

PA/producers 88

PAID UP OIL AND GAS LEASE

This lease made this 20TH day of FEBRUARY, 2008 by and between, THOMAS L. SALSGIVER, A MARRIED MAN, having an address at 3920 WOODVALE ROAD, HARRISBURG, PA. 17109; AND TERRI L. GRAGSON, A MARRIED WOMAN, having an address at 4016 BARBE WOODS DRIVE, LAKE CHARLES, LOUISIANA 70605, hereinafter collectively called "Lessor" and Chief Exploration & Development LLC having an address at 5956 Sherry Lane, Suite #1500, Dallas, Texas 75225, hereinafter called "Lessee".

WITNESSETH, That for and in consideration of the premises, and all of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

1. LEASING CLAUSE: That the Lessor, for and in consideration of Eighty Five dollars (\$85.00) per. acre as consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors and assigns, Lessor's interest in and to all the oil, gas and coalbed methane and other mineral (not including coal or hard minerals) produced in conjunction therewith, including but not limited to mined out or gob areas of such coal formations or seams (hereinafter collectively called "coal seam gas," "coalbed methane gas," "coalbed gas," "gob gas," "coal mine methane," "methane," "methane gas," "occluded gas," and other naturally occurring gases contained in or associated with any coal seam and gas originating or produced from any coal formations, seams or other strata or formations) and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein described and leased (such lands hereinafter referred to as "Leased Premises"), together with such exclusive rights as may be reasonably necessary for Lessee, at its election, to explore for by geophysical, or other methods, develop, produce, measure, and market production from the Leased Premise, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploration tests; to drill (either vertically, horizontally, or directionally), maintain, operate, treat, vent, dewater, cease to operate, plug, abandon, and remove wells; to stimulate or fracture all coal formations, seams or other strata or formations; and such rights shall survive the term of this agreement for so long thereafter as operations are continued, to use oil, gas, and non-domestic water sources, free of cost, provided that in its exercise of such rights the Lessee shall use reasonable care to minimize any damage or disruption to the Landowners' use and enjoyment of the surface of the parcel or tract described herein. For the purposes of this lease the term "gas" includes "coalbed methane."

2. DESCRIPTION: The Leased Premises is located, all or part, in the County of LYCOMING, in the State of Pennsylvania, in the district/township of MIFFLIN and described as follows:

TAX MAP #: 31-326-173

- On the North by Lands of 31-326-170.A
On the East by Lands of 31-326-164
On the South by Lands of 31-326-175
On the West by Lands of 31-326-170.A

Including lands acquired: by instrument(s) from SMITH E. SALSGIVER AND RUBY M. SALSGIVER, A/K/A. RUBY ZINCK SALSGIVER, HUSBAND AND WIFE, dated 4/15/2002, and recorded in Book 4153, Page 067, and described for the purposes of this agreement as containing 129.00 acres, whether actually more or less, and including all contiguous or appurtenant lands owned by Lessor.

3. LEASE TERM: This Lease shall remain in force for a Primary Term of FIVE years from FEBRUARY 20, 2008, and for as long thereafter as operations are conducted on the Leased Premises in search of production of oil, gas, or their constituents, or for as long as a well capable of production is located on the Leased Premises or on lands unitized or combined with the Leased Premises, or for as long as extended by other provisions herein. Whenever used in this lease the term "operations" shall include, but not be limited to any of the following activities: preparing the location for drilling, testing, stimulating, completing, venting, reworking, recompleting, deepening, dewatering, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and gas, whether or not in paying quantities if, after the primary term, the last producing well on the Leased Premises or on lands unitized or combined with the Leased Premises is plugged and abandoned, the Leased Premises will remain under lease for an additional period of one year from the date of plugging and abandonment, subject to the payment of Delay Rental.

4. EXTENSION OF TERM: Lessee may extend the primary term for one additional period equal to the primary term by paying to Lessor, at anytime within the primary term, proportionate to Lessor's percentage of ownership, an Extension Payment equal in the amount to the compensation received by the Lessor for this Paid Up Lease, plus Five dollars (\$5.00) per net mineral acre, or by drilling a well on the Leased Premises or on lands unitized or combined with the Leased Premises which is not capable of production in quantities.

5. PAYMENT TO LESSOR: Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental at the rate of Eighty Five Dollars (\$85.00) per net mineral acre per year payable annually in advance, beginning on PAID-UP, and continuing thereafter until the commencement of Royalty payments. Delay Rental paid for the time beyond the commencement date of Royalty payment shall be credited upon the Royalty payment. Upon conversion to Storage, Delay Rental payment shall be reestablished.

(B) ROYALTY: To pay Lessor as Royalty, less all taxes, assessments, and adjustments and other permitted deductions on production from the Leased Premises as follows:

1. OIL: To pay Lessor an amount equal to one-eighth (1/8th) of the revenue realized by the Lessee for all oil and constituents thereof produced and marketed from the Leased Premises during the preceding month.

2. GAS: To pay Lessor an amount equal to one-eighth (1/8th) of the revenue realized by the Lessee for all gas and the constituents thereof produced and marketed from the Leased Premises during the preceding month.

It is agreed that the total Royalty that will be paid by Lessee shall be one-eighth (1/8th) and that any Royalty conveyance or reservation in Lessor's chain of title shall be subtracted from the one-eighth (1/8th) royalty provided herein. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00). "Revenue realized" shall mean the price received by Lessee for all oil, gas and constituents thereof produced and marketed from the Leased Premises less any charges for transportation, dehydration, compression, gathering and marketing paid by Lessee to deliver the oil, gas and constituents for sale.

(H) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leased Premises resulting from the action or inaction of Lessor; and Lessee shall be entitled to recover from the debtor, with legal interest and cost, by deduction from any future payments to Lessor or by any other lawful means.

(I) LIMITATION OF FORFEITURE: This lease shall never be subject to civil action or other proceeding to enforce a claim of forfeiture due to Lessee's alleged failure to perform as specified herein, unless Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy Lessor's demand within sixty (60) days from receipt of the notice or such longer time as may be reasonably necessary under the circumstances to satisfy Lessor's demand.

If, at any time within the primary term of this lease or any continuation thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the afore described lands, Lessee shall have the continuing option, by meeting any such offer, to acquire such top lease. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any top lease granted by Lessor in violation of this provision shall be null and void.

6. UNITIZATION: Lessor grants Lessee the right to pool, unitize, or combine all or part of the Leased Premises with other lands, whether contiguous or not contiguous, leased, or un-leased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization provided that no such pool or unit shall exceed 640 acres. Lessee is granted the right to change the size, shape and conditions of operations or payment of any unit created provided that no such pool or unit shall exceed 640 acres. Lessee shall notify Lessor of any such change within a reasonable time after the change has been effected. Lessor agrees to accept and receive out of the production or the revenue realized from production of such unit, such proportional share of the Royalty from each unit well as the number of Leased Premises acres included in the unit bears to the total number of acres in the unit. Otherwise, except for Free Gas, the drilling, operations in preparation for drilling, production from, or payment for Royalty or Shut-In Royalty for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leased Premises.

7. FACILITIES: Lessee shall not drill a well within 200 feet of any structure located on the Leased Premises without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade or restrict roads and facilities built by Lessee without Lessee's written consent.

8. COVERSION OF STORAGE: N/A, REMOVED DELETED TEXT.

9. TITLE AND INTEREST: Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as a result of any prior oil and gas lease covering any or all of the Leased Premises, and that to Lessor's knowledge there are no commercially producing wells currently existing on the Leased Premises, or upon other lands with the boundaries of a drilling or production unit utilizing all or a part of the Leased Premises.

10. LEASE DEVELOPMENT: Except as expressly set forth herein, there is no covenant to develop the Leased Premises within a certain time frame, and there shall be no leasehold forfeiture for implied covenants to produce. Provisions herein constitute full compensation for privileges herein granted.

11. PROPORTIONATE REDUCTION: If the Lessor owns a less interest in the Leased Premises than the entire and undivided fee simple therein, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If the Leased Premises is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, the Leased Premises, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire Leased Premises.

12. ARBITRATION: N/A, REMOVED DELETED TEXT.

13. SURRENDER: Lessee may surrender and cancel this lease as to all or any part of the Leased Premises by recording a Surrender of Lease and if partially surrendered, any payments by Lessee provided for in the PAYMENTS clause shall be reduced in proportion to the acreage surrendered, provided that in no event shall any portion of the amount paid to Lessor under Section 5(A) hereof be deemed to be refundable to Lessee.

14. SUCCESSORS: All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

15. ENTIRE CONTRACT: The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representation, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY THIS LEASE IS PAID UP FOR THE PRIMARY TERM STATED HEREIN.

- 1) ADDENDUM: Notwithstanding any other provision of this Lease, this NATURAL GAS LEASE is for UNITIZATION PURPOSES ONLY and NO SURFACE ACTIVITY OR DISTURBANCE OF LEASED PREMISES will take place. This LEASE is also referred to as a NON-SURFACE AGREEMENT.
- 2) ADDENDUM: CLEAN AND GREEN ROLLEBACK TAX: In the EVENT a CLEAN AND GREEN ROLLEBACK TAX is ASSESSED against the LEASED PREMISES any PORTION thereof, or against all or any portion of the lands overlying the Leased Premises, as a result of operations conducted by the LESSEE on the LEASED PREMISES, LESSEE shall be RESPONSIBLE for PAYMENT of 100 % of such ROLLEBACK TAX.

IN WITNESS WHEREOF, this lease is entered into this the day and year first above written

LESSOR:

THOMAS L. SALSIEVER

LESSOR:

TERRI L. GRAGSON

Terri L. Gragson
Terri L. Gragson Agent & Attorney-in-fact

Instrument 200800002585 OR book 6264 Page 192

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARRISH OF Calcasieu

On this 20th day of FEBRUARY, 2008, before me, a Notary Public, the undersigned officer, personally appeared TERRI L. GRAGSON, A MARRIED WOMAN known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained. In witness thereof, I hereunto set my hand and official seal.

My Commission Expires on: at death

Melissa R. Allain 0166591
Notary Public



ma
Prepared by: Chief Exploration & Development LLC 5956 Sherry Lane, Suite# 1500, Dallas Texas 75225

ACKNOWLEDGMENT BY ATTORNEY IN FACT

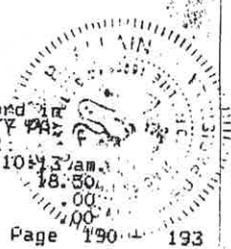
STATE OF LOUISIANA
PARRISH OF Calcasieu

On this 20th day of FEBRUARY, 2008, before me, a Notary Public, the undersigned officer, personally appeared TERRILL GRAGSON, AS ATTORNEY IN FACT FOR THOMAS L. SALSGIVER, PRINCIPAL, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same as Attorney in Fact for the purposes therein contained. In witness thereof, I hereunto set my hand and official seal.

My Commission Expires on: at death

Melissa R. Allain 066591
Notary Public

200800002585
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER:
02-28-2008 At 10:43 am
LEASE 18.50
STATE TAX .00
LOCAL TAX .00
OR book 6264 Page 190-193



Prepared by: Chief Exploration & Development LLC 5956 Sherry Lane, Suite# 1500, Dallas Texas 75225

FILED
LYCOMING COUNTY
2008 FEB 28 A 10:09
ANNABEL MILLER
RECORDER OF DEEDS

The unit hereby designated shall become effective as of the date this instrument is executed, and shall remain in effect for a term of 90 days and for so long thereafter as Unitized Substances are produced from said unit or as long as drilling, completion or reworking/recompletion operations are conducted on any well now or hereafter located on the Unit Acreage which is producing Unitized Substances from the Unitized Interval, with no cessation of more than 90 consecutive days, and if any of such operations result in the production of Unitized Substances, for so long thereafter as same are produced, or drilling or reworking operations for the restoration of production are again commenced within 90 days from the cessation of production. It will be considered that Unitized Substances are being produced in paying quantities while a well is shut-in on said unit and lessee pays or tenders shut-in rentals or royalties in accordance with the terms or provisions of the Leases or otherwise perpetuates the Leases pursuant to each of their respective terms and provisions.

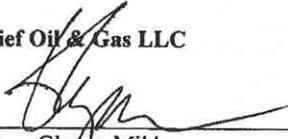
The undersigned reserve the continuing right to amend, correct or alter this instrument and the unit hereby created including, but not limited to, reforming, increasing, decreasing or changing the configuration of the Unit Acreage and relocating or changing the Unitized Interval at the election of the undersigned, at any time from time to time after the original forming hereof. Any such amendment shall conform to the terms and conditions contained in the Leases committed hereto, and shall be in writing, signed by the undersigned, their successors and assigns, and filed for record in the office of the County Clerk of Lycoming County, Pennsylvania.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original instrument but all of which may be taken together for recording purposes and shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is effective this 1st day of November, 2008.

Operator:

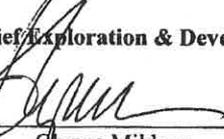
Chief Oil & Gas LLC



By: Glynne Mildren
Title: Senior Vice President - Land

Non-Operators:

Chief Exploration & Development LLC



By: Glynne Mildren
Title: Senior Vice President - Land

200800019197
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER
11-19-2008 At 12:29 pm.
LESS 30 YR 53.50
OR book 6505 Page 1 - 13

FILED
LYCOMING COUNTY

2008 NOV 19 P 12:24

ANNABEL MILLER
RECORDER OF DEEDS

eCorp Resource Partners I, L.P.

By: eCorp Resource Holdings, LLC
Its General Partner

By: *J.M. Kerr*
J.M. Kerr, Manager

By: *John F. Thrash*
John F. Thrash, Manager

Radler 2000 Limited Partnership

By: Tug Hill, Inc., its general partner

By: _____
Michael G. Radler, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this, the 16th day of November, 2008, before me, Mark Wilson, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Senior Vice President – Land of Chief Oil & Gas LLC, a Texas limited liability company, and that he as such Senior Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Senior Vice President – Land. I certify that I am not an officer or director of Chief Oil & Gas LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

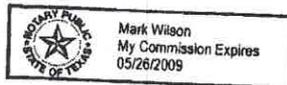


Mark Wilson
NOTARY PUBLIC

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this, the 16th day of November, 2008, before me, Mark Wilson, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Senior Vice President – Land of Chief Exploration & Development LLC, a Texas limited liability company, and that he as such Senior Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Senior Vice President – Land. I certify that I am not an officer or director of Chief Exploration & Development LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Mark Wilson
NOTARY PUBLIC

eCorp Resource Partners I, L.P.

By: eCorp Resource Holdings, LLC
Its General Partner

By: _____
J.M. Kerr, Manager

By: _____
John F. Thrash, Manager

Radler 2000 Limited Partnership

By: Tug Hill, Inc., its general partner

By: Michael G. Radler
Michael G. Radler, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this, the 4th day of November, 2008, before me, Mark Wilson, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Senior Vice President – Land of Chief Oil & Gas LLC, a Texas limited liability company, and that he as such Senior Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Senior Vice President – Land. I certify that I am not an officer or director of Chief Oil & Gas LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

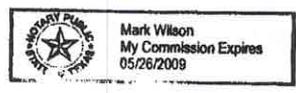


Mark Wilson
NOTARY PUBLIC

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this, the 4th day of November, 2008, before me, Mark Wilson, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Senior Vice President – Land of Chief Exploration & Development LLC, a Texas limited liability company, and that he as such Senior Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Senior Vice President – Land. I certify that I am not an officer or director of Chief Exploration & Development LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

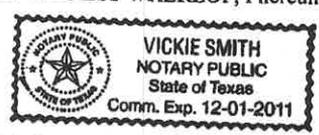


Mark Wilson
NOTARY PUBLIC

STATE OF TEXAS §
§
COUNTY OF Dallas §

On this, the 21th day of November, 2008, before me, Vickie Smith, a notary public in and for the State of Texas, the undersigned officer, personally appeared J.M. Kerr, who acknowledged himself to be the Manager of the general partner of eCorp Resource Partners I, L.P., a Texas limited partnership, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as Manager. I certify that I am not an officer or director of the general partner of eCorp Resource Partners I, L.P.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

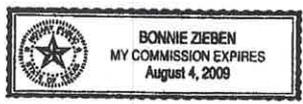


[Signature]
NOTARY PUBLIC

STATE OF TEXAS §
§
COUNTY OF Harris §

On this, the 13th day of November, 2008, before me, Bonnie Zieben, a notary public in and for the State of Texas, the undersigned officer, personally appeared John F. Thrash, who acknowledged himself to be the Manager of the general partner of eCorp Resource Partners I, L.P., a Texas limited partnership, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as Manager. I certify that I am not an officer or director of the general partner of eCorp Resource Partners I, L.P.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
NOTARY PUBLIC

STATE OF TEXAS §
§
COUNTY OF _____ §

On this, the _____ day of _____, 2008, before me, _____, a notary public in and for the State of Texas, the undersigned officer, personally appeared Michael G. Radler, who acknowledged himself to be the President of the general partner of Radler 2000 Limited Partnership, a Texas limited partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as President. I certify that I am not an officer or director of Radler 2000 Limited Partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

STATE OF TEXAS §
§
COUNTY OF _____ §

On this, the _____ day of _____, 2008, before me, _____, a notary public in and for the State of Texas, the undersigned officer, personally appeared J.M. Kerr, who acknowledged himself to be the Manager of the general partner of eCorp Resource Partners I, L.P., a Texas limited partnership, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as Manager. I certify that I am not an officer or director of the general partner of eCorp Resource Partners I, L.P.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

STATE OF TEXAS §
§
COUNTY OF _____ §

On this, the _____ day of _____, 2008, before me, _____, a notary public in and for the State of Texas, the undersigned officer, personally appeared John F. Thrash, who acknowledged himself to be the Manager of the general partner of eCorp Resource Partners I, L.P., a Texas limited partnership, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as Manager. I certify that I am not an officer or director of the general partner of eCorp Resource Partners I, L.P.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

STATE OF TEXAS §
§
COUNTY OF Tarrant §

On this, the 10 day of November, 2008, before me, Jill J. Francis, a notary public in and for the State of Texas, the undersigned officer, personally appeared Michael G. Radler, who acknowledged himself to be the President of the general partner of Radler 2000 Limited Partnership, a Texas limited partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited partnership by himself as President. I certify that I am not an officer or director of Radler 2000 Limited Partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Jill J. Francis
NOTARY PUBLIC

EXHIBIT "A"
Attached to and made a part of that certain Declaration of Pooling and Unitization Agreement covering the Spotts Unit located in Lycoming County, Pennsylvania.

The following Oil and Gas Leases, insofar and only insofar as such lands limited to those lands described on Exhibit "B":

Chief Lease Number	Tract	Tax ID Number Included in Unit	Lessor	Lessee	Lease Date	Recording Information	Total Acres in Lease Acres	
							Lease	Included in Unit
378499L-038	1	31-326-155.F	John J. Bengen, Jr. and Donna M. Bengen	Northeast Energy Resources, LLC	07/24/06	OR 57569217 (200600013710)	19.5	19.5
378499L-137	2	31-326-155.Z	Stephen G. Waits and Mary R. Waits	MK Resource Partners II, LP	10/18/07	OR 6200228 (200700018734)	1.22	1.22
378499L-151	3	31-326-170.A	William A. Miller and Patricia A. Miller	MK Resource Partners II, LP	11/01/07	OR 6200183 (200700018719)	81.8	78.1
378499L-108	4	31-326-172	Sherry A. Miller	MK Resource Partners II, LP	08/10/07	OR 6146343 (200700015388)	81.8	38.84
378499L-108	5	31-326-172.A	Sherry A. Miller	MK Resource Partners II, LP	08/10/07	OR 6146343 (200700015388)	81.8	15
378499L-108	6	31-326-172.B	Sherry A. Miller	MK Resource Partners II, LP	08/10/07	OR 6146343 (200700015388)	81.8	10.3
378499L-108	7	31-326-172.C	Sherry A. Miller	MK Resource Partners II, LP	08/10/07	OR 6146343 (200700015388)	81.8	10.46
378499L-202	8	31-326-173	Thomas L. Salsgiver, a married man, and Terri L. Gragson, a married woman	Chief Exploration & Development LLC	02/20/08	OR 6264190 (200800002585)	129	129
378499L-205	9	31-326-174	Tracy A. Carl	Chief Exploration & Development LLC	04/03/08	OR 6326174 (200800006556)	5.37	5.37
378499L-131	10	31-326-174.B	Tina L. Brown, a single woman and Kenneth M. Rhinehart, a single man	MK Resource Partners II, LP	10/4/2007	OR 6200249 (200700018741)	3.75	3.75
378499L-029	11	31-326-174.C	Stefan A. Zondory and Louise M. Zondory	The Keeton Group, LLC	04/18/05	OR 5582241 (200600002811)	100.74	100.74

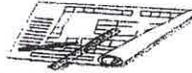
EXHIBIT "B"

Attached to and made a part of that certain Declaration of Pooling and Unitization Agreement covering the Spotts Unit located in Lycoming County, Pennsylvania.



1918 WEST THIRD STREET
WILLIAMSPORT, PA 17701
PHONE: (570) 322-6266

VASSALLO
ENGINEERING & SURVEYING, INC.



CIVIL ENGINEERING
LOT SURVEYS
SUB-DIVISIONS

**Spotts Unit Description for Chief Oil & Gas LLC
Mifflin Township, Lycoming County, Pa.**

Beginning at a Point, at the intersection of the Northwestern corner of land of Steven W. & Patricia A. Spotts, known as Tax Parcel No. 31-326-175, the Eastern line of land of Doughty Revocable Trust, known as Tax Parcel No. 31-325-101, and the Southwestern corner of land of Moltz Irrevocable Res Asset, known as Tax Parcel No. 31-326-172-C.

Thence from the said Place of Beginning, Northerly along the Eastern line of land of said Doughty Revocable Trust, known as Tax Parcel No. 31-325-101, along the Eastern line of land of Linda A. Heyd & Louise H. Anderson, known as Tax Parcel No. 31-325-100, crossing First Fork Road (T-842), and along the Eastern line of land of Ogontz Fishing Club, known as Tax Parcel No. 31-306-128, to a Point, at the corner of land of said Ogontz Fishing Club. Thence Easterly along the Southern line of land of said Ogontz Fishing Club, to a Point. Thence Northeasterly along the Southeastern line of said Ogontz Fishing Club to a Point, at the intersection of the Southeastern line of land of said Ogontz Fishing Club, and the Southwestern corner of land of Vernon M. Miller, known as Tax Parcel No. 31-326-171. Thence Easterly along the Southern line of land of said Miller, to a Point, at the intersection of the Southeastern corner of land of said Miller, known as Tax Parcel No. 31-326-171, and the Southwestern corner of land of Frank G. & Janet F. Green, known as Tax Parcel No. 31-326-170. Thence Southeasterly through the land of Anthony J. Jr. & Beth A. Kowalski, known as Tax Parcel No. 31-326-172, and continuing Southeasterly through the lands of William A. Miller, known as Tax Parcel No. 31-326-170-A, to a Point, at the intersection of the Southeastern corner of land of said William A. Miller, known as Tax Parcel No. 31-326-170-A, the Southwestern corner of land of Scott J. Flook, known as Tax Parcel No. 31-326-170-B, and the Northwestern corner of land of Joseph M. Flook, known as Tax Parcel No. 31-326-164. Thence Southerly along the Western line of land of said Joseph M. Flook, known as Tax Parcel No. 31-326-164, crossing the aforesaid First Fork Road (T-842), along the Western line of land of Neil F. Dunkle, III, known as Tax Parcel No. 31-326-163-A, and along the Western line of land of Neil F. Dunkle, Jr., known as Tax Parcel No. 31-326-163, to a Point, at the Southwestern corner of land of said Neil F. Dunkle, Jr., known as Tax Parcel No. 31-326-163. Thence Easterly along the Southern line of land of said Neil F. Dunkle, Jr., known as Tax Parcel No. 31-326-163, to a Point, at the intersection of the Southern line of land of said Neil F. Dunkle, Jr., known as Tax Parcel No. 31-326-163, and the Northwestern corner of land of Cleon D. Jr. & Lynette R. Watts, known as Tax Parcel No. 31-326-155. Thence Southerly, Westerly & Southerly again along the land of said Cleon D. Jr. & Lynette R. Watts, known as Tax Parcel No. 31-326-155, to a Point, in Pa State Highway, State Route No. 0973. Thence Southeasterly along the center of said State Route No. 0973, to a Point, in the center of said State Route No. 0973, at the Northwestern corner of land of Edward O. & Judith L. Fisher, known as Tax Parcel No. 31-326-155-C. Thence Southerly, Westerly & Southerly again along the land of said Edward O. & Judith L. Fisher, known as Tax Parcel No. 31-326-155-C, to a Point, on the Northern line of land of Howard N. & Courtenay M. Rainey, known as Tax Parcel No. 31-346-109-A. Thence along the Northern line of land of said Howard N. &

Courtenay M. Rainey, known as Tax Parcel No. 31-346-109-A, along the Northern line of land of Terry L. & Patricia A. Weaver, known as Tax Parcel No. 31-346-109-C, along the Northern line of land of Andrew M. & Jane W. Richardson, known as Tax Parcel No. 31-346-109-D, and along the Northern line of land of William L. Farr, Sr., Et Al, known as Tax Parcel No. 31-346-110-B, to a Point, at the intersection of the Northern line of land of said William L. Farr, Sr., Et Al, known as Tax Parcel No. 31-346-110-B, the Southwestern corner of land of Harry S. & Patricia I Shaffer, known as Tax Parcel No. 31-326-177, and the Southeastern corner of land of Donald L. & Connie M. Hillyard, known as Tax Parcel No. 31-326-176-A. Thence Northwesterly through the land of said Donald L. & Connie M. Hillyard, known as Tax Parcel No. 31-326-176-A, crossing the aforesaid State Route No. 0973, continuing Northwesterly through the land of James H. Burke, known as Tax Parcel No. 31-326-176, and continuing Northwesterly through the land of the aforesaid Steven W. & Patricia A. Spotts, known as Tax Parcel No. 31-326-175, to a Point, at the Northwestern corner of land of said Spotts, the said Place of Beginning.

Containing 579.38 +/- Acres

The above described Spotts Unit Parcel is intended to include all of the land owned by the following Parcels, except the Northeastern portions of land of Anthony J. Jr. & Beth A. Kowalski, known as Tax Parcel No. 31-326-172, and land of William A. Miller, known as Tax Parcel No. 31-326-170-A, as well as the Southwestern portions of land of Donald L. & Connie M. Hillyard, known as Tax Parcel No. 31-326-176-A, the land of James H. Burke, known as Tax Parcel No. 31-326-176, the land of Steven W. & Patricia A. Spotts, known as Tax Parcel No. 31-326-175.

*Acreage shown is from the County Assessment Office only, minus the excluded Area.

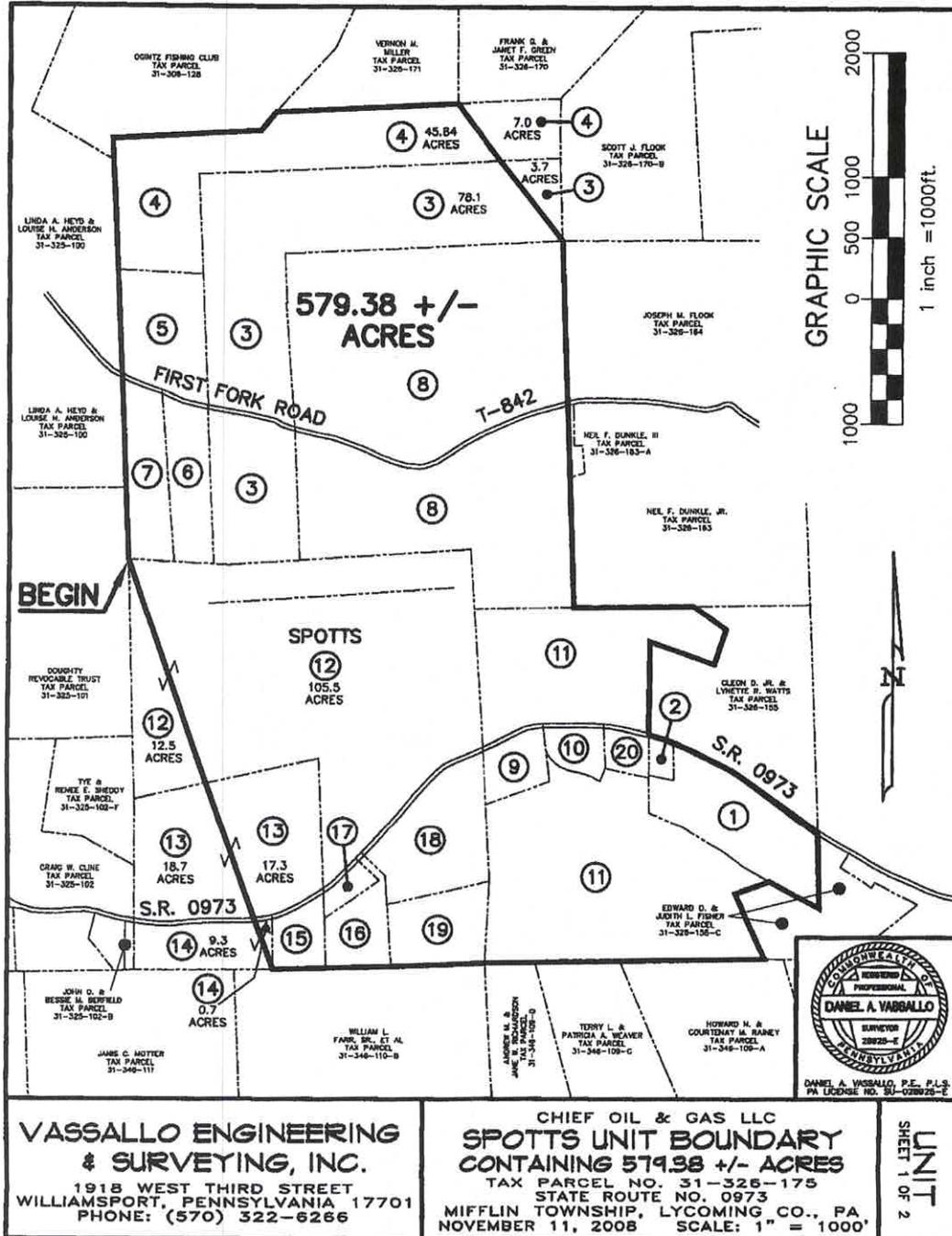
<u>TRACT NO.</u>	<u>TAX PARCEL NO.</u>	<u>OWNER(S)</u>	<u>DEED BOOK</u>	<u>INCLUDED AREA*</u>	<u>EXCLUDED AREA</u>
1	31-326-155-F	John J. Bengen, Jr.	1437-136	19.5 Acres	n/a
2	31-326-155-Z	Stephen G. & Mary R. Watts	924-283	1.22 Acres	n/a
3	31-326-170-A	Warren A. Miller	3625-184	78.1 Acres	3.7 Acres
4	31-326-172	Anthony J. Jr. & Beth A. Kowalski	3110-299	38.84 Acres	7.0 Acres
5	31-326-172-A	David L. & Barbara S. Burke	1062-099	15.0 Acres	n/a
6	31-326-172-B	Jeffrey P. & Victoria S. Kitt	?	10.3 Acres	n/a
7	31-326-172-C	Moltz Irrevocable Res Asset	5697-309	10.46 Acres	n/a
8	31-326-173	Thomas L. Salsgiver & Terri L. Grags	4153-067	129.0 Acres	n/a
9	31-326-174	Tracey A. Carl	2249-224	5.37 Acres	n/a
10	31-326-174-B	Tina L. Brown & Kenneth M. Rhinehart	5600-179	3.75 Acres	n/a
11	31-326-174-C	Stephan A. & Louise M. Zondory	1236-201	100.74 Acres	n/a
12	31-326-175	Steven W. & Patricia A. Spotts	1219-124	105.5 Acres	12.5 Acres
13	31-326-176	James H. Burke	1922-064	17.3 Acres	18.7 Acres
14	31-326-176-A	Donald L. & Connie M. Hillyard	500-093	0.7 Acres	9.3 Acres
15	31-326-177	Harry S. & Patricia I. Shaffer	1951-186	4.0 Acres	n/a

Instrument 200800019197 OR book 6505 Page 11

16	31-326-178	William I Jr. & Brenda L. Farr	4703-179	7.0 Acres	n/a
17	31-326-178-A	William I Jr. & Brenda L. Farr	4703-179	2.18 Acres	n/a
18	31-326-178-B	Susan M. Eck	3363-064	17.72 Acres	n/a
19	31-326-178-C	Susan M. Eck	3363-064	10.4 Acres	n/a
20	31-326-174-A	Harry N. Pedersen	1157-206	2.3 Acres	n/a
			TOTAL	579.38 +/- Acs.	51.20 +/- Acs.

EXHIBIT "B-1"

Attached to and made a part of that certain Declaration of Pooling and Unitization Agreement covering the Spotts Unit located in Lycoming County, Pennsylvania.



VASSALLO ENGINEERING & SURVEYING, INC.
 1918 WEST THIRD STREET
 WILLIAMSPORT, PENNSYLVANIA 17701
 PHONE: (570) 322-6266

CHIEF OIL & GAS LLC
SPOTTS UNIT BOUNDARY CONTAINING 579.38 +/- ACRES
 TAX PARCEL NO. 31-326-175
 STATE ROUTE NO. 0973
 MIFFLIN TOWNSHIP, LYCOMING CO., PA
 NOVEMBER 11, 2008 SCALE: 1" = 1000'

UNIT
 SHEET 1 OF 2

EXHIBIT "B-1" (continued)

Attached to and made a part of that certain Declaration of Pooling and Unitization Agreement covering the Spotts Unit located in Lycoming County, Pennsylvania.

SPOTTS UNIT - SURFACE LAND OWNERS

TRACT NO.	SURFACE LESSOR	COUNTY TAX NO.	INCLUDED ACRES	EXCLUDED ACRES
1	BENGEN	31-326-155.F	19.5	N/A
2	WATTS	31-326-155.Z	1.22	N/A
3	MILLER	31-326-170.A	78.1	3.7
4	KOWALSKI	31-326-172	38.84	7.0
5	BURKE	31-326-172.A	15.0	N/A
6	KITT	31-326-172.B	10.3	N/A
7	MOLTZ IRREV.	31-326-172.C	10.46	N/A
8	SALSGIVER	31-326-173	129.0	N/A
9	CARL	31-326-174	5.37	N/A
10	RHINEHART	31-326-174.B	3.75	N/A
11	ZONDORY	31-326-174.C	100.74	N/A
12	SPOTTS	31-326-175	105.5	12.5
13	BURKE	31-326-176	17.3	18.7
14	HILLYARD	31-326-176.A	0.7	9.3
15	SHAFFER	31-326-177	4.0	N/A
16	FARR	31-326-178	7.0	N/A
17	FARR	31-326-178.A	2.18	N/A
18	ECK	31-326-178.B	17.72	N/A
19	ECK	31-326-178.C	10.4	N/A
20	PEDERSEN	31-326-174.A	2.3	N/A

579.38 +/- 51.20 +/-

NOTE: AREA SHOWN TAKEN FROM LYCOMING COUNTY ASSESSMENT DATA OR DEEDS. NO FIELD SURVEYS WERE PERFORMED.

VASSALLO ENGINEERING & SURVEYING, INC.
 1918 WEST THIRD STREET
 WILLIAMSPORT, PENNSYLVANIA 17701
 PHONE: (570) 322-6266

CHIEF OIL & GAS LLC
SPOTTS UNIT BOUNDARY
CONTAINING 579.38 +/- ACRES
 TAX PARCEL NO. 31-326-175
 STATE ROUTE NO. 0973
 MIFFLIN TOWNSHIP, LYCOMING CO., PA
 NOVEMBER 11, 2008 SCALE: 1" = 1000'

UNIT
 SHEET 2 OF 2

RATIFICATION AND AMENDMENT OF OIL AND GAS LEASE

WHEREAS, Thomas L. Salsgiver, a married man, having an address at 3920 Woodvale Road, Harrisburg, Pennsylvania 17109; and Terri L. Gragson, a married woman, having an address at 4016 Barbe Woods Drive, Lake Charles, Louisiana, 70605, herein collectively called Lessor, previously entered into an Oil and Gas Lease dated February 20th, 2008, (the "Lease") in which Chief Exploration & Development LLC was the named Lessee, recorded as Instrument No. 200800002585 in Book 6264 at Page 190 of the Recorder of Deeds Records of Lycoming County, Pennsylvania, covering 129.00 acres of land, more or less, situated in Lycoming County, Pennsylvania, described as follows (the "Leased Premises"):

DESCRIPTION: The Leased Premises is located, all or part, in the County of Lycoming, in the State of Pennsylvania, in the district/township of Mifflin and described as follows:

TAX MAP #: 31-326-173

On the North by Lands of 31-326-170.A
On the East by Lands of 31-326-164
On the South by Lands of 31-326-175
On the West by Lands of 31-326-170.A

Including lands acquired: by instrument(s) from Smith E. Salsgiver and Ruby M. Salsgiver, a/k/a Ruby Zinck Salsgiver, husband and wife, dated April 15, 2002 and recorded in Book 4153 Page 967 and described for the purposes of this agreement as containing 129.00 acres, whether actually more or less, and including all contiguous or appurtenant lands owned by Lessor.

AND WHEREAS, the undersigned, being the original Lessor under the Lease ("Current Lessor"), with the concurrence of the present owner(s) of the Lessee's interest under the Lease, desires to modify and amend the terms and provisions of the Lease in certain particulars only.

For and in consideration of the premises, Current Lessor and Lessee(s) do hereby modify and amend the Lease by adding to the terms and provisions of the Lease three (3) additional and or amended paragraphs as follows:

1. Notwithstanding anything to the contrary contained in this lease, every place in this lease where the phrase "one-eighth (1/8th)" appears shall be changed to read "**Fifteen percent (15.00%)**".
2. In paragraph 5 "PAYMENT TO LESSOR" insert the following subsections;

(A) SHUT-IN: If, after the expiration of the Primary Term, the production of oil, gas or their constituents is interrupted and not marketed for a period of six months, and there is no producing well on the Leased Premises or on lands unitized or combined with the Leased Premises, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-In Royalty of **EIGHTY FIVE Dollars (\$85.00)** per net mineral acre, proportionately reduced to Lessor's percentage of ownership in the leased premises until such time as production is re-established and said payment shall maintain the Lease in full force and effect to the same extent as payment of Royalty, provided that in no event shall this lease be maintained in full force and effect for a period longer than eighteen (18) consecutive months solely by virtue of the payment of Shut-in Royalties. During Shut-In, Lessee shall have the right to re-work, stimulate, or deepen any well or drill a new well on the Leased Premises or on lands unitized or combined with the Leased Premises in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leased Premises or on lands unitized or combined with the Leased Premises is interrupted for a period of less than six months, this Lease shall remain in full force and effect without payment of Royalty or Shut-In Royalty.

(B) DAMAGES: Lessee shall remove unnecessary equipment and materials and grade, reseed and mulch the drill site area at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of crops or marketable timber.

(C) MANNER OF PAYMENT: Lessee shall make or tender all payments due herein by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment, without interest, pending notification by Lessor of a change in address.

(D) CHANGES IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leased Premises until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(E) TITLE: If Lessee has evidence that Lessor does not have title to all or any part of the Leased Premises, Lessee may immediately withhold payments, without interest, that would be otherwise due and payable herein to Lessor until the adverse claim is fully resolved.

3. Paragraph 4, entitled "EXTENSION OF TERM:" is hereby deleted in its entirety.

NOW THEREFORE, As herein amended, Current Lessor does hereby (a) ratify, adopt and confirm the Lease, and (b) convey, lease and let the Leased Premises unto the current owner(s) of the Lessee's interest under the Lease subject to and in accordance with all of the terms and provisions of the Lease as herein amended. Further, Current Lessor declares the Lease as herein amended to be valid, legally binding and in full force and effect.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original instrument but all of which may be taken together for recording purposes and shall constitute one and the same instrument.

This Ratification and Amendment of Oil and Gas Lease is entered into and executed by Current Lessor this 23 day of February 2009.

CURRENT LESSOR:

CURRENT LESSEE:

Thomas L. Salsgiver
Thomas L. Salsgiver

Chief Exploration & Development LLC

Glynn Mildren

By *Terri L. Gragson*

By: Glynn Mildren
Title: Sr. Vice President - Land
as his agent and attorney in fact

Terri L. Gragson
Terri L. Gragson

FILED
LYCOMING COUNTY
2009 MAY 14 P 12:07
ANNABEL MILLER
RECORDER OF DEEDS

ACKNOWLEDGMENTS

STATE OF LOUISIANA)
) ss.
COUNTY OF Calcasieu)

On this 23 day of February, 2009, before me, a Notary Public, the undersigned officer, personally appeared Terri L. Gragson, a *married woman*, in her individual capacity and as attorney-in-fact for Thomas L. Salsgiver under the Power of Attorney dated February 5, 2008, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: at death

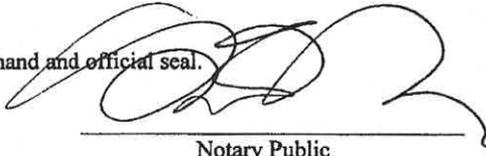
[Signature]
Notary Public


STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

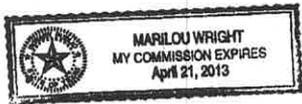
On this, the 13 day of May, 2009, before me, MariLou Wright, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glyne Mildren, who acknowledged himself to be the Sr. Vice President – Land of Chief Exploration & Development LLC, a Texas limited liability company, and that he as such Sr. Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Sr. Vice President – Land. I certify that I am not an officer or director of Chief Exploration & Development LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: _____



Notary Public



200900006540
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER
05-14-2009 At 12:10 pm.
MISC 18.50
OR book 6640 Page 19 - 21

Prepared By and After Recording Return To:
Chief Exploration & Development LLC
Attn: Land Department
5956 Sherry Lane, Suite 1500
Dallas, Texas 75225

CABIN 2024

Expenses:

Verizon (Phone/internet)	\$1167.68
PPL	\$ 247.72
Cabin Insurance	\$ 850.00
Taxes School District	\$ 526.37
Taxes Real Estate	\$ 215.81
Care of Cabin	\$ 850.00
Care of Cabin	\$ 100.00
Exterminator	\$ 132.50
Josh Hobbins Forestry	\$ 575.00

Total: \$4664.58

Income:

Enerplus Resources	\$460.22	Royalties – Deductions - \$255.67
EXCO	\$902.06	– Deductions - \$473.92
BVK	\$237.00	– 0 deductions
SABRE Acquisition	\$153.28	
Net Value:	\$522.69	
\$4,000 from NRSC	\$2,000	Tom’s \$2,000 to Terri (Tom’s Sister

Total: \$

} 2024

ROYALTIES RECEIVED FOR THE CABIN

2012:	\$17,087.38
2013:	\$10,384.08
2014:	\$3,594.32
2015:	\$5,631.28
2016:	\$4,191.04
2017:	\$8,641.98
2018:	\$8,700.00
2019:	\$6,025.52
2020:	\$4,190.02
2021:	\$4,463.44
2022:	\$8,842.36
2023:	\$5,374.32
2024:	\$3,031.12



ENERPLUS RESOURCES (USA) CORP
 1001 FANNIN, SUITE 1500
 HOUSTON, TX 77002
 855-209-8370
 OWNERINQUIRY@CHORDENERGY.COM

Payee No.	Payee Name	Payment Date	Payment Number	Payment Total
115832	THOMAS L SALSGIVER	2/27/2026	0001935189	\$****63.31



ENERPLUS RESOURCES (USA) CORP
 1001 FANNIN, SUITE 1500
 HOUSTON, TX 77002
 855-209-8370
 OWNERINQUIRY@CHORDENERGY.COM

Payment NO. 0001935189

DATE	AMOUNT
02/27/2026	\$****63.31

THOMAS L SALSGIVER
 1635 WILLIAMSBURG WAY
 MECHANICSBURG, PA 17050-7389

**ADVICE ONLY
 NON NEGOTIABLE**

From: Tom Salsgiver tsalsgiver@susumc.org

Subject: Gas Leases

Date: Mar 2, 2026 at 8:15:38 AM

To: Michael Roan

michaeltroan@yahoo.com

Cc: Ter Gragson tergragson@gmail.com

Dear Michael,

Hope you are doing well.

We usually get three payouts/month for gas lease. In the summer, however, they are way down or we might not get them for a couple of months.

The three are with the latest amounts

- 1. Sabre: \$51.27**
- 2. Exco: \$100.21**
- 3. Chord Energy: \$63.31**

I have attached 2 so you can see Chord and Exco.

I can't find the receipt for Sabre.

Also, having never really sold a property before my