

RENEWAL OF LEASE FOR RIGHT-OF-WAY AND ROAD USE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JOHNSON §

Parties:

This Renewal Of Lease For Right-of-Way and Road Use (hereinafter referred to as "Lease Agreement") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") whose address is 2 Main Street, Cleburne, Texas 76033, and Chesapeake Operating, L.L.C. (hereinafter referred to as "Chesapeake"), whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496.

Purpose:

County is leasing a strip of County-owned real property (hereinafter referred to as "Lease Property") for right-of-way and road use for the purpose of providing Chesapeake ingress and egress to a well site on property adjacent to County's property.

Consideration:

Consideration for this Lease Agreement is Seventeen Thousand Two Hundred and No/100 Dollars (\$17,200.00) and other good and valuable consideration, in hand paid to County, the receipt and sufficiency of which is hereby acknowledged. As other good and valuable consideration, Chesapeake agrees to lay out and construct an asphalt roadway twenty-four feet (24') wide on, over, through and along the Lease Property and to construct a concrete entrance at Kilpatrick Street that will connect the asphalt roadway to Kilpatrick Street. Chesapeake agrees that the concrete entrance and the asphalt roadway would be constructed to the City of Cleburne's specifications and that said roadway will be maintained by Chesapeake during the term the Lease Agreement is in effect.

Lease Property:

The Lease Property being leased by County to Chesapeake is described as a strip of land approximately Three Hundred Forty Four Feet (344') in length and approximately Sixty Feet (60') in width out of a tract described as being 7-179/1000 acres, more or less out of the Pearce and Jester Addition, to the City of Cleburne, Texas and more particularly described in that Special warranty Deed from Durafab, Inc. to Johnson County, Texas dated February 21, 2001, Volume 2592, Page 0801, and recorded in the Official Records of Johnson County, Texas.

Said Lease Property shall be located on the above described real property of County as depicted in Exhibit "A" which is attached hereto and incorporated as if fully set forth herein.

Access to Lease Property:

Chesapeake shall have undisturbed access across the Lease Property to provide ingress and egress to and from the Jester Unit Wells Operational Site wells for the purpose of conducting oil and gas operations and the production thereof. Said access to the Lease Property by Chesapeake is non-exclusive and County reserves the right to fully use and enjoy said Lease Property as long as said use by County does not interfere with the use by Chesapeake.

Initial Term:

The initial term of the Lease was for a period of five (5) years commencing on the date of the last party to sign this Lease Agreement and terminating on the same date at midnight five years later.

Renewal Options:

The initial five (5) year term of the Lease Agreement as defined above has terminated and is being renewed and extended for another term of five (5) years for the same consideration stated herein as provided for in the initial Lease Agreement. This renewal shall commence on the date of the last party to sign this Lease Agreement and terminate on the same date at midnight five (5) years later. Upon the expiration of this Lease Agreement, this Lease Agreement may be renewed and extended for another term of five (5) years for the same consideration stated herein.

Termination Option:

Upon thirty (30) days written notice to County, Chesapeake may terminate this Lease Agreement and be relieved of all obligations stated herein, including, but not limited to, the obligation to maintain the Lease Property.

Utilities:

County and Chesapeake agree that in the event that any utility needs to be re-routed, relocated, and/or moved, (1) in order for Chesapeake to lay out, construct, and maintain a concrete roadway on the Lease Property, or (2) in order for Chesapeake to have ingress and egress to and from the Jester Unit Wells Operational Site wells for the purpose of conducting oil and gas operations and the production thereof, Chesapeake shall be responsible for the re-routing, relocating, and/or moving of said utility and shall pay any and all costs associated therewith.

Indemnity:

Chesapeake agrees to indemnify and hold harmless County from all liabilities, charges, expenses (including attorney fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of Chesapeake's use or operation of the Lease Property.

Successors and Assigns:

This Lease Agreement shall remain in full force and effect as to Chesapeake's successors and assigns.

Entire Lease Agreement:

The foregoing sets out the entire Lease Agreement between County and Chesapeake, and supersedes any prior written agreements or negotiations not set out in writing herein.

Amendment:

No provision in this Lease Agreement shall be modified, altered or waived except by written amendment executed by the parties or their representatives.

Applicable Law and Venue:


This Lease Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of the State of Texas. This Lease Agreement shall be deemed to be performable in Johnson County, Texas, and the parties agree and consent to the jurisdiction and venue of the courts of Johnson County, Texas and for any action under this Lease Agreement.

Execution Authority:

By his or her signature below, each signatory individual certifies that he or she is the property authorized agent or officer of the applicable Party hereto and has the requisite authority necessary to execute this Lease Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the County and Chesapeake have caused their authorized representative to execute this Lease Agreement and have set their hand and seal on the date set forth below.

JOHNSON COUNTY, TEXAS

By: 
Roger Harmon,
County Judge, Johnson County, Texas

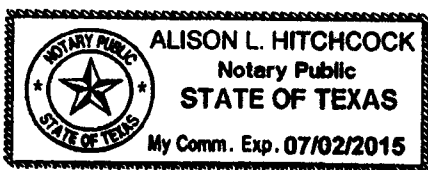
Date: 11/12/15

STATE OF TEXAS §

COUNTY OF JOHNSON §

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this the 12th day of January, 2015, personally appeared Roger Harmon, County Judge, Johnson County, Texas, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Alison L. Hitchcock
Notary Public, State of Texas

CHESAPEAKE OPERATING, L.L.C.

By: *[Signature]*
Ron Everett
Field Services Manager

Date: 1-5-15

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

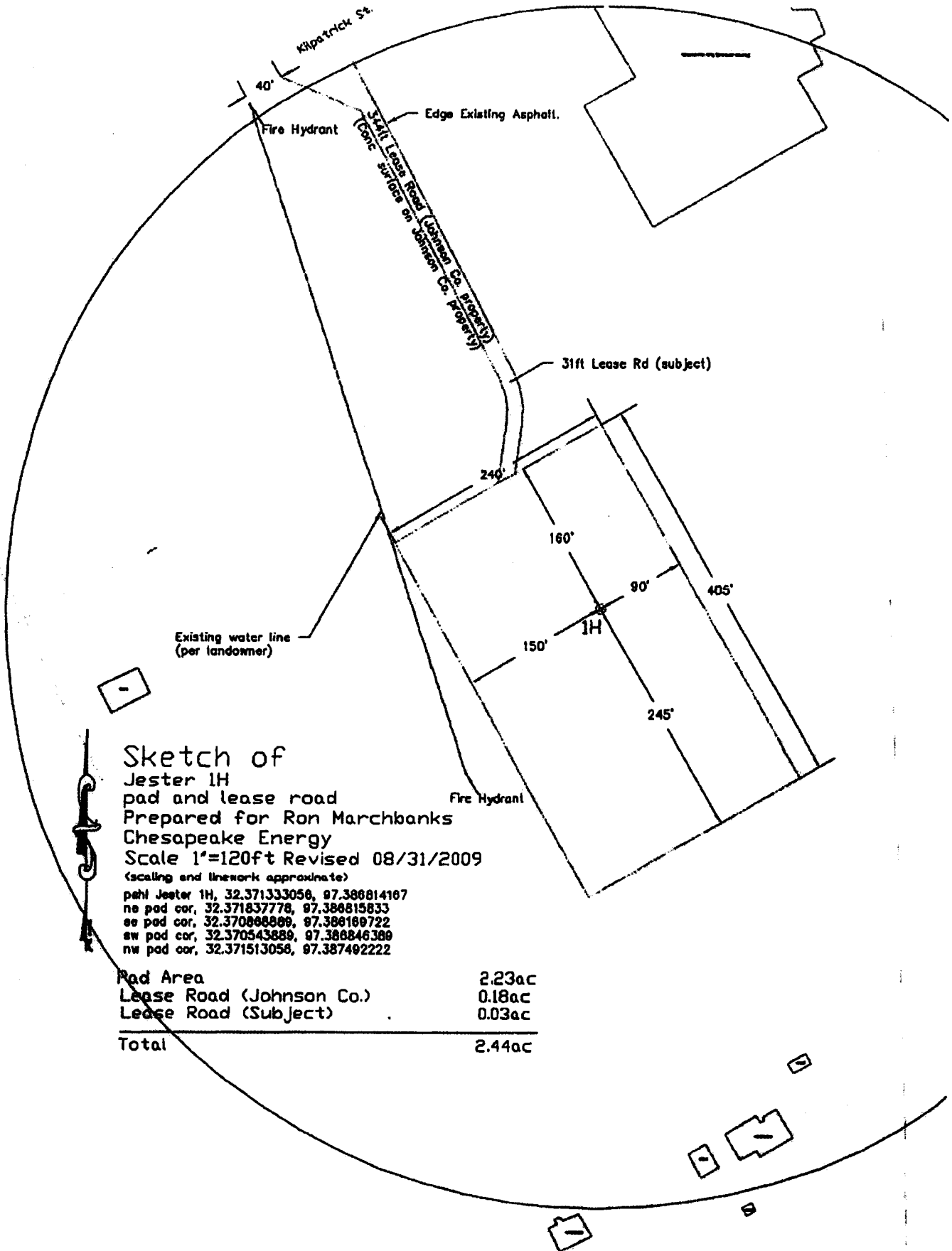
BEFORE me, the undersigned, a Notary Public in and for said County and State, on this the 5th day of January, 2015, personally appeared Ron Everett, Field Manager, of Chesapeake Operating, L.L.C. to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



[Signature]
Notary Public, State of Oklahoma

EXHIBIT A



Sketch of
 Jester 1H
 pad and lease road
 Prepared for Ron Marchbanks
 Chesapeake Energy
 Scale 1"=120ft Revised 08/31/2009
 (scaling and linework approximate)

pad Jester 1H, 32.371333056, 97.386814167
 ne pad cor, 32.371837778, 97.386815833
 se pad cor, 32.370868889, 97.386189722
 sw pad cor, 32.370543889, 97.386846389
 nw pad cor, 32.371513056, 97.387492222

Pad Area	2.23ac
Lease Road (Johnson Co.)	0.18ac
Lease Road (Subject)	0.03ac
Total	2.44ac

