



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

January 24, 2023

Mr. Jeffrey S. Anderson
TotalEnergies E&P USA Barnett 1, LLC
301 Commerce Street
Suite 3700
Fort Worth, Texas 76102

RE: §32.207 Pooling Agreement
Birdie Unit
Unit 12198, M-121064
Tarrant County, Texas

Dear Mr. Anderson:

On January 24, 2023, the School Land Board approved your application to pool 4.435 acres of the State's unleased mineral interest under Camp Bowie West Road into the above-captioned 338.785-acre unit subject to the conditions in the enclosed Pooling Agreement pursuant to TNRC §32.207 and its respective exhibits. Enclosed herewith are duplicate originals of the Agreement to be executed and acknowledged by a duly authorized representative of TotalEnergies E&P USA Barnett 1, LLC.

Please attach the following to each agreement after Exhibit "2": a list of all the oil and gas leases included in the unit as Exhibit "A"; a legal description (metes and bounds or a list of the tracts, if they are readily identifiable) of the unit as Exhibit "B"; a legible, accurate plat as Exhibit "C".

After proper execution and acknowledgment, please return the duplicate originals of the Agreement for execution by the Commissioner. **The Board requires that execution be completed within ninety (90) days of approval by the Board.** An executed original of the Agreement will then be returned to you.

In accordance with Section 32.201 of the Texas Natural Resources Code, the bonus and any royalties paid under this agreement should be paid directly to the County.

We also hereby acknowledge receipt of the County Road Bonus Form from Tarrant County in the amount of \$11,087.50, as the consideration for pooling the unleased interest under Camp Bowie West Road.

Thank you for your cooperation, if you have any questions, please contact me at the number listed.

Sincerely,

Mary Beth Barnstone, Landman
Energy Resources Division
Mary.barnstone@glo.texas.gov
(512) 463-6818

enclosure

**POOLING AGREEMENT PURSUANT TO TNRC §32.207
STATE OF TEXAS / TOTALENERGIES E&P USA BARNETT 1, LLC
BIRDIE UNIT
M-121064 -- GLO UNIT 12198
TARRANT COUNTY, TEXAS**

INCLUDING PAYMENTS DIRECTLY TO COUNTY

THIS AGREEMENT ("Agreement") is made and entered into effective January 1, 2023, by and between the Commissioner of the General Land Office of the State of Texas ("State"), and TotalEnergies USA E&P Barnett 1, LLC hereinafter referred to as ("Lessee").

A. The State owns the minerals under approximately 4.435 acre of Camp Bowie West Road that are unleased and within the boundaries of the 338.785-acre Birdie Unit ("Unit") and said 4.435 acre being hereinafter referred to as the "unleased interest".

B. Pursuant to Texas Natural Resources Code §32.207, the School Land Board has authority to pool the oil and gas under land owned by the State that was acquired to construct or maintain a highway, road, street, or alley ("ROW").

C. Lessee and the State desire to pool the unleased interest in the ROW into the Unit.

D. Pursuant to Texas Natural Resources Code §Sec. 32.2015, royalties due on lands owned by the State that were acquired by a county to construct a county road, such as the ROW, shall be paid to the county treasurer, or officer performing the function of that office, in the county in which the lands are located, for deposit to the credit of the county's road and bridge fund.

E. The School Land Board, at its regular meeting on January 24, 2023 determined that pooling the unleased interest into the Unit as further described in Exhibit "2" is in the best interest of the State.

NOW, THEREFORE, in consideration of the payment to Tarrant County (the "County") of \$11,087.50, and of the mutual agreements hereinafter set forth and together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and on the terms and conditions contained herein, including in the Exhibits hereto, the parties agree as follows:

1. This Agreement is entered into pursuant to the authority granted in Chapters 32 and 52, of the Texas Natural Resources Code and Chapter 9 of Title 31 of the Texas Administrative Code and is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of minerals from the Unit and in the interpretation and application hereof this Agreement shall be, in all things, subject thereto.

2. Lessee agrees to provide the General Land Office with a recorded copy of the instrument creating the Unit (Declaration or Designation etc.) and any Amendments to the Unit within thirty (30) days of recording. Lessee has the right to amend the Unit as may be provided in the leases pooled or the instrument creating the Unit, provided that any Amendment that will include additional unleased ROW requires School Land Board approval and consideration to be paid for the additional unleased ROW. The State and Lessee agree that nothing herein shall be construed as granting a leasehold interest to Lessee in the unleased interest but rather this Agreement is a contractual pooling of interests with the respective rights and duties of the parties defined in paragraph 3, below.

3. The rights and duties of the State and Lessee with respect to the unleased interest within the boundaries of the Unit shall be established, governed and controlled by the terms, conditions and covenants contained in Exhibit "1" and Exhibit "2" attached hereto and incorporated herein, wherein the State shall be considered the Lessor and the County shall receive its share of unit production in the form of a royalty as provided in Exhibit "1" and allocated to the County as provided in Exhibit "2" with no obligation to the County for operating costs of any kind, including but not limited to exploring, drilling, equipping, completion, treating, transporting, marketing, plugging, abandonment or restoration.

4. This Agreement shall remain in effect for a term of one year from the effective date, (herein called "primary term") and so long as the pooled mineral is being produced in paying quantities from the Unit, or so long as the instrument creating the Unit remains in effect; provided that this Agreement shall automatically terminate on the date production of the pooled mineral ceases and there are no further operations on the Unit to re-establish production of the pooled mineral, even though the instrument creating the pooled unit may remain in effect because a dissolution of unit has not been filed of record.

5. Production Sharing Agreements or similar type agreements may be submitted for execution by the State. Upon

finding that such an agreement is in the best interest of the State and upon submission of the required \$500.00 processing fee, the agreement will be submitted for execution by the Commissioner of the Texas General Land Office.

6. A counterpart hereof may be executed by each party to this Agreement, each of which shall be considered an original, and all of said counterparts shall be construed together as one instrument.

7. The terms and provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the respective dates indicated below.

Date Executed _____

STATE OF TEXAS

legal _____
leas. _____
cont. mb
exec. _____

DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office

CERTIFICATE

I, Linda Quintanilla, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on January 24, 2023, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the _____ day of _____, 2023.

Secretary of the School Land Board

Date Executed _____

TotalEnergies E&P USA Barnett 1, LLC

By: 

Brett Austin

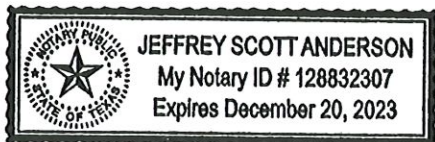
Its: Vice President - Land

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on 2/27/2023, 2023, by Brett Austin as

Vice President - Land, TotalEnergies E&P USA Barnett 1, LLC, a Delaware limited liability company
company on behalf of said company.



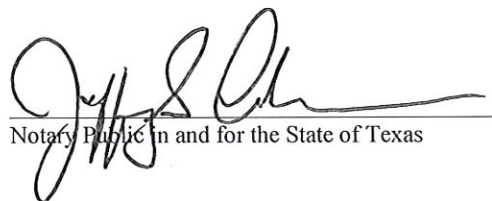

Notary Public in and for the State of Texas

EXHIBIT "1"

§32.207 Exhibit 1, Revised 11/2017

1. RESERVATION AND GRANT: There is hereby excepted and reserved to Lessor the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted to Lessee, being the right to explore for, drill and produce the pooled mineral from the pooled area, and Lessor further reserves the rights of ingress and egress and use of said lands by Lessor and its mineral lessees, for purposes of exploring for and producing the minerals and zones which are not covered by this Agreement. All of the rights in and to the pooled area retained by Lessor and all of the rights in and to the pooled area granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. PRODUCTION ROYALTIES: Upon production of the pooled mineral, Lessee agrees to pay or cause to be paid to the County of Tarrant (the "County"), for the use and benefit of the County, during the term hereof:

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

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

(C) PROCESSED GAS: As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, 1/4 part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this agreement, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this agreement; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

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

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

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

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

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

3. ROYALTY PAYMENTS AND REPORTS: All royalties not taken in kind shall be paid to the County, in the following manner:

(A) Payment of the County's royalty on production of oil and gas shall be made directly to the County treasurer, or officer performing the function of that office, for deposit to the credit of the County's road and bridge fund. Royalty on oil is due and must be received in the County on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the County on or before the 15th day of the second month succeeding the month of production, accompanied by an affidavit of the owner, manager or other authorized agent, if required by the County, completed in the form (if any) and manner prescribed by the County and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, as well as a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the County may require to verify the gross production, disposition and market value. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid to each lease number. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at the rate established by the General Land Office for royalties due to the Permanent School Fund; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office for State mineral lease reporting according to the administrative rules effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the County's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

(B) For all royalty payments made pursuant to this paragraph 3, even though the payments are made directly to the County, Lessee must submit to the General Land Office (1) the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value, and (2) any other production/royalty reports required to be made pursuant to the Texas Administrative Code as applicable to minerals leased from the Permanent School Fund, even though royalty payments hereunder are made directly to the County. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due.

4. (A) CONTRACTS AND OTHER RECORDS: When requested by the General Land Office or the County, Lessee will furnish the General Land Office with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the pooled mineral produced from the pooled area, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) DRILLING RECORDS: Copies of Railroad Commission forms such as applications to drill, well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall upon written request supply the General Land Office with any records, memoranda, accounts, reports, or other information relative to the operation of the above-described premises in addition to those herein expressly provided for.

5. NO SURFACE USE: No drilling or other operations are allowed on the surface of land during the period in which the land is used by this state as a highway, road, street, alley or maintenance facility.

6. POLLUTION: In developing this pooled area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the agreement. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged hydrocarbons or other pollutants.

7. ASSIGNMENTS: The agreement may be transferred at any time. All transfers must reference this agreement by the State Lease Number and must be recorded in the county where the pooled area is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior transferee of the agreement, including any liabilities to the County for unpaid royalties.

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

9. FORFEITURE: If Lessee shall fail or refuse to make the payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee should fail to file reports in the manner required by this agreement, by law or fail to comply with applicable rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or if Lessee shall knowingly violate any of the material provisions of this agreement, or if this agreement is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this agreement shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease or pooling. However, nothing herein shall be construed as waiving the automatic termination of this agreement by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this agreement and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this agreement and the rules and regulations that may be adopted relative hereto.

10. APPLICABLE LAWS: This agreement is entered into by the State on behalf of the County, and even though royalties hereunder are payable directly to the County, this agreement shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent School Fund land, payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this agreement. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this agreement, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140.

11. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this agreement, from conducting drilling operations thereon, or from producing the pooled mineral therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith and this agreement shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing the pooled mineral from the pooled area. Lessee agrees to immediately notify the GLO of any force majeure event and when the reason for force majeure has ceased.

12. NO WARRANTY AND PROPORTIONATE REDUCTION CLAUSE: This agreement is entered into by the State without any covenant of title or warranty of title, express or implied, and without any recourse against the State in the event of any failure of title, not even for the return of any consideration paid. If the State owns less than the entire undivided interest in the above described land, then the royalties herein provided to be paid to the County shall be paid in the proportion which its interest bears to the entire undivided interest. However, before Lessee adjusts the royalty due to the County, Lessee or his authorized representative must submit to the County and to the General Land Office a written statement which explains the discrepancy between the interest purportedly pooled under this agreement and the actual interest owned by the State.

13. SECURITY: Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from the pooled area. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points of the pooled area's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the County's royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

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

15. ANTIQUITIES CODE: In the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural, archeological or historical interest are encountered on State Land during the activities authorized by this agreement, Lessee will immediately cease activities and will immediately notify the General Land Office (ATTN: Archaeologist, Asset Management Division, 1700 N. Congress Ave., Austin, Texas 78701) and the Texas Historical Commission (P.O. Box 12276, Austin, TX 78711) so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470) and the Antiquities Code of Texas, Chapter 191, Tex. Nat. Res. Code.

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

17. FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this agreement must be filed of record in the office of the County Clerk in any county in which all or any part of the pooled area is located, and recorded copies thereof must be filed in the General Land Office.

EXHIBIT "2"

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled Unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled Unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof, insofar as said lands cover and include those depths described below as the unitized interval. A plat of the pooled Unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the surface of the earth to the base of the Barnett Shale Formation ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The Unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the Unit shall be considered as though the same were on each separate tract in the Unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

- (c) Production of the pooled mineral from the Unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the Unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the Unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled Unit, there shall be allocated to each tract committed to said Unit that pro rata portion of the pooled mineral produced from the pooled Unit which the number of surface acres covered by each such tract and included in the Unit bears to the total number of surface acres included in said Unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

RATIFICATION/WAIVER:

6.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease or Pooling Agreement that has expired, terminated, or has been released in whole or in part or terminated under the their terms or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State or County by reason of the existence or failure of such lease or Pooling Agreement; (3) constitute a waiver or release of any claim by the State that such lease or Pooling Agreement is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or Pooling Agreement or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; (5) constitute a ratification of, or a waiver or release of any claim by the State or the County with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State or the County; or (6) constitute a waiver of sovereign or governmental immunity.

EXHIBIT A
Birdie Unit

LEASE ID	LESSOR	LESSEE	LEASE DATE	INSTRUMENT
TX7771277-000	6479 CAMP BOWIE BLVD	TOTALENERGIES E&P USA BARNET	8/4/2022	D222211979
TX0508601-000	AAA CHAMPION TRANS, INC, D/B/A	FOUR SEVENS ENERGY CO LLC	6/16/2008	D208260843
TX0080318-000	ABBOUD & RUTH GREIG	DALE PROPERTY SERVICES, LLC	7/19/2007	D207268477
TX7771376-000	ALLEN JANCIK	TOTALENERGIES E&P USA BARNET	8/24/2022	D222236467
TX0465917-000	AMANDA J TATE, ET AL	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209054595
42-002623-000	ANDREW M BERNARD	CHESAPEAKE EXPLORATION, LLC	7/30/2011	D211188486
42-001586-000	ANGELA & GABRIEL GARCIA-LAVIN	CHESAPEAKE EXPLORATION, LLC	7/11/2011	D211169261
TX0014798-000	ANN K DEEMS	WESTERN PRODUCTION COMPANY	10/10/2007	D207372841
TX0465645-000	ANTHONY C GARCIA	CHESAPEAKE EXPLORATION, LLC	9/24/2008	D209040927
TX0015023-000	ANTONIO VASQUEZ & ADA HERNANDEZ	WESTERN PRODUCTION COMPANY	9/26/2007	D207348009
42-004211-000	ARCHIE REALTY CO. INC.	CHESAPEAKE EXPLORATION, LLC	6/21/2011	D211152672
TX0513930-000	ARDEN PRUCHA	FOUR SEVENS ENERGY CO LLC	10/3/2009	D209325639
TX0508566-000	ARGO ENTERPRISES, INC	FOUR SEVENS ENERGY CO LLC	6/10/2008	D208245156
42-001823-001	ATKINS FAMILY TRUST	CHESAPEAKE EXPLORATION, LLC	7/15/2011	D211178231
TX0465581-000	AUSTIN HAWKINS	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209037284
TX0425269-000	BAYLEN CLINT BASTIBLE	CHESAPEAKE EXPLORATION, LLC	5/23/2011	D211124903
TX4579386-000	BELKER, III & MELISSA PASCHALL	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209017012
TX0460474-000	BERKE PLACE PROPERTIES, LP	CHESAPEAKE EXPLORATION, LLC	10/7/2008	D209135741
TX0460110-000	BETH A & ROBERT BOCK	CHESAPEAKE EXPLORATION, LLC	9/24/2008	D209063519
TX0014793-000	BETTY F DANIEL	WESTERN PRODUCTION COMPANY	10/3/2007	D207356134
TX0014794-000	BEVERLY DANIELS	WESTERN PRODUCTION COMPANY	10/1/2007	D207354502
42-049930-001	BHASKAR PABBA (25% INTEREST)	CHESAPEAKE EXPLORATION, LLC	4/10/2012	D212093013
TX4579454-000	BILL A LEONARD	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209017006
42-048707-002	BILL WARREN HART	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212066022
42-046160-005	BLAIR MCGROARTY (4.44% INTEREST)	CHESAPEAKE EXPLORATION, LLC	12/1/2011	D212020510
42-001505-000	BLAKE & ALYSON HALPERN	CHESAPEAKE EXPLORATION, LLC	7/7/2011	D211165610
TX0465760-000	BLAKELY RICHARDSON & D SOTELDO	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209046552
TX0465640-000	BOBBIE G DAVIS	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209041177
TX0465514-000	BOBBIE SHOSTY & GREGORY MCCURDY	CHESAPEAKE EXPLORATION, LLC	9/30/2008	D209035458
TX0460145-000	BOBBY D POWELL	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209062505
TX0460196-000	BOWIE SELF STORAGE, LTD	CHESAPEAKE EXPLORATION, LLC	10/9/2008	D209064056
TX0465761-000	BRIAN D WALL	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209046529
	BRIAN JORDAN THOMAS	TOTALENERGIES E&P USA BARNET	1/3/2023	D223010090
TX0425270-000	BROWN-HOPKINS LTD	CHESAPEAKE EXPLORATION, LLC	5/27/2011	D211129937
TX0513000-006	BROWN-HOPKINS LTD	CHESAPEAKE EXPLORATION, LLC	6/1/2007	D207318083
42-048198-000	BURNETT REALTY CO.	CHESAPEAKE EXPLORATION, LLC	2/14/2012	D212049009
42-048818-000	CAMP BOWIE LONE STAR PLAZA LLC.	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212071108
TX0510421-000	CAMP BOWIE PROPERTY, LLC	FOUR SEVENS ENERGY CO LLC	9/3/2008	D208366301
TX0460192-000	CARL G & MARCELYN HAMM	CHESAPEAKE EXPLORATION, LLC	9/30/2008	D209064468
TX0503694-000	CARLTON WHITE ETUX SHARON	FOUR SEVENS ENERGY CO LLC	10/25/2007	D207421495
TX0505475-001	CAROL WALTON	FOUR SEVENS ENERGY CO LLC	10/23/2007	D207437506
42-042368-000	CB BUILDING, LP	CHESAPEAKE EXPLORATION, LLC	11/14/2011	D211284982
42-043911-000	CEDAR CREST PARTNERS, LLC	CHESAPEAKE EXPLORATION, LLC	12/8/2011	D211304816
42-043910-000	CEDAR CREST PARTNERS, LLC	CHESAPEAKE EXPLORATION, LLC	12/7/2011	D211304818
42-004947-000	CHAD DRENNAN	CHESAPEAKE EXPLORATION, LLC	8/30/2011	D211221803
TX0466015-000	CHARLES F CLAYTON, II	CHESAPEAKE EXPLORATION, LLC	9/19/2008	D209076419
TX0014960-000	CHARLOTTE REED	WESTERN PRODUCTION COMPANY	8/17/2007	D207338529
TX0460050-000	CHESLEY W & LORA P CECIL	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209058396
TX4579387-000	CHRISTINE M KOHL	CHESAPEAKE EXPLORATION, LLC	9/24/2008	D209017009
42-050970-000	CHRISTY MCLAUGHLIN AND J. R. MCLAUGHLIN	CHESAPEAKE EXPLORATION, LLC	6/1/2012	D212134665
TX-500141-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, LLC	8/15/2012	D212264962
42-046148-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, LLC	12/29/2011	D212013170
TX0468054-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, LLC	8/2/2010	D210247413
TX-500141-000	CITY OF FORT WORTH (60% INTEREST)	CHESAPEAKE EXPLORATION, LLC	8/15/2012	D212264962
42-0007411-000	CLAIRE HORNEFFER	CHESAPEAKE EXPLORATION, LLC	2/20/2013	D213057011
TX0464002-000	CLARENCE L HUFFMAN ETUX FAYE N.	CHESAPEAKE EXPLORATION, LLC	4/20/2010	D210107418
TX0463299-000	CLARENCE L HUFFMAN ETUX FAYE N.	CHESAPEAKE EXPLORATION, LLC	4/20/2010	D210107430
TX0425157-000	CLAUDE AND MARY COX	CHESAPEAKE EXPLORATION, LLC	5/25/2011	D211125064
42-010018-000	COMPATRIOT CAPITAL, INC	CHESAPEAKE EXPLORATION, LLC	10/26/2011	D211265828
TX0460049-000	CONNIE L KELLY	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209058395
42-002530-000	CONSTANCE BURDICK	CHESAPEAKE EXPLORATION, LLC	7/26/2011	D211183443
TX0460103-000	CONSTANCE JO COURTNEY	CHESAPEAKE EXPLORATION, LLC	10/15/2008	D209063458
TX0512836-000	COPORATION OF THE EPISCOPAL	FOUR SEVENS ENERGY CO LLC	3/8/2009	D209103673
42-002312-002	CORRIE ROUSEY	CHESAPEAKE EXPLORATION, LLC	7/20/2011	D211181270
TX0460182-000	CRISTINA HERRERA	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209062618
TX0015018-000	CRUZ D & RAMON R URBINA	WESTERN PRODUCTION COMPANY	9/13/2007	D207329695
TX0425153-000	D & D REALTY PARTNERSHIP LTD	CHESAPEAKE EXPLORATION, LLC	5/16/2011	D211123061
TX0460214-000	DALE A & DEBRAH G HENDRICK	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209066001
TX0466000-000	DALE R & YVONNE BRANT	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209022446
TX0465648-000	DALE R GREEN ETUX NORMA J	CHESAPEAKE EXPLORATION, LLC	9/15/2008	D209040943
TX0424333-000	DANIEL E & VALARIE L RHODES	CHESAPEAKE EXPLORATION, LLC	4/19/2011	D211098642
TX0460295-000	DARLA MEADOR SALZER	CHESAPEAKE EXPLORATION, LLC	9/30/2008	D209066712
TX0465652-000	DARRELL HAWKINS	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209040947

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LEASE ID	LESSOR	LESSEE	LEASE DATE	INSTRUMENT
TX0465769-000	DAVID & CONSTANCE RICHARDSON	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209046465
TX0460095-000	DAVID & JILL W WIMBERLY	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209063456
	DAVID A BEHNE	TOTALENERGIES E&P USA BARNET	12/14/2022	D223001465
42-046006-000	DAVID ALAN LANE	CHESAPEAKE EXPLORATION, LLC	1/12/2012	D212011488
42-047833-000	DAVID B PARKER	CHESAPEAKE EXPLORATION, LLC	2/9/2012	D212042215
42-047299-000	DAVID D DORSEY	CHESAPEAKE EXPLORATION, LLC	1/25/2012	D212028675
	DAVID D. ANDERSON	TOTALENERGIES E&P USA BARNET	11/9/2022	D222289247
42-042783-000	DAVID DORSEY	CHESAPEAKE EXPLORATION, LLC	11/14/2011	D211286434
TX0465292-000	DAVID E & ROBIN S HENRY	CHESAPEAKE EXPLORATION, LLC	9/22/2008	D209027741
42-048958-000	DAVID E HENRY	CHESAPEAKE EXPLORATION, LLC	3/14/2012	D212066117
TX4579474-000	DAVID R & TERRY L SMITH	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209017289
TX0465259-000	DAVID W & CAROL W TURNER	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209029553
42-001427-000	DEBORAH DEATS	CHESAPEAKE EXPLORATION, LLC	7/5/2011	D211161016
42-001823-002	DEBRA ATKINS	CHESAPEAKE EXPLORATION, LLC	7/15/2011	D211175914
42-002312-001	DEBRA K ROUSEY	CHESAPEAKE EXPLORATION, LLC	7/20/2011	D211181265
TX0467597-000	DGGRAVESTX PROPERTIES LLC	CHESAPEAKE EXPLORATION, LLC	5/5/2010	D210127774
TX0031059-000	DJUNA BOWIE	CHESAPEAKE EXPLORATION, LLC	4/24/2008	D208195781
42-050636-000	DJUNA BOWIE	CHESAPEAKE EXPLORATION, LLC	4/25/2012	D212111998
42-048303-000	DONALD GORDON STROLE JR AND LINDA STROLE	CHESAPEAKE EXPLORATION, LLC	2/23/2012	D212050919
TX0014949-000	DONALD S & AUDREY PETTY	WESTERN PRODUCTION COMPANY	9/13/2007	D207329693
TX0460296-000	DOROTHY D SANDERS	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209066716
TX0465551-000	DOROTHY GAGE HOLLAND STILLWELL	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209035344
TX0465576-000	DOUG & CAROLYN S CHANDLER	CHESAPEAKE EXPLORATION, LLC	10/15/2008	D209037291
42-042498-002	DOUGLAS B KELTY II	CHESAPEAKE EXPLORATION, LLC	11/16/2011	D211284979
TX0460062-000	DOUGLAS C & MONIQUE S DECKER	CHESAPEAKE EXPLORATION, LLC	9/24/2008	D209057722
TX0005159-000	E H & JOETTA VAUGHAN	CHESAPEAKE EXPLORATION, LLC	7/14/2008	D208337883
TX0424320-000	EARL RICHARDS	CHESAPEAKE EXPLORATION, LLC	4/13/2011	D211095374
TX0505169-000	EARNEST WAYNE HENSON	FOUR SEVENS ENERGY CO LLC	10/25/2007	D207449233
TX4579385-000	EDUARDO & MARY AGNES HERRERA	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209016681
TX0014727-000	EDWIN J ACKERMANN	WESTERN PRODUCTION COMPANY	9/12/2007	D207327806
42-045041-001	ELIAS PROPERTIES - FT. WORTH, LLC ETAL	CHESAPEAKE EXPLORATION, LLC	12/16/2011	D212005236
42-045041-002	ELIAS PROPERTIES - FT. WORTH, LLC ETAL	CHESAPEAKE EXPLORATION, LLC	12/16/2011	D212025279
TX4579470-000	ELIZABETH G SIMS	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209017450
TX0465567-000	ELIZABETH SIMEROTH	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209037112
42-046160-003	ELLEN MUNCIE RALL MINCH (13.34% INTEREST)	CHESAPEAKE EXPLORATION, LLC	12/1/2011	D212020827
TX0509454-000	ELOYCE ANN FLEMING	FOUR SEVENS ENERGY CO LLC	6/16/2008	D208245154
TX4579458-000	EMILY STOW	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209015893
TX0005161-000	ERIC A SEAL	CHESAPEAKE EXPLORATION, LLC	7/30/2008	D208337881
TX4578966-000	ERNEST N, JR & MARY HENDERSON	CHESAPEAKE EXPLORATION, LLC	9/22/2008	D209010359
TX0460036-000	ESTATE OF MARGARETE E HANSON	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209057702
TX0425154-000	EVELYN ODELL RIDDELL	CHESAPEAKE EXPLORATION, LLC	5/18/2011	D211123058
42-049599-000	FELICITAS LOPEZ	CHESAPEAKE EXPLORATION, LLC	3/29/2012	D212079347
42-049452-000	FLOYD W GILBERT	CHESAPEAKE EXPLORATION, LLC	3/21/2012	D212079407
TX0014773-000	FRANCISCO & ROSA CARAVEO	WESTERN PRODUCTION COMPANY	10/3/2007	D207368438
TX0465654-000	FREDERICK J & DAVID A WALTER	CHESAPEAKE EXPLORATION, LLC	10/2/2008	D209040889
42-042270-003	FW RIDGLEA INVESTORS, LTD	CHESAPEAKE EXPLORATION, LLC	10/10/2011	D211281156
TX4579339-000	G ROYCE & REBECCA L CHEYNE	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209013080
42-009153-000	GARY KITE	CHESAPEAKE EXPLORATION, LLC	10/17/2011	D211257005
TX0465762-000	GARY M & MARTHA TREGRE	CHESAPEAKE EXPLORATION, LLC	9/12/2008	D209046458
42-048476-001	GARY R PRINCE REVOCABLE TRUST	CHESAPEAKE EXPLORATION, LLC	2/13/2012	D212055120
TX0015012-000	GARY TRACY	WESTERN PRODUCTION COMPANY	9/6/2007	D207404660
TX0015030-000	GAYLORD & LAWANNA WATSON	WESTERN PRODUCTION COMPANY	9/28/2007	D207350053
TX0014825-000	GENEVA N FLEMING FAMILY TRUST	WESTERN PRODUCTION COMPANY	9/15/2007	D207336544
TX0465289-000	GEORGE A RAGAN, JR	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209030148
TX0465641-000	GEORGE B & SHIRLEY A CRAIG	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209041178
TX0465636-000	GEORGE L & VICTORIA KRUIZICK	CHESAPEAKE EXPLORATION, LLC	9/24/2008	D209040873
TX0465639-000	GEORGE M BEASLEY	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209041176
42-004489-000	GERALD & JULIE CHILDRESS	CHESAPEAKE EXPLORATION, LLC	8/24/2011	D211212558
TX0460313-000	GERALD CALVIN MEEHAN	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209073470
TX0015028-000	GERALD WALLACE	WESTERN PRODUCTION COMPANY	9/28/2007	D207350059
TX4579311-000	GERRY M & MARGARET A GOODMAN	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209012149
TX0465776-000	GLENN W & VIKIE V SUTHERLAND	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209046499
42-042270-001	GREENSTREET CAPITAL, LP	CHESAPEAKE EXPLORATION, LLC	10/10/2011	D211281155
TX0465756-000	GREGORY S & KRISTA LYNN SPIERS	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209046538
42-009361-001	GRIFFIN & MAGGIE WALTON (50% INTEREST)	CHESAPEAKE EXPLORATION, LLC	6/21/2011	D211152673
TX0503966-000	GUADALUPE & LETICIA AYALA	FOUR SEVENS ENERGY CO LLC	10/4/2007	D207429634
42-008308-000	GUADALUPE & LETICIA AYALA	CHESAPEAKE EXPLORATION, LLC	10/7/2011	D211249060
TX0503964-000	GUADALUPE & LETICIA AYALA	FOUR SEVENS ENERGY CO LLC	10/4/2007	D207429632
TX0508585-000	GUI EULA MCREYNOLDS AKA GUY	FOUR SEVENS ENERGY CO LLC	5/29/2008	D208241099
TX0465584-000	GUNNELL L WHETSTONE	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209037323
TX0425272-000	H Y & J C CORP	CHESAPEAKE EXPLORATION, LLC	5/10/2011	D211124905
TX0014935-000	HECTOR FERNANDO & BERTHA OCHOA	WESTERN PRODUCTION COMPANY	9/26/2007	D207348012
TX0460288-000	HELEN F HUGHES	CHESAPEAKE EXPLORATION, LLC	9/30/2008	D209066742

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LEASE ID	LESSOR	LESSEE	LEASE DATE	INSTRUMENT
42-048242-000	HELMY & VICTOR INC	CHESAPEAKE EXPLORATION, LLC	2/7/2012	D212048936
42-002622-000	HENRY R LEMKE	CHESAPEAKE EXPLORATION, LLC	7/28/2011	D211188487
42-048065-000	HERMAN G. WEST INC	CHESAPEAKE EXPLORATION, LLC	2/9/2012	D212042216
TX0513000-002	HI HONEY BROWN INVESTMENTS LP	CHESAPEAKE EXPLORATION, LLC	6/1/2007	D207286423
42-048794-001	HICKMAN DEVELOPMENT CORP (60.7% INTEREST)	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212066082
42-048871-002	HICKMAN PROPERTIES, INC (49.5% INTEREST)	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212071058
TX0420696-000	HIGHLAND HAWK JV	CHESAPEAKE EXPLORATION, LLC	5/3/2011	D211106371
42-002255-000	HILLDALE INVESTORS LTD.	CHESAPEAKE EXPLORATION, LLC	7/20/2011	D211180705
TX0465293-000	IMOGENE PARDUE	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209027733
TX4579376-000	INEZ C YARBROUGH	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209015885
42-003121-000	JACIE C DOYLE	CHESAPEAKE EXPLORATION, LLC	8/8/2011	D211195912
42-043305-000	JACINTO M & MELINDA FLORES	CHESAPEAKE EXPLORATION, LLC	12/1/2011	D211298684
TX0465987-000	JACK L STRICKLAND	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209057472
TX0425014-001	JAMES CURTIS	CHESAPEAKE EXPLORATION, LLC	4/27/2011	D211106366
TX0460324-000	JAMES E & DOROTHY WICKER	CHESAPEAKE EXPLORATION, LLC	1/23/2011	D209096559
TX0464001-000	JAMES E. & CLAUDIA A. DUFF	CHESAPEAKE EXPLORATION, LLC	4/23/2010	D210107419
TX0014790-000	JAMES H COX	WESTERN PRODUCTION COMPANY	9/13/2007	D207329692
TX0508184-000	JAMES L & JENNIE O'BRIEN	FOUR SEVENS ENERGY CO LLC	4/16/2008	D208166777
TX4579453-000	JAMES P & CAROL CATCHING	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209016678
TX0465775-000	JANIE SPRINGER	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209046498
42-046160-001	JANIS SWENSON (4.44% INTEREST)	CHESAPEAKE EXPLORATION, LLC	12/1/2011	D212020514
TX4579351-000	JARRY HO	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209011944
TX0465045-000	JASON BERGAN	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209022386
42-050149-000	JASON KUMMEROW	CHESAPEAKE EXPLORATION, LLC	4/17/2012	D212098429
42-001691-000	JAVIER P & ANDREA MARTINEZ	CHESAPEAKE EXPLORATION, LLC	7/13/2011	D211169253
42-049901-000	JAY K & BETH WIESER	CHESAPEAKE EXPLORATION, LLC	3/30/2012	D212093026
42-050408-000	JAYDEE PROPERTIES LLC	CHESAPEAKE EXPLORATION, LLC	2/15/2012	D212103961
42-050404-000	JAYDEE PROPERTIES LLC	CHESAPEAKE EXPLORATION, LLC	2/15/2012	D212104254
42-050417-000	JAYDEE PROPERTIES LLC	CHESAPEAKE EXPLORATION, LLC	2/15/2012	D212104176
42-050406-000	JAYDEE PROPERTIES LLC	CHESAPEAKE EXPLORATION, LLC	2/15/2012	D212103970
42-045699-000	JEAN ET VIR RYAN WOLF	CHESAPEAKE EXPLORATION, LLC	12/13/2011	D212010827
42-051268-000	JEAN F. DAVIS BAUMANN	CHESAPEAKE EXPLORATION, LLC	6/16/2012	D212157794
	JEAN L BUCHLEITNER	TOTALENERGIES E&P USA BARNET	1/13/2023	D223015805
42-048707-001	JEAN TAYLOR	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212066078
42-048874-000	JEAN TAYLOR	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212066137
42-048202-000	JEANNE L KNAPP	CHESAPEAKE EXPLORATION, LLC	2/21/2012	D212049013
TX0014858-000	JEFFERY HEYER	WESTERN PRODUCTION COMPANY	9/21/2007	D207342754
42-046463-000	JEFFREY AARON DOWLING	CHESAPEAKE EXPLORATION, LLC	1/18/2012	D212018014
TX0014957-000	JERI K QUINTON	WESTERN PRODUCTION COMPANY	8/27/2007	D207306408
42-048032-000	JERI LYN ELKINS	CHESAPEAKE EXPLORATION, LLC	2/12/2012	D212042204
TX0464003-000	JEROD D. MUND ETUX MARY HODGESARTHUR J MUND	CHESAPEAKE EXPLORATION, LLC	4/23/2010	D210107423
TX0460316-000	JERRY & LINDA MCKINNEY	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209073471
TX0460045-000	JERRY & LINDA MCKINNEY	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209057706
TX0465919-000	JESSICA L HANSEN	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209055521
TX0030269-000	JOE & GLYNDA DIANNE BLOODWORTH	CHESAPEAKE EXPLORATION, LLC	3/25/2008	D208163401
42-050388-000	JOE & GLYNDA DIANNE BLOODWORTH	CHESAPEAKE EXPLORATION, LLC	4/25/2012	D212104283
TX0425014-002	JOE CURTIS	CHESAPEAKE EXPLORATION, LLC	4/27/2011	D211106367
TX0465544-000	JOFFRE & ANDREA MCCLUNG	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209035465
	JOHN F BUECHLER	TOTALENERGIES E&P USA BARNET	12/3/2022	D223010875
42-008941-000	JOHN DUKE	CHESAPEAKE EXPLORATION, LLC	10/3/2011	D211254425
TX0460127-000	JOHN E & GALINA V DELERAY	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209063397
42-051004-000	JOHN G SHOLL	CHESAPEAKE EXPLORATION, LLC	3/12/2012	D212139765
TX0465787-000	JOHN M & ROSEMARY LAUGHLIN	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209046515
42-048721-002	JOHN R DIAL JR	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212063987
TX0460010-000	JOHN S & BEVERLY H TILLMAN	CHESAPEAKE EXPLORATION, LLC	10/15/2008	D209056968
TX0460099-000	JOHN W BROOKMAN & BARI B BROOKMAN	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209063452
TX0466005-000	JOHN WILLIAM BAKER, IV	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209022412
TX0465876-000	JORGE & MARIA TERESA CAZARES	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209055475
TX0003909-000	JOSE ANGEL & ELMA C MIER	CHESAPEAKE EXPLORATION, LLC	7/14/2008	D208334150
TX0009755-000	JOSE NIEVES GONZALEZ, ET AL	CHESAPEAKE EXPLORATION, LLC	7/26/2008	D208393624
TX0465877-000	JOSEPH J & KATHRINE J ABRAHAM	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209055476
TX0460230-000	JOSEPH M & HEATHER E LICHTIE	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209065982
42-001324-001	JOSUE O ZACARIAS	CHESAPEAKE EXPLORATION, LLC	6/15/2011	D211145433
TX4579391-000	JUDITH A WEBB	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209017474
TX0465417-000	JUDITH E BLAKEMAN	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209030063
TX0506796-000	JUDY WEBSTER	FOUR SEVENS ENERGY CO LLC	4/9/2008	D208163698
TX4578955-000	JULIA KLEIN	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209010310
TX0469963-000	JUSTIN S Mc MILLAN & KAREN E RODEWALD	CHESAPEAKE EXPLORATION, LLC	4/23/2010	D210107416
TX0460023-000	KAREN LAWLEY PASCHAL	CHESAPEAKE EXPLORATION, LLC	9/17/2008	D209057495
42-042498-003	KAREN LEE HANSEN	CHESAPEAKE EXPLORATION, LLC	11/29/2011	D211303789
TX0014821-000	KATHLEEN GALLAGHER	WESTERN PRODUCTION COMPANY	9/18/2007	D207336542
42-048877-000	KATHRYN G THORNTON & LARRY HOLTON	CHESAPEAKE EXPLORATION, LLC	2/23/2012	D212066150
42-051198-000	KAYLA S SLATER	CHESAPEAKE EXPLORATION, LLC	6/21/2012	D212157797

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LEASE ID	LESSOR	LESSEE	LEASE DATE	INSTRUMENT
TX0465094-000	KEITH S CHARLES	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209022360
TX0465862-000	KELLY P & MARY C SULLIVAN	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209054527
TX4579330-000	KELLYE DIANNE GARRETT	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209012585
42-045160-000	KENDALL & PAIGE KILLIAN	CHESAPEAKE EXPLORATION, LLC	1/3/2012	D212007057
TX0508516-000	KENNETH R HILL, JR	FOUR SEVENS ENERGY CO LLC	6/3/2008	D208241320
PENDING	KEVIN FARMER	TOTALENERGIES E&P USA BARNET	1/11/2023	D223015803
TX0460227-000	KEVIN LEIS	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209065985
42-004610-000	KIMBERLY N JOHNSON	CHESAPEAKE EXPLORATION, LLC	3/25/2010	D210203103
TX0425273-000	KINBRO INVESTMENTS LP	CHESAPEAKE EXPLORATION, LLC	5/23/2011	D211129936
	KYLIE MCKENZIE MILLER	TOTALENERGIES E&P USA BARNET	1/3/2023	D223014569
TX0505476-001	L H MCDANIEL, III	FOUR SEVENS ENERGY CO LLC	11/6/2007	D207437507
TX4579475-000	LAINA K MCDONALD	CHESAPEAKE EXPLORATION, LLC	10/15/2008	D209017060
TX0082043-000	LARRY & TINA KARDARAS	DALE PROPERTY SERVICES, LLC	7/27/2007	D207283828
TX0506841-000	LARRY DEWAYNE COOK	FOUR SEVENS ENERGY CO LLC	4/15/2008	D208166743
42-050699-000	LARRY DEWAYNE COOK	CHESAPEAKE EXPLORATION, LLC	5/9/2012	D212115292
TX4579342-000	LAURENCE K GUSTAFSON	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209013078
TX0465649-000	LEO J & CYNTHIA M FLEMING	CHESAPEAKE EXPLORATION, LLC	10/15/2008	D209040944
TX0465286-000	LESLIE & CAROL A HUDSON	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209030149
TX0465285-000	LESLIE HUDSON	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209030242
TX0465879-000	LODGE PROPERTIES	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209055479
TX0465015-000	LS 1 LAND TR DTD MAY 27, 2008	CHESAPEAKE EXPLORATION, LLC	10/14/2008	D209021465
42-004187-000	M DILLON SNOWDEN	CHESAPEAKE EXPLORATION, LLC	6/20/2011	D211148713
TX0465642-000	MADELINE EMILY ROGERS CLAUNCH	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209041167
TX0015027-000	MANSOOR VIRANI	WESTERN PRODUCTION COMPANY	11/1/2007	D207404664
TX0460094-000	MARC A & LISA H YORK	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209063457
42-046160-004	MARGARET JOLLEY (4.44% INTEREST)	CHESAPEAKE EXPLORATION, LLC	12/1/2011	D212020818
TX4579314-000	MARGARET JUNE HOFFMAN	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209012152
TX0420123-000	MARIA G RODRIGUEZ	CHESAPEAKE EXPLORATION, LLC	3/22/2011	D211073002
42-047897-002	MARILYN CRAFT SLUTZ, AKA MARILYN CRAFT FLUTZ	CHESAPEAKE EXPLORATION, LLC	3/12/2012	D212084917
TX0460232-000	MARK A GASPARINI	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209065980
TX0465425-000	MARK BEALL MCLEAN	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209030093
TX0465046-000	MARK R & KAREN S BENSON	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209022377
TX0465019-000	MARTHA JANE SAXON	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209021469
TX0465415-000	MARTIN J WALSH	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209030091
TX0465757-000	MARTY & LISA MANASCO	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209046539
TX0465566-000	MARY A COWAN	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209037113
42-050883-000	MARY E & RONALD D ROBERTS	CHESAPEAKE EXPLORATION, LLC	5/23/2012	D212127100
TX4579485-000	MATTHEW S ELENBAAS	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209019461
42-048035-000	MELBA RANCE	CHESAPEAKE EXPLORATION, LLC	2/15/2012	D212042207
42-048094-000	MELBA RANCE	CHESAPEAKE EXPLORATION, LLC	2/15/2012	D212048907
TX4578965-000	MELINDA JEAN CULTON	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209010357
TX0031055-000	MEREDITH HEINEMAN	CHESAPEAKE EXPLORATION, LLC	4/18/2008	D208195777
42-051009-000	MEREDITH HEINEMAN	CHESAPEAKE EXPLORATION, LLC	4/30/2012	D212139773
TX0501094-000	MICHAEL D & VICTORIA SAUERHAGE	FOUR SEVENS ENERGY CO LLC	6/30/2007	D207341350
TX0031689-000	MICHAEL G FRIEDMAN	CHESAPEAKE EXPLORATION, LLC	5/15/2008	D208245104
TX0460245-000	MICHAEL G RODRIGUEZ	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209066995
TX4579334-000	MICHAEL J & ANN L ANDREWS	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209012589
TX0460244-000	MICHAEL M & SHARON L SANDS	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209066713
TX4579463-000	MICHAEL P & CAROLE J ROBINSON	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209017085
42-048721-001	MICHAEL R DIAL	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212066053
42-049975-000	MICHAEL RAY BOWEN	CHESAPEAKE EXPLORATION, LLC	4/12/2012	D212093085
TX0030200-000	MICHAEL WASCHEVSKI	CHESAPEAKE EXPLORATION, LLC	3/29/2008	D208163405
42-050663-000	MICHAEL WASCHEVSKI	CHESAPEAKE EXPLORATION, LLC	5/7/2012	D212114193
TX0465791-000	MILDRED D WILLIAMS	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209046897
42-010399-000	MINISTERIO CRISTO VIVE	CHESAPEAKE EXPLORATION, LLC	10/31/2011	D211270017
42-002101-000	MINNIE E MOTE	CHESAPEAKE EXPLORATION, LLC	7/21/2011	D211176104
42-049730-001	MINNIE MONTAYA	CHESAPEAKE EXPLORATION, LLC	3/12/2012	D212985102
42-001324-002	MISAEAL R ZACARIAS	CHESAPEAKE EXPLORATION, LLC	6/14/2011	D211145432
TX0465546-000	NICHOLAS ESPANET & SUNNY M BRITTING	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209035463
TX0421124-000	OLIVE PLACE BAPTIST CHURCH	CHESAPEAKE EXPLORATION, LLC	11/29/2010	D211004939
42-046160-002	OLIVER GREENWALD REVOCABLE INTERV TRUST (13.3	CHESAPEAKE EXPLORATION, LLC	12/1/2011	D212020848
TX0460082-000	OLLIE CURTNER	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209059938
TX0460100-000	PATRICIA KRUIZICK NORGART	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209063451
42-048511-000	PATRICK & AMY HENDERSON	CHESAPEAKE EXPLORATION, LLC	2/22/2012	D212063977
42-048512-000	PATRICK & AMY HENDERSON	CHESAPEAKE EXPLORATION, LLC	2/22/2012	D212063976
42-005371-000	PAUL J CHASTON	CHESAPEAKE EXPLORATION, LLC	4/2/2010	D210239098
42-050687-000	PEGGY G DECKER	CHESAPEAKE EXPLORATION, LLC	5/8/2012	D212114195
TX0508091-000	PEGGY GILDER KYLE & MICHAEL	FOUR SEVENS ENERGY CO LLC	4/2/2008	D208163647
42-042270-002	PIH FW RIDGLEA, LLC	CHESAPEAKE EXPLORATION, LLC	10/10/2011	D211281154
42-005242-000	PLAINS CAPITAL BANK	CHESAPEAKE EXPLORATION, LLC	8/19/2011	D211220857
42-049930-004	RAMACHANDRA M BAJJURI (25% INTEREST)	CHESAPEAKE EXPLORATION, LLC	4/10/2012	D212112102
TX0465920-000	RANDALL D LANGFORD	CHESAPEAKE EXPLORATION, LLC	10/15/2008	D209054662
TX0464004-000	RANDY RUSSELL ETUX PAULA	CHESAPEAKE EXPLORATION, LLC	4/23/2010	D210107422

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LEASE ID	LESSOR	LESSEE	LEASE DATE	INSTRUMENT
42-048474-000	RAY E & JULIE JENSEN	CHESAPEAKE EXPLORATION, LLC	2/15/2012	D212055077
TX0466006-000	RAYMOND L, JR & HEIDI HENNEMAN BUCHERT	CHESAPEAKE EXPLORATION, LLC	9/13/2008	D209022413
TX0465863-000	RAYMOND W RANEY	CHESAPEAKE EXPLORATION, LLC	9/10/2008	D209054526
42-046645-000	REALTY INVESTMENT OPPORT LLC	CHESAPEAKE EXPLORATION, LLC	12/20/2011	D212021920
TX0507698-000	RETAIL BUILDINGS, INC	FOUR SEVENS ENERGY CO LLC	2/26/2008	D208113096
42-048476-002	RICHARD C. KATZ	CHESAPEAKE EXPLORATION, LLC	2/9/2012	D212055475
42-050264-000	RICHARD CHARLES FAULDER	CHESAPEAKE EXPLORATION, LLC	4/20/2012	D212098408
42-002610-000	RICHARD D & CANDICE D FILLINGIM	CHESAPEAKE EXPLORATION, LLC	8/1/2011	D211188485
42-002188-000	RICHARD D COAN & LESLIE C ROCHA	CHESAPEAKE EXPLORATION, LLC	4/7/2011	D211177015
TX0465092-000	RICHARD H & GLYNDA COFFEY	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209022351
TX0460084-000	RICHARD T PORTER & EARNESTEE M PORTER REV L	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209059568
TX4579456-000	RICHARD W & CARA CHANDLER NORTON	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209015758
TX4579457-000	RICHARD W & CARA CHANDLER NORTON	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209015889
TX0508147-000	RICK KOVAL	FOUR SEVENS ENERGY CO LLC	4/19/2008	D208181709
42-050919-000	RICK KOVAL	CHESAPEAKE EXPLORATION, LLC	5/18/2012	D212131319
42-049851-000	RICKY M BLAZO	CHESAPEAKE EXPLORATION, LLC	4/9/2012	D212093298
TX0508597-000	RIDGLEA CHRISTIAN CHURCH	FOUR SEVENS ENERGY CO LLC	6/12/2008	D208245182
TX0508598-000	RIDGLEA CHRISTIAN CHURCH	FOUR SEVENS ENERGY CO LLC	6/12/2008	D208245183
TX4571754-000	RIDGLEA COUNTRY CLUB	CHESAPEAKE EXPLORATION, LLC	6/28/2010	D210188507
42-0007395-000	RIDGLEA PLACE HOMEOWNERS ASSOCIATION	CHESAPEAKE EXPLORATION, LLC	2/20/2013	D213050313
TX4574891-000	RIDGLEA VENTURE LP	CHESAPEAKE EXPLORATION, LLC	3/14/2008	D208293862
TX4574891-000	RIDGLEA VENTURE, LP	CHESAPEAKE EXPLORATION, LLC	3/14/2008	D208293862
TX0031052-000	RIGOBERTO BENITES MURILLO ETUX	CHESAPEAKE EXPLORATION, LLC	4/16/2008	D208195775
TX0465047-000	ROBERT A & MARTHA J DOWLING	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209022378
TX4579486-000	ROBERT B & JANET C GRUMBLING	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209019460
TX0513208-001	ROBERT M CROSS	FOUR SEVENS ENERGY CO LLC	6/1/2009	D209172459
TX0513561-001	ROBERT S MCMICHAEL FAM TR	FOUR SEVENS ENERGY CO LLC	8/10/2009	D209248180
42-051025-000	ROBERT SLEDGE	CHESAPEAKE EXPLORATION, LLC	6/8/2012	D212140221
42-043166-000	ROBERT THOMPSON	CHESAPEAKE EXPLORATION, LLC	11/23/2011	D211291799
TX4579389-000	ROBERTA ANN BURT	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209015752
TX0465637-000	RODDY ANN & SIMON LOPEZ	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209040872
42-049120-000	ROMULO CASAQUITE	CHESAPEAKE EXPLORATION, LLC	3/19/2012	D212071114
TX4579360-000	RONALD L & PATSY E HOLCOMB	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209012010
42-004197-000	ROXANNA J CHAPMAN & JONATHAN P BARNES	CHESAPEAKE EXPLORATION, LLC	6/14/2011	D211145435
42-047462-000	RUSSELL THOMAS VANELLI	CHESAPEAKE EXPLORATION, LLC	1/30/2012	D212031367
	SALLY JO LAMBSON	TOTALENERGIES E&P USA BARNET	12/13/2022	D222291687
TX0465093-000	SANDRA H & BRIAN RAY COLLINS	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209022358
TX0465861-000	SANDRA J WARD	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209054530
TX0424322-000	SARVIS INVESTMENTS, LLC	CHESAPEAKE EXPLORATION, LLC	4/21/2011	D211104384
42-048871-001	SC ENERGY LTD	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212071112
42-048871-001	SC ENERGY LTD (50.5% INTEREST)	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212071112
TX0515657-000	SCI RIDGLEA FUND LLC	CHESAPEAKE EXPLORATION, LLC	8/10/2010	D210202746
42-047492-000	SCOTT R & JOANNA LANCASTER	CHESAPEAKE EXPLORATION, LLC	1/30/2012	D212028656
42-047639-001	SCOTT R & JOANNA LANCASTER (50% INTEREST)	CHESAPEAKE EXPLORATION, LLC	1/30/2012	D212032178
TX0031183-000	SCOTT WALTON	CHESAPEAKE EXPLORATION, LLC	5/13/2008	D208217821
42-050641-000	SCOTT WALTON & HEATHER SPIERS	CHESAPEAKE EXPLORATION, LLC	4/26/2012	D212112047
TX0077459-000	SE & AE INVESTMENTS INC	DALE PROPERTY SERVICES, LLC	6/28/2007	D207240821
TX0014840-000	SERGIO & GLORIA GUTIERREZ	WESTERN PRODUCTION COMPANY	9/5/2007	D207319904
TX0015047-000	SHANNON YELL	WESTERN PRODUCTION COMPANY	9/14/2007	D207335257
TX0014986-000	SHARI SHANAFELT	WESTERN PRODUCTION COMPANY	9/10/2007	D207326141
TX0465281-000	SHELDON LABOVITZ FAMILY TRUST	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209030145
TX0031057-000	SHELDON LANIER	CHESAPEAKE EXPLORATION, LLC	4/21/2008	D208195779
TX0504089-000	SIDNEY ANDER ETUX BARBARA	FOUR SEVENS ENERGY CO LLC	10/25/2007	D207441203
TX0504084-000	SIDNEY ANDER ETUX BARBARA	FOUR SEVENS ENERGY CO LLC	10/25/2007	D207441198
42-044986-000	SONDRA JEAN CURTIS REVOCABLE TRUST	CHESAPEAKE EXPLORATION, LLC	12/20/2011	D212005235
42-049930-002	SREENIVASA R KAPARTI (25% INTEREST)	CHESAPEAKE EXPLORATION, LLC	4/10/2012	D212098436
42-049930-003	SRIDHAR RAVILLA (25% INTEREST)	CHESAPEAKE EXPLORATION, LLC	4/10/2012	D212104152
TX0460172-000	STELLA M HERRERA	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209063615
42-007730-000	STEPHANIE & JOSHUA RICHARDS	CHESAPEAKE EXPLORATION, LLC	10/3/2011	D211245358
42-051482-000	STEPHANIE K. BYERS	CHESAPEAKE EXPLORATION, LLC	7/10/2012	D212188022
TX0465990-000	STEPHEN J & KIMBERLY M NAYLOR	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209057486
TX0460194-000	STEPHEN M KNAPP ETUX RUTH L	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209064054
42-049737-000	STEVE MCGINNIS AND WIFE BARBARA S. MCGINNIS	CHESAPEAKE EXPLORATION, LLC	3/28/2012	D212085047
TX0014846-000	STEVEN & DANA L HANTHORN	WESTERN PRODUCTION COMPANY	9/6/2007	D207372839
42-051206-000	STEVEN AND MARIETTA HAMBRICK	CHESAPEAKE EXPLORATION, LLC	6/25/2012	D212160493
42-048636-000	STEVEN J & GINA ULLRICH	CHESAPEAKE EXPLORATION, LLC	3/2/2012	D212063979
TX4579312-000	STEVEN L FERGUSON	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209012150
TX0014806-000	SUE CHIN DOIRON	WESTERN PRODUCTION COMPANY	10/2/2007	D207361308
TX0464215-000	SURVEILLANCE SECURITY INC	CHESAPEAKE EXPLORATION, LLC	4/30/2010	D210137239
42-050227-000	SUSAN K TISANO	CHESAPEAKE EXPLORATION, LLC	4/19/2012	D212098461
42-042498-001	SUSAN RAE STEWART	CHESAPEAKE EXPLORATION, LLC	11/16/2011	D211284980
TX0505477-001	SUSAN RIMBEY	FOUR SEVENS ENERGY CO LLC	11/6/2007	D207437508
	SUSIE JO MILLER BUCKEYE	TOTALENERGIES E&P USA BARNET	1/17/2023	D223015804

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42-010480-000	SUZAN MARIE ADAMS	CHESAPEAKE EXPLORATION, LLC	11/1/2011	D211270499
TX0460042-000	SUZIN M & DANIEL J HINES	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209057709
TX0425015-001	T & R BUILDING LLC	CHESAPEAKE EXPLORATION, LLC	4/29/2011	D211106365
42-010795-000	TARIQ ENTERPRISES, INC	CHESAPEAKE EXPLORATION, LLC	11/8/2011	D211276943
TX0460226-000	TERESE A ADCOCK	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209065986
TX4579460-000	TERRI SANKER TAUBE	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209017035
42-004931-000	TERRY S MCCATHY SR	CHESAPEAKE EXPLORATION, LLC	9/1/2011	D211217520
42-043445-000	TESS M CALFEE	CHESAPEAKE EXPLORATION, LLC	12/2/2011	D211298691
TX0464006-000	TEXAS MED PROPERTIES LLC.	CHESAPEAKE EXPLORATION, LLC	4/16/2010	D210107427
42-048790-001	THE POWER OF B RETAIL, LTD (39.3% INTEREST)	CHESAPEAKE EXPLORATION, LLC	3/7/2012	D212065999
TX4579348-000	THOMAS KANTZOS	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209011947
42-050806-000	TITAN TOWERS LP	CHESAPEAKE EXPLORATION, LLC	5/14/2012	D212119755
TX0465758-000	TODD & COURTNEY WEGNER	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209046530
TX0508272-000	TODD M SPANGLER	FOUR SEVENS ENERGY CO LLC	4/25/2008	D208172076
42-051014-000	TODD M SPANGLER	CHESAPEAKE EXPLORATION, LLC	6/5/2012	D212139770
TX0465666-000	TONI P PASCHAL	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209040928
	TPG III GBG TRUST	TOTALENERGIES E&P USA BARNET	1/25/2023	D223014115
TX0465663-000	TRACY A HEMMINGER	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209040929
TX4578956-000	TRACY W & JUAN LIMA	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209009510
42-002986-000	TSCA-3 LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION, LLC	7/20/2011	D211192128
TX0465545-000	VICKI LYNNE & LOUIS R FELTY	CHESAPEAKE EXPLORATION, LLC	10/7/2008	D209035464
TX0014816-000	VICTOR V & AQUILINA FLORES	WESTERN PRODUCTION COMPANY	10/17/2007	D207373778
42-004102-000	VILLAGE AT CAMP BOWIE I LP	CHESAPEAKE EXPLORATION, LLC	8/23/2011	D211218980
TX0465789-000	WALTER, JR & LAURA WAECHTER	CHESAPEAKE EXPLORATION, LLC	9/16/2008	D209046896
TX0508195-000	WAYFORD B, SR & VERNA B SMITH	FOUR SEVENS ENERGY CO LLC	4/2/2008	D208166788
42-050685-000	WAYFORD B, SR & VERNA B SMITH	CHESAPEAKE EXPLORATION, LLC	5/8/2012	D212114003
TX4579465-000	WEI & HAE-HORNG SHIH	CHESAPEAKE EXPLORATION, LLC	9/18/2008	D209017042
TX0465763-000	WENDY WEATHERFORD	CHESAPEAKE EXPLORATION, LLC	10/1/2008	D209046459
TX0503256-000	WILLIAM & BILLYE HULLUM	FOUR SEVENS ENERGY CO LLC	9/7/2007	D207401934
TX4579277-000	WILLIAM & JENNIFER GRANDANTE	CHESAPEAKE EXPLORATION, LLC	10/8/2008	D209009875
42-047897-001	WILLIAM D WEISBROD	CHESAPEAKE EXPLORATION, LLC	2/2/2012	D212054869
TX0420693-000	WILLIAM ELLIS & EARL WOOD	CHESAPEAKE EXPLORATION, LLC	3/25/2011	D211108739
TX0465429-000	WILLIAM LEE & NANCY W BODDIE	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209030088
TX4579313-000	WILLIAM NEAL FLOYD	CHESAPEAKE EXPLORATION, LLC	9/24/2008	D209012151
TX0460158-000	WILLIAM P & JANE C WILLIAMS	CHESAPEAKE EXPLORATION, LLC	9/23/2008	D209063364
42-048570-000	WILSON M RIDDLE	CHESAPEAKE EXPLORATION, LLC	3/5/2012	D212063989
	YOLANDA MESTAS	TOTALENERGIES E&P USA BARNET	1/10/2023	D223006580

END OF EXHIBIT A

EXHIBIT "B"

BIRDIE UNIT

BEING 338.785 acres of land, more or less, situated in the Heirs of Hays Covington Survey, Abstract Number 256, the S.H. McEntire Survey, Abstract Number 1006, and the Edward Wilburn Survey, Abstract Number 1679, in the City of Fort Worth, Tarrant County, Texas, being all those certain tracts of land as depicted in the attached plat (pages 8 thru 13 of this document) as having retained mineral interests and recorded in the Deed Records of Tarrant County Texas (D.R.T.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (NAD27 grid northing 385,399.03 and easting 2,020,581.17) at a found one-half inch steel rebar (controlling monument) for the southeasterly corner of Lot 6H, Block 14 of Z. Boaz Country Place Addition, an addition to the City of Fort Worth, as recorded in Volume 388-Q, Page 495 of the Plat Records of Tarrant County Texas (P.R.T.C.T.), said beginning point being in the westerly line of Sappington Place (50-foot right-of-way width);

1. THENCE, S 88° 57' 16" E, a distance of 25.00 feet to a point in the centerline of said Sappington Place;
2. THENCE, S 00° 27' 51" W, along the centerline of said Sappington Place, a distance of 217.91 feet to a point in the centerline intersection of said Sappington Place and Hemsell Drive (60-foot right-of-way width);
3. THENCE, N 68° 00' 04" E, departing the centerline of said Sappington Place, along the centerline of said Hemsell Drive, a distance of 459.08 feet to a point in the centerline intersection of said Hemsell Drive and Olive Place (50-foot right-of-way width);
4. THENCE, S 00° 27' 51" W, departing the centerline of said Hemsell Drive, along the centerline of said Olive Place, a distance of 12.38 feet to a point in the centerline intersection of said Olive Place and said Hemsell Drive;
5. THENCE, S 89° 32' 09" E, departing the centerline of said Olive Place, along the centerline of said Hemsell Drive, a distance of 454.60 feet to a point in the centerline intersection of said Hemsell Drive and Tex Boulevard (60-foot right-of-way width);
6. THENCE, N 00° 27' 51" E, departing the centerline of said Hemsell Drive, along the centerline of said Tex Boulevard, a distance of 120.17 feet to a point;
7. THENCE, S 89° 32' 09" E, departing the centerline of said Tex Boulevard, a distance of 235.65 feet to a point;
8. THENCE, N 00° 27' 51" E, a distance of 80.00 feet to a point;
9. THENCE, S 89° 32' 09" E, a distance of 229.95 feet to a point in the centerline of Mary's Lane (50-foot right-of-way width);
10. THENCE, N 00° 27' 51" E, along the centerline of said Mary's Lane, a distance of 20.33 feet to a point;
11. THENCE, S 89° 32' 09" E, departing the centerline of said Mary's Lane, a distance of 25.00 feet to a point in the easterly line of said Mary's Lane;
12. THENCE, S 89° 33' 45" E, a distance of 195.21 feet to a point;
13. THENCE, S 89° 37' 06" E, a distance of 195.12 feet to a point in the westerly line of Bigham Boulevard (variable right-of-way width);
14. THENCE, S 89° 32' 09" E, a distance of 36.00 feet to a point in the centerline of said Bigham Boulevard;
15. THENCE, S 00° 27' 51" W, along the centerline of said Bigham Boulevard, a distance of 199.28 feet to a point in the centerline intersection of said Bigham Boulevard and said Lindell Avenue (50-foot right-of-way width);

16. THENCE, N 68° 43' 26" E, departing the centerline of said Bigham Boulevard, along the centerline of said Lindell Avenue, distance of 585.28 feet to a point in the centerline intersection of said Lindell Avenue and Edgehill Road (60-foot right-of-way-width), said point is also the beginning of a non-tangent curve to the left;
17. THENCE, Southeastwardly, departing the centerline of said Lindell Avenue, along the centerline of said Edgehill Road and along said non-tangent curve to the left, having a central angle of 00° 22' 47", a radius of 3,857.00 feet, and an arc length of 25.55 feet, the chord bears S 19° 49' 12" E, a distance of 25.55 feet to the beginning of a compound curve to the left;
18. THENCE, Southeastwardly, continuing along the centerline of said Edgehill Road and along said compound curve to the left, having a central angle of 02° 44' 58", a radius of 5,601.00 feet, and an arc length of 268.76 feet, the chord bears S 21° 23' 04" E, a distance of 268.74 feet to a point in the centerline intersection of said Edgehill Road and Greenway Road (60-foot right-of-way width), said point also the beginning of a non-tangent curve to the left;
19. THENCE, Northeastwardly, departing the centerline of said Edgehill Road, along the centerline of said Greenway Road and along said non-tangent curve to the left, having a central angle of 03° 27' 39", a radius of 5,862.85 feet, and an arc length of 354.13 feet, the chord bears N 63° 41' 00" E, a distance of 354.08 feet to a point;
20. THENCE, S 28° 02' 50" E, departing the centerline of said Greenway Road, a distance of 30.00 feet to a point in the southeasterly line of said Greenway Road;
21. THENCE, S 25° 45' 12" E, a distance of 137.33 feet to a point;
22. THENCE, S 26° 19' 42" E, a distance of 135.00 feet to a point;
23. THENCE, S 26° 23' 08" E, a distance of 105.29 feet to a point in the centerline of Camp Bowie Boulevard (variable right-of-way width);
24. THENCE, N 63° 36' 52" E, along the centerline of said Camp Bowie Boulevard, a distance of 301.45 feet to a point in the centerline intersection of said Camp Bowie Boulevard and Hilldale Road (60-foot right-of-way width);
25. THENCE, S 26° 23' 08" E, departing the centerline of said Camp Bowie Boulevard, along the centerline of said Hilldale Road, a distance of 62.50 feet to a point;
26. THENCE, S 26° 15' 58" E, continuing along the centerline of said Hilldale Road, a distance of 216.65 feet to a point;
27. THENCE, N 63° 44' 02" E, departing the centerline of said Hilldale Road, a distance of 30.00 feet to a point in the northeasterly line of said Hilldale Road;
28. THENCE, N 62° 25' 44" E, a distance of 199.54 feet to a found five-eighths inch steel rebar (controlling monument) for the northerly corner of Lot 6RA, Block 36 of Ridglea Addition, an addition to the City of Fort Worth, as recorded in Cabinet A, Slide 126 of said Plat Records;
29. THENCE, S 75° 31' 21" E, a distance of 726.34 feet to a point;
30. THENCE, N 63° 33' 52" E, a distance of 159.89 feet to a point in the westerly line of Bernie Anderson Avenue (120-foot right-of-way width);
31. THENCE, N 63° 21' 24" E, a distance of 60.00 feet to a point in the centerline of said Bernie Anderson Avenue;
32. THENCE, N 63° 39' 58" E, a distance of 60.00 feet to a point in the easterly line of said Bernie Anderson Avenue;
33. THENCE, N 63° 28' 32" E, a distance of 159.46 feet to a found one-half inch steel rebar (controlling monument) for the westerly corner of that certain tract of land as described in deed to Village at Camp Bowie I, L.P. as recorded in Instrument No. D204027585 of said Deed Records;

34. THENCE, N 54° 28' 24" E, a distance of 263.03 feet to the northerly corner of said Village at Camp Bowie I, L.P. tract;
35. THENCE, S 39° 38' 49" E, a distance of 234.23 feet to a point in the centerline of Waverly Way (80-foot right-of-way width);

THENCE, along the centerline of said Waverly Way, the following four (4) courses;

36. N 51° 40' 25" E, a distance of 124.91 feet to a point;
37. N 51° 43' 55" E, a distance of 58.82 feet to the beginning of a non-tangent curve to the left;
38. Northeastwardly, along said non-tangent curve to the left, having a central angle of 10° 40' 21", a radius of 1,158.00 feet, and an arc length of 215.70 feet, the chord bears N 46° 15' 09" E, a distance of 215.39 feet to the beginning of a compound curve to the left;
39. Northeastwardly, along said compound curve to the left, having a central angle of 21° 06' 11", a radius of 470.30 feet, and an arc length of 173.22 feet, the chord bears N 30° 27' 40" E, a distance of 172.24 feet to a point;
40. THENCE, S 70° 05' 25" E, departing the centerline of said Waverly Way, a distance of 40.00 feet to a point in the easterly line of said Waverly Way and the westerly line of Westridge Avenue (variable right-of-way width);
41. THENCE, N 88° 22' 44" E, a distance of 40.00 feet to a point in the centerline of said Westridge Avenue, said point also the beginning of a non-tangent curve to the right;

THENCE, along the centerline of said Westridge Avenue, the following five (5) courses;

42. Southwestwardly, along said non-tangent curve to the right, having a central angle of 16° 45' 45", a radius of 917.60 feet, and an arc length of 268.45 feet, the chord bears S 06° 52' 37" W, a distance of 267.50 feet to a point;
43. S 15° 15' 30" W, a distance of 150.65 feet to a point;
44. S 15° 12' 04" W, a distance of 49.69 feet to a point;
45. S 15° 14' 22" W, a distance of 254.85 feet to the beginning of a non-tangent curve to the left;
46. Southwestwardly, along said non-tangent curve to the left, having a central angle of 00° 47' 03", a radius of 1,602.52 feet, and an arc length of 21.94 feet, the chord bears S 14° 46' 17" W, a distance of 21.94 feet to a point;
47. THENCE, S 75° 37' 14" E, departing the centerline of said Westridge Avenue, a distance of 40.00 feet to a found one-half inch steel rebar (controlling monument) for the northwesterly corner of Lot 1, Block 2R of Ridglea Place Addition, an addition to the City of Fort Worth, as recorded in Cabinet A, Slide 8638 of said Plat Records;
48. THENCE, S 89° 23' 38" E, a distance of 745.13 feet to a point in the centerline of Bryant Irvin Road (variable right-of-way width);
49. THENCE, S 00° 34' 51" W, along the centerline of said Bryant Irvin Road, a distance of 619.23 feet to a point from which a found five-eighths inch steel rebar (controlling monument) bears N 89° 36' 18" W, a distance of 30.43 feet, for the northeasterly corner of Lot 1, Block B of Ridgeway Manors No. 1, an addition to the City of Fort Worth, as recorded in Cabinet B, Slide 3380 of said Plat Records;
50. THENCE, S 00° 39' 14" W, continuing along the centerline of said Bryant Irvin Road, a distance of 301.65 feet to a point;
51. THENCE, S 88° 23' 05" W, departing the centerline of said Bryant Irvin Road, a distance of 1,933.65 feet to a point in the centerline of Ridge Haven Drive (variable right-of-way width), said point also the beginning of a non-tangent curve to the right;
52. THENCE, Southeastwardly, along the centerline of said Ridge Haven Drive and along said non-tangent curve to the right, having a central angle of 02° 23' 43", a radius of

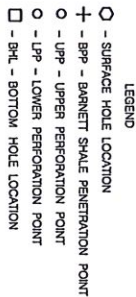
730.00 feet, and an arc length of 30.31 feet, the chord bears S 09° 31' 58" E, a distance of 30.30 feet to a point;

53. THENCE, S 81° 39' 23" W, departing the centerline of said Ridge Haven Drive, a distance of 29.65 feet to a point in the westerly line of said Ridge Haven Drive;
54. THENCE, N 80° 42' 24" W, a distance of 140.33 feet to a point;
55. THENCE, S 32° 39' 12" W, a distance of 229.85 feet to a point;
56. THENCE, S 57° 51' 12" W, a distance of 423.95 feet to a point;
57. THENCE, N 64° 39' 01" W, a distance of 294.25 feet to a point;
58. THENCE, N 40° 49' 07" W, a distance of 180.00 feet to a point in the easterly line of the aforementioned Edgehill Road;
59. THENCE, S 89° 40' 32" W, a distance of 30.00 feet to a point in the centerline of said Edgehill Road, said point also the beginning of a non-tangent curve to the left;
60. THENCE, Southeastwardly, along the centerline of said Edgehill Road and along said non-tangent curve to the left, having a central angle of 02° 38' 14", a radius of 1,711.14 feet, and an arc length of 78.76 feet, the chord bears S 01° 38' 35" E, a distance of 78.76 feet to a point in the centerline intersection of said Edgehill Road and Fortune Road (60-foot right-of-way width);
61. THENCE, S 63° 35' 39" W, departing the centerline of said Edgehill Road, along the centerline of said Fortune Road, a distance of 630.77 feet to point;
62. THENCE, N 26° 24' 21" W, departing the centerline of said Fortune Road, a distance of 180.00 feet to point;
63. THENCE, S 63° 35' 39" W, a distance of 43.20 feet to a point;
64. THENCE, N 26° 24' 21" W, a distance of 175.00 feet to a point in the centerline of Kirkwood Road (50-foot right-of-way width);
65. THENCE, S 63° 35' 39" W, along the centerline of said Kirkwood Road, a distance of 500.00 feet to a point;
66. THENCE, N 26° 24' 21" W, departing the centerline of said Kirkwood Road, a distance of 23.38 feet to a point;
67. THENCE, N 57° 59' 20" W, a distance of 1.46 feet to a point in the centerline of Clayton Road (60-foot right-of-way width), said point also the beginning of a non-tangent curve to the left;
68. THENCE, Northeastwardly, along the centerline of said Clayton Road and along said non-tangent curve to the left, having a central angle of 12° 29' 41", a radius of 925.00 feet, and an arc length of 201.72 feet, the chord bears N 25° 45' 49" E, a distance of 201.32 feet to a point in the centerline intersection of said Clayton Road and Indale Road (60-foot right-of-way width), said point also the beginning of a non-tangent curve to the right;
69. THENCE, Northwestwardly, departing the centerline of said Clayton road, along the centerline of said Indale Road and along said non-tangent curve to the right, having a central angle of 08° 09' 47", a radius of 1,025.00 feet, and an arc length of 146.03 feet, the chord bears N 53° 16' 20" W, a distance of 145.91 feet to a point;
70. THENCE, S 40° 14' 44" W, departing the centerline of said Indale Road, a distance of 189.87 feet to a point;
71. THENCE, N 49° 40' 16" W, a distance of 85.00 feet to a point;
72. THENCE, S 49° 38' 44" W, a distance of 204.40 feet to a point in the centerline of Pelham Road (60-foot right-of-way width), said point also the beginning of a non-tangent curve to the right;

73. THENCE, Northwestwardly, along the centerline of said Pelham Road and along said non-tangent curve to the right, having a central angle of 03° 54' 50", a radius of 1,800.00 feet, and an arc length of 122.96 feet, the chord bears N 38° 23' 50" W, a distance of 122.94 feet to a point from which a found five-eighths inch steel rebar (controlling monument) bears N 53° 23' 48" E, a distance of 30.00 feet for the westerly corner of that certain tract of land as described in deed to Mike Kutach as recorded in Instrument No. D208224548 of said Deed Records;
74. THENCE, N 36° 26' 16" W, continuing along the centerline of said Pelham Road, a distance of 44.80 feet to a point;
75. THENCE, S 53° 33' 44" W, departing the centerline of said Pelham Road, a distance of 221.61 feet to a point;
76. THENCE, S 56° 01' 44" W, a distance of 185.68 feet to a point in the easterly line of Wellington Road (60-foot right-of-way width) from which a one-half inch steel rebar (controlling monument) bears N 57° 51' 17" E, a distance of 31.00 feet for the southerly corner of that certain tract of land as described in deed to Nicholas Espanet and Sunny M. Britting as recorded in Volume 155598, Page 268 of said Deed Records;
77. THENCE, S 56° 32' 48" W, a distance of 30.00 feet to a point in the centerline of said Wellington Road, said point also the beginning of non-tangent curve to the left;
78. THENCE, Southwestwardly, along the centerline of said Wellington Road and along said non-tangent curve to the left, having a central angle of 13° 03' 31", a radius of 1,070.00 feet, and an arc length of 243.87 feet, the chord bears N 39° 58' 57" W, a distance of 243.34 feet to a point in the centerline intersection of said Wellington Road and Hanover Road (60-foot right-of-way width);
79. THENCE, S 46° 29' 14" W, departing the centerline of said Wellington Road, along the centerline of said Hanover Road, a distance of 112.35 feet to the beginning of a non-tangent curve to the right;
80. THENCE, Southwestwardly, continuing along the centerline of said Hanover Road and along said non-tangent curve to the right, having a central angle of 04° 28' 40", a radius of 2,666.40 feet, and an arc length of 208.39 feet, the chord bears S 48° 46' 54" W, a distance of 208.33 feet to a point;
81. THENCE, N 38° 58' 46" W, departing the centerline of said Hanover Road, a distance of 30.00 feet to a point in the northwesterly line of said Hanover Road;
82. THENCE, N 37° 09' 46" W, a distance of 169.86 feet to a point;
83. THENCE, S 63° 37' 14" W, a distance of 1,125.80 feet to a point in the centerline of Floyd Drive (60-foot right-of-way width);
84. THENCE, N 26° 22' 46" W, along the centerline of said Floyd drive, a distance of 187.84 feet to a point;
85. THENCE, S 63° 37' 14" W, departing the centerline of said Floyd Drive, a distance of 29.51 feet to the southwesterly line of said Floyd Drive;
86. THENCE, S 63° 37' 30" W, a distance of 200.08 feet to a point;
87. THENCE, N 26° 22' 30" W, a distance of 212.00 feet to a point in the southeasterly line of the aforementioned Camp Bowie Boulevard;
88. THENCE, N 26° 23' 08" W, a distance of 61.99 feet to a point in the centerline of said Camp Bowie Boulevard;
89. THENCE, S 63° 36' 52" W, along the centerline of said Camp Bowie Boulevard, a distance of 58.46 feet to a point;
90. THENCE, N 26° 23' 08" W, departing the centerline of said Camp Bowie Boulevard, a distance of 62.99 feet to a point in the northwesterly line of said Camp Bowie Boulevard;
91. THENCE, N 00° 22' 43" E, a distance of 567.48 feet to a point in the northerly line of Camp Bowie West (variable width right-of-way);

92. THENCE, N 82° 44' 14" W, along the northerly line of said Camp Bowie West, a distance of 899.15 feet to a point;
93. THENCE, N 89° 30' 01" W, departing the northerly line of said Camp Bowie West, a distance of 57.14 feet to a point;
94. THENCE, N 00° 29' 59" E, a distance of 17.70 feet to a point;
95. THENCE, N 89° 30' 01" W, a distance of 28.42 feet to a point in the northerly line of said Camp Bowie West;
96. THENCE, N 83° 05' 00" W, along the northerly line of said Camp Bowie West, a distance of 176.26 feet to a point;
97. THENCE, N 89° 27' 22" W, a distance of 217.64 feet to a point in the centerline of Alta Mere Drive (160-foot wide right-of-way), from which a found one-half inch steel rebar (controlling monument) bears N 24° 36' 56" E, a distance of 196.80 feet for the easterly corner of that certain tract of land as described in deed to Texas Brown-Hopkins, Ltd. as recorded in Volume 10788, Page 578 of said Deed Records;
98. THENCE, N 00° 32' 38" E, along the centerline of said Alta Mere Drive, a distance of 1529.40 feet to the centerline intersection of said Alta Mere Drive and Arbor Avenue (60-foot wide right-of-way);
99. THENCE, S 89° 30' 26" E, departing the centerline of said Alta Mere Drive, along the centerline of said Arbor Avenue, a distance of 389.51 feet to a point;
100. THENCE, S 86° 34' 32" E, departing the centerline of said Arbor Avenue, a distance of 1,080.68 feet to a point;
101. THENCE, S 89° 32' 09" E, a distance of 430.00 feet to a point in the centerline of Lackland Road (60-foot right-of-way width);
102. THENCE, N 86° 30' 02" E, a distance of 229.55 feet to a point;
103. THENCE, S 89° 32' 09" E, a distance of 174.72 feet to the **POINT OF BEGINNING** and containing 14,757,483 square feet or 338.785 acres of land, more or less.

END OF EXHIBIT "B"



BIRDIE 1H
AS-DRILLED WELL PLAT
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS

SCALE IN FEET

0 400 800 1200 1600

SCALE 1" = 800'

LEASES HAVE NOT BEEN OBTAINED
FOR THE FOLLOWING TRACTS:

- B125 KAYLA S. SLATER
224 KIRKWOOD DR.
FORT WORTH TX 76107
- B129 STUART H. BATTIS
6809 KIRKWOOD RD
FORT WORTH TX 76116
- B131 STEVEN AND MARIETTA HAMBRICK
6200 MILLWOOD COURT
ARLINGTON TX 76016
- B132 KALLYOP1 V WALTON
6472 WAVERLY WAY
FORT WORTH TX 76116
- B138 CENTRO NP HOLDINGS 12 SPE LLC
3901 BELLAIRE BLVD
HOUSTON TX 77025
- B139 WESTERN HILLS PROPERTY INC
ATTN: CURTIS MEADOWS JR
2707 STATE ST
DALLAS TX 75204
- B367 BOULEVARD BUILDERS/RIDGLEA PLACE LP
ATTN: MICHAEL M. VICK
4809 COLE AVE STE 245
DALLAS TX 75205
- B413 LINH H. TRAN
6055 PORTRUSH DR
FORT WORTH TX 76116
- B414 HOLLY E. AGUILAR
4950 OVERTON WOODS CT
FORT WORTH TX 76109
- B757 THE TEXAS GENERAL LAND OFFICE
ATTN: GEORGE MARTIN
ENERGY RESOURCES/MINERAL LEASING
PO BOX 12873
AUSTIN TX 78711
- M160 COMMERCIAL NET LEASE REALTY LP
ATTN: SAM KHATIB
450 S ORANGE AVE STE 900
ORLANDO FL 32801
- M273 RIDGEA COUNTRY CLUB
3700 BERTRIE ANDERSON AVE
FORT WORTH TX 76116
- M280 JEAN F. DAVIS BAUMANN
6416 KIRKWOOD RD
FORT WORTH TX 76116
- M296 TRAVIS MICHAEL HERNANDEZ
11275 HERITAGE OAKS
SHREVEPORT LA 71106
- M300 CHRISTY MCLAUGHLIN AND
J.R. MCLAUGHLIN
6474 WAVERLY WAY
FORT WORTH TX 76116
- M301 KALLYOP1 V WALTON
6472 WAVERLY WAY
FORT WORTH TX 76116
- M307 CITY OF FORT WORTH
ATTN: JEAN PETER
GAS LEASE PROGRAM MANAGER
FOOD THROCKMORTON ST
FORT WORTH TX 76102
- M309 HELEN F. EDWARDS LIMITED PARTNERSHIP
ATTN: H.E.F. INC/J
JAREN EDWARDS SCHMIDT
4413 CUMBERLAND RD N
FORT WORTH TX 76116
- M320 STEPHANIE K. BYERS
6482 KIRKWOOD RD
FORT WORTH TX 76116
- B410 STACEY R. BEIBER
6061 PORTRUSH DR.
FORT WORTH TX 76116
- B380 MICHAEL MASCHEVSKI
3827 BIRKDALE DR.
FORT WORTH TX 76116
- B379 HENBERTO JR ETAL LOPEZ
526 HANCOCK AVE., APT. 432
CORPUS CHRISTI TX 78404
- B378 JUSTIN & JESSICA GRACE
512 HEATERDALE DR.
GRAPEVINE TX 76051
- M308 RICK KOVAL
4706 PARK JACARANDA
CALABAS CA 91302
- M350 SKL DEVELOPMENT LLC
1905 CENTRAL DR. STE. 206
BEDFORD TX 76021



I, THE UNDERSIGNED, DO HEREBY
CERTIFY THAT THIS PLAT ACCURATELY
REPRESENTS THE SURFACE LOCATION OF
THE SURVEYED INTERESTS SHOWN ON
THE GROUND UNDER MY SUPERVISION.

JOSEPH S. BENITEZ, P.L.S.
TEXAS NO. 5934

ARREDONDO, ZEPEDA & BRUNZ, LLC
DALLAS, TEXAS 75228
PH: 214-341-9900 FAX: 214-341-9925
email: office@azb-ny.com

BIRDIE 1H
AS-DRILLED WELL PLAT
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS



Chesapeake Energy, Inc.
100 Energy Way
Fort Worth, TX 76102

- NOTE:
1. PRIMARY COORDINATES AND BASIS OF BEARING ARE IN NAD83 ZONE 4202.
 2. PREPARED FROM A PARTIAL ON THE GROUND SURVEY.
 3. RECORD RESEARCH PROVIDED BY CHESAPEAKE.
 4. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.