |
| TX4180064-000 | DALTON T FOX                   | ENERGIA TEJAS, LLC         | 2/26/2010  | MADISON | TX    | 1022 | 14   | 63972 |
| TX4180065-000 | DALTON T FOX, ET AL            | ENERGIA TEJAS, LLC         | 2/26/2010  | MADISON | TX    | 1022 | 16   | 63973 |
| TX4180066-000 | DONALD H & GINNY ANDERSON      | ENERGIA TEJAS, LLC         | 3/12/2010  | MADISON | TX    | 1022 | 18   | 63974 |
| TX4180067-000 | THOMAS R BULLARD, ET AL        | ENERGIA TEJAS, LLC         | 4/1/2010   | MADISON | TX    | 1022 | 28   | 63979 |
| TX4180068-000 | THOMAS R & WILBURN C BULLARD I | ENERGIA TEJAS, LLC         | 4/1/2010   | MADISON | TX    | 1022 | 5    | 63969 |
| TX4180070-001 | ROBERT D MITCHELL              | ENERGIA TEJAS, LLC         | 3/8/2010   | MADISON | TX    | 1022 | 215  | 64016 |
| TX4180070-002 | SHIRLEY R MITCHELL             | ENERGIA TEJAS, LLC         | 3/18/2010  | MADISON | TX    | 1022 | 24   | 63977 |
| TX4180071-001 | WAYNE MCVEY                    | ENERGIA TEJAS, LLC         | 8/1/2008   | MADISON | TX    | 947  | 249  | 58430 |
| TX4180071-002 | MARGARET WELLS                 | ENERGIA TEJAS, LLC         | 8/1/2008   | MADISON | TX    | 947  | 247  | 58429 |
| TX4180072-001 | HELEN J THRASHER               | ENERGIA TEJAS, LLC         | 7/7/2008   | MADISON | TX    | 947  | 251  | 58431 |
| TX4180072-002 | GERALD RONALD MITCHELL         | ENERGIA TEJAS, LLC         | 7/28/2008  | MADISON | TX    | 947  | 259  | 58434 |
| TX4180073-001 | JAMES D & SANDRA L MOONEY      | ENERGIA TEJAS, LLC         | 3/16/2010  | MADISON | TX    | 1022 | 20   | 63975 |
| TX4180073-002 | PAUL R & MISTY CRAVEN          | ENERGIA TEJAS, LLC         | 3/16/2010  | MADISON | TX    | 1022 | 22   | 63976 |
| TX4180074-001 | ROBERT RICHIE MITCHELL         | ENERGIA TEJAS, LLC         | 7/28/2008  | MADISON | TX    | 947  | 256  | 58433 |
| TX4180075-001 | MATTIE SUE HAWKINS             | ENERGIA TEJAS, LLC         | 7/28/2008  | MADISON | TX    | 1099 | 216  | 69874 |
| TX4180075-002 | JAMES W ARTEBERRY              | ENERGIA TEJAS, LLC         | 8/22/2008  | MADISON | TX    | 947  | 241  | 58426 |
| TX4180075-003 | MELBA J HIGHTOWER-SMITH        | ENERGIA TEJAS, LLC         | 8/11/2008  | MADISON | TX    | 947  | 243  | 58427 |
| TX4180075-004 | LEMMA R & CLYDE N PARKER, SR   | ENERGIA TEJAS, LLC         | 9/8/2008   | MADISON | TX    | 947  | 239  | 58425 |
| TX4180075-007 | WINNE LAND & MINERALS, INC     | ENERGIA TEJAS, LLC         | 4/20/2009  | MADISON | TX    | 979  | 17   | 60720 |
| TX4180075-008 | CINDY THOMPSON                 | ENERGIA TEJAS, LLC         | 12/1/2008  | MADISON | TX    | 959  | 237  | 59263 |
| TX4180075-009 | RANDAL J FLOYD                 | ENERGIA TEJAS, LLC         | 12/1/2008  | MADISON | TX    | 959  | 231  | 59260 |
| TX4180075-010 | JOHN R FLOYD                   | ENERGIA TEJAS, LLC         | 12/1/2008  | MADISON | TX    | 959  | 229  | 59259 |
| TX4180075-011 | GENE P MORRIS                  | ENERGIA TEJAS, LLC         | 10/27/2008 | MADISON | TX    | 947  | 233  | 58422 |
| TX4180075-012 | GAYLEN R MORRIS                | ENERGIA TEJAS, LLC         | 10/27/2008 | MADISON | TX    | 1099 | 178  | 69864 |
| TX4180075-013 | JOHN A CLARK                   | ENERGIA TEJAS, LLC         | 10/27/2008 | MADISON | TX    | 959  | 243  | 59266 |
| TX4180075-014 | JANE M DAVIDSON                | ENERGIA TEJAS, LLC         | 1/1/2009   | MADISON | TX    | 959  | 235  | 59262 |
| TX4180075-015 | KIRBY L NASH, JR               | ENERGIA TEJAS, LLC         | 11/17/2008 | MADISON | TX    | 959  | 241  | 59265 |
| TX4180075-016 | SARA N FERGUSON                | ENERGIA TEJAS, LLC         | 11/17/2008 | MADISON | TX    | 959  | 233  | 59261 |
| TX4180075-017 | GERALD R MITCHELL              | ENERGIA TEJAS, LLC         | 7/28/2008  | MADISON | TX    | 947  | 254  | 58432 |
| TX4180075-018 | JERRY HIGHTOWER                | CHESAPEAKE EXPLORATION LLC | 10/8/2010  | MADISON | TX    | 1052 | 229  | 66193 |
| TX4180075-019 | BILLY GENE HIGHTOWER           | CHESAPEAKE EXPLORATION LLC | 3/24/2011  | MADISON | TX    | 1086 | 165  | 68853 |
| TX4180076-001 | O WALTON & JANEY D REYNOLDS    | BLANCO OIL AND GAS         | 7/21/2010  | MADISON | TX    | 1046 | 217  | 65705 |
| TX4180076-002 | MARLICE W & EDDIE C CLAYTON JR | CHESAPEAKE EXPLORATION LLC | 8/27/2010  | MADISON | TX    | 1046 | 209  | 65701 |
| TX4180076-003 | BARBARA WARD MANNING           | BLANCO OIL & GAS           | 9/4/2010   | MADISON | TX    | 1046 | 215  | 65704 |
| TX4180076-004 | PEGGY WARD & HOWELL M CANNON   | BLANCO OIL & GAS, LLC      | 9/3/2010   | MADISON | TX    | 1046 | 211  | 65702 |
| TX4180076-005 | MARIAN PEARL WARD              | BLANCO OIL & GAS, LLC      | 8/27/2010  | MADISON | TX    | 1046 | 213  | 65703 |

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| TX4180077-001 | JAIME & ARACELY GARCIA        | BLANCO OIL & GAS, LLC      | 8/5/2010   | MADISON | TX    | 1046 | 243  | 65715 |
| TX4180078-000 | DON R & BEVERLY HATCHER       | BLANCO OIL AND GAS         | 7/8/2010   | MADISON | TX    | 1046 | 257  | 65721 |
| TX4180079-001 | GARY P & VICKI L RAMSEY       | CHESAPEAKE EXPLORATION LLC | 7/28/2010  | MADISON | TX    | 1046 | 245  | 65716 |
| TX4180079-002 | WHITNEY T & LILLYE S SMITH    | BLANCO OIL & GAS           | 8/31/2010  | MADISON | TX    | 1046 | 262  | 65723 |
| TX4180079-003 | J R PARTEN RANCH TRUST        | BLANCO OIL & GAS, LLC      | 8/23/2010  | MADISON | TX    | 1046 | 229  | 65709 |
| TX4180080-000 | DUANE D & CATHERINE YOUNG     | BLANCO OIL & GAS, LLC      | 8/12/2010  | MADISON | TX    | 1046 | 248  | 65717 |
| TX4180081-000 | RACHEL ANN SHAW               | CHESAPEAKE EXPLORATION LLC | 7/29/2010  | MADISON | TX    | 1046 | 252  | 65719 |
| TX4180082-000 | RACHEL ANN SHAW               | BLANCO OIL & GAS, LLC      | 8/10/2010  | MADISON | TX    | 1046 | 250  | 65718 |
| TX4180083-001 | BILLY DON BATES               | BLANCO OIL & GAS, LLC      | 8/2/2010   | MADISON | TX    | 1046 | 239  | 65713 |
| TX4180083-002 | CHARLES BATES                 | BLANCO OIL & GAS, LLC      | 8/2/2010   | MADISON | TX    | 1046 | 237  | 65712 |
| TX4180084-001 | RIZZO OIL AND GAS, LTD        | BLANCO OIL & GAS           | 7/31/2010  | MADISON | TX    | 1046 | 254  | 65720 |
| TX4180084-002 | LADELL W MCADAMS              | BLANCO OIL AND GAS         | 9/28/2010  | MADISON | TX    | 1059 | 230  | 66754 |
| TX4180086-001 | DUANE D & CATHERINE YOUNG     | BLANCO OIL & GAS, LLC      | 8/23/2010  | MADISON | TX    | 1046 | 241  | 65714 |
| TX4180087-001 | GLOVER G & JUANITA REYNOLDS   | BLANCO OIL & GAS, LLC      | 8/9/2010   | MADISON | TX    | 1046 | 232  | 65710 |
| TX4180087-002 | ELROY HENRY                   | BLANCO OIL AND GAS         | 10/20/2010 | MADISON | TX    | 1059 | 149  | 66722 |
| TX4180087-003 | YVONNE STANLEY                | BLANCO OIL & GAS           | 10/20/2010 | MADISON | TX    | 1059 | 151  | 66723 |
| TX4180087-004 | LARRY & LA'NELL WINZER        | CHESAPEAKE EXPLORATION LLC | 10/20/2010 | MADISON | TX    | 1059 | 453  | 66724 |
| TX4180088-000 | WELDON LARRY & JANE WAKEFIELD | CHESAPEAKE EXPLORATION LLC | 7/16/2010  | MADISON | TX    | 1040 | 100  | 65251 |
| TX4180089-001 | JACK LEON FAMILY TRUST        | CHESAPEAKE EXPLORATION LLC | 8/27/2010  | MADISON | TX    | 1046 | 267  | 65725 |
| TX4180090-001 | WALTER WERNER KOERTH          | CHESAPEAKE EXPLORATION LLC | 9/3/2010   | MADISON | TX    | 1046 | 269  | 65726 |
| TX4180091-001 | MARY ANNE TRAPPEY MARSHALL    | CHESAPEAKE EXPLORATION LLC | 8/1/2010   | MADISON | TX    | 1046 | 259  | 65722 |
| TX4180091-002 | DAVID G WARD                  | BLANCO OIL AND GAS         | 8/23/2010  | MADISON | TX    | 1059 | 142  | 66719 |
| TX4180091-003 | TIM A WOELFEL                 | BLANCO OIL AND GAS         | 11/15/2010 | MADISON | TX    | 1059 | 207  | 66745 |
| TX4180092-001 | WINSTON TINSLEY               | CHESAPEAKE EXPLORATION LLC | 8/23/2010  | MADISON | TX    | 1046 | 285  | 65731 |
| TX4180093-001 | WINSTON TINSLEY               | CHESAPEAKE EXPLORATION LLC | 8/30/2010  | MADISON | TX    | 1046 | 288  | 65732 |
| TX4180094-001 | WALTER C & NANCY CLOPTON      | BLANCO OIL & GAS, LLC      | 9/9/2010   | MADISON | TX    | 1046 | 187  | 65692 |
| TX4180094-002 | CHARLES E HEATH SR            | CHESAPEAKE EXPLORATION LLC | 9/9/2010   | MADISON | TX    | 1046 | 185  | 65691 |
| TX4180094-003 | MARY ANN JONES                | BLANCO OIL & GAS, LLC      | 7/27/2010  | MADISON | TX    | 1046 | 219  | 65706 |
| TX4180094-004 | JOHN R KNIGHT                 | CHESAPEAKE EXPLORATION LLC | 7/27/2010  | MADISON | TX    | 1046 | 225  | 65708 |
| TX4180094-005 | JOHN H MALLARD                | CHESAPEAKE EXPLORATION LLC | 10/4/2010  | MADISON | TX    | 1052 | 226  | 66192 |
| TX4180094-006 | FREDERICK JAMES DOAK          | BLANCO OIL AND GAS         | 10/18/2010 | MADISON | TX    | 1059 | 100  | 66704 |
| TX4180094-007 | DENNIS ELLISON                | BLANCO OIL AND GAS         | 10/26/2010 | MADISON | TX    | 1059 | 103  | 66705 |
| TX4180094-008 | MICHAEL D MCKINNEY            | BLANCO OIL AND GAS         | 11/1/2010  | MADISON | TX    | 1059 | 97   | 66703 |
| TX4180094-009 | L L MURFF INTERESTS L L C     | CHESAPEAKE EXPLORATION LLC | 12/2/2010  | MADISON | TX    | 1064 | 225  | 67085 |
| TX4180094-010 | WILLIAM THOMAS HOLLEMAN       | CHESAPEAKE EXPLORATION LLC | 12/9/2010  | MADISON | TX    | 1077 | 80   | 68088 |
| TX4180094-011 | MARY JANE JONES               | CHESAPEAKE EXPLORATION LLC | 7/27/2010  | MADISON | TX    | 1077 | 69   | 68085 |
| TX4180094-012 | PAUL H TAUTENHAHN TEST TRUST  | CHESAPEAKE EXPLORATION LLC | 7/27/2010  | MADISON | TX    | 1077 | 73   | 68086 |
| TX4180094-013 | PAUL H TAUTENHAHN TEST TR     | CHESAPEAKE EXPLORATION LLC | 7/27/2010  | MADISON | TX    | 1077 | 77   | 68087 |
| TX4180094-014 | JOHN W TAUTENHAHN             | CHESAPEAKE EXPLORATION LLC | 2/28/2011  | MADISON | TX    | 1086 | 135  | 68841 |
| TX4180095-000 | GIBBS BROTHERS & COMPANY LP   | CHESAPEAKE EXPLORATION LLC | 9/9/2010   | MADISON | TX    | 1047 | 117  | 65775 |

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| TX4180096-000 | GIBBS BROTHERS & COMPANY LP    | CHESAPEAKE EXPLORATION LLC | 9/9/2010   | MADISON | TX    | 1047 | 114  | 65774 |
| TX4180097-000 | KEITH C & NICHOLE KETCHUM      | BLANCO OIL & GAS, LLC      | 9/28/2010  | MADISON | TX    | 1046 | 223  | 65707 |
| TX4180098-001 | CHARLEE WAKEFIELD PADRON       | BLANCO OIL & GAS, LLC      | 9/28/2010  | MADISON | TX    | 1046 | 207  | 65700 |
| TX4180098-002 | JAINA J WAKEFIELD              | BLANCO OIL & GAS, LLC      | 9/28/2010  | MADISON | TX    | 1046 | 203  | 65698 |
| TX4180098-003 | ROBERT CLINTON WAKEFIELD, III  | BLANCO OIL & GAS, LLC      | 9/28/2010  | MADISON | TX    | 1046 | 205  | 65699 |
| TX4180099-000 | NORMAN E RISINGER, JR          | BLANCO OIL & GAS, LLC      | 9/17/2010  | MADISON | TX    | 1046 | 189  | 65693 |
| TX4180102-000 | SANDRA G STANDLEY TRUST        | BLANCO OIL & GAS, LLC      | 9/29/2010  | MADISON | TX    | 1046 | 197  | 65696 |
| TX4180103-000 | W VAN WALKER, JR, ET AL        | BLANCO OIL & GAS, LLC      | 8/30/2010  | MADISON | TX    | 1046 | 200  | 65697 |
| TX4180104-001 | RUBY D HALL                    | BLANCO OIL AND GAS         | 8/10/2010  | MADISON | TX    | 1052 | 249  | 66203 |
| TX4180104-002 | ANNA MARIE KETCHUM             | BLANCO OIL AND GAS         | 8/10/2010  | MADISON | TX    | 1052 | 251  | 66204 |
| TX4180104-003 | PEARL G BELL                   | BLANCO OIL AND GAS         | 10/30/2010 | MADISON | TX    | 1059 | 155  | 66725 |
| TX4180104-004 | JOHN S & DANNEA K ERVI         | BLANCO OIL AND GAS         | 9/21/2010  | MADISON | TX    | 1059 | 144  | 66720 |
| TX4180105-001 | MARY ANN HOLLAND               | CHESAPEAKE EXPLORATION LLC | 10/8/2010  | MADISON | TX    | 1052 | 237  | 66197 |
| TX4180105-002 | SHARP 2009 FAMILY TRUST        | BLANCO OIL AND GAS         | 10/22/2010 | MADISON | TX    | 1052 | 233  | 66195 |
| TX4180105-003 | EUGENIA T & RICHARD JR, WELLES | CHESAPEAKE EXPLORATION LLC | 9/23/2010  | MADISON | TX    | 1052 | 235  | 66196 |
| TX4180106-001 | LARRY E & G REBECCA KRUMNOW    | CHESAPEAKE EXPLORATION LLC | 9/30/2010  | MADISON | TX    | 1052 | 253  | 66205 |
| TX4180106-002 | J R DOUGLAS DOWNARD            | CHESAPEAKE EXPLORATION LLC | 10/29/2010 | MADISON | TX    | 1059 | 165  | 66729 |
| TX4180107-000 | JACQUELINE ROGERS & JO FARRAR  | CHESAPEAKE EXPLORATION LLC | 9/13/2010  | MADISON | TX    | 1052 | 243  | 66200 |
| TX4180108-001 | SARAH THOMPSON SMITH           | CHESAPEAKE EXPLORATION LLC | 9/10/2010  | MADISON | TX    | 1052 | 247  | 66202 |
| TX4180108-002 | ELIZABETH ROBINSON HICKS       | CHESAPEAKE EXPLORATION LLC | 11/1/2010  | MADISON | TX    | 1059 | 163  | 66728 |
| TX4180109-001 | BILLY S & CAROLYN S BLOW       | CHESAPEAKE EXPLORATION LLC | 9/12/2010  | MADISON | TX    | 1052 | 241  | 66199 |
| TX4180109-002 | TERRY & CAROL SIMPSON          | CHESAPEAKE EXPLORATION LLC | 9/12/2010  | MADISON | TX    | 1052 | 239  | 66198 |
| TX4180110-000 | JAMES ELLIS & CAROLYN TAFT     | CHESAPEAKE EXPLORATION LLC | 10/19/2010 | MADISON | TX    | 1052 | 257  | 66207 |
| TX4180111-001 | DAVID G WARD                   | CHESAPEAKE EXPLORATION LLC | 8/23/2010  | MADISON | TX    | 1052 | 255  | 66206 |
| TX4180111-002 | JUANITA MCVEY BENNETT          | CHESAPEAKE EXPLORATION LLC | 12/3/2010  | MADISON | TX    | 1059 | 210  | 66746 |
| TX4180111-003 | EARLY RAY MCVEY                | CHESAPEAKE EXPLORATION LLC | 12/3/2010  | MADISON | TX    | 1064 | 106  | 67057 |
| TX4180111-004 | THELMA ESTELINE MCVEY ELLERBEE | CHESAPEAKE EXPLORATION LLC | 12/3/2010  | MADISON | TX    | 1064 | 237  | 67089 |
| TX4180111-005 | MARTHA RAY MCVEY PERCIVAL      | CHESAPEAKE EXPLORATION LLC | 12/3/2010  | MADISON | TX    | 1064 | 241  | 67091 |
| TX4180111-006 | BETTY ANN MCVEY TAYLOR         | CHESAPEAKE EXPLORATION LLC | 12/3/2010  | MADISON | TX    | 1064 | 239  | 67090 |
| TX4180111-007 | NORMA JEAN MCVEY KINGHAM       | CHESAPEAKE EXPLORATION LLC | 12/3/2010  | MADISON | TX    | 1064 | 217  | 67081 |
| TX4180112-001 | WILLIAM B & DEBORAH A CARTER   | CHESAPEAKE EXPLORATION LLC | 10/18/2010 | MADISON | TX    | 1052 | 259  | 66208 |
| TX4180112-002 | MARTIN L WATSON                | CHESAPEAKE EXPLORATION LLC | 3/1/2011   | MADISON | TX    | 1086 | 169  | 68855 |
| TX4180113-001 | OLIVIA R HOLCOMB TRUST         | CHESAPEAKE EXPLORATION LLC | 10/20/2010 | MADISON | TX    | 1052 | 224  | 66191 |
| TX4180114-000 | MARY BROD KARL                 | BLANCO OIL AND GAS         | 10/22/2010 | MADISON | TX    | 1052 | 231  | 66194 |
| TX4180115-000 | GYSLENE THOMPSON               | BLANCO OIL & GAS           | 10/22/2010 | MADISON | TX    | 1052 | 222  | 66190 |
| TX4180117-001 | JAMES C COLE                   | CHESAPEAKE EXPLORATION LLC | 10/20/2010 | MADISON | TX    | 1059 | 137  | 66717 |
| TX4180117-002 | WILLIAM CLIFFORD BLACKMON      | CHESAPEAKE EXPLORATION LLC | 12/10/2010 | MADISON | TX    | 1077 | 100  | 68097 |
| TX4180117-003 | WANDA BLACKMON                 | CHESAPEAKE EXPLORATION LLC | 12/10/2010 | MADISON | TX    | 1077 | 118  | 68106 |
| TX4180117-004 | FRANCIS NELL NARRO             | CHESAPEAKE EXPLORATION LLC | 2/1/2011   | MADISON | TX    | 1077 | 116  | 68105 |
| TX4180117-005 | CYNTHIA J GOOLSBY              | CHESAPEAKE EXPLORATION LLC | 2/1/2011   | MADISON | TX    | 1077 | 84   | 68089 |

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| TX4180117-006 | JOESPH WALLACE GOOLSBY         | CHESAPEAKE EXPLORATION LLC | 2/1/2011   | MADISON | TX    | 1077 | 86   | 68090 |
| TX4180118-000 | PATSY STRAWTHER, ET AL         | CHESAPEAKE EXPLORATION LLC | 10/6/2010  | MADISON | TX    | 1059 | 140  | 66718 |
| TX4180119-001 | ALAN, DIANE, & GLYNN TINSLEY   | BLANCO OIL & GAS           | 8/23/2010  | MADISON | TX    | 1059 | 131  | 66715 |
| TX4180119-002 | ANGELA HEATON MCBEE            | CHESAPEAKE EXPLORATION LLC | 9/22/2010  | MADISON | TX    | 1059 | 124  | 66712 |
| TX4180119-003 | DANIEL P HEATON, JR            | BLANCO OIL AND GAS         | 9/22/2010  | MADISON | TX    | 1059 | 126  | 66713 |
| TX4180119-004 | JASON HEATON                   | BLANCO OIL AND GAS         | 9/22/2010  | MADISON | TX    | 1059 | 122  | 66711 |
| TX4180119-005 | MARTY A HEATON                 | BLANCO OIL AND GAS         | 9/22/2010  | MADISON | TX    | 1059 | 128  | 66714 |
| TX4180119-006 | KELLY HEATON GARGIULO          | BLANCO OIL AND GAS         | 9/22/2010  | MADISON | TX    | 1064 | 235  | 67088 |
| TX4180119-007 | JONATHON HEATON                | CHESAPEAKE EXPLORATION LLC | 9/22/2010  | MADISON | TX    | 1064 | 223  | 67084 |
| TX4180121-001 | JOHN A BLACK                   | CHESAPEAKE EXPLORATION LLC | 8/27/2010  | MADISON | TX    | 1059 | 167  | 66730 |
| TX4180121-002 | GEORGE & GAYE WELLS            | CHESAPEAKE EXPLORATION LLC | 9/28/2010  | MADISON | TX    | 1059 | 169  | 66731 |
| TX4180121-003 | GEORGE T WATERS                | CHESAPEAKE EXPLORATION LLC | 11/16/2010 | MADISON | TX    | 1064 | 221  | 67083 |
| TX4180122-001 | WALTER C & NANCY CLOPTON       | CHESAPEAKE EXPLORATION LLC | 10/29/2010 | MADISON | TX    | 1059 | 160  | 66727 |
| TX4180122-002 | CHARLES E HEATH, SR            | BLANCO OIL AND GAS         | 11/11/2010 | MADISON | TX    | 1059 | 174  | 66733 |
| TX4180123-000 | HUBERT ROSS GARRETT            | CHESAPEAKE EXPLORATION LLC | 11/3/2010  | MADISON | TX    | 1059 | 147  | 66721 |
| TX4180124-000 | RAY MCVEY                      | CHESAPEAKE EXPLORATION LLC | 10/20/2010 | MADISON | TX    | 1059 | 157  | 66726 |
| TX4180125-000 | MICHEAL C DISHONGH             | BLANCO OIL AND GAS         | 11/15/2010 | MADISON | TX    | 1059 | 171  | 66732 |
| TX4180126-001 | MARCIA ANNE FERGUSON           | BLANCO OIL AND GAS         | 11/11/2010 | MADISON | TX    | 1059 | 116  | 66709 |
| TX4180126-002 | NANCY DIANE FERGUSON & DONALD  | BLANCO OIL AND GAS         | 11/11/2010 | MADISON | TX    | 1059 | 110  | 66707 |
| TX4180126-003 | MARY HELEN & JAMES PLANCHARD   | BLANCO OIL AND GAS         | 11/11/2010 | MADISON | TX    | 1059 | 113  | 66708 |
| TX4180126-004 | DONALD C & PAULA J FERGUSON    | CHESAPEAKE EXPLORATION LLC | 11/29/2010 | MADISON | TX    | 1059 | 107  | 66706 |
| TX4180126-005 | EQUITY TRUST COMPANY           | CHESAPEAKE EXPLORATION LLC | 11/29/2010 | MADISON | TX    | 1077 | 138  | 68114 |
| TX4180127-001 | MAC L & WANDA MANNING          | BLANCO OIL & GAS           | 11/3/2010  | MADISON | TX    | 1059 | 177  | 66734 |
| TX4180127-002 | TOMMIE JO MANNING, ET AL       | CHESAPEAKE EXPLORATION LLC | 12/13/2010 | MADISON | TX    | 1059 | 119  | 66710 |
| TX4180128-001 | GERALD L & CHERYL L ALLDAY     | BLANCO OIL AND GAS         | 10/13/2010 | MADISON | TX    | 1059 | 192  | 66738 |
| TX4180129-000 | DONALD & PAULA C FERGUSON      | CHESAPEAKE EXPLORATION LLC | 11/29/2010 | MADISON | TX    | 1059 | 198  | 66741 |
| TX4180130-001 | DONALD C MANLEY                | CHESAPEAKE EXPLORATION LLC | 11/18/2010 | MADISON | TX    | 1059 | 190  | 66737 |
| TX4180131-001 | JAY TIMOTHY MORGAN             | BLANCO OIL AND GAS         | 11/15/2010 | MADISON | TX    | 1059 | 194  | 66739 |
| TX4180131-002 | JOHN PAUL MORGAN               | BLANCO OIL AND GAS         | 11/15/2010 | MADISON | TX    | 1059 | 196  | 66740 |
| TX4180131-003 | LOUIS WEBB                     | BLANCO OIL AND GAS         | 11/11/2010 | MADISON | TX    | 1059 | 226  | 66752 |
| TX4180132-000 | JAMES E THOMPSON               | CHESAPEAKE EXPLORATION LLC | 11/12/2010 | MADISON | TX    | 1059 | 200  | 66742 |
| TX4180133-001 | KATHY L HENDERSON              | CHESAPEAKE EXPLORATION LLC | 11/17/2010 | MADISON | TX    | 1059 | 233  | 66755 |
| TX4180134-001 | LADELL W MCADAMS               | CHESAPEAKE EXPLORATION LLC | 9/28/2010  | MADISON | TX    | 1059 | 203  | 66743 |
| TX4180134-002 | DENNIS L & SANDRA WESTMORELAND | BLANCO OIL AND GAS         | 9/14/2010  | MADISON | TX    | 1059 | 134  | 66716 |
| TX4180135-000 | WENDELL ORAN MOSLEY            | CHESAPEAKE EXPLORATION LLC | 11/9/2010  | MADISON | TX    | 1059 | 228  | 66753 |
| TX4180136-000 | EDWARD C & BETTY J DISHONGH    | CHESAPEAKE EXPLORATION LLC | 12/6/2010  | MADISON | TX    | 1059 | 234  | 66756 |
| TX4180137-001 | EDWARD C & BETTY J DISHONGH    | CHESAPEAKE EXPLORATION LLC | 12/6/2010  | MADISON | TX    | 1059 | 224  | 66751 |
| TX4180137-002 | SALLY S KNIGHT                 | CHESAPEAKE EXPLORATION LLC | 12/6/2010  | MADISON | TX    | 1059 | 215  | 66748 |
| TX4180137-003 | DANIEL T SINGLETARY            | CHESAPEAKE EXPLORATION LLC | 12/6/2010  | MADISON | TX    | 1059 | 218  | 66749 |
| TX4180137-004 | JON SCOTT SINGLETARY           | CHESAPEAKE EXPLORATION LLC | 12/6/2010  | MADISON | TX    | 1059 | 221  | 66750 |

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| TX4180137-005 | MARY J SLOAN                   | CHESAPEAKE EXPLORATION LLC    | 12/6/2010  | MADISON | TX    | 1059 | 212  | 66747 |
| TX4180138-001 | R E WISE                       | BLANCO OIL AND GAS            | 11/8/2010  | MADISON | TX    | 1059 | 205  | 66744 |
| TX4180138-002 | MDR ENTERPRISES, INC           | CHESAPEAKE EXPLORATION LLC    | 11/22/2010 | MADISON | TX    | 1064 | 229  | 67086 |
| TX4180139-001 | AGNES BRIDGMAN                 | CHESAPEAKE EXPLORATION, LLC   | 12/21/2010 | MADISON | TX    | 1064 | 211  | 67078 |
| TX4180139-002 | CHRIST CHURCH CATHEDRAL        | CHESAPEAKE EXPLORATION LLC    | 11/29/2010 | MADISON | TX    | 1064 | 219  | 67082 |
| TX4180139-003 | WELLS RESOURCES, INC           | CHESAPEAKE EXPLORATION LLC    | 11/29/2010 | MADISON | TX    | 1064 | 213  | 67079 |
| TX4180139-004 | HOUSTON LIGHTHOUSE             | CHESAPEAKE EXPLORATION LLC    | 12/28/2010 | MADISON | TX    | 1077 | 90   | 68092 |
| TX4180140-000 | JAMES E & JULIE P DIPPEL       | CHESAPEAKE EXPLORATION LLC    | 12/16/2010 | MADISON | TX    | 1064 | 232  | 67087 |
| TX4180141-000 | NELLIE RUTH LYNCH              | CHESAPEAKE EXPLORATION LLC    | 12/13/2010 | MADISON | TX    | 1064 | 215  | 67080 |
| TX4180142-000 | MORRIS WESTMORELAND            | CHESAPEAKE EXPLORATION LLC    | 12/3/2010  | MADISON | TX    | 1064 | 243  | 67092 |
| TX4180143-000 | MIKE & TENNIE WATKINS, ET AL   | ENERGIA TEJAS, L.L.C.         | 4/28/2010  | MADISON | TX    | 1028 | 214  | 64438 |
| TX4180144-001 | MICHAEL C DISHONGH             | CHESAPEAKE EXPLORATION LLC    | 12/20/2010 | MADISON | TX    | 1077 | 135  | 68113 |
| TX4180145-001 | GRACE LAVONE FICKEY            | CHESAPEAKE EXPLORATION LLC    | 12/7/2010  | MADISON | TX    | 1077 | 133  | 68112 |
| TX4180146-001 | STEVE & CANDACE HENNINGTON     | CHESAPEAKE EXPLORATION LLC    | 12/7/2010  | MADISON | TX    | 1077 | 131  | 68111 |
| TX4180147-000 | NELLIE RUTH LYNCH              | CHESAPEAKE EXPLORATION LLC    | 12/17/2010 | MADISON | TX    | 1077 | 120  | 68107 |
| TX4180148-001 | LILA D & CASEY LEE ROBERTSON   | CHESAPEAKE EXPLORATION LLC    | 1/19/2011  | MADISON | TX    | 1077 | 122  | 68108 |
| TX4180148-002 | ELIZABETH C WARD               | CHESAPEAKE EXPLORATION LLC    | 1/19/2011  | MADISON | TX    | 1077 | 128  | 68110 |
| TX4180148-003 | SONJA KIM WARD                 | CHESAPEAKE EXPLORATION LLC    | 1/19/2011  | MADISON | TX    | 1077 | 125  | 68109 |
| TX4180148-004 | DARREL C WARD                  | CHESAPEAKE EXPLORATION LLC    | 1/19/2011  | MADISON | TX    | 1077 | 98   | 68096 |
| TX4180149-001 | JOHN A CLARK                   | CHESAPEAKE EXPLORATION LLC    | 1/19/2011  | MADISON | TX    | 1077 | 104  | 68099 |
| TX4180149-003 | EDWARD L CLARK                 | CHESAPEAKE EXPLORATION LLC    | 1/19/2011  | MADISON | TX    | 1077 | 102  | 68098 |
| TX4180149-004 | MICHAEL L CLARK                | CHESAPEAKE EXPLORATION LLC    | 1/19/2011  | MADISON | TX    | 1077 | 108  | 68101 |
| TX4180150-001 | BARBARA ANN SISK               | CHESAPEAKE EXPLORATION LLC    | 1/3/2011   | MADISON | TX    | 1077 | 114  | 68104 |
| TX4180150-002 | DAVID G WARD                   | CHESAPEAKE EXPLORATION LLC    | 1/3/2011   | MADISON | TX    | 1077 | 110  | 68102 |
| TX4180150-003 | DONALD W WARD                  | CHESAPEAKE EXPLORATION LLC    | 1/3/2011   | MADISON | TX    | 1077 | 112  | 68103 |
| TX4180419-002 | MATTHEW A CLARK                | CHESAPEAKE EXPLORATION LLC    | 1/19/2011  | MADISON | TX    | 1077 | 106  | 68100 |
| TX4180420-001 | GRACE E VANCE AKA GRACE HARPER | CHESAPEAKE EXPLORATION LLC    | 3/1/2011   | MADISON | TX    | 1077 | 88   | 68091 |
| TX4180420-002 | JACK LEON COLE FAMILY TRUST    | CHESAPEAKE EXPLORATION LLC    | 3/3/2011   | MADISON | TX    | 1086 | 167  | 68854 |
| TX4180421-001 | LEAMON RAYE & LAURISA CARROLL  | CHESAPEAKE EXPLORATION LLC    | 3/7/2011   | MADISON | TX    | 1077 | 58   | 68080 |
| TX4180422-001 | WALTER C & NANCY CLOPTON       | CHESAPEAKE EXPLORATION LLC    | 3/3/2011   | MADISON | TX    | 1095 | 275  | 69529 |
| TX4180422-002 | CHARLES E HEATH SR             | CHESAPEAKE EXPLORATION LLC    | 3/1/2011   | MADISON | TX    | 1095 | 278  | 69530 |
| TX4180423-001 | WILMA J MONTGOMERY             | CHESAPEAKE EXPLORATION LLC    | 2/22/2011  | MADISON | TX    | 1077 | 63   | 68082 |
| TX4180423-002 | ALAN L & DIANE S TINSLEY       | CHESAPEAKE EXPLORATION LLC    | 2/17/2011  | MADISON | TX    | 1086 | 171  | 68856 |
| TX4180424-000 | OTIS W & BETTY L MORGAN        | CHESAPEAKE EXPLORATION LLC    | 2/8/2011   | MADISON | TX    | 1077 | 61   | 68081 |
| TX4180425-001 | MELVIN RAY MOSLEY              | CHESAPEAKE EXPLORATION LLC    | 2/3/2011   | MADISON | TX    | 1077 | 65   | 68083 |
| TX4180426-000 | JAMES B & LETTIE D PATE        | CHESAPEAKE EXPLORATION LLC    | 2/16/2011  | MADISON | TX    | 1077 | 67   | 68084 |
| TX4180427-001 | BILLY DON BATES                | CHESAPEAKE EXPLORATION LLC    | 3/25/2011  | MADISON | TX    | 1086 | 161  | 68851 |
| TX4180427-002 | CHARLES B BATES                | CHESAPEAKE EXPLORATION LLC    | 3/25/2011  | MADISON | TX    | 1086 | 163  | 68852 |
| TX4180428-001 | NANCY HUMMEL                   | CHESAPEAKE EXPLORATION LLC    | 3/3/2011   | MADISON | TX    | 1086 | 139  | 68842 |
| TX4180430-001 | DOROTHY NELL TROSTMAN          | DECKER ENERGY INVESTMENTS, LP | 10/8/2010  | MADISON | TX    | 1056 | 105  | 66502 |

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| TX4180431-001 | JOE HENDERSON, JR              | DECKER ENERGY INVESTMENTS, LP | 1/26/2011  | MADISON | TX    | 1072 | 104  | 67657 |
| TX4180432-001 | MICHAEL HAAG                   | DECKER ENERGY INVESTMENTS, LP | 3/8/2011   | MADISON | TX    | 1078 | 323  | 68223 |
| TX4180433-001 | JAIME & GRACIELA MARTINEZ      | DECKER ENERGY INVESTMENTS, LP | 2/25/2011  | MADISON | TX    | 1072 | 107  | 67658 |
| TX4180434-001 | MELVIN EUGENE & GERALDINE HAHN | DECKER ENERGY INVESTMENTS, LP | 12/10/2010 | MADISON | TX    | 1066 | 303  | 67261 |
| TX4180435-000 | JAMES ETHEL HUSKEY, ET AL      | DECKER ENERGY INVESTMENTS, LP | 10/3/2011  | MADISON | TX    | 1116 | 198  | 71253 |
| TX4180436-001 | BRENDA HAAG NICHOL             | DECKER ENERGY INVESTMENTS, LP | 3/8/2011   | MADISON | TX    | 1078 | 329  | 68225 |
| TX4180436-002 | RONALD HAAG                    | DECKER ENERGY INVESTMENTS, LP | 3/8/2011   | MADISON | TX    | 1078 | 326  | 68224 |
| TX4180436-003 | HELEN COLWELL VICE             | DECKER ENERGY INVESTMENTS, LP | 1/10/2011  | MADISON | TX    | 1072 | 115  | 67660 |
| TX4180436-004 | WALDINE B COLWELL              | DECKER ENERGY INVESTMENTS, LP | 1/10/2011  | MADISON | TX    | 1072 | 100  | 67656 |
| TX4180436-005 | NORMAN RISINGER                | DECKER ENERGY INVESTMENTS, LP | 3/8/2011   | MADISON | TX    | 1078 | 320  | 68222 |
| TX4180436-006 | GARVICE RISINGER               | DECKER ENERGY INVESTMENTS, LP | 3/8/2011   | MADISON | TX    | 1078 | 332  | 68226 |
| TX4180436-007 | JAMES CHARLES WADDELL          | DECKER ENERGY INVESTMENTS, LP | 3/8/2011   | MADISON | TX    | 1083 | 103  | 68600 |
| TX4180436-008 | DEBORAH JEAN SANFORD-MATHEWS   | DECKER ENERGY INVESTMENTS, LP | 3/8/2011   | MADISON | TX    | 1083 | 106  | 68601 |
| TX4180437-000 | BILLY GENE & ETHEL E NESMITH   | DECKER ENERGY INVESTMENTS, LP | 1/26/2011  | MADISON | TX    | 1072 | 123  | 67662 |
| TX4180438-001 | WILLIAM D MARSHALL, ET AL      | DECKER ENERGY INVESTMENTS, LP | 12/10/2010 | MADISON | TX    | 1066 | 316  | 67264 |
| TX4180439-000 | JAMES E & JOYCE GRAY HILL      | DECKER ENERGY INVESTMENTS, LP | 1/7/2011   | MADISON | TX    | 1066 | 299  | 67260 |
| TX4180440-000 | TOMMY & SHAWNA NESMITH         | DECKER ENERGY INVESTMENTS, LP | 1/26/2011  | MADISON | TX    | 1072 | 111  | 67659 |
| TX4180441-001 | DONNA HENDERSON & LEE ANN HYDE | DECKER ENERGY INVESTMENTS, LP | 10/8/2010  | MADISON | TX    | 1056 | 101  | 66501 |
| TX4180442-001 | LAVERNE VAN SHELLENBECK        | DECKER ENERGY INVESTMENTS, LP | 1/6/2011   | MADISON | TX    | 1066 | 292  | 67258 |
| TX4180443-000 | NORMA B GONZALES REV LIV TRUST | DECKER ENERGY INVESTMENTS, LP | 12/29/2010 | MADISON | TX    | 1066 | 295  | 67259 |

END OF EXHIBIT

After Recording Return To:  
**Energy & Exploration Partners, LLC**  
P.O. Box 471428  
Fort Worth, Texas 78147

Page 13 of 13

STATE OF TEXAS  
COUNTY OF MADISON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Madison County, Texas.

HONORABLE CHARLOTTE BARRETT, COUNTY CLERK  
Madison County, TEXAS

Document Number: 80558

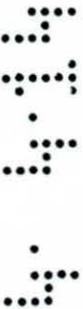
Amount: 108.00

Receipt Number: 12519

Vol: 1246 Page: 152

Recorded: Apr 12, 2013 at 10:11A

By,  
Julia Arizpe, Deputy



Doc BK Vol Pg  
80558 DR 1246 175

7.

File No. MF 116505  
Adjacent lease schedule

Date Filed: 4/2/14  
Jerry E. Patterson, Commissioner

By SSD



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 15, 2014

Mr. Craig Paynter  
Onshore Land Services  
8205 Camp Bowie, Suite 203  
Fort Worth, TX 76116

**Re: State of Texas HROW Lease # MF 116505** *(please make reference to this number in all correspondence with the GLO regarding your lease)*

Dear Mr. Paynter,

Enclosed you will find an original executed Highway Right of Way lease in Madison 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,

Susan Draughn  
Energy Resources  
Mineral Leasing  
512-463-6521  
susan.draughn@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](http://glo.texas.gov)

8.

File No. MF 116505  
Final Letter

Date Filed: 5/15/14  
Jerry E. Patterson, Commissioner

By SSD

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

April 11, 2014

Craig Paynter  
Onshore Land Services  
8205 Camp Bowie West, Suite 203  
Fort Worth, Texas 76116

Re: 1.4272 acres, more or less, described as a portion of the South One-Half (S/2) of Old San Antonio Road (OSR), located in the Eli Fenn League, A-96, in Madison County, TX

Dear Mr. Paynter:

Your company, on behalf of your client, Energy & Exploration Partners, LLC, 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, Energy & Exploration Partners, LLC, 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 May 6, 2014.

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

9.

File No. MF 116505

GLO letter, re: Recommend approval of application

Date Filed: 4/11/14

Jerry E. Patterson, Commissioner

By SSD

WAIVER OF PREFERENTIAL RIGHT TO LEASE  
HIGHWAY RIGHT OF WAY

STATE OF TEXAS

COUNTY OF Madison

The undersigned, being the owner of the right to explore for, develop and produce oil and gas (mineral rights or leasehold) from the lands adjoining that portion of \_\_\_\_\_  
Old San Antonio Road (OSR) situated in Madison County, Texas,  
[common name(s) of highway or roadway]

as described in Exhibit "A" attached hereto and incorporated by reference, does hereby  
waive any preferential right to lease said portion of the right-of-way for oil and gas  
pursuant to Chapter 32, Texas Natural Resources Code.

Executed this 10th day of April, 2014.

Ernest J. LaFlure

By: Ernest J. LaFlure  
Vice-President and General Manager

*RLA*

STATE OF TEXAS

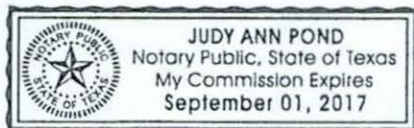
COUNTY OF SMITH

BEFORE ME, the undersigned authority, on this day personally appeared  
Ernest J. LaFlure known to me to be the person  
whose name is subscribed to the foregoing instrument, and acknowledged to me that  
they executed the same for the purposes expressed herein.

Given under my hand and seal of office this 11th day of April, 2014.

Judy Ann Pond

By: \_\_\_\_\_  
Notary Public in and for the State of Texas.



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## **EXHIBIT "A"**

1.4272 acres of land, more or less, being a portion of Old San Antonio Road (OSR), out of the Eli Fenn League, Abstract No. 96, Madison County, Texas, consisting of both the original section of road, for which there are no Right-of-Way Deeds, and the expansion thereof as described in that certain Right of Way Deed dated April 15, 1930, from J. B. Sawtell to the State of Texas, recorded in Volume 40, Page 372, Deed Records, Madison County, Texas.

File No. MF 116505

Waiver of Preferential Right to Lease

Date Filed: 4/11/14

Jerry E. Patterson, Commissioner

By SSP