

from asserting or claiming any right to additional rentals or interest in any additional rental or amounts claimed to be due as rents for the period ending February 29, 1948; it being ordered and being found by the Court that the amount of rentals paid into the Registry of the Court by the plaintiff as aforesaid is the true and correct amount of all rentals to which the said defendant Fred Whitaker is entitled to receive, to and including February 29, 1948.

V.

That all costs of this proceeding be adjudged against the defendant Fred Whitaker, for which the Clerk may have execution.

VI.

That all relief in plaintiff's complaint and in the defendants' cross action and counter claim herein specifically granted is hereby expressly denied.

To which action of the Court the defendants excepted in open Court and gave notice of appeal to the Circuit Court of the United States for the Fifth Circuit at New Orleans, Louisiana.

s/ T. WHITFIELD DAVIDSON  
Judge

Approved as to form:

SLOAN BLAIR  
CANTY, HANGER, McMAHON, McKNIGHT & JOHNSON  
BY: s/ CARLISLE CRAVENS  
Attorneys for Plaintiff.

s/ FRED WHITAKER  
Attorney for Joe Ben Fite and Pro. Se.

A True Copy I certify.

(L. S.)

RUTH B. HEAD, CLERK  
By: DAVE M. PRICE Deputy

Recorded March 8, 1948, at 12:25 o'clock P. M.

Pink B. Matthews, County Clerk, PCT  
rnYb

No. 46755

WALTER DUPRIEST, ET UX

Filed for Record February 19, 1948

TO: WARRANTY DEED

At 12 o'clock Noon

ELVIS B. MATTHEWS, ET AL

Pink B. Matthews, County Clerk, PCT

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PANOLA:

That we, Sallie Dupriest and husband, Walter Dupriest, of the County of Panola, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to us in hand paid by Elvis B. Matthews, Milford William Matthews, and Alex D. Matthews; 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 Elvis B. Matthews, Milford William Matthews and Alex D. Matthews of the County of Panola, State of Texas, subject to the reservation below made, all our interest in and to the following described tracts of land:

FIRST TRACT: 53 acres of land, more or less, a part of the A. DuBoise Survey, Panola County, Texas, and being the same tract of land more fully described in that certain deed from J. V. Bowen, et ux, to J. P. Bell, dated December 27, 1893, and recorded in Vol. 82, page 290, Deed Records of Panola County, Texas;

SECOND TRACT: 6 acres of land, more or less, a part of the A. DuBoise Survey, Panola County, Texas, and being the same tract of land more particularly described in that certain deed from George S. Bowen, et ux, to J. P. Bell, dated December 19, 1910, and recorded in Vol. 82, page 291, Deed Records of Panola County, Texas;

THIRD TRACT: 6.5 acres of land, more or less, a part of the A. DuBoise Survey, Panola County, Texas, and being the "First Tract" more fully described in that certain deed from James B. Dellany, et ux, to J. P. Bell, dated December 6, 1906, and recorded in Vol. 82, page 292, Deed Records of Panola County, Texas;

FOURTH TRACT: 50 acres of land, more or less, a part of the A. DuBoise Survey, Panola County, Texas, and being the "Second Tract" more fully described in that certain deed from James B. Dellany, et ux, to J. P. Bell, dated December 6, 1906, and recorded in Volume 82, page 292, Deed Records of Panola County, Texas.

Reference is here made to all of the above mentioned instruments and their record for all purposes.

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 Elvis B. Matthews, Milford William Matthews and Alex D. Matthews, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Elvis B. Matthews, Milford William Matthews, and Alex D. Matthews, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof. Except, however, that the grantors herein reserve, and it is hereby expressly agreed that they shall have, for themselves and their assigns, the full possession, benefit and use of the above-described premises, as well as of the rents, issues and profits thereof, for and during the natural life of Sallie Dupriest and upon her death said estate shall cease.

Witness our hands at Carthage, Texas this 19 day of February, A. D. 1948.

SALLIE DUPRIEST  
WALTER DUPRIEST

THE STATE OF TEXAS;  
COUNTY OF PANOLA :

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of February, A. D. 1948.

(L.S.) NEAL POWERS, JR.  
Notary Public, Panola County, Texas.

Recorded March 9, 1948, at 8:35 o'clock A. M. Pink B. Matthews, County Clerk, PCT  
mfu

No. 46756

ERNEST WALLACE, ET UX : Filed for Record February 19, 1948  
TO WARRANTY DEED : At 3:45 o'clock P. M.  
CHARLES ERNEST WALLACE : Pink B. Matthews, County Clerk, PCT

STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF PANOLA:

That we, Ernest Wallace and wife, Winnie Davis Wallace, of the City of Henderson, County of Rusk, State of Texas, and that Winnie Davis Wallace joined by her husband, Ernest Wallace, in each case herein being the same two people, for an in consideration of the filial love and affection that parents hold for a child, do hereby grant and give and by these presents do grant and give and convey unto our son, a minor of the age of 15 years, Charles Ernest Wallace, of the County of Rusk, State of Texas, all those certain tracts or parcels of land situated in the County of Panola, State of Texas, a part of the John McAdams Survey, described in those certain deeds, recorded in the County of Panola in Vol. 111, p. 50. in Vol. 136, p. 591; in Vol. 219, p. 418; in Vol. 138, p. 592, in Vol. 138, p. 593; in Vol. 25, p. 330, in Vol. 138, p. 594; and Vol. 30, p. 195, of the Deed Records of Panola County, Texas, and described more particularly by tracts according to the instruments conveying said tracts to the grantors herein and described as follows to-wit:

Tract 1 - (ref. Vol. 138, p. 591)- Panola County, Texas "All that certain 69 4/10 acres of the John McAdams League Survey in Panola County, Texas, part of the 161 3/10 acres described in Trust Deed recorded in Vol. 19 on page 541, Trust Deed Records, and being the lower or South 69 4/10 acres, and thus described: Beginning at the N. E. corner of the A. B. Wallace 150 acre tract at a large corner fence post, a Hed O. bro. N 35 W 4 vrs, 80 840V 3 vrs mkd. X; Thence S33E 318 vrs. to another corner; Thence South with East line of Wallace and west line of said 161 3/10 acres to the channel of Murvalle Bayout, the S. W. corner of said 161 3/10 acre tract; Thence down the channel of Murvalle as shown on field notes of said Trust Deed to the S. W. corner of J. M. Hudnan S. W.

The State of Texas,

VOL 572 PAGE 132

County of PANOLA

} Know All Men by These Presents:

That We, ALEX MATTHEWS of Harwood, North Dakota, EDNA MATTHEWS, ANNETTE HARTSFIELD, MARY JONES and FANNIE BELL MATTHEWS,

of the County of Desha State of Arkansas for and in consideration  
of the sum of

ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE (\$1,875.00) DOLLARS  
and other good and valuable considerations  
to us in hand paid by

WILLIAM M. MATTHEWS and wife, AGNES MATTHEWS as follows:  
cash in hand paid, 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

WILLIAM M. MATTHEWS and wife, AGNES MATTHEWS  
of the County of Harrison State of Texas

~~XXXXXXXXXXXX~~

all of our undivided interest in and to 16 acres, a part of the A. DuBoise Survey, a part of the land deeded by J. W. Bowen et ux to J. P. Bell on April 27, 1893, as recorded in Volume 82, Page 290, Deed Records of Panola County, Texas, and described by metes and bounds as follows:

BEGINNING at the Southwest corner of said tract;

THENCE S 68 E 135 vrs, a stake;

THENCE N 55 E 417 vrs, a stake in the South boundary line  
of said tract;

THENCE W 370 vrs, stake in old Boards Road;

THENCE N 16 E 124 vrs, a stake in said road;

THENCE W 170 vrs, stake in West boundary line of said  
tract;

THENCE S 5 E 321 vrs to place of beginning, being Block 1  
of said division, containing 16 acres of land;

being the same land described in that certain warranty deed from Maude Patty, et al to Tinnie DuPriest, dated April 20, 1937, and recorded in Volume 135, Page 579, Deed Records of Panola County, Texas; and also being the same land as described in that certain warranty deed from Sallie DuPriest, et vir, to Elvis B. Matthews, et al, dated February 19, 1948 and recorded in Volume 254, Page 387, Deed Records of Panola County, Texas, to which deeds and records reference is here made for all purposes;

SAVE AND EXCEPT all oil, gas and other minerals, which are hereby expressly reserved by Grantors.

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

WILLIAM M. MATTHEWS and wife, AGNES MATTHEWS, their heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

WILLIAM M. MATTHEWS and wife, AGNES MATTHEWS, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hand & at  
this 13<sup>th</sup> day of June, 1974.

~~Witnesses to grant of Grantor~~  
x Jr Anne Bell Matthews  
Fannie Bell Matthews

Alex Matthews  
Alex Matthews  
Edna Matthews  
Edna Matthews  
Annette Hartsfield  
Annette Hartsfield  
Mary Jones  
Mary Jones

THE STATE OF TEXAS,  
COUNTY OF PANOLA

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
**EDNA MATTHEWS**  
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed  
GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the 13th day of June A. D. 1974

(L S)

*James V. Rote*

Notary Public in and for Panola County Texas

THE STATE OF TEXAS,  
COUNTY OF PANOLA

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
**ANNETTE HARTSFIELD**  
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed  
GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the 13th day of June A. D. 1974

(L S)

*James V. Rote*

Notary Public in and for Panola County, Texas

NORTH DAKOTA  
THE STATE OF ~~TEXAS~~  
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
**ALEX MATTHEWS**  
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 21st day of June A. D. 1974

(L S)

*Donald Stums*

842—The Odée Company, Publishers—Dallas Notary Public in and for *Cass* County, ~~TEXAS~~ *MO*

THE STATE OF TEXAS,  
COUNTY OF DESHA

SINGLE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of June A. D. 1974

(L S)

*Shirley Howard*

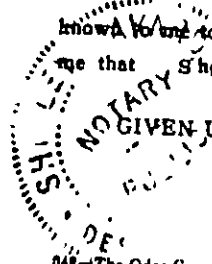
My Commission Expires March 21, 1976

842—The Odée Company, Publishers—Dallas Notary Public in and for Desha County, ~~TEXAS~~ *Arkansas*

ARKANSAS SINGLE ACKNOWLEDGMENT  
THE STATE OF ARKANSAS,  
COUNTY OF DESHA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
MARY JONES

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of June A. D. 19 74  
My Commission Expires March 21, 1976

(L. S)

*Shirley Howard*  
Notary Public in and for Desha

Arkansas  
County, ARKANSAS.

648—The Qgee Company, Publishers—Dallas

0044

123

**Warranty Deed**

FROM \_\_\_\_\_

TO \_\_\_\_\_

FILED FOR RECORD

This 8 day of July, A. D. 1974  
at 9:15 o'clock A  
Roy Cadenehead, Jr  
County Clerk

By Shirley Howard  
Deputy

RECORDED

In \_\_\_\_\_, A. D. 19\_\_\_\_  
County Records

In Book \_\_\_\_\_, on Page \_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Deputy

Recording Fee \$ 3.50 *paid*

This instrument should be filed immediately with  
the County Clerk for Record

Mr. W. M. Matthews  
RC 2 Roy 221

The Qgee Company, Publishers, Dallas  
Marshall, Desha

Recorded At 9:20 O'Clock a M. On The 9 Day of July 1974  
ROY CADENHEAD, JR., County Clerk, P. C. T. Roy Cadenehead Jr

066-093-B

50004  
50991

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this the 1st day of March, 1978, between

Marjorie Matthews

Lessor (whether one or more), whose address is: P. O. Box H-18, Harwood, North Dakota 58042  
and NAPECO, INC., Lessee, WITNESSETH:

I. Lessor in consideration of Ten and 00/100 Dollars

(\$ 10.00) in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively to Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, sulphur, salt, fissionable materials and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and geophysical tests and surveys, injecting gas, water and other fluids and air into subsurface strata, laying pipelines, establishing and utilizing facilities for the disposition of salt water, dredging and maintaining canals, building roads, bridges, tanks, telephone lines, power stations and other structures thereon, and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto necessary to Lessee in operations to produce, save, take care of, treat, transport and own said minerals, the following described land in Panola County, Texas, to-wit:

All of our undivided interest in and to 15 acres, more or less, being a 16 acre tract, a part of the A. DuBoise Survey, being the same land described in that certain warranty deed from Maude Patty et al to Tinnie Dupriest, dated April 20, 1937 and recorded in Volume 135, Page 579, Deed Records of Panola County, Texas Less and Except a one (1) acre tract described in that certain warranty deed from Walter and Tinnie Dupriest to W. A. Langley, dated November 19, 1938 and recorded in Volume 158, Page 473, Deed Records of Panola County, Texas, to which deeds and records reference is herein made for all purposes.

It is recognized that the land covered hereby is included in the C. I. Bell Unit and that as of the date of execution of this lease the Lessee is not in default of any delay rental payment provided for herein but is under the obligation to account to Lessor for accrued royalties from date of first production.

This lease also covers and includes all land and interest in land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys. For the purpose of calculating rental payments hereunder, said land is estimated to contain 15 acres, whether it contains more or less.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ten (10) years from the date hereof (called "primary term") and as long thereafter as oil, gas, sulphur, salt, fissionable materials or other mineral is produced from said land or land pooled therewith.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold by Lessee the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be one-eighth of the amount realized by Lessee from such sale; and (c) on fissionable materials and all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined or marketed, the royalty shall be Two Dollars (\$2.00) per long ton and on salt mined and marketed, the royalty shall be five cents (5c) per ton. If the price of any mineral or substance upon which royalty hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which Lessee may receive and retain. Lessee shall have free from royalty or other payment the use of water, other than water from Lessor's wells or tanks, and of oil, gas and coal produced from said land in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil, gas and coal shall be computed after deducting any so used. If Lessee drills a well on land covered by this lease or on land pooled therewith, which well is capable of producing oil or gas but such well is not being produced and this lease is not being maintained otherwise as provided herein, this lease shall not terminate, whether it be during or after the primary term (unless released by Lessee), and it shall nevertheless be considered that oil or gas is being produced from the land covered by this lease. When the lease is continued in force in this manner, Lessee shall pay or tender as royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well were producing, or deposit to their credit in the depository bank as hereinafter provided, a sum equal to 1/12th of the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made for each calendar month, or portion thereof, thereafter during which said well is situated on said land, or on land pooled therewith, and this lease is not otherwise maintained, or this lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first payment of such sum shall be made on or before the first day of the calendar month after the expiration of ninety (90) days from the date the lease is not otherwise maintained for all accruals to such date, and thereafter on or before the first day of each third calendar month for all accruals to each such date. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease.

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before one (1) year from the date hereof, this lease shall terminate as to both parties, unless on or before such date Lessee shall pay or tender (or make a bona fide attempt to pay or tender) to Lessor or to the credit of Lessor in Bank at \_\_\_\_\_ the sum of One hundred Fifty dollars 00/100

Dollars (\$ 150.00) (herein called "rental"), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payment or tender annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any well which is not being produced, hereinafter referred to as "shut-in royalty", may be made by check or draft mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. Such bank and its successors are Lessor's agent and shall continue as depository for all rental and shut-in royalty payable hereunder regardless of changes in ownership of said land, rental or shut-in royalty. If such bank (or successor bank) should fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept rental or shut-in royalty, Lessee shall not be held in default for failure to make such payment or tender of rental or shut-in royalty until thirty (30) days after the party or parties entitled thereto shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment or tender. If Lessee shall make a bona fide attempt on or before any payment date to pay or deposit rental to a party or parties entitled thereto, according to Lessee's records, or to a party or parties who, prior to such attempted payment or deposit, have given Lessee notice in accordance with subsequent provisions of this lease of their right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such party or parties entitled thereto the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental

payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice by such party or parties of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. Failure to make proper payment or deposit of delay rental as to any interest in said land shall not affect this lease as to any interest therein as to which proper payment or deposit is made. The down cash payment is consideration for this lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from time to time, execute and deliver to Lessor, or to the depository bank, or file for record a release or releases of this lease as to any part or all of said land or of any mineral or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zone or formation. If this lease is released as to all minerals, horizons, zones and formations under a portion of said land, the delay rental, shut-in royalty and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

5. Lessee, at its option, is hereby given the right and power during or after the primary term while this lease is in effect to pool or combine the land covered by this lease, or any portion thereof, as to oil, gas, sulphur, salt, fissionable materials or other minerals, or any of them, with any other land covered by this lease, and/or any other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil, gas, sulphur, salt, fissionable materials or other minerals in and under and that may be produced from the premises. Units pooled for oil hereunder shall not substantially exceed in area 40 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee may pool or combine land covered by this lease or any portion thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Pooling in one or more instances shall not exhaust the rights of Lessee to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; the unit shall become effective as provided in said instrument, or if said instrument makes no such provision, it shall become effective upon the date it is filed for record. Each unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option as to oil, gas, sulphur, salt, fissionable materials or other minerals before or after commencing operations for or completing an oil or gas well or well or mine for other mineral on the leased premises, and the pooled unit may include, but is not required to include, land or leases upon which a well or mine capable of producing oil, gas, sulphur, salt, fissionable materials or other minerals has theretofore been completed or upon which operations for drilling of a well or mine for oil, gas, sulphur, salt, fissionable materials or other minerals have theretofore been commenced. Operations for drilling on, or production of oil, gas, sulphur, salt, fissionable materials or other minerals from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this lease or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil, gas, sulphur, salt, fissionable materials or other minerals from land covered by this lease whether or not the well or wells or mine be located on land covered by this lease, and the entire acreage constituting such unit or units, as to oil, gas, sulphur, salt, fissionable materials or other minerals, or any of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease; provided that if after creation of a pooled unit, a well or mine is drilled on the unit area, other than on the land covered hereby and included in the unit, which well is not classified, as the type of well for which the unit was created (oil, gas, sulphur, salt, fissionable materials or other minerals as the case may be), such well or mine shall be considered a dry hole for purposes of applying the additional drilling and reworking and resumption of delay rental provisions of Paragraph 6 hereof. If an oil well or an oil unit, which includes all or a portion of the leased premises, is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the additional drilling and reworking and resumption of delay rental provisions of Paragraph 6 hereof as to all leases any part of which are included in the unit other than the leased premises on which the well is located. For the purpose of computing royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil, gas, sulphur, salt, fissionable materials or other minerals from each pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil, gas, sulphur, salt, fissionable materials or other minerals produced from the unit after deducting that used for operations on the unit. Such allocation shall be on an acreage basis - that is, 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 pro rata portion of the oil, gas, sulphur, salt, fissionable materials or other minerals produced from the unit which the number of surface acres covered by this lease (or in each separate tract) and included in the unit bears to the total number of surface acres included in the unit. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to whether it be oil, gas, sulphur, salt, fissionable materials or other minerals, so allocated to the land covered by this lease and included in the unit just as producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after completion of a dry hole or cessation of production on said unit.

6. If Lessee shall drill a dry hole or holes on said land, or on acreage pooled therewith, and this lease is not being maintained otherwise as provided herein, or if oil, gas, sulphur, salt, fissionable materials or other minerals is discovered and not produced for any cause, or if the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days thereafter and continues drilling or reworking operations on said well or any additional well with no cessation of more than ninety (90) consecutive days, or if it be within the primary term, commences or resumes the payment or tender of rental or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of ninety (90) days from the date of completion of dry hole, or discovery of oil, gas, sulphur, salt, fissionable materials or other minerals, or cessation of production and continues drilling or reworking operations on said well or any additional well with no cessation of more than ninety (90) consecutive days. If at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the disrental payment or operations are necessary in order to keep this lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas, sulphur, salt, fissionable materials or other minerals is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, sulphur, salt, fissionable materials or other minerals so long thereafter as oil, gas, sulphur, salt, fissionable materials or other minerals is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in by Lessee or any other operator on adjacent land and within four hundred sixty-seven (467) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When necessary for utilization of the surface for some intended use by Lessor and upon request of Lessor or when deemed necessary by Lessee for protection of the pipeline, Lessee will bury pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production; and no change or division in such ownership shall be binding on Lessee until forty-five (45) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there be none, until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository bank; or, at Lessee's election, the proportionate part of rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rental hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, rental hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. Breach by Lessee of any obligation hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence compliance with the obligations imposed by this lease. After discovery of oil, gas, sulphur, salt, fissionable materials or other minerals in paying quantities, on said premises, Lessee shall develop the acreage retained hereunder as a reasonable prudent operator but in discharging this obligation as to oil and gas it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder plus a tolerance of 10% thereof and capable of producing oil in paying quantities and one well per 640 acres plus a tolerance of 10% of 640 acres of the area retained hereunder and capable of producing gas in paying quantities.



10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and if Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. When required by state, federal or other law, Lessee may withhold taxes with respect to rental, royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for the credit of Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, if Lessor owns an interest in the oil, gas, sulphur, salt, fissionable materials or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, the royalties, shut-in royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

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

12. Each singular pronoun herein shall include the plural whenever applicable.

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

Marjorie Matthews  
LESSOR Marjorie Matthews SS #  
LESSOR SOCIAL SECURITY NO.

532-42-0483  
LESSOR SOCIAL SECURITY NO.

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Marjorie Matthews 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 18th day of November, 1981



Shelly J. Cantrell  
Notary Public in and for CASS County, TEXAS

No. 50991  
Oil, Gas, and Mineral Lease  
FROM  
TO  
Dated       , 19        
No. Acres        County, Texas  
Term         
This instrument was filed for record on the 21 day of December, 1981 at 1:55 o'clock P M., and duly recorded in Book       , Page 700 of the        records of this office. 700 Paid  
By Roy Cadenehead, Jr. County Clerk  
Billie L. Lacey, Deputy  
When recorded return to Nopco Inc. Box 90996 Houston, TX 77090

RECORDED 11:40 O'CLOCK A M. ON THE 15 DAY OF February 1982  
ROY CADENHEAD, JR., COUNTY CLERK P.C.T. Roy Cadenehead Jr.

# PROOF OF DEATH AND HEIRSHIP

(FILL IN ALL BLANKS)

STATE OF Arkansas  
 COUNTY OF Desha  
Wilma Dunna hoe, of Rohwer, AR 71666  
 of lawful age, being first duly sworn according to law, on oath says:

That the statements hereinafter set forth, including answers to questions propounded, constitute a true, correct and complete statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

Name of Decedent Margorie Matthews DOB 11-22-1912  
 Date decedent died 7-6-1985 Where? Harwood, ND  
 Did decedent leave a will? Yes If so, has same been probated? No  
 Or has other administration proceedings been had on decedent's estate? No  
 If so, when? \_\_\_\_\_ Where? \_\_\_\_\_  
 Were there any unpaid debts or obligations due by decedent at the time of Her death? No If so, give the following information:

To Whom Owning	Amount	Nature of Debt	Paid—Unpaid now
<u>No</u>			

Was decedent surety on any bond at the time of his death? No  
 Were there any suits pending, or any judgments rendered in any court, against decedent at the time of Her death? No  
 If so, state briefly the nature, amount involved and parties to the action:

Was decedent married or single at time of death? Single (Widow)  
 If married, to whom? \_\_\_\_\_ Address: \_\_\_\_\_  
 Was decedent ever married to any other than above-named person? Yes (Married 12-5-1927)  
 If so, give the following information: (List names in order of marriage)

Name of Spouse	Living or Dead	Divorced	Date of Death or Divorce
<u>Alex D. Matthews</u>	<u>Dead</u>		<u>1-31-1981</u>

If decedent had any children by any spouse, give following information:

Name of Child	Age	Address	Living—Dead	Date Death	By Which Spouse
<u>Billy Joe Matthews</u>	<u>11</u>	<u>Monticello, AR</u>	<u>Dead</u>	<u>3-5-1940</u>	<u>Alex Matthews</u>
<u>James A Matthews</u>	<u>56</u>	<u>Washburn N.D.</u>	<u>Dead</u>	<u>4-22-87</u>	<u>Alex Matthews</u>
<u>Martha Burns</u>	<u>73</u>	<u>Mustang, OK</u>	<u>LIVING</u>		<u>Alex Matthews</u>
<u>Jack W. Matthews</u>	<u>65</u>	<u>Hastings, MN</u>	<u>LIVING</u>		<u>Alex Matthews</u>

If a deceased child left decedents, give following information:

	Name of Child	Age	Address	Living—Dead	Date of Death
<u>James A Matthews</u> Name of deceased child	<u>Alice Faye Roelker</u>	<u>51</u>	<u>Mandan, ND</u>	<u>LIVING</u>	
	<u>Reba J. Hagerott</u>	<u>48</u>	<u>Mandan, ND</u>	<u>LIVING</u>	
<u>Lavon Matthews</u> Name of spouse if married DOD <u>11-7-98</u>	<u>Billy W Matthews</u>	<u>45</u>	<u>Washburn, ND</u>	<u>LIVING</u>	
Name of deceased child					
Name of spouse if married					
Name of deceased child					
Name of spouse if married					

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 Ek DR  
 Vol 1374  
 Pg 49

Give names of parents of decedent

Name of Parents	Address	Living—Dead	Date of Death
James B. Merritt	Kelso, AR	Dead	1923
Leana White Merritt Mitchell <small>Father, Mother,</small>	Kelso, AR	Dead	7-24-1971

Give names of brothers and sisters of decedent:

Name	Relation	Address	Living—Dead	Date of Death
James Merritt	Bro.	McGehee, AR	Dead	7-11-1990
Ila W. Merritt	Bro.	Huntsville, AL	Living	
Thelma Owens	Sis.	Kelso, AR	Dead	2-17-1997
Chester Merritt	Bro.	Little Rock, AR	Dead	9-13-2004
Orville Merritt	Bro.	Bloomington, TN	Living	

Give names of children of deceased brother or sister:

Name of Child	Child of	Age	Address	Living—Dead
James E Owens	Thelma Owens	72	Prescott, AR	Living
Mary ANN Owens	Thelma Owens	69	Dallas, TX	LIVING
Bert F. Owens	Thelma Owens	58	McGehee, AR	Dead
Joe Owens	Thelma Owens	56	McGehee, AR	LIVING
Pam Moore	Thelma Owens	54	Hartford, AR	LIVING

Here briefly state facts and circumstances (such as being a relative of, or attorney or agent for, deceased) which will show basis and source of information hereinbefore given:

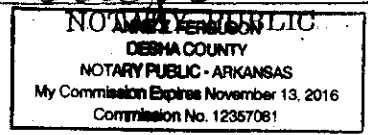
I was a friend of the family of Marjorie Matthews. I have lived in the Kelso, Rohwer & McGehee, AR Community for 74 yrs. (all my life), and have known Marjorie and her family for these many years.

Wilma Annahoe  
Affiant

Subscribed and sworn to before me this 12<sup>th</sup> day of February, 2007.

Anne Z Ferguson

My commission expires: November 13, 2016



SUPPORTING AFFIDAVIT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

\_\_\_\_\_, of lawful age, being first duly sworn, on oath states:

That this affiant was well and personally acquainted with \_\_\_\_\_

in \_\_\_\_\_ lifetime (being the person described as "decedent" in the Proof hereinabove set forth); that this affiant has read the foregoing Proof of Death and Heirship, knows the contents thereof, and that each and every statement therein contained is true, to the best of his knowledge and belief.

Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

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119758 DR 1374 51

STATE OF TEXAS COUNTY OF PANOLA FILED FOR RECORD  
I hereby certify that this instrument was filed on  
the date and time stamped hereon by me and Apr 26, 2007 10:31A  
was duly recorded in the volume and page of the  
named records of PANOLA County, Texas as stamped MICKEY DORMAN, COUNTY CLERK  
hereon by me. OFFICIAL PUBLIC RECORDS PANOLA COUNTY, TEXAS

Apr 26, 2007 10:31A

MICKEY DORMAN, COUNTY CLERK  
PANOLA COUNTY, TEXAS

BY: Sharon Jones, Deputy

# PROOF OF DEATH AND HEIRSHIP

STATE OF North Dakota (FILL IN ALL BLANKS)  
COUNTY OF Morton } SS.

Oliver Roeker of Mandan ND  
of lawful age, being first duly sworn according to law, on oath says:

That the statements hereinafter set forth, including answers to questions propounded, constitute a true, correct and complete statement of the family history of the person hereinafter named as "decedent" and of the estate of such decedent.

Name of Decedent James Aley Matthews

Date decedent died 4-22-1987 Where? Washburn ND 58577

Did decedent leave a will? yes If so, has same been probated? no

Or has other administration proceedings been had on decedent's estate? no

If so, when? \_\_\_\_\_ Where? \_\_\_\_\_

Were there any unpaid debts or obligations due by decedent at the time of his death? no If so, give the following information:

To Whom Owning	Amount	Nature of Debt	Paid—Unpaid now
<u>no</u>			

Was decedent surety on any bond at the time of his death? no

Were there any suits pending, or any judgments rendered in any court, against decedent at the time of his death? no

If so, state briefly the nature, amount involved and parties to the action:

Was decedent married or single at time of death? married

If married, to whom? Laverne D. Matthews Address: Washburn ND 58577 (DOD 11-7-98)

Was decedent ever married to any other than above-named person? no

If so, give the following information: (List names in order of marriage)

Name of Spouse	Living or Dead	Divorced	Date of Death or Divorce

If decedent had any children by any spouse, give following information:

Name of Child	Age	Address	Living—Dead	Date Death	By Which Spouse
<u>Oliver F. Roeker</u>	<u>51</u>	<u>Mandan</u>	<u>Living</u>	<u>-</u>	<u>Laverne Matthews</u>
<u>Leba J. Hagerott</u>	<u>48</u>	<u>Mandan</u>	<u>Living</u>	<u>-</u>	<u>Laverne Matthews</u>
<u>Billy W. Matthews</u>	<u>45</u>	<u>Washburn</u>	<u>Living</u>	<u>-</u>	<u>Laverne Matthews</u>

If a deceased child left decedents, give following information:

Name of deceased child	Name of Child	Age	Address	Living—Dead	Date of Death

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Pg 52

Give names of parents of decedent

Doc 119759 Bk OR Vol 1374 Pg 53

Name of Parents	Address	Living--Dead	Date of Death
<i>Ally D. Matthews</i> Father.	<i>Harwood MO</i>	<i>dead</i>	<i>1-31-1981</i>
<i>Marjorie Matthews</i> Mother,	<i>Harwood MO</i>	<i>dead</i>	<i>7-6-1985</i>

Give names of brothers and sisters of decedent:

Name	Relation	Address	Living--Dead	Date of Death
<i>Marsha Burns</i>	<i>sister</i>	<i>Mustang Ok</i>	<i>Living</i>	
<i>Opal Matthews</i>	<i>sister</i>	<i>Hastings Minn</i>	<i>Living</i>	
<i>Billy J. Matthews</i>	<i>brother</i>	<i>Monticello Ark</i>	<i>dead</i>	<i>3-5-1940</i>

Give names of children of deceased brother or sister:

Name of Child	Child of	Age	Address	Living--Dead

Here briefly state facts and circumstances (such as being a relative of, or attorney or agent for, deceased) which will show basis and source of information hereinbefore given:

*I have known this family most all my life - some are part of my family and have known them all their life. I have lived in the Helso-Rohwer all my life.*

*Wilma Durrane*  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

SUPPORTING AFFIDAVIT

STATE OF Ark  
COUNTY OF Chicot } ss.

Jan Sledge, of lawful age, being first duly sworn, on oath states:

That this affiant was well and personally acquainted with Wilma Durrane

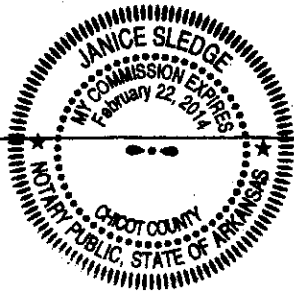
in \_\_\_\_\_ lifetime (being the person described as "decedent" in the Proof hereinabove set forth); that this affiant has read the foregoing Proof of Death and Heirship, knows the contents thereof, and that each and every statement therein contained is true, to the best of his knowledge and belief.

*Janice Sledge*  
Affiant

Subscribed and sworn to before me this 12 day of March, 2007

*Janice Sledge*  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



CLERK'S NOTE: ALL OR PARTS OF  
THE TEXT ON THIS INSTRUMENT  
WAS NOT CLEARLY LEGIBLE FOR  
SATISFACTORY RECORDATION.

STATE OF TEXAS COUNTY OF PANOLA FILED FOR RECORD  
I hereby certify that this instrument was filed on  
the date and time stamped hereon by me and Apr 26, 2007 10:31A  
was duly recorded in the volume and page of the  
named records of PANOLA County, Texas as stamped MICKEY DORMAN, COUNTY CLERK  
hereon by me. OFFICIAL PUBLIC RECORDS PANOLA COUNTY, TEXAS

Apr 26, 2007 10:31A

MICKEY DORMAN, COUNTY CLERK  
PANOLA COUNTY, TEXAS

BY: Sharon Jones, Deputy

**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 PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE**

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

STATE OF TEXAS )  
 ) §  
COUNTY OF PANOLA )

This Assignment, Bill of Sale and Conveyance (this "Assignment"), dated effective as of March 1, 2009 at 7:00 a.m. Central Time (the "Effective Date"), is made by **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, and **CHESAPEAKE INVESTMENTS, AN OKLAHOMA LIMITED PARTNERSHIP**, each with a notice address of P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496 (singularly "Assignor" and collectively "Assignors") to **INDIGO MINERALS LLC**, a Delaware limited liability company, with a notice address of 600 Travis Street, Suite 4900, Houston, Texas 77002 ("Assignee").

For and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignee, the following described properties, rights and interest, **LESS AND EXCEPT** the Excluded Properties (as hereinafter defined) and **INSOFAR AND ONLY INSOFAR** as to the depths from the surface of the earth to the stratigraphic equivalent of the depth of 9,625 feet as seen in the electric log for the well (API #4236501165), located in the MS Potts Survey, A-922, Panola County, Texas, (the "Shallow Rights"; the interest hereafter described is herein called the "**Properties**"):

- (a) The existing wells, described on Exhibit A-1 hereto (the "**Wells**"), and all right, title and interest of Assignors in and to the oil and gas leases in which Assignors have a leasehold working interest described on Exhibit A-2 (the "**Producing Leases**") to the extent and only to the extent such leases cover lands: (i) within a pooled unit for Wells or (ii) with respect to Wells as to which no pooled unit exists, then, to the extent possible, 40 acres in the shape of a north-south vertical and east-west horizontal square around the wellbore for the applicable Wells (collectively the "**Well Units**") as described on Exhibit A-3, together with all the property and rights incident thereto;
- (b) All right, title and interest of Assignors in the oil and gas leases described on Exhibit A-4 (the "**Undeveloped Leases**") and Exhibit A-5 (the "**Expiring Leases**");
- (c) Any machinery, equipment, improvements and other personal property, facilities and fixtures (including, but not by way of limitation, wellhead equipment, pumping units, flowlines, tanks, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, other equipment, and related transferrable permits currently in use in



connection with the operation or maintenance of the Properties described in subsection (a) above;

- (d) Non-exclusive interest in any appurtenances, easements, servitudes or road right of ways used in connection with the exploration, development, operation or maintenance of the Properties described in subsections (a) and (b);
- (e) All rights, titles and interests of Assignors in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the Properties described in subsection (a);
- (f) An undivided interest in and to all agreements (including, but not by way of limitation, marketing, and gas sales, farm-outs and farm-ins) insofar as they relate to the Properties described in subsections (a), (b) or (e) above and in and to all operating agreements insofar as they relate to the Properties described in subsections (a) or (b) above; and
- (g) All rights and obligations as to gas imbalances, if any, attributable to the Properties as of the Effective Date.

As used in this Assignment, Exhibit A-1, A-2, A-3, A-4 and A-5 are collectively referred to as "Exhibit A." It is the intent of each Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, all of Assignors' right, title, and interest, from and after the Effective Date, in and to the Properties, regardless of the omission of any lease or leases to the extent of acreage covered by any such lease or leases lying solely within the Well Units, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references.

Each Assignor specifically excepts from this Assignment and reserves unto itself the following, ("**Excluded Properties**"):

- (a) as to each group of Properties described on Exhibit A, all rights in the lands below the base of the Shallow Rights for each respective formation (the "Deep Rights");
- (b) All audit rights and other rights and causes of action in favor of Assignors arising, occurring or existing prior to the Effective Date with respect to the Properties or production from the Properties (including, but not limited to, any and all royalties, contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, accounts payable, erroneous payments or other claims of any nature in favor of Assignors and relating and accruing to any time period prior to the Effective Date);
- (c) All corporate, financial, tax and legal (other than title) records of Assignors;

- (d) Any data and records that cannot be transferred without the consent of or payment to any third party unless such consent is obtained;
- (e) all (i) royalties, to the extent that any royalty created, or owned by Assignors or any of its affiliates does not operate to reduce the NRI in any Well below the NRI set forth for such Well on Exhibit A-1 to the Purchase Agreement (as defined below) or reduce the NRI below the NRI set forth for the PDP, PDNP, SI and PUD wells on Exhibit A-2 to the Purchase Agreement and (ii) any mineral interests;
- (f) all leasehold rights, overriding royalties and all other right, title and interest insofar and only insofar as they relate to the Deep Rights;
- (g) except for the Wells, all wells that have penetrated the Deep Rights with an intent to produce from said formation but only insofar as such wells may now, or in the future, be completed and producing at depths within the Deep Rights;
- (h) any existing or future refund of costs, taxes or expenses borne by Assignors or Assignors' predecessors in title attributable to the period prior to the Effective Date;
- (i) all hydrocarbons produced and sold from the Properties with respect to all periods prior to the Effective Date and any and all proceeds from production and from the settlements of contract disputes with purchasers of hydrocarbons or byproducts from the Properties, including, without limitation, settlement of take-or-pay disputes, insofar as said proceeds are attributable to periods of time prior to the Effective Date;
- (j) all of Assignor' proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property, all seismic license agreements and other seismic and related technical data, analysis and information (and/or rights to acquire the same), whether leased or licensed, all licensed radio frequencies and associated communications infrastructure including towers, antennas, data links and network circuits and all equipment such as compressors on the Properties leased from affiliates or third parties; and
- (k) all other properties, rights, titles, interests and assets not specifically included in the Properties.

**TO HAVE AND TO HOLD** all and singular such 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 ("Permitted Matters"):

- (a) Royalties, overriding royalties and other burdens or encumbrances;
- (b) Operating agreements, unit agreements, unitization and pooling designations and declarations, gathering and transportation agreements, processing agreements, and gas, oil and liquids purchase contracts;
- (c) Regulatory authority of governmental authorities not presently or previously violated;

- (d) easements, surface leases and rights, plat restrictions zoning laws, restrictive covenants and conditions, and building and other land use laws and similar encumbrances only to the extent such burden relates to the use of the surface of lands overlying the Properties;
- (e) 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, Indian or other governmental oil and gas leases or interests therein or related thereto, or the transfer of operations of any of the Wells, 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;
- (f) Conventional rights of reassignment obligating Assignors to reassign or offer to reassign its interests in any lease prior to a release or abandonment of such lease;
- (g) Required non-governmental third party consents to assignments which cannot be unreasonably withheld and preferential rights to purchase;
- (h) 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 purchase, condemn, expropriate or designate a buyer of any of the Properties.

Without limitation by any of the Permitted Matters set forth above, each Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular title to the Properties and to the interests therein as set forth on Exhibits A-1 and A-2 to the Purchase Agreement, unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

**THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNORS CONTAINED IN THE PURCHASE AGREEMENT (AS HEREINAFTER DEFINED) AND THIS ASSIGNMENT ARE EXCLUSIVE, AND ARE IN LIEU OF, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND EACH ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES.**

In addition to this Assignment, Assignors 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 Assignors to Assignee.

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

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

This Assignment is made subject to that certain Agreement of Sale and Purchase between Assignors and Assignee dated June 3, 2009 (the "Purchase Agreement"). The Purchase

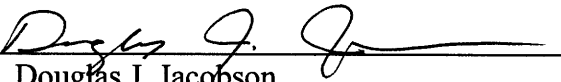
Agreement contains certain representations, warranties, covenants and agreements between the parties, which survive the deliver of this Assignment, as more particularly provided therein, but third parties may conclusively rely on this Assignment to vest title to the Properties in Assignee. If there is a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but effective for all purposes as of the Effective Date.

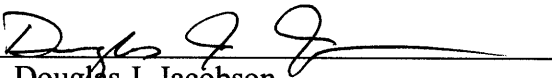
**ASSIGNORS:**

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

By: Chesapeake Operating, Inc.,  
its General Partner

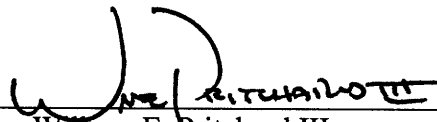
By:   
Name: Douglas J. Jacobson  
Title: Executive Vice President

**CHESAPEAKE INVESTMENTS,**  
**AN OKLAHOMA LIMITED PARTNERSHIP**

By:   
Name: Douglas J. Jacobson  
Title: Attorney-in-Fact

**ASSIGNEE:**

**INDIGO MINERALS LLC,**  
a Delaware limited liability company

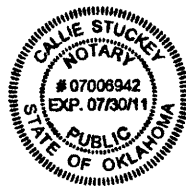
By:   
Name: William E. Pritchard III  
Title: Chairman and Chief Executive Officer

ACKNOWLEDGMENTS

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 29<sup>th</sup> day of June, 2009, by Douglas J. Jacobson as Executive Vice President of Chesapeake Operating, Inc., General Partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company.

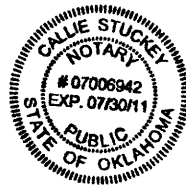
Callie Stuckey  
Notary Public  
My Commission Expires: 7/30/2011  
Commission Number: 07006942



STATE OF OKLAHOMA )  
 ) §  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 29<sup>th</sup> day of June, 2009, by Douglas J. Jacobson, Attorney-in-Fact for Chesapeake Investments, an Oklahoma Limited Partnership.

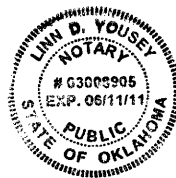
Callie Stuckey  
Notary Public  
My Commission Expires: 7/30/2011  
Commission Number: 07006942



STATE OF Oklahoma)  
 ) §  
COUNTY OF Oklahoma)

This instrument was acknowledged before me on this 29 day of June, 2009, by William E. Pritchard, III as Chairman and Chief Executive Officer of Indigo Minerals LLC, a Delaware limited liability company

Linn D. Yousey  
Notary Public  
My Commission Expires: 6.11.11  
Commission Number: 03008905



**Exhibit "A-1"**

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, by and between Chesapeake Exploration, L.L.C., Chesapeake Investments, and Indigo Minerals LLC.

**Wells**

392833	4236535537	CARTHAGE	BANKS W. R. 9	A MOORMAN SVY, A-427	PANOLA	TX	EXXON MOBIL CORP
323003	4236535978	CARTHAGE	BANKS W.R. 10	A MOORMAN SVY, A-427	PANOLA	TX	EXXON MOBIL CORP
323093	4236537030	CARTHAGE	BANKS W.R. 11	A MOORMAN SVY, A-427	PANOLA	TX	EXXON MOBIL CORP
393196	4236530880	CARTHAGE	BILL POWERS 1	M A ROMERO SVY, A-1	PANOLA	TX	CHESAPEAKE OPERATING INC
392834	4236535448	CARTHAGE	BRODERICK 1-3	THOMAS KELLY SVY	PANOLA	TX	EXXON MOBIL CORP
392842	4236535223	CARTHAGE	BROWN J.C. 12	W A NEELY SVY	PANOLA	TX	EXXON MOBIL CORP
393019	4236535579	CARTHAGE	BROWN J.C. 13	LUICINDA SHIELDS SVY, A-605	PANOLA	TX	EXXON MOBIL CORP
323005	4236535909	CARTHAGE	BROWN J.C. 14	W NEELY SVY A-514	PANOLA	TX	EXXON MOBIL CORP
610677	4236536152	CARTHAGE	BROWN J.C. 15	M PAYNE SVY A-526	PANOLA	TX	CHESAPEAKE OPERATING INC
620041	4236537013	CARTHAGE	BROWN J.C. 17	W NEELY SVY A-514	PANOLA	TX	CHESAPEAKE OPERATING INC
614367	4236536231	CARTHAGE	C I BELL GAS UNIT 1-3	BELL UNIT FI	PANOLA	TX	CHESAPEAKE OPERATING INC
731533	4236536230	CARTHAGE	C I BELL GAS UNIT 2	A DUBOIAO SVY, A-160	PANOLA	TX	CHESAPEAKE OPERATING INC
616574	4236536234	CARTHAGE	C I BELL GAS UNIT 4	BELL UNIT FI	PANOLA	TX	CHESAPEAKE OPERATING INC
731534	4236536344	CARTHAGE	C I BELL GAS UNIT 5	A DUBOIAO SVY, A-160	PANOLA	TX	CHESAPEAKE OPERATING INC
614446	4236536378	CARTHAGE	C I BELL GAS UNIT 6	BELL UNIT FI	PANOLA	TX	CHESAPEAKE OPERATING INC
392835	4236535533	CARTHAGE	CARTHAGE GU 2-10	A MOORMAN SVY, A-427	PANOLA	TX	EXXON MOBIL CORP
612503	4236536333	CARTHAGE	CARTHAGE GU 2 ROSS 12	A MOORMAN SVY, A-427	PANOLA	TX	EXXON MOBIL CORP
322853	4236535718	CARTHAGE	CARTHAGE GU 32-8	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
392843	4236535118	CARTHAGE	DAVIS A. L. 10	MITCHELL SMITH SVY, A-606	PANOLA	TX	EXXON MOBIL CORP
322924	4236535759	CARTHAGE	DAVIS A. L. 11	ISABELLA HANKS SVY, A-271	PANOLA	TX	EXXON MOBIL CORP
322913	4236535799	CARTHAGE	DAVIS A. L. 12	ISABELLA HANKS SVY, A-271	PANOLA	TX	EXXON MOBIL CORP
323178	4236536192	CARTHAGE	DAVIS A. L. 13	L SHIELDS SVY A-605	PANOLA	TX	EXXON MOBIL CORP
322997	4236536013	CARTHAGE	DAVIS A. L. 14	D WILKERSON SVY A-766	PANOLA	TX	EXXON MOBIL CORP
612628	4236536437	CARTHAGE	DAVIS A. L. 15	ISABELLA HANKS SVY, A-271	PANOLA	TX	EXXON MOBIL CORP
620119	4236537003	CARTHAGE	DAVIS A. L. 16	L SHIELDS SVY A-605	PANOLA	TX	EXXON MOBIL CORP
322965	4236535837	CARTHAGE	DONALD 10	MATTHEW PAYNE SVY, A-526	PANOLA	TX	EXXON MOBIL CORP
610181	4236536049	CARTHAGE	DONALD 11	MATTHEW PAYNE SVY, A-526	PANOLA	TX	EXXON MOBIL CORP
6119911	4236537000	CARTHAGE	DONALD 12	MATTHEW PAYNE SVY, A-526	PANOLA	TX	EXXON MOBIL CORP
730621	MULTIPLE	CARTHAGE	FROST LUMBER IND INC UNIT	THOMAS APPLEWHITE SVY A-41	PANOLA	TX	ANADARKO E & P CO LP
730582	4236530615	CARTHAGE	FROST LUMBER IND INC UNIT 1	J. STRICKLAND A-820	PANOLA	TX	ANADARKO E & P CO LP
615912	4236536740	CARTHAGE	GENTRY ESTATE GU 1	C. BARBEE A-794	PANOLA	TX	CHESAPEAKE OPERATING INC
731566	4236536340	CARTHAGE	J W BIGGS 1	MATTHEW W BECK, A-99	PANOLA	TX	EXXON MOBIL CORP
392844	4236535298	CARTHAGE	JONES ELSIE 10	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
393013	4236535578	CARTHAGE	JONES ELSIE 11	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
323008	4236535976	CARTHAGE	JONES ELSIE 12	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
323270	4236536046	CARTHAGE	JONES ELSIE 13	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
392832	4236535490	CARTHAGE	KYLE F. 9	MATTHEW ASHTON SVY, A-8	PANOLA	TX	EXXON MOBIL CORP
323004	4236535977	CARTHAGE	KYLE F. 10	MATTHEW ASHTON SVY, A-8	PANOLA	TX	EXXON MOBIL CORP
610182	4236536047	CARTHAGE	KYLE F. 11	MATTHEW ASHTON SVY, A-8	PANOLA	TX	EXXON MOBIL CORP
610184	4236536048	CARTHAGE	KYLE F. 12	MATTHEW ASHTON SVY, A-8	PANOLA	TX	EXXON MOBIL CORP
323188	4236536145	CARTHAGE	KYLE F. 13	MATTHEW ASHTON SVY, A-8	PANOLA	TX	EXXON MOBIL CORP
619913	4236537001	CARTHAGE	KYLE F. 14	MATTHEW ASHTON SVY, A-8	PANOLA	TX	EXXON MOBIL CORP
619611	4236536883	CARTHAGE	LAZARINE 1	BELL UNIT FI	PANOLA	TX	CHESAPEAKE OPERATING INC
730561	4236500205	CARTHAGE	MULLINS O V UNIT #1 2T	J A STEPHENSON SVY A-620	PANOLA	TX	CHESAPEAKE OPERATING INC
392856	4236535263	CARTHAGE	OWENS NELLIE 10	WILLIS VAUGHN SVY, A-684	PANOLA	TX	EXXON MOBIL CORP
392839	4236535420	CARTHAGE	OWENS NELLIE 11	WILLIS VAUGHN SVY, A-684	PANOLA	TX	EXXON MOBIL CORP
392840	4236535605	CARTHAGE	OWENS NELLIE 12	WILLIS VAUGHN SVY, A-684	PANOLA	TX	EXXON MOBIL CORP
322989	4236535941	CARTHAGE	OWENS NELLIE 13	WILLIS VAUGHN SVY, A-684	PANOLA	TX	EXXON MOBIL CORP
613360	4236536582	CARTHAGE	OWENS NELLIE 14	WILLIS VAUGHN SVY, A-684	PANOLA	TX	EXXON MOBIL CORP
392841	4236535563	CARTHAGE	PIRKLE L.H. C-11	LUICINDA SHIELDS SVY	PANOLA	TX	EXXON MOBIL CORP
392961	4236535716	CARTHAGE	PIRKLE L.H. C-12	GILES GRAVES SVY, A-238	PANOLA	TX	EXXON MOBIL CORP
322887	4236535772	CARTHAGE	PIRKLE L.H. C-13	GILES GRAVES SVY, A-238	PANOLA	TX	EXXON MOBIL CORP
613005	4236536471	CARTHAGE	PIRKLE L.H. C-14	L SHIELDS SVY A-609	PANOLA	TX	EXXON MOBIL CORP
392846	4236535282	CARTHAGE	THOMAS & WOOD 9	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
393020	4236535646	CARTHAGE	THOMAS & WOOD 10	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
323085	4236536003	CARTHAGE	THOMAS & WOOD 11	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
4236536004	4236536004	CARTHAGE	THOMAS & WOOD 12	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
323286	4236536005	CARTHAGE	THOMAS & WOOD 13	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
6119912	4236537012	CARTHAGE	THOMAS & WOOD 15	GEORGE GOODWIN SVY, A-224	PANOLA	TX	EXXON MOBIL CORP
611344	4236535760	CARTHAGE	WILLIAM H WALTON GU 1-1	H. WEST A-687	PANOLA	TX	CHESAPEAKE OPERATING INC
617051	4236536768	CARTHAGE	WILLIAM H WALTON GU 1-2	G. HUMPHRIES A-267	PANOLA	TX	CHESAPEAKE OPERATING INC



Table with columns: Parcel ID, Applicant, Property Description, Assessor's Name, Assessor's Address, Assessor's Phone, Assessor's Email, Assessor's Title, Assessor's License, Assessor's Status, Assessor's Date, Assessor's Fee, Assessor's Tax, Assessor's Total, Assessor's Remarks.





Case No.	Case Name	Case Type	Case Status	Case Date	Case Amount	Case Fee	Case Cost	Case Total	Case Balance	Case Interest	Case Penalty	Case Total Due
T211025-001-001	ASH, ALI, ET AL	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	REVER, BERNA, ET AL	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	SOME, A.C.	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	BAUGH, C.V.A. & GRANA	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	RICHARDS, SYMRA TAYLOR	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	ANDORR, H. DANOL	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	CRATON ENERGY GROUP	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	TRIUMPH PRODUCTION	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	CRATON ENERGY GROUP	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	BECK, NORMAN FAUROT	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	BRANLETTE, PAULA ET AL	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	MCLAIN, ERNEST K	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	BLOUNT, EVA JEAN ET AL	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	MURPHY, ERNEST K	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	TURNER, RUTH MRS	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	KUDYSEK, DAVID L	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	ATKERSON, DANA A	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	HUDSON, ROBERT A	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	HUDSON, ROBERT A	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	HUGHES, W C	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	FLIBERTY, T E & ET AL	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	ET RESSOURCES LLOCELOPANO	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	ET RESSOURCES LLOCELOPANO	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	MOND, WERNER, L L ET AL	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	TALLEY, ALAN H	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	RICE, WINSTON C	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	SPARKS, GREGORY W	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	UNITED RESOURCES OF AMERICA LTD	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	PRITZER, MICHAEL	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	DONALD, FANNIE HOLMES	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	DONALD, FANNIE HOLMES	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	FARMER, R L S	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	WALKER, GHOLSTON F	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	TOLEDO PRODUCTS INC	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	EXXON MOBIL CORPORATION	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100
T211025-001-001	LANIER, ROBERT A JR ET UX	CARTHAGE	PAID	11/21/18	100	0	0	100	0	0	0	100

**Exhibit "A-3"**

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance,  
by and between Chesapeake Exploration, L.L.C., Chesapeake Investments and Indigo Minerals LLC.

**Well Units**

UNIT NAME	WELLS	UNIT GROSS ACRES	COUNTY/PARISH	STATE	Field	LEASE VS. POOLED	RECORDING INFORMATION
W R BANKS	BANKS W.R. 9 BANKS W.R. 10 BANKS W.R. 11	663.76000	PANOLA	TX	CARTHAGE	POOLED	BK206 PG142 DTD-10/26/45
BESS SMITH BRODERICK GU 1	BRODERICK 1-3 BROWN J.C. 12 BROWN J.C. 13 BROWN J.C. 14 BROWN J.C. 15 BROWN J.C. 17	651.86000	PANOLA	TX	CARTHAGE	POOLED	BK626 PG265 DTD-10/27/77
J C BROWN OIL UNIT NO 1	C I BELL GAS UNIT 1-3 C I BELL GAS UNIT 2 C I BELL GAS UNIT 4 C I BELL GAS UNIT 5 C I BELL GAS UNIT 6	705.61000	PANOLA	TX	CARTHAGE	POOLED	BK205 PG214 DTD-8/17/45 BK956 PG392 E29598 DTD-6/15/95
C I BELL GAS UNIT	CARTHAGE GU 2-10 CARTHAGE GU 2 ROSS 12 CARTHAGE GU 32-8	618.25000	PANOLA	TX	CARTHAGE	POOLED	BK1358 PG570 E116845 DTD-1/5/07 BK641 PG329 DTD-8/9/78 BK636 PG775 DTD-4/25/78
CARTHAGE GAS UNIT 2 ROSS	DAVIS A. L. 10 DAVIS A. L. 11 DAVIS A. L. 12 DAVIS A. L. 13 DAVIS A. L. 14 DAVIS A. L. 15 DAVIS A. L. 16	622.89000	PANOLA	TX	CARTHAGE	POOLED	BK205 PG234 DTD-10/26/45
CARTHAGE GAS UNIT 32	DONALD 10 DONALD 11 DONALD 12	682.54000	PANOLA	TX	CARTHAGE	POOLED	BK243 PG288 DTD-10/1/46
AL DAVIS	FROST LUMBER IND INC UNIT 1 FROST LUMBER UNIT 1-2 GENTRY ESTATE GU 1	689.68000	PANOLA	TX	CARTHAGE	POOLED	BK205 PG334 DTD-8/17/45 BK196 PG122 E31867 DTD-8/17/45
F H DONALD	J W BIGGS 1 JONES ELSIE 10 JONES ELSIE 11 JONES ELSIE 12 JONES ELSIE 13	703.24000	PANOLA	TX	CARTHAGE	POOLED	BK193 PG307 DTD-8/24/45
FROST LUMBER GAS UNIT	KYLE F. 9 KYLE F. 10 KYLE F. 11 KYLE F. 12 KYLE F. 13 KYLE F. 14	40.00000	PANOLA	TX	CARTHAGE	LEASE	
GENTRY ESTATE GAS UNIT	MULLINS O.V. UNIT #1 2T OWENS NELLIE 10 OWENS NELLIE 11 OWENS NELLIE 12 OWENS NELLIE 13 OWENS NELLIE 14	687.40000 195.63000 40.00000	PANOLA PANOLA PANOLA	TX TX TX	CARTHAGE CARTHAGE CARTHAGE	POOLED POOLED LEASE	BK1384 PG725 E123102 DTD-8/10/07
ELSIE JONES	LAZARINE 1 MULLINS O.V. UNIT #1 2T	644.69000	PANOLA	TX	CARTHAGE	POOLED	BK207 PG192 DTD-11/26/45
FRED KYLE UNIT	OWENS NELLIE 10 OWENS NELLIE 11 OWENS NELLIE 12 OWENS NELLIE 13 OWENS NELLIE 14	648.09800	PANOLA	TX	CARTHAGE	POOLED	BK282 PG378 DTD-2/14/49
LAZARINE NO 1 GAS UNIT		460.20200	PANOLA	TX	CARTHAGE	POOLED	BK1445 PG176 E131000 DTD-4/7/08
MULLINS O.V. UNIT 1-2T		704.00000	PANOLA	TX	CARTHAGE	POOLED	DTD-8/9/06
NELLIE OWENS		681.01000	PANOLA	TX	CARTHAGE	POOLED	BK205 PG95 DTD-9/14/45

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39

UNIT NAME	WELLS	UNIT GROSS ACRES	COUNTY/PARISH	STATE	Field	LEASE VS POOLED	RECORDING INFORMATION
L H PIRKLE UNIT C	PIRKLE L.H. C-11	640.05000	PANOLA	TX	CARTHAGE	POOLED	BK233 PG632 DTD-1/7/47
	PIRKLE L.H. C-12						
	PIRKLE L.H. C-13						
	PIRKLE L.H. C-14						
THOMAS & WOOD	THOMAS & WOOD 9	612.36000	PANOLA	TX	CARTHAGE	POOLED	BK203 PG248 DTD-9/7/45
	THOMAS & WOOD 10						
	THOMAS & WOOD 11						
	THOMAS & WOOD 12						
	THOMAS & WOOD 13						
THOMAS & WOOD 15							
WM H WALTON GU 1	WILLIAM H WALTON GU 1-1	702.09000	PANOLA	TX	CARTHAGE	POOLED	BK1207 PG773 E89802 DTD-1/7/04
	WILLIAM H WALTON GU 1-2						

Exhibit "A-4"  
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance,  
by and between Chesapeake Exploration, L.L.C., Chesapeake Investments and Indigo Minerals LLC

Undeveloped Leases

Tract	Owner	Operator	Lease	Acres	County	State	Block	Lot	Area	Notes
T211002-001-001	RAY, S W ET AL	CLAY	127	319	PANOLA	TX	11711652	319	450	W B CLAVER SVY, A-127
T211002-001-002	MALLINS O V & GRACE	MAPP	181	319	PANOLA	TX	11711652	319	500	MARTIN SVY, A-81
T211002-001-003	WYATT, MARGO FAYE	RIZZ	51	319	PANOLA	TX	11711652	319	500	ZAPALAN PATTY SVY, A-519
T211002-001-004	WYATT, MARGO FAYE	PEAK	581	446	PANOLA	TX	11711652	319	446	4701 AC, WILLIAM PEARCE SVY, A-81
T211002-001-005	WALDRON JR, RAY	GARM	247	480	PANOLA	TX	70011888	827	480	4701 AC, MITCHEL GARRISON SVY, A-247
T211002-001-006	GENTRY, JIMMY RUSSELL ET UX	GARM	247	480	PANOLA	TX	70011888	827	480	4701 AC, MITCHEL GARRISON SVY, A-247
T211002-001-007	VARROROUGH, J L & IVA IDEL	BRA	68	471	PANOLA	TX	70011888	826	471	68.5 AC, ALEXANDER BRIDGSON SVY, A-68
T211002-001-008	BECK, STANLEY EARL	ALC	18	471	PANOLA	TX	31011875	581	471	21.9 AC, W WALLER SVY, A-18
T211002-001-009	WOODWARD W, SAMUEL ANTHONY	MCA	435	591	PANOLA	TX	32222008	2646	591	100 AC, JOSEPH MCADAM SVY, A-435
T211002-001-010	REVES, I L & BERNA	LIM	416	623	PANOLA	TX	10127207	1423	623	73.5 AC, JOYANTH UNKLEY SVY, A-416
T211002-001-011	LULLY, BELLAH CRA BELLAM FIELDS	SVA	91	120	PANOLA	TX	11501183	110	120	90.918 AC, ALUSTON SHERRY SVY, A-91
T211002-001-012	CHILDRESS, R C	VAUV	884	86	PANOLA	TX	11501183	110	86	77.888 AC, GEORGE GOODWIN SVY, A-284
T211002-001-013	THOMAS, W M & S E WOOD, JR	VAUV	884	86	PANOLA	TX	11501183	110	86	30.54 AC, MCL WILLIS VALUGH, A-884
T211002-001-014	MOSELEY, JEWEL CONNER	VAUV	884	86	PANOLA	TX	11501183	110	86	84 AC, GEORGE GOODWIN SVY, A-224
T211002-001-015	JONES, CLIVE ET AL	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-016	KYLE, FRED & HAZEL M	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-017	COATS, JULIA & C A	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-018	LANGFORD, J E & LAMAR FORMERLY J LANGFORD, JR	ASHM	8	425	PANOLA	TX	82511848	185	425	208.88 AC, GEORGE GOODWIN SVY, A-224
T211002-001-019	FROST LUMBER INDUSTRIES, INC	ASHM	8	425	PANOLA	TX	82511848	185	425	382.878 AC, MATTHEW ARSTON SVY, A-8
T211002-001-020	HART, G R	KELT	372	463	PANOLA	TX	41211878	273	463	131.15 AC, MATTHEW ARSTON SVY, A-8
T211002-001-021	ATKINSON, W C	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-022	STYCK, TONY	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-023	ROGERS, FRED A, JR	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-024	LOONEY, FANNIE BOO LUK W W	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-025	ROGERS, EMMA	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-026	YATTA, M JONIC & ESTELLA	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-027	COOKE, J W & CHC VANTER	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-028	MILLER, WATTE MAY ET AL	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-029	WILSON, W M	GOOS	224	522	PANOLA	TX	52211848	186	522	245.54 AC, GEORGE GOODWIN SVY, A-224
T211002-001-030	PPHEN, SERSE B	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-031	CHADWICK, JAMES PARK ROSS & FLORENCE	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-032	ROSS, ESCAN N, ET AL	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-033	MOORE, D B & NANNIE	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-034	DAVIS, A L & JULIA	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-035	JANIGAN, EL	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-036	JONES, C E & ELLA	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-037	JONES, C E & ELLA	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-038	WRIGHTER, W B ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-039	HARRIS, C B ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-040	HALL, ADA	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-041	BOUNDS, G W ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-042	BROWN, J C ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-043	UNDERWOOD, R F ET AL	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-044	OWENS, NELLE	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-045	KENDALL, H D ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-046	PANOLA DEVELOPMENT COMPANY	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-047	CARSWELL, R E & KATE	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-048	FITE, HALLIE	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-049	WOOTEN, MAUDE	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-050	GULF COLORADO & SMITH FIE RAILWAY COMPANY, ET AL	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-051	JERMAN, LEVILL ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-052	KYLE, J R ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-053	BOREN, E P	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-054	MONGOLD, L P PATTERSON ET AL	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-055	COLLINS, W F ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-056	ALLANS, MADE	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-057	HUSSON, LOIS ET AL	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-058	DUKE, JOBE ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-059	DOWNS, EDWARD ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-060	WALKER, T W DSA CANTHAGE LUMBER COMPANY	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-061	WELCH, J B ET UX	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-062	BRIDGECROCK, BESS SMITH	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-063	PHILLE, DR H AND LELA M	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-064	DANIEL, STELLA ET AL	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224
T211002-001-065	BANKS, WILLIAM ROYALD ET AL	MOOA	427	268	PANOLA	TX	60211848	189	268	5081944 AC, GEORGE GOODWIN SVY, A-224



Table with columns: NAME, ADDRESS, CITY, STATE, ZIP, COUNTY, DATE, and other identifiers. The table lists numerous individuals and entities, many of whom are associated with 'CHEAPPEARE EXPLORATION, LLC'.







Record No.	County	Owner	Address	City	State	Acres	Applicant	Survey	Effective Date	Map No.
T2118812-001-004	CARTHAGE	U.S. BANK NATIONAL ASSOCIATION	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-001	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-002	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-003	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-005	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-006	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-007	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-008	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-009	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-010	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-011	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-012	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-013	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-014	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-015	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-016	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-017	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-018	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-019	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-020	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-021	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-022	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-023	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-024	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-025	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-026	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-027	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-028	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-029	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721
T2118812-001-030	CARTHAGE	PERCE ALLEN RAY & PENNY GAYLE	175 WEST BROADWAY	NEW YORK	NY	142.00		7/22/2007	1422	721

**Exhibit "A-5"**

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance by and between Chesapeake Exploration, L.L.C., Chesapeake Investments and Indigo Minerals LLC

**Expiring Leases**

Tract ID	Owner	Acres	Lease No.	Lease Type	Lease Date	Lease Term	Lease No.	Lease Term	Page No.
TX110004-002-002	PANOLA CARTRIDGE				1/21/1944	18	519	1871	2107
	FRANK W. KELT	372							
	EXXON CORPORATION								
	FRANCIS W. SCOTT								
	BRANDYKIE BEECH SMITH								
	PROST LUMBER INDUSTRIES, INC								
	18.23 AC, THOMAS KELLY SVY. A372								
	18.23 AC, THOMAS KELLY SVY. A372								
	PANOLA								
	PANOLA								
	4121828 587								
	11/21/1944 18								

Doc Bk Vol Pg  
142559 DR 1513 47

CLERK'S NOTE: ALL OR PARTS OF  
THE TEXT ON THIS INSTRUMENT  
WAS NOT CLEARLY LEGIBLE FOR  
SATISFACTORY RECORDATION.

STATE OF TEXAS COUNTY OF PANOLA FILED FOR RECORD  
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 PANOLA County, Texas as stamped  
hereon by me. OFFICIAL PUBLIC RECORDS CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS

Jul 01, 2009 03:07P

CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS

BY: Teresa Cord, Deputy

ASSIGNMENT AND CONVEYANCE

STATE OF TEXAS )
COUNTY OF PANOLA )

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EOG Resources, Inc. ("Assignor"), whose address is 6101 South Broadway, Suite 200, Tyler, Texas 75703, does hereby assign, sell, transfer, set over, grant and convey to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose mailing address is P.O. Box 18496, Oklahoma City, OK 73154-0496 ("Assignee") its right, title and interest in and to the oil, gas and/or mineral leases described on Exhibit "A" attached hereto and made a part hereof, (collectively "Leases") insofar as such Leases cover the lands described on Exhibit "B" and depicted on Exhibit "C", and only insofar as such leases cover the following depths;

from 6,670', being one hundred (100) feet below the base of the Pettet formation as seen in the C.I. Bell Gas Unit No.1, Well #2, to 10,254', being one hundred (100) feet below the deepest producing interval established in the C.I. Bell Gas Unit No.1, Well #2;

(being referred to as the "Subject Interests").

TO HAVE AND TO HOLD UNTO ASSIGNEE AND ITS HEIRS, SUCCESSORS AND ASSIGNS FOREVER,

Assignor expressly excludes and reserves unto Assignor, its heirs, successors and assigns, from the assignment, grant and conveyance to Assignee of the Subject Interests, an overriding royalty interest equal to the difference between existing burdens on the Leases and twenty-five percent (25%) (the "ORRI"). The ORRI shall be subject to, and there shall be deducted from payment of the ORRI all reasonable costs of gathering, compression, processing, transportation, and production taxes.

Assignor makes this assignment without warranty of title either express or implied.

This Assignment is expressly subject to that Farmout Agreement dated October 20, 2005 between Assignor and Craton Energy Company II LLC, Assignee's predecessor in interest. If there are any conflicts between the terms of that Agreement and this Assignment, the terms of said Farmout Agreement will control.

This Assignment is executed on this the 3rd day of June, 2009, but shall be effective for all purposes as of 7:00 A.M. CST, March 8, 2007.

ASSIGNOR

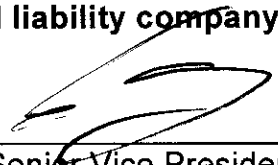
EOG Resources, Inc.

By: Ernest J. LaFlare, Vice President and General Manager

MM
RJA

ASSIGNEE

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

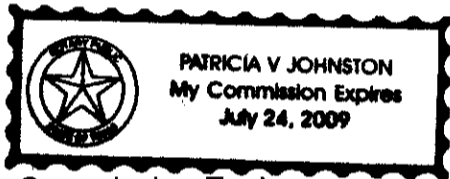
By:   
Henry J. Hood, Senior Vice President -  
Land and Legal & General Counsel

*Handwritten initials: jmc, JH, M*

ACKNOWLEDGEMENTS

STATE OF TEXAS )  
COUNTY OF SMITH )

This instrument was acknowledged before me on this 3<sup>rd</sup> day of June, 2009 by Ernest J. LaFlure, as Vice President and General Manager of EOG Resources, Inc.



*Patricia V. Johnston*  
Notary Public

My Commission Expires:

7-24-09

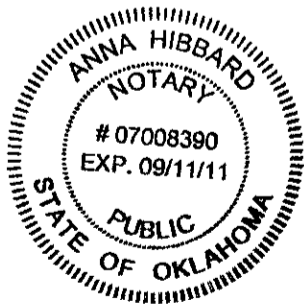
STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 15<sup>th</sup> day of June, 2009, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C.

*Anna Hibbard*  
Notary Public

My Commission Expires:

9-11-2011



**EXHIBIT "A"**

Attached to and made a part of that certain Assignment and Conveyance of Oil and Gas Leases from **EOG Resources, Inc.** as Assignor, to **Chesapeake Exploration, L.L.C.**, as Assignee, dated effective March 8, 2007, covering the following described lands in Panola County, Texas.

To the extent said leases cover 80 acres around the C.I. Bell Gas Unit No.1, Well #3 as shown on the attached plat identified as Exhibit "B" within that certain 618.25-acre, C. I. Bell Gas Unit No.1, out of the Antonio Dubose Survey A-160, the J. B. Sweeten Survey A-622 and the W. W. Allen Survey A-16 in Panola County, Texas.

**Leases:**

**EOG LEASE #:** 0105712-001  
**LESSOR:** Cecil Erwin Bell, et al  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** April 15, 1975  
**RECORDED:** Volume 586, Page 458

**EOG LEASE #:** 0105712-002  
**LESSOR:** Teresa Turner  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** December 27, 1976  
**RECORDED:** Volume 615, Page 306

**EOG LEASE #:** 0105712-003  
**LESSOR:** Elizabeth R. Fry  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** December 27, 1976  
**RECORDED:** Volume 612, Page 542

**EOG LEASE #:** 0105713-001  
**LESSOR:** Jetta Ada Watt  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** June 11, 1975  
**RECORDED:** Volume 587, Page 440

**EOG LEASE #:** 0105713-002  
**LESSOR:** James T. Wright  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** June 11, 1975  
**RECORDED:** Volume 587, Page 428

**EOG LEASE #:** 0105713-003  
**LESSOR:** Kathryn Harp, et al  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** July 1, 1975  
**RECORDED:** Volume 587, Page 422

**EOG LEASE #:** 0105713-004  
**LESSOR:** Jetta Willis  
**LESSEE:** Neal Woods  
**DATE:** August 19, 1975  
**RECORDED:** Volume 587, Page 753

**EOG LEASE #:** 0105713-005  
**LESSOR:** Dennis G. Pike  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** September 23, 1976  
**RECORDED:** Volume 607, Page 417

Exhibit "A" Continued

**EOG LEASE #:** 0105714-001  
**LESSOR:** J. W. Yarborough  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** March 10, 1975  
**RECORDED:** Volume 591, Page 493

**EOG LEASE #:** 0105714-002  
**LESSOR:** Mrs. Yantis Turner  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 18, 1980  
**RECORDED:** Volume 685, Page 34

**EOG LEASE #:** 0105714-003  
**LESSOR:** Inez Richardson  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 10, 1980  
**RECORDED:** Volume 688, Page 254

**EOG LEASE #:** 0105714-004  
**LESSOR:** Claude E. Upchurch, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 691, Page 283

**EOG LEASE #:** 0105714-006  
**LESSOR:** Dr. George B. Allen  
**LESSEE:** NAPECO, Inc.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 692, Page 418

**EOG LEASE #:** 0105715-001  
**LESSOR:** B. B. Pippen and wife, Eula Pippen  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** May 6, 1976  
**RECORDED:** Volume 600, Page 61

**EOG LEASE #:** 0105715-002  
**LESSOR:** Mary Lancaster, Individually and Trustee for W. Y. Y. Lancaster, II  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 3, 1980  
**RECORDED:** Volume 688, Page 256

**EOG LEASE #:** 0105715-003  
**LESSOR:** R. Q. Murph  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 3, 1980  
**RECORDED:** Volume 688, Page 252

**EOG LEASE #:** 0105715-004  
**LESSOR:** Rossie Lee Speed, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 4, 1980  
**RECORDED:** Volume 692, Page 415

**EOG LEASE #:** 0105715-005  
**LESSOR:** Lucius Speed, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 710, Page 165

Exhibit "A" Continued

**EOG LEASE #:** 0105715-006  
**LESSOR:** Tabitha Dorothy Speed Cannon, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** January 14, 1982  
**RECORDED:** Volume 736, Page 153

**EOG LEASE #:** 0105716-001  
**LESSOR:** Ida Carlisle Jones  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 629, Page 769

**EOG LEASE #:** 0105716-002  
**LESSOR:** Laura Carlisle McGlocklin  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 629, Page 772

**EOG LEASE #:** 0105716-003  
**LESSOR:** Emily Carlisle Gilmore  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 629, Page 775

**EOG LEASE #:** 0105716-004  
**LESSOR:** Emily Virginia Carlisle Bryant  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 630, Page 302

**EOG LEASE #:** 0105716-005  
**LESSOR:** W. D. Williamson  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 637, Page 783

**EOG LEASE #:** 0105716-006  
**LESSOR:** Fannie C. Simmons  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 638, Page 625

**EOG LEASE #:** 0105717-001  
**LESSOR:** Edna B. Matthews, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 697, Page 513

**EOG LEASE #:** 0105717-002  
**LESSOR:** Marjorie Matthews  
**LESSEE:** NAPECO, INC.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 710, Page 175

**EOG LEASE #:** 0105976-000  
**LESSOR:** Alice A. Crain  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** April 26, 1975  
**RECORDED:** Volume 586, Page 784



Exhibit "A" Continued

**EOG LEASE #:** 0105978-000  
**LESSOR:** J. L. Yarborough, et ux  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** November 10, 1975  
**RECORDED:** Volume 593, Page 72

**EOG LEASE #:** 0105979-000  
**LESSOR:** Pink Burns and wife, Lessie Burns  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** August 19, 1975  
**RECORDED:** Volume 587, Page 414

**EOG LEASE #:** 0105988-000  
**LESSOR:** Sandra Day O'Connor et vir  
**LESSEE:** OXY USA Inc.  
**DATE:** June 26, 1995  
**RECORDED:** Volume 956, Page 175

**EOG LEASE #:** 0106051-000  
**LESSOR:** Jewell Allen Boatright  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** May 31, 1975  
**RECORDED:** Volume 587, Page 84

It is Assignor's intent to convey to Assignee, all of Assignor's right, title and interest, as limited above, in and to the subject lands, regardless of the omission of any particular lease or leases, errors in description, incorrect or misspelled names or incorrect recording references.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**

Attached to and made a part of that certain Assignment and Conveyance of Oil and Gas Leases from **EOG Resources, Inc.** as Assignor, to **Chesapeake Exploration, L.L.C.**, as Assignee, dated effective March 8, 2007, covering the following described lands in Panola County, Texas.

**BEING** a description of an 80-acre unit that surrounds the C. I. Bell Gas Unit No. 1, Well No. 3.

**BEGINNING** at the most easterly southeast corner of the herein described 80 acre unit, same being a southeast corner of the C. I. Bell Gas Unit No. 1, said beginning point being located South 83°37' East, a distance of 685' from the C. I. Bell Gas Unit No. 1, Well No. 3.

**THENCE** South 52°08'34" West, for a distance of 1407.68 feet, to a point;

**THENCE** South 53°26'20" West, for a distance of 1096.99 feet, to a point;

**THENCE** North 37°41'29" West, for a distance of 1619.67 feet, to a point;

**THENCE** South 53°41'52" West, for a distance of 654.63 feet, to a point;

**THENCE** South 50°41'34" West, for a distance of 429.56 feet, to a point;

**THENCE** South 45°34'46" West, for a distance of 266.95 feet, to a point;

**THENCE** North 35°36'53" West, for a distance of 440.87 feet, to a point;

**THENCE** North 64°46'32" East, for a distance of 1363.53 feet, to a point;

**THENCE** North 52°52'41" East, for a distance of 762.60 feet, to a point;

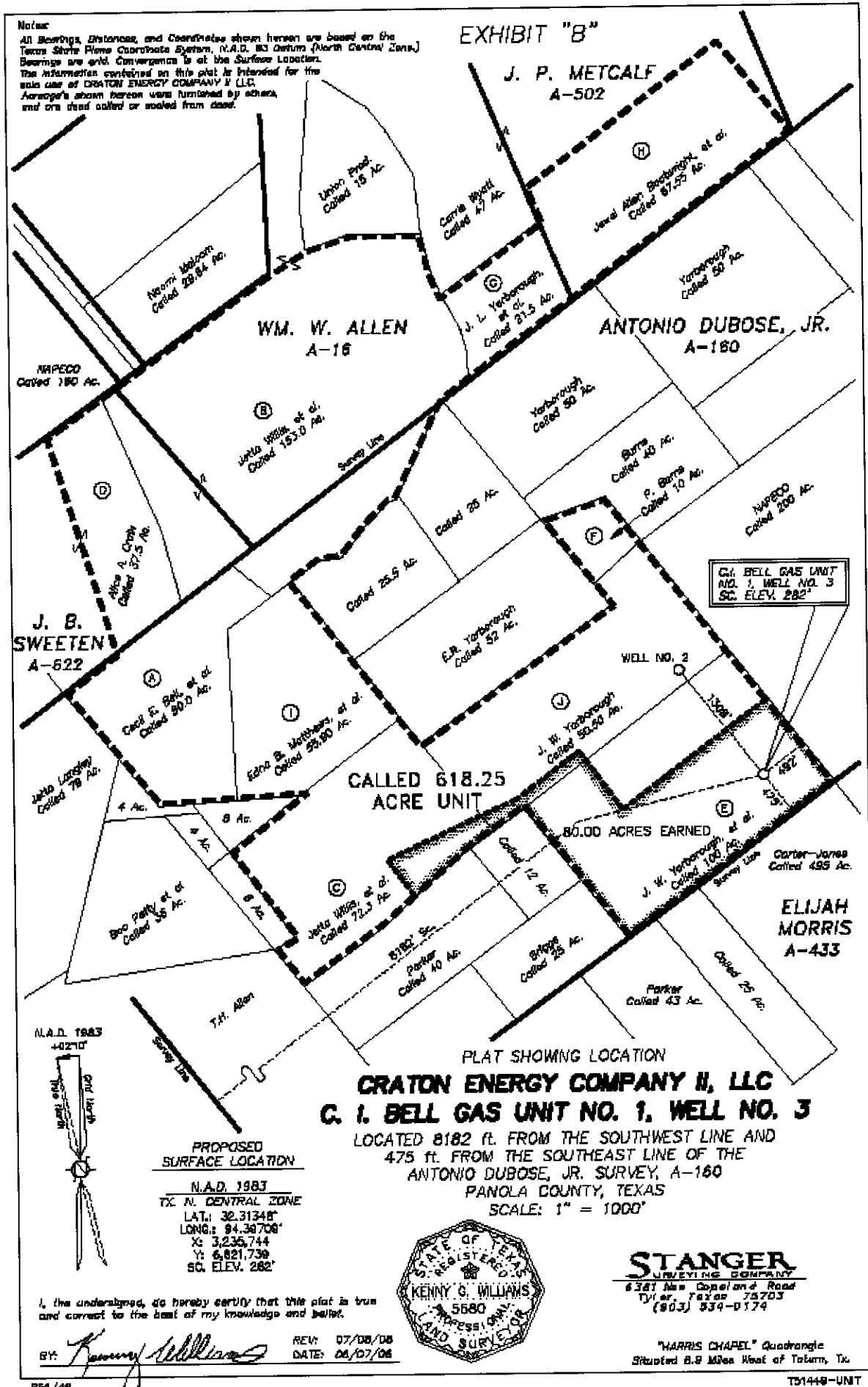
**THENCE** South 36°00'23" East, for a distance of 706.60 feet, to a point;

**THENCE** North 52°28'26" East, for a distance of 1764.25 feet, to a point;

**THENCE** South 37°41'29" East, for a distance of 1036.98 feet, back to the place of beginning and **containing 80.00 acres of land.**

EXHIBIT "C"

Attached to and made a part of that certain Assignment and Conveyance of Oil and Gas Leases from **EOG Resources, Inc.** as Assignor, to **Chesapeake Exploration, L.L.C.**, as Assignee, dated effective March 8, 2007, covering the following described lands in Panola County, Texas.



STATE OF TEXAS  
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 PANOLA County, Texas as stamped  
hereon by me.

COUNTY OF PANOLA

OFFICIAL PUBLIC RECORDS

FILED FOR RECORD  
Jul 17, 2009 11:19A

CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS

Jul 17, 2009 11:19A

CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS

BY: Teresa Cord, Deputy

ASSIGNMENT AND CONVEYANCE

STATE OF TEXAS )
COUNTY OF PANOLA )

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EOG Resources, Inc. ("Assignor"), whose address is 6101 South Broadway, Suite 200, Tyler, Texas 75703, does hereby assign, sell, transfer, set over, grant and convey to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose mailing address is P.O. Box 18496, Oklahoma City, OK 73154-0496 ("Assignee") its right, title and interest in and to the oil, gas and/or mineral leases described on Exhibit "A" attached hereto and made a part hereof, (collectively "Leases") insofar as such Leases cover the lands described on Exhibit "B" and depicted on Exhibit "C", and only insofar as such leases cover the following depths;

from 6,670', being one hundred (100) feet below the base of the Pettet formation as seen in the C.I. Bell Gas Unit No.1, Well #2, to 10,254', being one hundred (100) feet below the deepest producing interval established in the C.I. Bell Gas Unit No.1, Well #2;

(being referred to as the "Subject Interests").

TO HAVE AND TO HOLD UNTO ASSIGNEE AND ITS HEIRS, SUCCESSORS AND ASSIGNS FOREVER,

Assignor expressly excludes and reserves unto Assignor, its heirs, successors and assigns, from the assignment, grant and conveyance to Assignee of the Subject Interests, an overriding royalty interest equal to the difference between existing burdens on the Leases and twenty-five percent (25%) (the "ORRI"). The ORRI shall be subject to, and there shall be deducted from payment of the ORRI all reasonable costs of gathering, compression, processing, transportation, and production taxes.

Assignor makes this assignment without warranty of title either express or implied.

This Assignment is expressly subject to that Farmout Agreement dated October 20, 2005 between Assignor and Craton Energy Company II LLC, Assignee's predecessor in interest. If there are any conflicts between the terms of that Agreement and this Assignment, the terms of said Farmout Agreement will control.

This Assignment is executed on this the 3rd day of June, 2009, but shall be effective for all purposes as of 7:00 A.M. CST, January 29, 2008.

ASSIGNOR

EOG Resources, Inc.

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

MM
JDA

ASSIGNEE

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

By: [Signature]  
Henry J. Hood, Senior Vice President -  
Land and Legal & General Counsel

*Jmc*  
*[Signature]*

ACKNOWLEDGEMENTS

STATE OF TEXAS )  
COUNTY OF SMITH )

This instrument was acknowledged before me on this 3<sup>rd</sup> day of June, 2009 by Ernest J. LaFlure, as Vice President and General Manager of EOG Resources, Inc.



Patricia V. Johnston  
Notary Public

My Commission Expires:

7-24-09

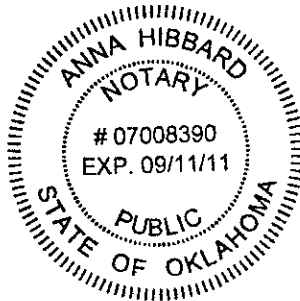
STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 15<sup>th</sup> day of June, 2009, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C.

[Signature]  
Notary Public

My Commission Expires:

9-11-2011



**EXHIBIT "A"**

Attached to and made a part of that certain Assignment and Conveyance of Oil and Gas Leases from **EOG Resources, Inc.** as Assignor, to **Chesapeake Exploration, L.L.C.**, as Assignee, dated effective January 29, 2008, covering the following described lands in Panola County, Texas.

To the extent said leases cover 80 acres around the C.I. Bell Gas Unit No.1, Well #4 as shown on the attached plat identified as Exhibit "B" within that certain 618.25-acre, C. I. Bell Gas Unit No.1, out of the Antonio Dubose Survey A-160, the J. B. Sweeten Survey A-622 and the W. W. Allen Survey A-16 in Panola County, Texas.

**Leases:**

**EOG LEASE #:** 0105712-001  
**LESSOR:** Cecil Erwin Bell, et al  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** April 15, 1975  
**RECORDED:** Volume 586, Page 458

**EOG LEASE #:** 0105712-002  
**LESSOR:** Teresa Turner  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** December 27, 1976  
**RECORDED:** Volume 615, Page 306

**EOG LEASE #:** 0105712-003  
**LESSOR:** Elizabeth R. Fry  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** December 27, 1976  
**RECORDED:** Volume 612, Page 542

**EOG LEASE #:** 0105713-001  
**LESSOR:** Jetta Ada Watt  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** June 11, 1975  
**RECORDED:** Volume 587, Page 440

**EOG LEASE #:** 0105713-002  
**LESSOR:** James T. Wright  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** June 11, 1975  
**RECORDED:** Volume 587, Page 428

**EOG LEASE #:** 0105713-003  
**LESSOR:** Kathryn Harp, et al  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** July 1, 1975  
**RECORDED:** Volume 587, Page 422

**EOG LEASE #:** 0105713-004  
**LESSOR:** Jetta Willis  
**LESSEE:** Neal Woods  
**DATE:** August 19, 1975  
**RECORDED:** Volume 587, Page 753

**EOG LEASE #:** 0105713-005  
**LESSOR:** Dennis G. Pike  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** September 23, 1976  
**RECORDED:** Volume 607, Page 417

Exhibit "A" Continued

**EOG LEASE #:** 0105714-001  
**LESSOR:** J. W. Yarborough  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** March 10, 1975  
**RECORDED:** Volume 591, Page 493

**EOG LEASE #:** 0105714-002  
**LESSOR:** Mrs. Yantis Turner  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 18, 1980  
**RECORDED:** Volume 685, Page 34

**EOG LEASE #:** 0105714-003  
**LESSOR:** Inez Richardson  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 10, 1980  
**RECORDED:** Volume 688, Page 254

**EOG LEASE #:** 0105714-004  
**LESSOR:** Claude E. Upchurch, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 691, Page 283

**EOG LEASE #:** 0105714-006  
**LESSOR:** Dr. George B. Allen  
**LESSEE:** NAPECO, Inc.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 692, Page 418

**EOG LEASE #:** 0105715-001  
**LESSOR:** B. B. Pippen and wife, Eula Pippen  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** May 6, 1976  
**RECORDED:** Volume 600, Page 61

**EOG LEASE #:** 0105715-002  
**LESSOR:** Mary Lancaster, Individually and Trustee for W. Y. Y. Lancaster, II  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 3, 1980  
**RECORDED:** Volume 688, Page 256

**EOG LEASE #:** 0105715-003  
**LESSOR:** R. Q. Murph  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 3, 1980  
**RECORDED:** Volume 688, Page 252

**EOG LEASE #:** 0105715-004  
**LESSOR:** Rossie Lee Speed, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** September 4, 1980  
**RECORDED:** Volume 692, Page 415

**EOG LEASE #:** 0105715-005  
**LESSOR:** Lucius Speed, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 710, Page 165



Exhibit "A" Continued

**EOG LEASE #:** 0105715-006  
**LESSOR:** Tabitha Dorothy Speed Cannon, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** January 14, 1982  
**RECORDED:** Volume 736, Page 153

**EOG LEASE #:** 0105716-001  
**LESSOR:** Ida Carlisle Jones  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 629, Page 769

**EOG LEASE #:** 0105716-002  
**LESSOR:** Laura Carlisle McGlocklin  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 629, Page 772

**EOG LEASE #:** 0105716-003  
**LESSOR:** Emily Carlisle Gilmore  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 629, Page 775

**EOG LEASE #:** 0105716-004  
**LESSOR:** Emily Virginia Carlisle Bryant  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 630, Page 302

**EOG LEASE #:** 0105716-005  
**LESSOR:** W. D. Williamson  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 637, Page 783

**EOG LEASE #:** 0105716-006  
**LESSOR:** Fannie C. Simmons  
**LESSEE:** E. S. Boase  
**DATE:** December 6, 1977  
**RECORDED:** Volume 638, Page 625

**EOG LEASE #:** 0105717-001  
**LESSOR:** Edna B. Matthews, et al  
**LESSEE:** NAPECO, Inc.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 697, Page 513

**EOG LEASE #:** 0105717-002  
**LESSOR:** Marjorie Matthews  
**LESSEE:** NAPECO, INC.  
**DATE:** March 1, 1978  
**RECORDED:** Volume 710, Page 175

**EOG LEASE #:** 0105976-000  
**LESSOR:** Alice A. Crain  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** April 26, 1975  
**RECORDED:** Volume 586, Page 784

Exhibit "A" Continued

**EOG LEASE #:** 0105978-000  
**LESSOR:** J. L. Yarborough, et ux  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** November 10, 1975  
**RECORDED:** Volume 593, Page 72

**EOG LEASE #:** 0105979-000  
**LESSOR:** Pink Burns and wife, Lessie Burns  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** August 19, 1975  
**RECORDED:** Volume 587, Page 414

**EOG LEASE #:** 0105988-000  
**LESSOR:** Sandra Day O'Connor et vir  
**LESSEE:** OXY USA Inc.  
**DATE:** June 26, 1995  
**RECORDED:** Volume 956, Page 175

**EOG LEASE #:** 0106051-000  
**LESSOR:** Jewell Allen Boatright  
**LESSEE:** Bojan Oil Company, Inc.  
**DATE:** May 31, 1975  
**RECORDED:** Volume 587, Page 84

It is Assignor's intent to convey to Assignee, all of Assignor's right, title and interest, as limited above, in and to the subject lands, regardless of the omission of any particular lease or leases, errors in description, incorrect or misspelled names or incorrect recording references.

**END OF EXHIBIT "A"**

### EXHIBIT "B"

Attached to and made a part of that certain Assignment and Conveyance of Oil and Gas Leases from **EOG Resources, Inc.**, as Assignor, to **Chesapeake Exploration, L.L.C.**, as Assignee, dated effective January 29, 2008, covering the following described lands in Panola County, Texas.

**BEING** a description of an 80-acre unit that surrounds the C. I. Bell Gas Unit No. 1, Well No. 4.

**BEGINNING** at the most easterly southeast corner of the herein described 80 acre unit, same being in a southeast boundary line of the C. I. Bell Gas Unit No. 1, said beginning point being located South 77°50' East, a distance of 1539 feet, from the C. I. Bell Gas Unit No. 1, Well No. 4 surface location (as staked).

**THENCE** South 47°33'43" West, for a distance of 398.11 feet, to a point;

**THENCE** South 53°32'21" West, for a distance of 985.93 feet, to a point;

**THENCE** North 38°01'31" West, for a distance of 456.13 feet, to a point;

**THENCE** North 58°20'31" East, for a distance of 229.56 feet, to a point;

**THENCE** North 37°12'24" West, for a distance of 1040.81 feet, to a point;

**THENCE** North 51°06'27" East, for a distance of 892.91 feet, to a point;

**THENCE** South 86°09'28" West, for a distance of 1354.43 feet, to a point;

**THENCE** North 38°53'32" West, for a distance of 546.88 feet, to a point;

**THENCE** North 53°10'37" East, for a distance of 1312.44 feet, to a point;

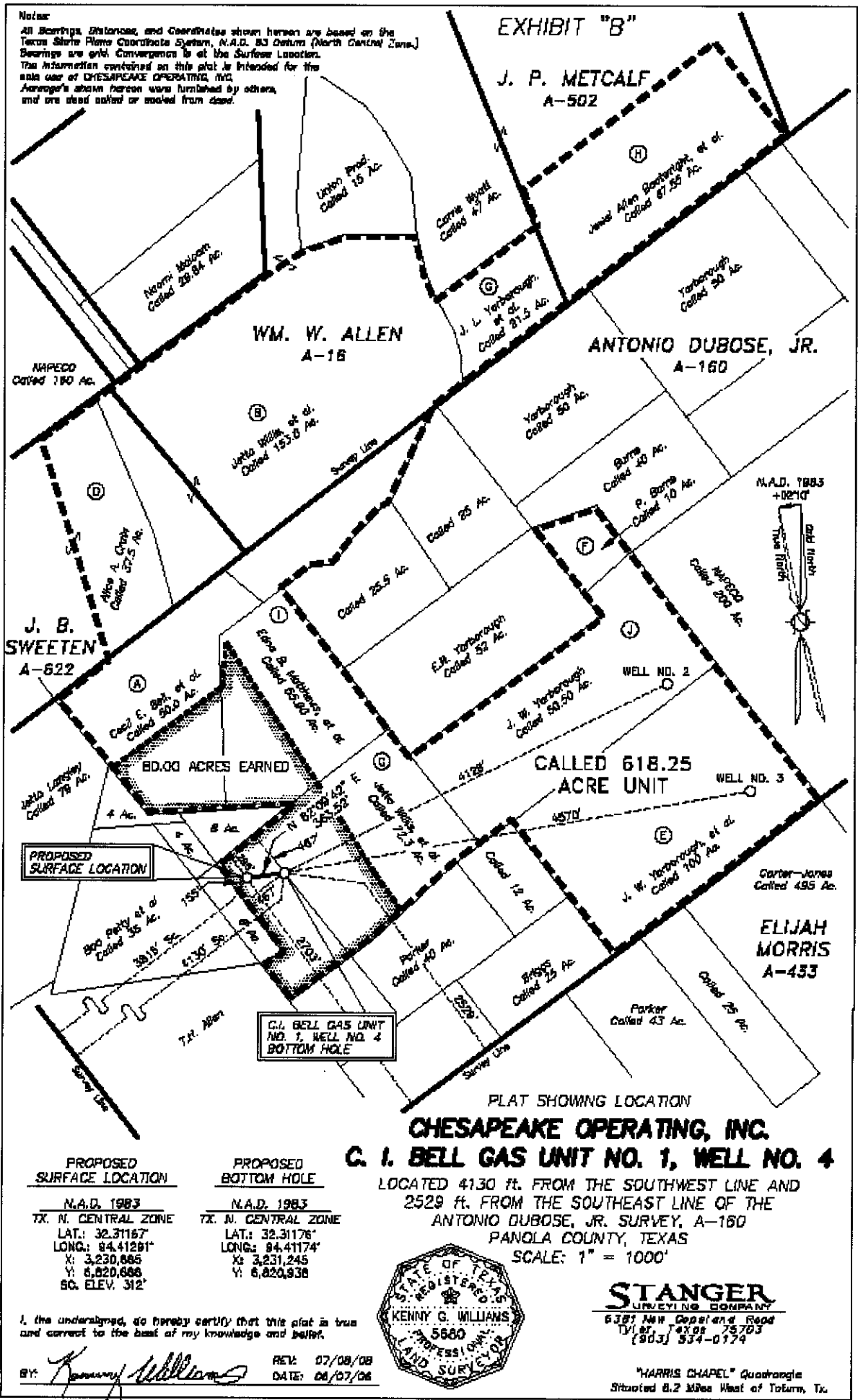
**THENCE** North 04°18'05" East, for a distance of 456.37 feet, to a point;

**THENCE** South 33°09'36" East, for a distance of 2650.26 feet, to a point;

**THENCE** South 35°36'53" East, for a distance of 458.53 feet, back to the place of beginning and **containing 80.00 acres of land.**

EXHIBIT "C"

Attached to and made a part of that certain Assignment and Conveyance of Oil and Gas Leases from EOG Resources, Inc., as Assignor, to Chesapeake Exploration, L.L.C., as Assignee, dated effective January 29, 2008, covering the following described lands in Panola County, Texas.



STATE OF TEXAS COUNTY OF PANOLA FILED FOR RECORD  
I hereby certify that this instrument was filed on Jul 17, 2009 11:19A  
the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of PANOLA County, Texas as stamped hereon by me. OFFICIAL PUBLIC RECORDS CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS

Jul 17, 2009 11:19A

CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS

BY: Teresa Cord, Deputy