268

RATIFICATION OF OIL, GAS AND MINERAL LEASE WITH SEPARATE TRACT CLAUSE

STATE OF TEXAS §
031739
COUNTY OF SAN AUGUSTINE §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under the date of **September 10, 2008, MITTIE P. THOMSON,** as Lessor, executed and delivered an Oil and Gas Lease ("Said Lease") to **CHESAPEAKE EXPLORATION, L.L.C.,** as Lessee, Said Lease being recorded in **Volume** 118, **Page** 215 of the Official Public Records of **San Augustine County,** Texas, and covering certain lands situated in **San Augustine,** Texas, being further and more specifically described as follows, to-wit:

Being that certain called **224.85 acres of land,** more or less, and being a part of the J. B. Dillard Survey, A-101, and the John Churmley Survey, A-75, San Augustine County, Texas, described as two (2) tracts of land — one of 8 3/5 acres, called Tract 1, and the other 216.3 acres, called Tract 2 — in that certain Warranty Deed dated February 21, 1957, from Fred Thomson to F. Bruce Thomson, recorded in Volume 120, Page 181 of the Deed Records of San Augustine County, Texas.

WHEREAS, Said Lease and all rights and privileges thereunder are now owned and held by **CHESAPEAKE EXPLORATION, L.L.C.** and other record owners and holders, if any, of said lease (hereinafter collectively referred to as "Lessee"), whose mailing address for the purposes hereof is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118; and

WHEREAS, the undersigned is an owner of a royalty interest or other interest or interests in some or all of the lands covered by Said Lease, and desires to ratify and confirm Said Lease and all of the terms and provisions set forth therein.

NOW, THEREFORE, for and in consideration of the premises and Ten Dollars ($10.00) and Other Valuable Consideration in hand paid, the receipt of which is hereby acknowledged and confessed, the undersigned does hereby **adopt, ratify and confirm** Said Lease, as same may have been amended, extended or ratified or is hereafter amended, extended or ratified, as to all of the terms and provisions therein, and does hereby **lease, grant, demise and let** the interest of the undersigned in all of the land covered by Said Lease unto Lessee, it successors and assigns, in accordance with all of the terms and provisions of the Said Lease as fully and completely as if the undersigned had originally been named in Said Lease as Lessor and had executed, acknowledged and delivered the same to the Lessee; provided, however, that if the interest of the undersigned is a nonparticipating royalty interest then the undersigned shall not be entitled to any portion of the rentals payable under Said Lease, but such rentals shall be paid to the owner or owners of the oil and gas mineral estate, their heirs, legal representatives and assigns.

THE UNDERSIGNED further acknowledges and agrees that it is the intention of the undersigned that Said Lease and this instrument shall not be construed to pool or unitize the royalty interest of the undersigned in any one tract covered by Said Lease with any other tract covered by Said Lease which has a different royalty ownership, now or hereafter, whether such differences relates to the ownership or the percentage of the royalties.

IF SAID LEASE, now or hereafter, cover separate tracts in which the royalty ownership are different, the Lessee shall have the right, in its discretion, to pool or unitize the interest of the undersigned in any such tract with any other tract covered by Said Lease in the same manner as the Lessee is authorized by the terms of Said Lease to pool or unitize land covered by Said Lease with any other land or leases. In such event, the royalty interest of the undersigned in such unit shall be determined on a surface acreage basis, in the proportion that the number of acres in which the undersigned owns a royalty interest bears to the total number of surface acres included in any such unit.

THE UNDERSIGNED hereby further declares that Said Lease, as same may have been amended, extended or ratified or is hereafter amended, extended or ratified, in all of its terms and provisions is a valid and subsisting oil, gas and mineral lease and declares that Said Lease is binding upon the undersigned, and the undersigned's successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgement below, but effective for all purposes as of the 10th day of September, 2008 (effective date of Said Lease).

Mittie P. Thomson

Mittie P. Thomson
5310 Humble Camp Road
Dickinson, Texas 77539

VOL 171 PAGE 0268

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 21 day of April, 2010, by **Mittie P. Thomson.**

NOTARY PUBLIC STATE OF TEXAS
DWIGHT SNELL
My Commission Expires
July 27, 2013

Dwight Snell:
Notary Public in and for the State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS

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

VOL 171 PAGE 0269

FILED FOR RECORD
SAN AUGUSTINE COUNTY
SAN AUGUSTINE, TEXAS

2010 MAY 25 AM 9:02

DIANA KOVAR
COUNTY CLERK

BY Earline Boyd DEPUTY

Tonia Bankhead
320 North Street, Suite 208
Nacogdoches, Texas 75961

STATE OF TEXAS
COUNTY OF SAN AUGUSTINE
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Real Property Records of San Augustine County, Texas.

Diana Kovar
County Clerk,
San Augustine County Texas