## **DIVISION ORDER**

## Approved by CC:

TO:

CHESAPEAKE OPERATING, INC., PAYOR

P.O. BOX 18496 OKLAHOMA CITY, OK 73154 PROPERTY NO: EFFECTIVE: PREPARED BY: DATE PREPARED:

PRODUCT/ZONE:

633666 AUG **1 2** 2013 MM/DD/YYYY **DEANN ADAMS** 7/30/2013

This agreement is made and entered into on July 30, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced

**OPERATOR** 

CHESAPEAKE OPERATING INC

OWNER NO:

INT TYPE: 2

PROPERTY:

JESTER 2H

OWNER:

LEGAL DESCRIPTION:

371.53 ACRES; CHRISTOPHER

JOHNSON COUNTY TEXAS BY

CHANEY, A-124

UNIT ACRES:

371.530000

987250

OIL & GAS

JOHNSON, TX

COMMENTS

Status PA	BPO Net Ac	BPO Lse NRI/Ri	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2	APO2 Unit Int.
			0.00610987						

## **DIVISION OF INTEREST**

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a

DISPUTE: WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money NOTICES. The owner agrees to noury payor in writing or any change in the division or interest, including changes or interest contingent on payment or money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT	
Alison Hitchwork admin, assistant	& all ofference	75,6001030	2 N. Main, Swife 312 Cleburne, TX 76033	
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS	
			2 m, main Cleburne 7×74033	
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS	
817-556-6360	817-556-6359		countyjudge e Johnsoncountytx.ora	

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be

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