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, 1946; it being ordered and being Yound by the Court that the amount of rentals paid into the Registry of the Court by the plaintiff as aforesaid to the grue and descreet amount of all restals to which the said defendant Fred Unitaker is entitled to receive, to and including February 29, 1948.

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

VI.

Ŧ.

That all relief in plaintiff's complaint and in the defendants' cross action and counter claim not 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, Louisians.

/ T. WHITFIELD DAVIDSON

Approved as to form:

SLOAN BLAIR
CANTEY, HANGER, MCMAHON, MCKHIGHT & JOHNSON
BY: e/ CARLISID CHAVENS
Attorneys for Plaintiff.

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

A True Copy I'cortify.

(L. S.)

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

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

Pink B. Matthews, County Clerk, PCT mnYb

No. 46755

WALTER DUPRIEST, ET UX

TO: WARRANTY DEED

ELVIS B. MATTHEWS, ET AL

Filed for Record February 19, 1948

At 12 o'clock Boom

Pink B. Matthews, County Clerk, PCT

THE STATE OF TEXAS:

ENOW ALL MEN BY THESE PRESENTS:

That we, Sallie Dupriest and husband, Walter Dupriest, of the County of Panola, State of Texas, for and in consideration of the sum of TEE AND NO/100 (\$10.00) DOLLANS, 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. DuBoito Survey, Panela County, Texas, and being the same tract of land more fully described in that certain deed from J. U. Bowen, et ux, to J. P. Bell, dated December 27, 1893, and recorded in Fol. 82, page 290, Deed Records of Panela County, Texas;

ALCOHO TRACT: 6 acres of land, more or lest, a part of the A. DuBoise Survey, Panola County, Texas, and being the same tract of land more particularly described in that cortain deed from Goorge S. Bouen, et ut, 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. DuBoisso Survey, Parela County, Toxas, and being the "First Tract" note fully described in that certain doed from James B. Dellany, et ux, to J. P. Bell, dated December 6, 1906, and recorded in Vol. 82, page 292, Deed Records of Panela County, Texas;

FOURTH TRACT: 50 acres of land, more or less a part of the A. DuBeice Survey, Panela County, Toxas, and being the "Second Tract" more fully described in that certain deed from James B. Bollamy, ot ux, to J. P. Boll, dated December 6, 1906, and recorded in Volume 82, page 292, Deed Records of Panela County, Toxas.

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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 curselves, 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 esse, 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 ballic Dupricet and upon her death said estate shall cease.

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

SALLIN DUPHIEST NALTER DUCKIEST

THE STATE OF TEXAL!

COULTY 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 haveing been examined by me privily and apart from her husband, and having the same fully explained to ner, she, the said Sallie Dupriest acknowledged such instrument to be her act and deed, and she declared that she had willingly eighed 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.

HEAL POWERS, JR. Notary Public, Panola County, Toxas,

Recorded March 9, 1948, at 8:35 o'clock A M.

Pink B. Matthews, County Clerk, PCT mfb

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No. 46756

ENNEST WALLACE, ET UX

Filed for Record February 19, 1948

TO VARBANTY DEED

At 3145 o'clock P. M.

CHARLES ERNEST WALLACE

Pink B. Matthews, County Clerk, PCT

STATE OF TEXAS:

KNOW ALL MEN BY THESE PHESENTS:

COUNTY OF PANOLA:

That we, Erpest Vallace and wife, Winnie Davis Vallace, of the City of Henderson, County of Rusk, State of Texas, and that binnie Davis Vallace joined by her husband, Ernest Vallace, in each case herein being the same two people, for an in sonsideration 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 Vallace, of the County of husk, 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. 138, 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 are particularly by tracts according to the instruments conveying said tracts to the graenters herein and described as follows to-wit:

Tract 1 - (ref. Vol. 138, p. 591) - Panela County, Texes "All that certain 69 4/10 acres of the John McAdamo League Survey in Panela County, Texas, part of the 161 3/10 acres described in Trust Deed recorded in Vol. 19 on page 541, Trust Deed Hacords, and being the lower or South 69 4/10 acres, and thus described; Beginning at the corner of the A. B. Wallace 150 acre tract at a large corner fence post, a Hed O. bro. H 35 W 4 vrs. 50 840W. I vrs. Whence S33E 318 vrs. to another corner; Themco bouth 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; Themco down the channel of Murvalle as shown on field notes of said Trust Deed to the S. W. corner of J. M. Hudman S. W.

VOL 572 PAGE 132

The State of Texas,

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

DOLLARS

TEXAS STANDARD FORM

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

THE PROPERTY OF THE PARTY OF TH

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 THENCE S 5 E 321 vrs to place of beginning, being Block 1

of said division, containing 16 acres of land;

VOL 372 PAGE TOTAL

being the same land described in that certain warranty deed from Maude Patty, etal 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.

WITI		8 at	
this	day of	June ,	19 74.
		_	Aly Matthews
Жименаци	Assessed personal	3 +11	Alex Matthews
x cst b	Bell Matthews	- MOURN	annette Hartslell
	MILLING WE		Annette Hartefield

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, COUNTY OF PANOLA

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

knewn 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)

Notary Public in and for

County Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS. COUNTY OF PANOLA

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

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to 18 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)

Panola

NORTH DAKOTASINGLE ACKNOWLEDGMENT THE STATE OF XEEXXXXX COUNTY OF

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 18 subscribed to the foregoing instrument, and acknowledged to ho. . executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of

County, XXXXXX M &

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, COUNTY OF DESHA

> 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 subscribed to the foregoing instrument, and acknowledged to whose name me that 'She

executed the same for the purposes and consideration therein expressed. GINEN UNDER MY HAND AND SEAL OF OFFICE, this the /4 th day of June

Orimission Expires March 21, 1976

(L S)

11 15 1

Notary Public in and for

Desha

Arkansas

County, TRMX

Odée Company, Publishers-Dallas

ARKANSAS SINGLE ACKNOWLEDGMENT

THE STATE OF TENES, 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 executed the same for the purposes and consideration therein expressed.

that She executed the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the purposes and consideration therein expressions of the same for the same June My Commission Expires March 21, 1976

048-The Odee Company, Publishers-Dallas

Notary Public in and fur

.... Arkansas

County, XXXII.

C044	123	Marranty Appl	FROM	01	! !!	This 2 day of Aren AD 1976	Lay Colock A	By Lesson Land	Deputy RECORDED	T. A. D. 19	In Book on Page	County Clerk	By Deputy Recording Fee \$ \$ 5 7 12	This instrument should be filed immediately with the County Clerk for Record	The Ode	Marshall, Auga
														Ž.	Ø (1

Recorded At 9:20 0'Clock a M. On The 9 Day of July 1974

ROY CADENHEAD, JR., County Clerk, P. C. T. Roy Cuclentu-

The state of the s

The state of the s 066 - 093-B

Producers 88 Rev. Texas (1/71) with 40/640 Acres Pooling Provision

DEED RECORDS VOL. 710 PAGE

	OIL, GAS AND MINERAL LEASE	OCT TO SE
TIME ACREEMS	:NT, made this the1stday ofMarch	,19 <u>78</u> , between
ING AGREEMA	Marjorie Matthews	
	a a with Named Nameth Dakota 58042	
NAPECO, I	Morey, aven and a	, Lessee, WITNESSETH:
	Ten and 00/100	Dollars
clusively to Lessee for and all other minerals and other fluids and al canals, building roads, i adjacent and contiguous) in hand paid, of the royalties herein provided and of the agreements of Lessec herein contained, hereby the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, sulphur, whether or not similar to those mentioned), conducting exploration, geologic and geophysical tests and sulphing the first subsurface strata, laying pipelines, establishing and utilizing facilities for the disposition of salt water, or into subsurface strata, laying pipelines, establishing and utilizing facilities for the disposition of salt water, or into subsurface strata, laying pipelines, establishing and other afructures thereon, and on, over and across lands own said mist thereto necessary to Lessee in operations to produce, save, take care of, treat, transport and own said mist thereto necessary to Lessee in operations. County, Texas, to-wit:	veys, injecting gas, water dredging and maintaining
cribed land in	Panora County, 1000	
	All of our undivided interest in and to 15 acres, more or lessering 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.	stantada despribad abrus
whether the Same be	and includes all land and interest in land owned or claimed by Lessor adjacent or contiguous to the land in said survey or surveys or in adjacent surveys. For the purpose of calculating rental payments hereunder, acres, whether it contains more or less.	
date hereof (called	ner terminated or longer kept in force under other provisions hereof, this tease shall remain in force for a ten primary term") and as long thereafter as oil, gas, sulphur, salt, fissionable materials or other mineral is pro-	
the credit of Lessor the market price their the price received by sold or used off the used, provided that and on gas sold at the eals mined and mar shall be Two Dollar stance upon which the purpose of compother payment the umay conduct hereum any so used. If Lesso being produced and term (unless released is continued in force hereunder if the we annual rental payab each calendar mont wise maintained, or	ies to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty interfor prevailing for the field where produced on the date of purchase, and Lessee may sell any royalty oil in refor prevailing for the field where produced on the date of purchase, and Lessee may sell any royalty oil in reformance, in the market value at the well; (b) on gas, including casinghead gas or other gaseous substance, in premises or for the extraction of gasoline or other product therefrom, the market value at the well of on gas sold by Lessee for such gas computed as sold by Lessee the market value shall not exceed the amount received by Lessee for such gas computed with the royalty shall be one-eighth of the amount realized by Lessee from such sale; and (c) on fissionable keted, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur minks (\$2.00) per long ton and on salt mined and marketed, the royalty shall be five cents (\$4) per ton. If the soyalty is payable hereunder is regulated by any governmental agency, the market value or market price of soyalty is payable hereunder shall not be in excess of the price which Lessee may receive and retain. Lessee so the grounding royalty hereunder shall not be in excess of the price which Lessee may receive and retain. Lessee shall not the including water injection and secondary recovery operations, and the royalty on oil, gas and coal shall der, including water injection and secondary recovery operations, and the royalty on oil, gas and coal shall ed drills a well on land covered by this lease or on land pooled therewith, which well is capable of producing the this lease is not being maintained otherwise as provided herein, this lease shall not terminate, whether it is entitled in the same of the same of such payment would in this manner. Lessee shall pay or tender as royalty to the parties who at t	its possession and pay to assist possession and pay to conduced from said land and e-eighth of the gas so sold or ted at the mouth of the well, or materials and all other minned or marketed, the royalty or price of any mineral or substance for tall have free from royalty or all operations which Lesse be computed after deducting oil or gas but such well is not be during or after the primary by this lease. When the lease be entitled to receive royalty 1/12th of the amount of the me such payment is made for this and this lease is not other the well is completed. The first from the date the lease is not of the payment is paged.

operate to terminate this leave. 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 sum of One hundred Fifty dollars 00/100 the credit of Lessor in_

Dollars (5 150.00 ----) (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 sive 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 sive 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 the length of 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, shut-in royalty payable hereunder regardless of changes in ownership of said land, rental or shut-in royalty. Lessee shall not be held in default for failure to 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 any payment or tender. If Lessee shall make a bona fide attempt on or before any payment or deposit, have given Lessee notice in accordance with subsequent provisions of this lesse of their right to receive rental, and if such payment or deposit the rental period involved, and this lesse shall not terminate but shall be maintained in the same manne

payment or deposit had been properly made, provided that the erroneous or ineffective tental 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 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 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 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.

- delay restal, duct-in royalty and other payments computed in accordance therewith, shall thereupon be reduced in the proportion that the acreage released bears to the acreage while was covered by this lease, or any portion thereof, as to oil, gas, wiphur, salt, fissionable materials or other hingrands, or any of them, with any other land covered by this lease, or any portion thereof, as to oil, gas, wiphur, salt, fissionable materials or other hingrands, or any of them, with any other land covered properly to explore, or to develop and opparte the leased premises in compliance with the spacing rules of the Railrand accessory or advisable to do so in order properly to explore, or to develop and opparte the leased premises in compliance with the spacing rules of the Railrand accessory or advisable to do so in order properly to explore, or to develop and opparte the leased premises in compliance with the spacing rules of the Railrand accessory or advisable to do so in order properly to explore, or to develop and opparte the leased premises in compliance with the spacing rules of the Railrand accessory or advisable to do so in order properly to explore, or to develop and opparte the leased premises to compliance with the spacing rules of the Railrand accessory or advisable to do so in order to the rule of the Railrand and the space of the Railrand and the rule of the Railrand and the Railr
- 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 use 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 compenses operations for drilling or reworking on or before the rental paying date 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 discovery of oil, gas, sulphur, salt, fissionable materials or other minerals on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no remain any 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 enthan ninety (90) consecutive days, and if they result in the production of 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 enthan ninety (90) consecutive days, and if they result in the production of oil, gas, sulphur, salt, fissionable materials or other minerals is produced 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 is produced f
- 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 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 heits, 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 son entitled to rentals hereunder, Lessee may pay or tender such rentals to the deceased or the estate. In the event of the decta of any perfurnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there he none, until Lessee is inshed 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 hereunder. Lessee may and default in rontal payment thereof unless and until furnished with a recordable instrument executed by all such parties designating
- 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 conshall have ninety (99) 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 reason-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.

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by. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgago 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 withhold 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, subphur, sait, 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 recordance 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, sait, 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.

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LESSOR Marjorie M	atthews	SS # SOCIAL SECURITY N	- -	532	-42-0	
LESSON		SOCIAL SECURITY N	O. LESSO	'K		SOCIAL SECURITY NO.
THE STATE OF TEXAS			Л	Marjorie	Matthew	, , ,
BEFORE ME, the under known to me to be the person and consideration therein expres	signed authorit whose name is sted.	y, on this day personally subscribed to the forego	ing instrument, s	ind acknowledged	to me that he executed	the same for the purposes
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PROOF OF DEATH AND HEIRSHIP

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COUNTY OF)esþ	a.	}	88.	Aio N	1025
of lawful age, being fir	nna V	and the second s	, 0: to law			11666
	ts herein ete state	after set forth, i ment of the fami	includ	ing answers to	questions propo	unded, constitute a amed as "decedent"
Name of Decedent M	<u>lario</u>	TIE MA	<u>++b</u>	ews	DOBI	1-22-1912
Date decedent died	1-63-	1985	Υ	There?ta	rwood, N	<i>.D.</i>
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Or has other administr	-			decedent's esta	te?	•
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Was decedent married If married, to whom?			A	ddress:		arried 12.5-1927
Was decedent ever ma If so, give the following	rried to a	any other than a ation: (List nam	above- ies in	order of marri		Carry Carry The C
Name of Spouse		Living or Dea	d	Divorced	Date of Der	th or Divorce
alex D. Mat	thews	Dead			1-31-19	8!
				İ		
If decedent had any ch	ildren by	any spouse, giv	e foll		ion:	-
Name of Child	Age	Address	10	Living—Dead	Date Death	By Which Spouse
Billy Joe Matth	enk	Monticello,	AR	Jead	3-5-1940	A /
James A Matthe	·			lead	4-22-87	Mex Matthews
Marthy Burns	73	Mustang, C) <u>K</u>	LIVING		Glex Matthews
Jack W. Matthew	K 65	Hasting, 1	<u>4 N</u>	LIVING	·	pley Matthew
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James A Matthews	alice:	laye Roecker		Mandani	AD FINING	
Name of deceased child	Reba.	J'Hagerott		Mandanil	DINING	
Lavery Marthame	Billy	W Matthews	45	Washdurn, N	DITIAINA	_
Name of spouse if			<u> </u>			
married 1-78						
			<u> </u>			
Name of deceased child						
Name of spouse if married						
			Ι			
Name of deceased child		<u> </u>	\	<u> </u>		
			-			
Name of spouse if						·

Give names of parents of decedent

Name of Parents			Address	·	Living	-Dead		Date of Death
James B. Merri	++-	12	Iso, AR		Dea	d		1923
Jeana White Merr	ILDET -	-	Kelso, A		De	ıd	7	-24 - 1971
Mo	other,							
Give names of brothers a		ers or dec	·	lress	. 1	Living-D	ead	Date of Death
James Merritt		Bro,	MEGEL		40	Dea	 -	7-11-1990
Tla w. Merritts	. ,	Y0,	HUNTSV		ایما	Livin		
1 1	1) S .	Kelso		1	Dead	1	2-17-199
hester Morritt	-	Y0.	41+1			Dead	i	9-13-20
r Ville Merritt		70.	Bloomi					i.
Give names of children of	•						· ·	
Name of Child		Child o		Age		Address		Living—Dead
James E Owens	Th.			72 1	res	oft.	AR	LIVING
Mary ANN Owens		•			alla		X.	LIVING
Bertf. Owens	1		Owens	سا د		sehee,	AD)	Dead
			Owers	10	Ä.	Cehu,		
Joe Ower S	116		Owens			tford.	1.	1-1100
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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.

OFFICIAL PUBLIC RECORDS

FILED FOR RECORD

Apr 26:2007 10:31A

MICKEY DORMAN, COUNTY CLERK PANDLA COUNTY, TEXAS

Apr 26,2007 10:31A

MICKEY DORMAN, COUNTY CLERK PANOLA COUNTY, TEXAS

BY: Sharon Jones: Deputy

Name of spouse if married

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	n pro	ceedings been	had on	decedent's esta	te? <u>no</u>	
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Was decedent married or si	ngle	at time of deat	h?	rarried		
If married, to whom? Lau-	on L). Macheus)A	dress: Wash	urn 416 50	1577 DOD 11
Was decedent ever married	l to a	ny other than	above-	named person?	ni	
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Name of Spouse		Living or De	ad	Divorced	Date of De	ath or Divorce
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Date of Death Living--Dead Address Name of Parents Give names of brothers and sisters of decedent: Date of Death Relation Address Living---Dead Give names of children of deceased brother or sister: Name of Child Living-Dead Child of Age Address 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: Affiant 20___ Subscribed and sworn to before me this____day of_ NOTARY PUBLIC My commission expires: SUPPORTING AFFIDAVIT STATE OF COUNTY OF. Stedge _____, of lawful age, being first duly sworn, on oath states: That this affiant was well and personally acquainted with will me Dunchor in_____lifetime (being the person described as "decedent" in the Proof horoinabove 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 useh 20 0 M 12 day of_ Subscribed and sworn to before me this. 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

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

FILED FOR RECORD

Apr 26,2007 10:31A

MICKEY DORMAN, COUNTY CLERK PANOLA COUNTY, TEXAS

Apr 26,2007 10:31A

MICKEY DORMAN, COUNTY CLERK PANDLA COUNTY, TEXAS

BY: Sharon Jones: Deputs

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

Title: Executive Vice President

CHESAPEAKE INVESTMENTS, AN OKLAHOMA LIMITED PARTNERSHIP

Name: Douglas J. Jacobson

Title: Attorney-in-Fact

ASSIGNEE:

INDIGO MINERALS LLC,

a Delaware limited liability company

Name: William E. Pritchard III

Title: Chairman and Chief Executive Officer

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
OUNTY OF OKLAHOMA)
This instrument was acknowledged before me on this 29th 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.
Notary Public My Commission Expires: 7/30/5011 Commission Number: 07006942
STATE OF OKLAHOMA) (COUNTY OF OKLAHOMA)
This instrument was acknowledged before me on this 29th day of June, 2009, by Douglas J. Jacobson, Attorney-in-Fact for Chesapeake Investments, an Oklahoma Limited Partnership.
Notary Public My Commission Expires: 7/30/501/ 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
My Commission Expires: 6.11.11 Commission Number: 0308 905

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

	EXXON MOBIL CORP	EXXON MOBIL CORP	CHESAPEAKE OPERATING INC	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	CHESADEAKE ODERATING INC	CHESAPEAKE OPERATING INC	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL COXT	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	ANADARRO E & P CO LP	CHESAPEAKE OPERATING INC	CHESAPEAKE OPERATING INC	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	CHESAPEAKE OPERATING INC	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	EXXON MOBIL CORP	CHESAPEAKE OPERATING INC	CHESAPEAKE OPERATING INC								
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	A MOORMAN SVY, A-427	A MOORMAN SVY, A-427	A MOOKMAN SVY, A-42/ M A ROMFRO SVY A-1	THOMAS KELLY SVY	W A NEELY SVY	LUCINDA SHIELDS SVY, A-605	W NEELY SVY A-514	M PAYNE SVY A-526	BELL LINIT EL	A DUBOIAC SVY, A-160	BELL UNIT FI	A DUBOIAC SVY, A-160	BELL UNIT FI	A MOORMAN SVY, A-427	A MOORMAN SVY, A-427	GEORGE GOODWIN SVY, A-224	MII CHELL SMITH SVY, A-606	ISABELLA HANNS SVT, A-271	CHIEF DS SVV A BOS	D WII KERSON SVY A-766	ISABELLA HANKS SVY, A-271	L SHIELDS SVY A-605	MATTHEW PAYNE SVY, A-526	MATTHEW PAYNE SVY, A-526	MATTHEW PAYNE SVY, A-526	THOMAS APPLEWHITE SVY A-41	C. SI KICKLAND A-620	MATTHEW W BECK, A-99	GEORGE GOODWIN SVY, A-224	MATTHEW ASHION SVT, A-8	MATTHEW ASHTON SVY, A-8	BELL UNIT FI	WILLIS VALIGHN SVY A-694	WILLIS VAUGHN SVY, A-694	CUCINDA SPIELDS SVT	GILES GRAVES SVT. A-238	L SHIELDS SVY A-609	GEORGE GOODWIN SVY, A-224	H. WEST A-697	G. HUMPHRIES A-267													
	BANKS W. R. 9	BANKS W.R. 10	BANKS W.R. 11 BILL POWERS 1	BRODERICK 1-3	BROWN J.C. 12	BROWN J.C. 13	BROWN J.C. 14	BROWN J.C. 15	DECOVING S.C. 17	C.I BELL GAS LINIT 2	C I BELL GAS UNIT 4	C I BELL GAS UNIT 5	C I BELL GAS UNIT 6	CARTHAGE GU 2-10	CARTHAGE GU 2 ROSS 12	CARTHAGE GU 32-8	DAVIS A. L. 10	DAVIS A. L. 11	DAVIS A. L. 12	DAVIS A. 1. 13	DAVIS A. L. 15	DAVIS A. L. 16	DONALD 10	DONALD 11	DONALD 12	FROST LUMBER IND INC UNIT	DENTEY ESTATE OF 1	JW BIGGS 1	JONES ELSIE 10	JONES ELSIE 11	JONES ELSIE 12	JONES ELSIE 13	KYLE F. 9	KYIEF 11	KYLE F. 12	KYLE F. 13	KYLE F. 14	LAZARINE 1	OWENS NEI IF 10	OWENS NELLIE 11	OWENS NELLIE 12	OWENS NELLIE 13	OWENS NELLIE 14	2587 F 1. C-1.	PIRKLE L.C. C-12	PIRKLE L.H. C-14	THOMAS & WOOD 9	THOMAS & WOOD 10	THOMAS & WOOD 11	THOMAS & WOOD 12	THOMAS & WOOD 15	WILLIAM H WALTON GU 1-1	WILLIAM H WALTON GU 1-2
	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CANIDAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARIHAGE	HOWELE AND	CAPTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARIHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARIHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CAKINAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE	CARTHAGE
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Exhibit "A-2"

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, LP, and Indigo Minerals LLC.

Producing Leases

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ARTHAGE	TURK, LUTHER & NINA E	G L BLAXTON. JR	A7Z 536	Z PATTY SVY XT XT X A.27	X PANOLA X DANOLA	1/17/1952 319 4	0
ARTHAGE	RAY, SW. ET AL.	G L BLAXTON. JR	MRP 451	P MARTIN SVY, A-451	PANOLA	1/11/1962 319 5	
WRTHAGE	NY, H B. ET AL MULINS, O V & GRACE	G L BLAXTON, JR	JULW 127	W B CALVER SVY. A-127 W B CALVER SVY. A-127 TX	X PANOLA	3/10/1962 319	= 9
	MULINS, OV & GRACE	G L BLAXTON, JR	ATZ 538 1724 619	ZORABEL PATTY SVY, A-536 JA STEPHENSON SVY, A-619 TX	X PANOLA X PANOLA	3/10/1962 319 4	69 99
CARTHAGE	RUSSELL, SMITH, ET A.	G L BLAXTON, JR	1724 619	JASTEPHENSON SVY. A-619	X PANOLA	1/14/1952 319 5	
CARTHAGE	BRONSON, DERA, ET AL	GL BLAXTON, JR	1724 619	JA STEPHENSON SVY, A-619	PANOLA	1/18/1952 319 5	o en e
003 CARTHAGE	BRONSON, DERA, ET AL	G L BLAXTON, JR		WANTY MANN SYY, A-431	PANOLA	1/18/1952 319 5	2 22
	LEWIS, PEARLINE & DOUGLAS LEWIS, PEARLINE & DOUGLAS	G L BLAXTON, JR S	-	J A STEPHENSON, A-619 TX W B CULVER, A-127 TX	X PANOLA	222	
003 CARTHAGE 003 CARTHAGE	LEWIS, PEARLINE & DOUGLAS WYATT, MARGIE FAYE	G L BLAXTON, JR MYRIAD OIL & GAS, INC	_	WINNY MANN SVY, A-431 47.01 AC, MITCHEL GARRISON SVY, A-247 TX	X PANOLA X PANOLA	22 226	9
- 002 CARTHAGE	WYATT, MARGIE FAYE WALDROP JR. RAY	MYRIAD OIL & GAS, INC.		47.01 AC, WILLIAM PEARCE SVY, A-551 47.01 AC, MITCHEL GARRISON SVY, A-247 TX	X PANOLA X PANOLA	88 827 88 826	9.5
002 CARTHAGE	WALDROP JR. RAY	MYRIAD OIL & GAS. NC		47.01 AC, WILLIAM PEARCE SVY, A-S61 TX	X PANOLA	88 826 44 1337	113718
001 CARTHAGE	GENTRY, JAMAY RUSSELL ET UX	MYRIAD OIL & GAS, INC	-	89.5 AC, ALEXANDER BRDSONG SVY, A-68	PANOLA	508	
001 CARTHAGE	KUSS, LOCKGAS ET UX	BOUND OF COMPANY, INC.		2813 AC. W W ALLEN SIV. A-16	PANOLA	25	. 9 1
003 CARTHAGE	WATT, JETTA ADA WATT, JETTA ADA	BOJAN OIL COMPANY, INC. BOJAN OIL COMPANY, INC. E.	-	80.87 AC, J. S SWEETEN SVY, A-622 170.24 AC, A DUBOISE JR SVY, A-160	X PANOLA	55 50	2 9
001 CARTHAGE 002 CARTHAGE	WRIGHT, JAMES T WRIGHT, JAMES T	BOJAN OIL COMPANY, INC. A BOJAN OIL COMPANY, INC. S	AL12 16 SWEJ 622	66.87 AC, W W ALLEN SVY, A-16 66.87 AC, JB SWEETEN SVY, A-622 TX	X PANOLA X PANOLA	55.57	
003 CARTHAGE	WRUGHT, JAMES T HARP, KATHRYN, BASSETT, JESSIE L. B. JACK	BOJAN OIL COMPANY, INC. BOJAN OIL COMPANY, INC. A		170.24 AC, A DUBOISE JR SVY, A-160 TX 86.67 AC, W W ALLEN SVY, A-16 TX	X PANOLA X PANOLA	75 587	12 PB
002 CARTHAGE	HARP, KATHRYN, BASSETT, JESSEL B. JACK HARP, KATHRYN, BASSETT, JESSEL B. JACK	BOJAN OF COMPANY, INC.		98.67 AC. J B SWEETEN SVY, A-622 TX 170.24 AC. A DUBCISE JR SVY, A-160 TX	X PANOLA X PANOLA	75 587	21 22
001 CARTHAGE	WILLS, JETTA RICE JETTA BOWEN)	NEAL WOODS		250.86 AC. A DUBGISE SIVY, A-160	X PANOLA	75 587	
003 CARTHAGE	WILLS, JETTA INEE JETTA BOWEN	NEAL WOODS		66.67 AC, VB OWEE IEN SVY, A-16 TX	PANOLA	75 587	2 22 2
001 CARTHAGE	CRAIN, ALICE A SPAINTS I C CRAIN	BOJAN OIL COMPANY, INC.	_	75 AC. J B SWEETEN SVY. A-622	PANOLA	75 586	
001 CARTHAGE 001 CARTHAGE	PIPPEN, B.B. & EULA BURNS, PINK & LESSIE	BOJAN OIL COMPANY, INC BOJAN OIL COMPANY, INC		40 AC. A DUBOISE SVY. A-160 10 AC. A DUBOISE SVY. A-160	X PANOLA X PANOLA	75 587	.
001 CARTHAGE 002 CARTHAGE	BRIGGS, DR. H.W. BRIGGS, DR. H.W.	BOJAN OIL COMPANY, INC BOJAN OIL COMPANY, INC		50 AC, A DUBGISE SVY, A-160 TX 25 AC, E MORRIS SVY, A-433 TX	X PANOLA X PANOLA	55 55 25 25 27 25	9 9
001 CARTHAGE 001 CARTHAGE	BELL, CECKL ERWIN, LAVAN PRESLEY & VOSS, NORENE BELL TURNER, TERESA	BOJAN OIL COMPANY, INC. BOJAN OIL COMPANY, INC.		50 AC, A DUBCISE SVY, A-160 50 AC, A DUBCISE SVY, A-180	X PANOLA X PANOLA	75 586	## W
001 CARTHAGE	YARBOROUGH, JL & IVA DEL.	BOJAN OF COMPANY, INC		21.5 AC, WW ALLEN SVY, A-16 TY AC - I DMETCALE SVY A-500	X PANOLA	75 563	
001 CARTHAGE	CANDOTTO SELECTION OF COLUMN OF COLU	BOLDN OIL COMPANY, INC.		77 AC, JAS P. MET. SVY. A-502 TX AC, JAS P. MET. SVY. A-502 TX	PANOLA	75.57	9
DOI CARTHAGE	JONES, DA CARLISLE PACE, DENNIS G	E S BOASE BOJAN OIL COMPANY, INC		15.89 AC, A DUBOISE SVY, A-180 101.08 AC, ANTWIN DUBOIAC SR SVY, A-180	PANOLA	200	R to s
001 CARTHAGE 002 CARTHAGE	YARBOROUGH, J W SPA WORTH YARBOROUGH YARBOROUGH, J W SPA WORTH YARBOROUGH	BOJAN OIL COMPANY, INC BOJAN OIL COMPANY, INC		A. DUBCISE SVY, A-160 TX E. MORRIS SVY, A-433 TX	X PANOLA	5.59	
001 CARTHAGE 001 CARTHAGE	TURNER, MRS YANTIS RICHARDSON, INEZ	NAPECO, NC		60 AC, A DUBOISE SVY, A-160 60 AC, A DUBOSE SVY, A-160 TX	X PANOLA X PANOLA	58 08 08 08 08 08 08 08 08 08 08 08 08 08	
001 CARTHAGE	UPCHURCH, CLAUDE E, JAMES O & CAMPBELL, JOSEPHINE UPCHURCH	NAPECO. NO		60 AC, A DUBOSE SWY, A-160 MO AC, A DUBOSE SWY, A-160	X PANOLA X PANOLA	78 681	
001 CARTHAGE	LANCASTER, MARY & W Y Y H	NAPECO. NC		40 AC, A DUBOSE SVY, A-160	X PANOLA	80 688	
001 CARTHAGE	SPEED, ROSELEE, WARY ELIZABETH & ARTHUR RAY	NAPEGO, NG		A AC, A DUBOSE SVI, A-180	PANOLA	282	
001 CARTHAGE	SPEED, LUCIUS, ROBERT & HUBBERT, HAZEL SPEED CANNON, TABITHA DOROTHY SPEED ET AL	NAPEGO, INC		AD AC, A DUBOSE SVY, A-160 AD AC, A DUBOSE SVY, A-160	PANOLA	5 2 1	153 60104
001 CARTHAGE	MCGLOCKLIN, LAURA CARLISLE GILMORE, EMILY CARLISLE	E S BOASE C		15.98 AC, A DUBOISE SVY, A-160 15.89 AC, A DUBOISE SVY, A-160 TX	X PANOLA X PANOLA	1 629	
1 CARTHAGE	BRYANT, EMILY VIRGINIA CARLILE WILLIAMSON, W D	E S BOASE E S BOASE	DUSA 160 DUSA 160	15.99 AC, A DUBOISE, SYY, A-160 TX 15.99 AC, A DUBOISE SYY, A-160 TX	X PANOLA X PANOLA	77 630	22 24371 23 26981
CARTHAGE	SHAKONS, FANNE C MATTHEWS, EDNA B. HARTSPIELD, ANNETTE M.A. JONES, MARY ALICEM	NAPECO NO		15.99 AC, A DUBOISE SVY, A-160 15 AC, A DUBOISE SVY, A-160 TX	X PANOLA X PANOLA	77 638	
CARTHAGE	MATTHEWS MARJORIE	NAPEGOING	308 160 180 180	15 AC, A DUBONE SVY, A-160	PANOLA	017 87	
CARTHAGE	SPARKS RESOURCES, LTD	CRATON ENERGY COMPANY II, LLC	ABA 160	110.5 AC, A DUBOISE SVY, A-160	PANOLA	90 1309	
CARTHAGE	REEVES, II & BERNA REEVES, II & BERNA	CHARLES HERTZ CHARLES HERTZ	_	31.8 AC, WILLIS VAUGHN SVY, A-694	X PANOLA	3 2	
CARTHAGE	WILSON, JUDY LILLY, BEULAH, FKA BEULAH FIELDS	CHARLES HERTZ V CHARLES HERTZ V		BS 4 AC, WILLIS VALIGHN SVY. A-694 30.54 AC, WOL, WILLIS VALIGHN, A-694 TX	X PANOLA	35 55	8
CARTHAGE	PRIOR, W B & VIOLA CHILDRESS, R C	CHARLES HERTZ G		77.869 AC, GEORGE GOODWIN SVY, A-224 96 AC, GEORGE GOODWIN SVY, A-224 TX	X PANOLA	35 110	
CARTHAGE	COMMER, MARVIN, INDIVIDUALLY & AIF, ET AL MOSELEY, JEWEL CONNER	J B DIAL		96 AC, GEORGO GOODWIN SVY, A-224 96 AC, GEORGE GOODWIN SVY, A-224 TX	X PANOLA X PANOLA	25 28 28 29 2	10 25679 23 26701
CARTHAGE	CARSWELL, R.E.& KATE, ET AL. CARSWELL, R.E.& KATE, ET AL.	CUDANIELS		134.46 AC, GEORGE GOODWIN SIYY, A-224 134.46 AC, GEORGE GOODWIN SIYY, A-224 TX	X PANOLA	8 8 5 5 5 4	
CARTHAGE	THOMAS, W.M.A.S.E.WOOD, J.R. ASHLEY, GARLOS C	SUN OIL COMPANY HUMBLE OIL & RIFINING COMPANY		281.62 AC, GEORGE GOODWIN SVY, A-224 42.5 ACS, GEORGE GOODWIN SURVEY, A-224 TX	X PANOLA	5 5 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
CARTHAGE	GRAY, WHEY MAE COMMER WOOD, J.B. ET AL.	EXXON MOBIL CORPORATION OF HUMBLE OIL & RIFINING COMPANY V		100.11 ACS, GEORGE GOODWIN SURVEY, A-224 TX 60 ACS, WILLIS VAUGHN SURVEY, A-684	X PANOLA	92 B96	16 68 97 42
CARTHAGE	HAND, E.L. JONES, OLIVE, ET AL.	HUMBLE ON & RIFINING COMPANY HUMBLE ON & RIFINING COMPANY	3005 224	197 ACS, GEORGE GOODWIN SURVEY, A-224 200.65 ACS, GEORGE GOODWIN SURVEY, A-224 TX	X PANOLA X PANOLA	47 239	22
CARTHAGE	REEVES! M	CU DANIELS		GEORGE GOODWIN	PANOLA	5 20 20 20 20 20 20 20 20 20 20 20 20 20	
CARTHAGE	SOURCE, MICE MILEMAN, ET AL. SOURCE, MICE & HAZEL M. COATE MILE A.			392.976 AC, MATTHEW ASHTON SVY, A-8 134.14 f AC, MATTHEW ASHTON SVY, A-8 134.15 AC, MATTHEW ASHTON SVY, A-8 135.15 AC, MATTHON SVY, AC, MATTHEW ASHTON SVY, AC, MATTHEW AS	PANOLA	38 116	
CARTHAGE	CONTINUE OF A JULY AS JULY BALLE	ARKANSAS LOUISIANA GAS COMPANY A	9 W-157	73.75 C. WATTHEW SHTON SVY. A-8 FA A BATTHEW SHTON SVY. A-8 TO BE AND THE STONE SVY. A-8 TO BE AND THE SV	PANOLA	8 4 8 8 8 8	157 31513 156 19229
CARTHAGE	MACENICAL, CEA CHLTON MUSSLEWHITE	HUMBLE OIL & REFINING COMPANY	9 M-15	SO AC, MATTHEW ASHTON SVY, A-8 FOR AC MATTHEW ASHTON SVY A-8 FOR ACTUAL SVY A-8 FOR	PANOLA	5 5	
CARTHAGE	LANGEORD, JE & JAME, FORMERLY JE LANGFORD, JR	CHARLES T MCCORD, JR	9 Y45	152.758 AZTHEW ASHTON SVY, A-8	PANOLA		
CARTHAGE	NTLE, FREU & PAZEL BRODGRIOG, BESS SMITH EDAGED HARDED MAINTENER BLO	CHANGES T MCCORD, JK	GELT 372	80.34 AC, THOMAS RELY SVY, A45 80.34 AC, THOMAS RELY SVY, A372 73 80.34 AC, THOMAS RELY SVX A 372 73	PANOLA	183	89 13671 19 27007
004-002 - 001 CARTHAGE 0004-002 - 002 CARTHAGE	FROST LUMBER MOUSTRIES, INC. FROST LUMBER MOUSTRIES, INC. LONES, EL SIE.	FRANCIS W SCOTT	KELT 372 GOOS 224	162.23 AC, HOUNDS, FILLY SVY, A-372 162.23 AC, THOMBAS KELLY SVY, A-372 TO ALE AL A.P. FERRORE CAPTIVATION SVY, A-274 TO ALE AL A.P. FERRORE CAPTIVATION SVY, A-274 TO ALE AL A.P. FERRORE CAPTIVATION SVY, A-274 TO ALE A.P. FERRORE CAPTIVATION SVY, A-274 TO A.P. FERRORE CAPTIVATION SVY, A-274	X PANOLA	11/21/1944 193	19 27007
CARTHAGE	HART.C.R. ATIONSON W.C.	HUMBLE OL & REFINING COMPANY HIMPIE CA & REFINING COMPANY	224	245.04 AC, GEORGE GOODWIN SVY, A-224 245.04 AC, GEORGE GOODWIN SVY, A-224 TO	PANOLA	6/02/1945 199	1 22 28
CARTHAGE	ROBERTS: FE REED ROYALTY TRUST ET AL	N KINSEY	224	328 AC, GEORGE GOODWIN SVY, A-224 66.5 AC, GEORGE GOODWIN SVY, A-224 To	PANOLA	5/06/1944 171	8 9
2000						:	•

 20888		30480								17461	17458 17452 18098	19566 13803 17460	17451 17515 27984	38258 38022 27167	28484			012236 142160 101135	18197	17480 27489 28321	31014	35967 28530 27367	26015 18083 3109	3109 18727 18223	27779	39330 26666 18966	28622 27872 32112	27812 27812 57453	18167 18344 17871	18429 31809 38704	17061 17061	18892 18138 18378	30034 30034	27163 40400 27592 39796
¥ £ 88 £	3276	8 \$ 5	2 % S %	* * 55 ±	* 1 8 8	8883	122	88	£ £ £	= 1 k k	a . ₹	8 8 8	- 88 E	75 55 85 75 55 88	25 25 25 25 25 25 25 25 25 25 25 25 25 2	18 28	2 7 8	8 5 28	28.29	± - ₹	6 2 8 8 8	4 6 6												322 22
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Contribution	50 AC. WILSON A NEELY SVY, A-514	50 AC. WILSON A NEELY SVY. A-514	50 AC, WILSON A NEELY SVY, A-514	33 AC. MATTHEW PAYNE SVY. A-526	60 AC, MATTHEW PAYNE SVY, A-526	85 AC, MATTHEW PAYNE SVY, A-526	33.02 AC. MATTHEW PAYNE SVY, A-526	121.5 AC, LUCINDA SHIELDS SVY, A-805	A DEBOISE SVY, A-160	610 AC. ADAM LAGRONE SVY, A-381	CHRIS BARBEE SVY, A-794	M GARRISON SVY, A-247	681.44 AC, THOMAS APPLEMHITE SVY, A-41	320 AC. THOMAS APPLEWHITE SVY, A-42	148 AC, THOMAS APPLEWHITE SVY, A-41	148 AC, THOMAS APPLEMMITE SVY, A-41	148 AC, THOMAS APPLEWHITE SVY, A-41	148 AC, THOMAS APPLEWHITE SVY, A-41	148 AC, THOMAS APPLEWHITE SVY, A-41	148 AC. THOMAS APPLEWHITE SVY, A-41	148 AC, THOMAS APPLEWHITE SVY, A-41	25 AC. JONATHAN LINDLEY SVY. A-416	50.5 AC. ANTIONE DUBOISE SURVEY, A-160	6.25 AC, JONATHAN LINDLEY SURVEY, A-416	4 AC, JONA I HAN LINDLET SVT. A-16	LICHNIA SHELDS SVY A405	LUCINDA SHELDS SVY. A-405	10 ACS, WILLIS VAUGHN SURVEY, A-694	132.48 ACS. WILLIS VAUGHN SURVEY, A-894	150 ACS, WILLIS VAUGHN SURVEY, A-894	119 AC, HENRY G STRICKLAND SVY, A-501	122.5 AC, HENRY G. STRICKLAND SVY. A-591	320 ACRES, THOMAS APPLEMENTE SURVEY, A.34	100 ACRES, INCINAS APPLEMENTE SURVET, ASA	135.38 ACS, GEORGE SMITH SURVEY, PASS	AD ACS ANTWAND DURCHAS SERVEY A-160	60 ACS. A DURCUSE SURVEY. A.160	AT EACS THOMAS (CF) IV SURVEY A.372	63.8 ACS. WESLEY GOODWIN SVY, A-221	80 ACS, WESLEY GOODWIN SURVEY, A-221	223.615 ACS, MATHEW PAYNE SURVEY, A-526	223,615 ACS, WILLIS VAUGHN SURVEY, A-894	152.55 ACS, MATHEW PAYNE SURVEY, A-526	103.46 ACS, WILLIS VAUGHN SURVEY, A-894	G GOODWIN SVY, A-224	.122 AC. G GOODWIN SVY. A-224	40 ACRES O COOPERING SIZE & 204
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	BROWN, JOHN C. & G. FINCH	ASH. ALIX, ET AL	REEVES, BERWA, ET AL	SOAPE JACK	BAUGH, C V & GEAVA	BAUGH, C V & GEAVA	RICHARDS, SYMIRA TAYLOR	RABORN, H S	ANDERSON, DAVID L.	CRATON ENERGY/CHK CRATEX/YARBOROUGH GU 13	TRUMPH PRODUCTION/CRATON ENERGY/CHK	TRUMPH PRODUCTION/CRATON ENERGY/CHK	SABINE CORPORATION	BECK, NORMA FAUROT	BRAMLETTE, PAULA ET AL	FINCH, MAURINE MRS	BLOUNT, EVAJEAN ET AL	MCLAN. ERNEST K	STOUGH, JESSIE JOY BROWN ET AL	HRSCH, M.S	TURNER, RUTH MRS	KUNDYSEK, DAVID L DIBJA SOUTHWEST PETROLEUM COMPANY	ANDERSON, DAVID L	SHERWAN, ROBERT A	ATKERSON, DAN A B. JUANTA	MUSCAL BOREST & META ET AL	HIDSON FORFIT ANTA FT A	HUGHES W.C	PILISBURY # ES	CORDRAY, JOHN, ET AL	E T RESOURCES LL CICELL CIPANOLA	E T RESOURCES LLC/CELLC/PANOLA	MONAD WERNER, LLC, ET AL	MOWED WEIGHER, LLC, ET AL.	PACE AMERICAN	SOURCE DESCRIBES TO	SPANS RESOURCES, LID	INITIAL DECOMPOSE OF AMERICA 170	PITZER MCHAEL	WILLS. LARRY	DONALD, FANNE HOLNES	DONALD, FANNE HOLMES	CHADMICK, W.S.	FAMER. R.L.	WALKER, GHOLSTON F	TOLEDO PRODUCTS, INC	DENAMINATION ALIESTAL B. CT. IV
	X2110325-002 - 001 CARTHAGE	FX2110325-003 - 001 CARTHAGE	TX2110325-004 - 001 CARTHAGE	FX2110328-001 - 001 CARTHAGE	TX2110329-001 - 001 CARTHAGE	TX2110329-001 - 002 CARTHAGE			TX2110332-001 - 001 CARTHAGE	TX2110778-001 - 001 CARTHAGE		TX2110783-002 - 004 CARTHAGE		TX2110788-001 - 001 CARTHAGE		TX2110789-002 - 001 CARTHAGE	_	TX2110789-004 - 001 CARTHAGE	TX2110789-005 - 001 CARTHAGE					-	-	TV310800-001 - 001 CARTINGS		_	-		_	_		_	TXZ1109Z9-00Z - 001 CARTHAGE	-										TX2111278-001 - 001 CARTHAGE	

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	NA WELLS	NIT GROSS ACRES COUNTY PARISH STATE	COUNTY! PARISH	STATE	Field	LEASE VS POOLED	RECORDING INFORMATION
W R BANKS	BANKS W.R. 9 BANKS W.R. 10	663.76000	PANOLA	¥	CARTHAGE	POOLED	BK206 PG142 DTD-10/26/45
	BANKS W.R. 11	LAND CONTRACTOR STATE OF THE PROPERTY OF THE P				The first transfer of the second control of	Company of the property of the
BESS SMITH BRODERICK GU 1	BRODERICK 1-3	651.86000	PANOLA	×	CAKIHAGE	POOLED	BK626 PG265 D10-10/2////
J C BROWN OIL UNIT NO 1	BROWN J.C. 12 BROWN J.C. 13 BROWN J.C. 14 BROWN J.C. 15	705.61000	PANOLA	<u></u>	CARTHAGE	POOLED	BK205 PG214 DTD-8/17/45 BK956 PG392 E29598 DTD-6/15/95
C I BELL GAS UNIT	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	618.25000	PANOLA	ዾ	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	CARTHAGE GU 2-10 CARTHAGE GU 2 ROSS 12	622.89000	PANOLA	ጙ	CARTHAGE	POOLED	BK205 PG234 DTD-10/26/45
CARTHAGE GAS UNIT 32	CARTHAGE GU 32-8	682.54000	PANOLA	×	CARTHAGE	POOLED	BK243 PG288 DTD-10/1/46
AL DAVIS	DAVIS A L. 10 DAVIS A L. 11 DAVIS A L. 12 DAVIS A L. 13 DAVIS A L. 15 DAVIS A L. 15 DAVIS A L. 16	00089	PANOLA	*	CARTHAGE	POOLED	BK205 PG334 DTD-8/17/45 BK196 PG122 E31667 DTD-8/17/45
F H DONALD	DONALD 10 DONALD 11 DONALD 12	703.24000	PANOLA	¥	CARTHAGE	POOLED	BK193 PG307 DTD-8/24/45
	FROST LUMBER IND INC UNIT 1	40.00000	PANOLA	¥	CARTHAGE	LEASE	
FROST LUMBER GAS UNIT	FROST LUMBER UNIT 1-2	687.40000	PANOLA	×	CARTHAGE	POOLED	
GENTRY ESTATE GAS UNIT	GENTRY ESTATE GU 1	195.63000	PANOLA	¥	CARTHAGE	POOLED	BK1394 PG725 E123102 DTD-8/10/07
	J W BIGGS 1	40.0000	PANOLA	¥	CARTHAGE	LEASE	On the Principles of the Control of
ELSIE JONES	JONES ELSIE 10 JONES ELSIE 11 JONES ELSIE 12 JONES ELSIE 13	644.69000	PANOLA	ጟ	CARTHAGE	POOLED	BK207 PG192 DTD-11/26/45
FRED KYLE UNIT	KYLE F. 9 KYLE F. 10 KYLE F. 11 KYLE F. 12 KYLE F. 13	648.09800	PANOLA	<u></u>	САКТНАGE	POOLED	BK282 PG378 DTD-2/14/49
LAZARINE NO 1 GAS UNIT	LAZARINE 1	460.20200	PANOLA	¥	CARTHAGE	POOLED	BK1445 PG176 E131000 DTD-4/7/08
MULLINS O.V. UNIT 1-2T	MULLINS O V UNIT #1 2T	704.00000	PANOLA	¥	CARTHAGE	POOLED	DTD-8/9/06
NELLIE OWENS	OWENS NELLE 10 OWENS NELLE 11 OWENS NELLE 12 OWENS NELLE 13 OWENS NELLE 14	681.01000	PANOLA	ĕ	CARTHAGE	POOLED	BK205 PG95 DTD-9/14/45

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

Exhibit "A-4"

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County / Parish	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	PANOLA	
Appendix .	LIT S S YY, A-127 TX TX RTM SYY, A-451 TX	TX TEPHENSON SVY. A-619 TX ABBEL PATTY SVY. A-536 TX	AC. WILLIAM PEARCE SVY. A-661 TX AC. MITCHEL CARRISON SVY. A-247 TX	AC. WILLIAM PEARCE SVY. A-651 TX AC. MITCHEL CARRISON SVY A-247 TX	AC, ALEXANDER BIRDSONG SVY, A-66 TX	BOISE SYY, A-160	ACS. JONATHAN LINDLEY SURVEY, A-416 TX	TX ALCHARACT A-894	AC, MCI., WILLIS VAUGHN, MOSH	2, GEORGE GOODWIN SVY, A-224 TX TX TX	TX DEORGE GOODWIN SVY, A-224 TX	ICS, GEORGE GOODWIN SURVEY, A-224	D ACS, GEORGE GOODWIN SORVET, A-224 T/S AC, MATTHEW ASHTON SVY, A-8 TX	5 AC, MATTHEW ASHTON SVY, A-8 TX AC, MATTHEW ASHTON SVY, A-8 TX	58 AC, MATTHEW ASHTON SVY, A-8	A AC, THOMAS KELLY SVY, A-372	H AC, GEORGE GOODWIN SVY, A-224 H AC, GEORGE GOODWIN SVY, A-224 TX	M AC, GEORGE GOODWIN SVY, A-224 TX	THOMAS KELLY SVY, A-372	AC., THOMAS KELLY SVY, A-3/2 C. GEORGE GOODWIN SVY, A-224 TX	D. GEORGE GOODWIN SVY, A-224 TX D. GEORGE GOODWIN SVY, A-224 TX	C. GEORGE GOODWIN SVY, A-224 TX C. GEORGE GOODWIN SVY, A-224 TX	TX AC. GEORGE GOODWIN SVY, A-224	AC, A MOOFBAAN SVY, A-427	D. A MOORWAN SVY, A-427 TX SS AC, A MOORWAN SVY, A-427 TX	AC, A MODRAMAN SVY, A-427	AC. A MOORBUAN SVY, A-427	AC. A MICHONNA SVT. A-12/ AC. ISABELLA HANKS SVY. A-27/	AC, ISABELLA HANKS SVY, A-271 AC, ISABELLA HANKS SVY, A-271 TX	TX AC, LUCANDA SHELDS SVY, A-805 TX AC, LUCANDA SHELDS SVY, A-805 TX	TX AC. LUCINDA SHIELDS SVY, A-605	TX STATELLS SV1, A-806	D WILKERSON SVY, A-788 1X 55 AC, ISABELLA HANKS SVY, A-271 1X	RGE GOODWIN SURVEY, A-224 TX RGE GOODWIN SURVEY, A-224 TX	RGE GOODWIN SURVEY, A-224 TX RGE GOODWIN SURVEY A-224 TX	TX RGE GOODWIN SURVEY, A-224	RGE GOODWIN SURVEY, A-224	RGE GOODWIN SURVEY, A-224 IS VAUGHN SURVEY, A-694 TX	JS VALIGHN SURVEY, A-694 TX JS VALIGHN SURVEY, A-694 TX	JS VALIGHN SURVEY, A-694 TX	JS VAUGHN SURVEY, A-894 TX	RGE GOODWIN SURVEY, A-224 TX	RGE GOODWIN SURVEY, A-224 TX RGE GOODWIN SURVEY, A-224 TX	RGE GOODWIN SURVEY, A-224 TX	RGE GOODWIN SURVEY, A-224	RIGE GOODWIN SURVEY, A-224 1 AC. GEORGE GOODWIN SURVEY, A-427 TX	3 AC, GEORGE GOODWIN SURVEY, A-427 AC, GEORGE GOODWIN SURVEY, A-427 TX	. GEORGE GOODWIN SURVEY, A-427 AC. GEORGE GOODWIN SURVEY, A-427 TX	AC, GEORGE GOODWIN SURVEY, A-427 TX AC, GEORGE GOODWIN SURVEY, A-427 TX	AC, GEORGE GOODWIN SURVEY, A-427 C GEORGE GOODWIN SURVEY A-427 TX	AC. GEORGE GOODWIN SURVEY. A-427 TX AC. GEORGE GOODWIN SURVEY. A-427 TX	IC. GEORGE GOODWIN SURVEY, A-427 TX TX TX	ACRES, TEXAS CENTRAL RAWAY COMPANY, NO. 23, A-880 TX RO AC MITCHEL CHITH CAN A AND	SE ROLL SWITTER SWITTERSON TX C, A MOODRAM SURVEY, A-427 TX TX	
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Exhbit "A-6"

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

Page 1 of 1

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

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 pase of the named records of PANOLA County, Texas as stamped hereon by me.

OFFICIAL PUBLIC RECORDS

FILED FOR RECORD

Jul 01,2009 03:07P

CLARA JONES, COUNTY CLERK PANDLA COUNTY, TEXAS

Jul 01,2009 03:07P

CLARA JONES, COUNTY CLERK PANDLA 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 <u>3rd</u> day of <u>June</u>, 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. LaFlere, Vice President and

General Manager

Land and Legal & General Counsel		
ACKNOWLEDGEMENTS		
STATE OF TEXAS)		
COUNTY OF SMITH This instrument was acknowledged before me on this 3 ²⁴ day of 2009 by Ernest J. LaFlure, as Vice President and General Manager of EOG Resources, Inc.		
My Commission Expires: PATRICIA V JOHNSTON My Commission Expires Notary Public My Commission Expires:		
7-24-09		
STATE OF OKLAHOMA) COUNTY OF OKLAHOMA)		
This instrument was acknowledged before me on this day of, 2009, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C.		
My Commission Expires: O-II - QOII # 07008390 EXP. 09/11/11 OF OKLANDING		

ASSIGNEE

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

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 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
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
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

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: LESSEE:

Inez Richardson

DATE:

NAPECO, Inc. September 10, 1980

RECORDED:

Volume 688, Page 254

EOG LEASE #:

0105714-004

LESSOR:

Claude E. Upchurch, et al.

LESSEE:

NAPECO, Inc. March 1, 1978

DATE: RECORDED:

Volume 691, Page 283

EOG LEASE #:

0105714-006

LESSOR:

Dr. George B. Allen

LESSEE:

NAPECO, Inc. March 1, 1978

DATE: **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 NAPECO, Inc.

LESSEE: DATE:

September 3, 1980

RECORDED:

Volume 688, Page 256

EOG LEASE #:

0105715-003

LESSOR:

R. Q. Murph NAPECO, Inc.

LESSEE:

September 3, 1980

DATE: **RECORDED:**

Volume 688, Page 252

EOG LEASE #:

0105715-004

LESSOR:

Rossie Lee Speed, et al

LESSEE:

NAPECO, Inc.

DATE: **RECORDED:**

September 4, 1980 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

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. March 1, 1978

DATE:

Volume 710, Page 175

RECORDED: EOG LEASE #:

0105976-000

LESSOR:

Alice A. Crain

LESSEE:

Bojan Oil Company, Inc.

DATE:

April 26, 1975

RECORDED:

Volume 586, Page 784

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;

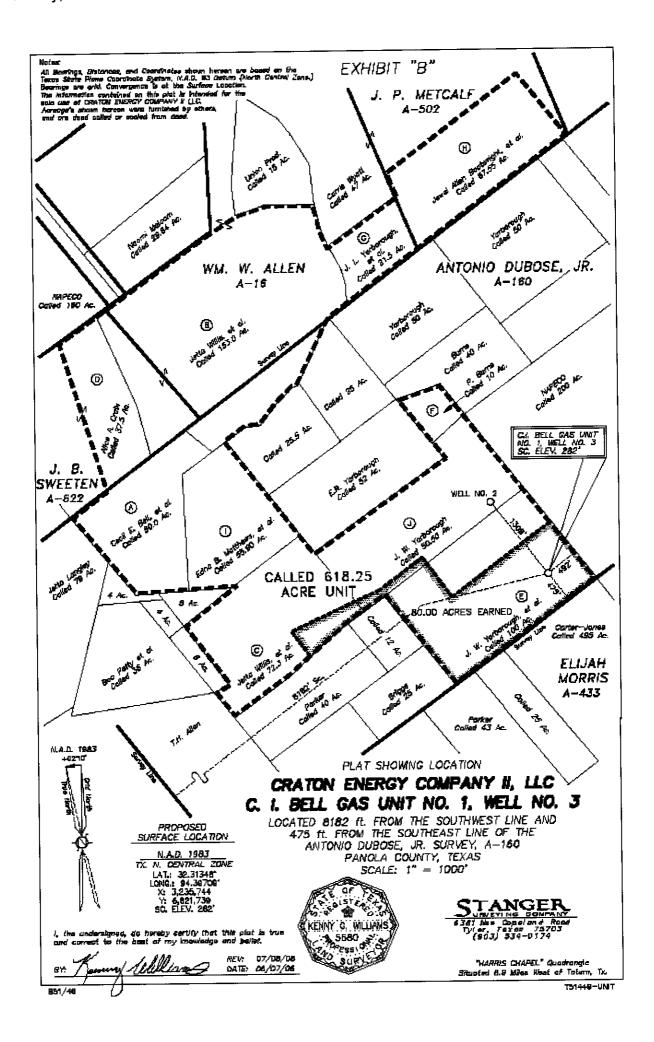
THENCE North 52°28'26" East, for a distance of 1764.25 feet, to a point;

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.

OFFICIAL PUBLIC RECORDS

FILED FOR RECORD Jul 17,2009 11:19A

CLARA JONES, COUNTY CLERK PANOLA COUNTY, TEXAS

Jul 17,2009 11:19A

CLARA JOMES, COUNTY CLERK PANDLA 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 <u>3rd</u> day of <u>June</u>, 2009, but shall be effective for all purposes as of 7:00 A.M. CST, January 29, 2008.

ASSIGNOR

EOG Resources, Inc.

By: Inex J. LaFlure, Vice President and

General Manager

WW PA

ASSIGNEE

By:

Chesapeake Exploration, L.L.C.

an Oklahoma limited liability company

Henry J. Hood, Senior Vice President -Land and Legal & General Counsel **ACKNOWLEDGEMENTS** STATE OF TEXAS **COUNTY OF SMITH** This instrument was acknowledged before me on this _, 2009 by Ernest J. LaFlure, as Vice President and General Manager of EOG Resources, Inc. PATRICIA V JOHNSTON Wy Commission Expli July 24, 2009 My Commission Expires: 7-24-69 STATE OF OKLAHOMA) **COUNTY OF OKLAHOMA** This instrument was acknowledged before me on this day of __, 2009, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. Notary Public # 07c EXP. 09.

EXP. 09.

OF OKLAN 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 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
Volume 615, Page 306

EOG LEASE #: 0105712-003 LESSOR: Elizabeth R. Fry

LESSEE: Bojan Oil Company, Inc.
DATE: December 27, 1976
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
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

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: LESSEE: Mrs. Yantis Turner

DATE:

NAPECO, Inc. 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. March 1, 1978

DATE: 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: LESSEE: Mary Lancaster, Individually and Trustee for W. Y. Y. Lancaster, II

DATE:

NAPECO, Inc.

RECORDED:

September 3, 1980 Volume 688, Page 256

EOG LEASE #:

0105715-003

LESSOR:

R. Q. Murph NAPECO, Inc.

LESSEE:

September 3, 1980

DATE: RECORDED:

Volume 688, Page 252

EOG LEASE #:

0105715-004

LESSOR:

Rossie Lee Speed, et al

LESSEE:

NAPECO, Inc.

DATE:

September 4, 109

RECORDED:

September 4, 1980

KECOKDED:

Volume 692, Page 415

EOG LEASE #:

0105715-005

LESSOR:

Lucius Speed, et al

LESSEE:

NAPECO, Inc.

DATE: RECORDED: March 1, 1978 Volume 710, Page 165

EOG LEASE #:

0105715-006

LESSOR:

Tabitha Dorothy Speed Cannon, et al.

LESSEE:

NAPECO, Inc. January 14, 1982

DATE: 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 Volume 629, Page 775

EOG LEASE #:

RECORDED:

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 Volume 637, Page 783

EOG LEASE #:

RECORDED:

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 NAPECO, INC.

LESSEE:

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

EOG LEASE #:

0105978-000

LESSOR:

J. L. Yarborough, et ux Bojan Oil Company, Inc.

LESSEE: 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: DATE: OXY USA Inc. June 26, 1995

RECORDED:

Volume 956, Page 175

EOG LEASE #:

0106051-000

LESSOR:

Jewell Allen Boatright Bojan Oil Company, Inc.

LESSEE: 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;

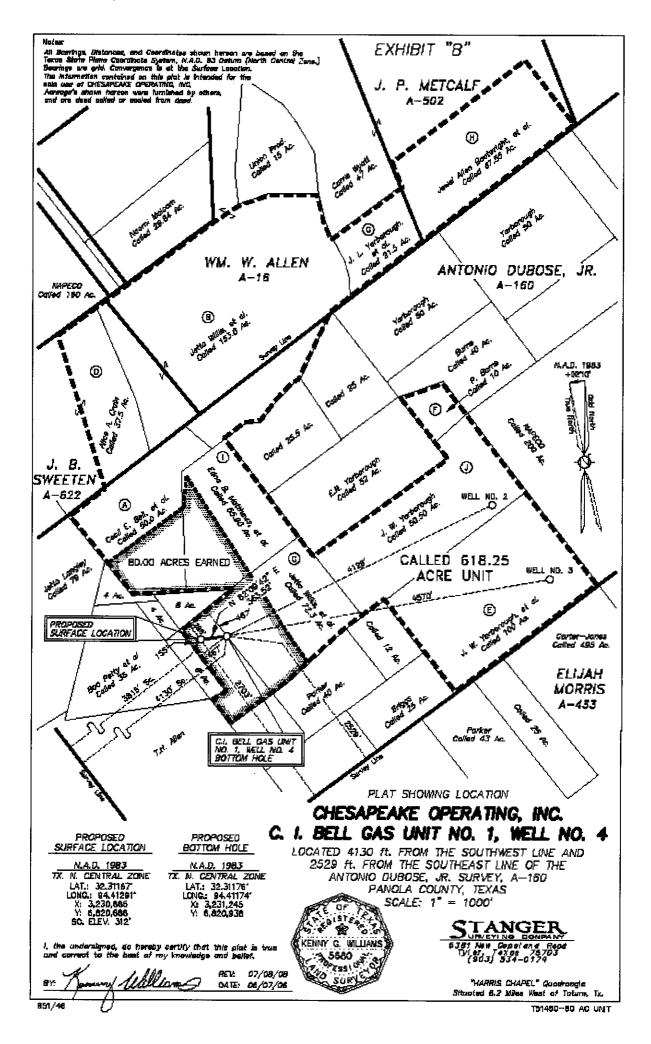
THENCE South 33°09'36" East, for a distance of 2650.26 feet, to a point;

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

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

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

8Y: Teresa Cord, Deputy