

Lease No. 4
V-7062

4

Lease No. 3
V-7054

Lease No. 2
V-7063

Lease No. 1
B-1481

SECTION 4-21S-35E

KEY TO TITLE DOCUMENTS

Samson Resources Co. EX D
NMOCD Case No. 13492

INDEX – LEASE NO. 4

- 1 Oil and Gas Lease No. V-07062 dated May 1, 2004 by and between the State of New Mexico, as Lessor and Rubicon Oil & Gas I, LP, as Lessee.
- 2 New Mexico State Land Office Assignment of Oil and Gas Lease dated December 6, 2004 by and between Rubicon Oil & Gas I, LP, as Assignor and Chesapeake Exploration Limited Partnership/Rubicon Oil & Gas I, LP, as Assignee.
- 3 Partial Assignment of Oil and Gas Leases dated December 6, 2004 by and between Rubicon Oil & Gas I, LP, as Assignor and Chesapeake Exploration Limited Partnership, as Assignee.
- 4 New Mexico State Land Office Assignment of Oil and Gas Lease dated April 27, 2005 and made effective February 1, 2005 by and between Chesapeake Exploration Limited Partnership/Rubicon Oil & Gas I, LP, as Assignor and Chesapeake Permian, L.P., as Assignee.
- 5 Assignment and Bill of Sale executed April 26, 2005 and made effective February 1, 2005 by and between Rubicon Oil & Gas I, LP, as Assignor and Chesapeake Permian, L.P., as Assignee.

Wilson Prospect

LEASE NO: V07062 0000

57019

Application No:

OIL AND GAS LEASE
(Discovery Form)

THIS AGREEMENT, dated May 01, 2004, between the state of New Mexico, acting by and through its commissioner of public lands, hereinafter called the "lessor", and

RUBICON OIL & GAS I, LP
400 WEST ILLINOIS
SUITE 1130
MIDLAND, TX 79701
hereinafter called the "lessee".

RECEIVED
2004 MAY 20 AM 7 17
STATE LAND OFFICE
SANTE FE, N.M.

WITNESSETH:

WHEREAS, the lessee has filed in the office of the commissioner of public lands an application for an oil and gas lease covering the lands hereinafter described and has tendered therewith the required first payment; and

WHEREAS, all of the requirements of law relative to the application and tender have been duly complied with;

THEREFORE, in consideration of the premises as well as the sum of **THREE HUNDRED NINETY THOUSAND and 00/100 dollars (\$390,000.00)**, the same being the amount of the tender above mentioned, and the further sum of \$30.00 filing fee, and of the covenants and agreements hereinafter contained, the lessor does hereby grant, demise, lease and let unto the said lessee, exclusively, for the sole and only purpose of exploration, development and production of oil or gas (including carbon dioxide and helium), or both thereon and therefrom with the right to own all oil and gas so produced and saved therefrom and not reserved as royalty by the lessor under the terms of this lease, together with rights-of-way, easements and servitudes for pipelines, telephone lines, tanks, power houses, stations, gasoline plants and fixtures for producing, treating and caring for such products, and housing and boarding employees, and any and all rights and privileges necessary, incident to or convenient for the economical operation of said land, for oil and gas, with right for such purposes to the free use of oil, gas, casing-head gas or water from said lands, but not from lessor's water wells, and with the rights of removing either during or after the term hereof, all and any improvements placed or erected on the premises by the lessee, including the right to pull all casing, subject, however, to the covenants and conditions hereinafter set out, the following described land situated in the count(y)(ies) of Lea, state of New Mexico, and more particularly described as follows:

Subdivisions	Section	Twp	Rge	Acres	Institution
LOT(S) 1(37.75), 2(37.71), 3(37.69), 4(37.65), 5(40.00), 6(40.00), 7(40.00), 8(40.00)	4	21S	35E	310.80	CS

Said lands having been awarded to lessee and designated as Tract No. V0-O-0007 at public sale held by the commissioner of public lands on April 20, 2004.

To have and to hold said land, and all the rights and privileges granted hereunder, to and unto the lessee for a primary term of five years from the date hereof, and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land by lessee, subject to all of the terms and conditions as hereinafter set forth.

In consideration of the premises the parties covenant and agree as follows:

1. Subject to the free use without royalty, as hereinbefore provided, the lessee shall pay the lessor as royalty one-sixth part of the oil produced and saved from the leased premises or the cash value thereof, at the option of the lessor, such value to be the price prevailing the day oil is run into a pipeline, if the oil be run into a pipeline, or into storage tanks, if the oil is stored.

2. Subject to the free use without royalty, as hereinbefore provided, at the option of the lessor at any time and from time to time, the lessee shall pay the lessor as royalty one-sixth part of the gas produced and saved from the leased premises, including casing-head gas. Unless said option is exercised by lessor, the lessee shall pay the lessor as royalty one-sixth of the cash value of the gas, including casing-head gas, produced and saved from the leased premises and marketed or utilized, such value to be equal to the net proceeds derived from the sale of such gas in the field; provided, however, the cash value for royalty purposes of carbon dioxide gas and of hydrocarbon gas delivered to a gasoline plant for extraction of liquid hydrocarbons shall be equal to the net proceeds derived from the sale of such gas, including any liquid hydrocarbons recovered therefrom. Notwithstanding the foregoing provisions, the lessor may require the payment of royalty for all or any part of the gas produced and saved under this lease and marketed or utilized at a price per m.c.f. equal to the maximum price being paid for gas of like kind and quality and under like conditions in the same field or area.

or may reduce the royalty value of any such gas (to any amount not less than the net proceeds of sale thereof, in the field) if the commissioner of public lands shall determine such action to be necessary to the successful operation of the lands for oil or gas purposes or to encouragement of the greatest ultimate recovery of oil or gas or to the promotion of conservation of oil or gas or in the public interest.

This lease shall not expire at the end of the primary term hereof if there is a well capable of producing gas in paying quantities located upon some part of the lands embraced herein, or upon lands pooled or communitized herewith, where such well is shut-in due to the inability of the lessee to obtain a pipeline connection or to market the gas therefrom and if the lessee timely pays an annual royalty on or before the annual rental paying date next ensuing after the expiration of ninety days from the date said well was shut-in and on or before said rental date thereafter. The payment of said annual royalty shall be considered for all purposes the same as if gas were being produced in paying quantities and upon the commencement of marketing of gas from said well or wells the royalty paid for the lease year in which the gas is first marketed shall be credited upon the royalty payable hereunder to the lessor for such year. The provisions of this section shall also apply where gas is being marketed from said leasehold premises and through no fault of the lessee, the pipeline connection or market is lost or ceases, in which case this lease shall not expire so long as said annual royalty is paid as herein provided. The amount of any annual royalty payable under this section shall equal twice the annual rental due to the lessee under the terms of this lease but not less than three hundred twenty dollars (\$320) per well per year, provided, however, that any such annual royalty for any year beginning on or after ten years from the date hereof shall equal four times the annual rental due by the lessee under the terms of this lease but not less than two thousand dollars (\$2,000) per well per year, provided further that no annual royalty shall be payable under this section if equivalent amounts are timely paid pursuant to another lease issued by lessor and if such other lease includes lands communitized with lands granted hereunder for the purpose of proportionally sharing in the shut-in well. Notwithstanding the provisions of this section to the contrary, this lease shall not be continued after five years from the date hereof for any period of more than ten years by the payment of said annual royalty unless, for good cause shown, the commissioner of public lands, in his discretion, grants such a continuance.

3. Lessee agrees to make full settlement on the twentieth day of each month for all royalties due to the lessor for the preceding month, under this lease, and to permit the lessor or its agents, at all reasonable hours to examine lessee's books relating to the production and disposition of oil and gas produced. Lessee further agrees to submit to lessor annually upon forms furnished by lessor, verified reports showing lessee's operations for the preceding year.

4. An annual rental at the rate of \$1.00 per acre shall become due and payable to the lessor by the lessee upon each acre of the land above described and then claimed by such lessee, and the same shall be due and payable in advance to the lessor on successive anniversary dates of this lease, but the annual rental on any assignment shall in no event be less than forty dollars (\$40.00).

In the event the lessee shall elect to surrender any or all of said acreage, he shall deliver to the lessor a duly executed release thereof and in event said lease has been recorded then he shall upon request furnish and deliver to the lessor a certified copy of a duly recorded release.

5. The lessee may at any time by paying to the lessor all amounts then due as provided herein and the further sum of forty dollars (\$40.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder, in the manner as hereinbefore provided. Provided, this surrender clause and the option herein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee, lessor or any assignee, to enforce this lease, or any of its terms expressed or implied.

6. All payments due hereunder shall be made on or before the day such payment is due, at the office of the commissioner of public lands in Santa Fe, New Mexico.

7. The lessee with the consent of the lessor shall have the rights to assign this lease in whole or in part. Provided, however, that no assignment of an undivided interest in the lease or in any part thereof nor any assignment of less than a legal subdivision shall be recognized or approved by the lessor. Upon approval in writing by the lessor of an assignment, the assignor shall stand relieved from all obligations to the lessor with respect to the lands embraced in the assignment and the lessor shall likewise be relieved from all obligations to the assignor as to such tracts, and the assignee shall succeed to all of the rights and privileges of the assignor with respect to such tracts and shall be held to have assumed all of the duties and obligations of the assignor to the lessor as to such tracts.

8. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land which is draining the leased premises, lessee shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances, provided that no such offset well shall be required if compensatory royalties are paid pursuant to an agreement between the lessor and the lessee.

9. The lessee agrees to notify the lessor of the location of each well before commencing drilling thereon, to keep a complete and accurate log of each well drilled and to furnish a copy thereof, verified by some person having actual knowledge of the facts, to the lessor upon the completion of any well, and to furnish the log of any unfinished well at any time when requested to do so by the lessor.

If any lands embraced in this lease shall be included in any deed or contract of purchase outstanding and subsisting issued pursuant to any sale made of the surface of such lands prior to the date of this lease, it is agreed and understood that no drilling operation shall be commenced on any such lands so sold unless and until the lessee shall have filed a good and sufficient bond with the lessor as required by law, to secure the payment for such damage to the livestock, range, water, crops or tangible improvements on such lands as may be suffered by the purchaser holding such deed or contract of purchase, or his successors, by reason of the developments, use and occupation of such lands by such lessee. Provided, however, that no such bond shall be required if such purchaser shall waive the right to require such bond to be given in the manner provided by law.

10. In drilling wells all water-bearing strata shall be noted in the log, and the lessor reserves the right to require that all or any part of the casing shall be left in any nonproductive well when lessor deems it to the interest of the beneficiaries of the lands granted hereunder to maintain said well or wells for water. For such casing so left in wells the lessor shall pay to the lessee the reasonable value thereof.

11. Lessee shall be liable and agree to pay of all damages to the range, livestock, growing crops or improvements caused by lessee's operations on said lands. When requested by the lessor the lessee shall bury pipelines below plow depth.

12. The lessee shall not remove any machinery or fixtures placed on said premises, nor draw the casing from any well unless and until all payments and obligations due the lessor under the terms of this agreement shall have been paid or satisfied. The lessee's right to remove the casing is subject to the provision of Paragraph 10 above.

13. Upon failure or default of the lessee to comply with any of the provisions or covenants hereof, the lessor is hereby authorized to cancel this lease and such cancellation shall extend to and include all rights hereunder as to the whole of the tract so claimed, or possessed by the lessee, but shall not extend to, nor affect the rights of any other lessee or assignee claiming any portion of the lands upon which no default has been made; provided, however, that before any such cancellation shall be made, the lessor shall mail to the lessee so defaulting, by registered or certified mail, addressed to the post-office address of such lessee as shown by the records of the state land office, a notice of intention of cancellation specifying the default for which cancellation is to be made, and if within thirty days from the date of mailing said notice the said lessee shall remedy the default specified in said notice, cancellation shall not be made.

14. If this lease shall have been maintained in accordance with the provisions hereof and if at the expiration of the primary term provided for herein oil or gas is not being produced on said land but lessee is then engaged in bona fide drilling or reworking operations thereon, this lease shall remain in full force and effect so long as such operations are diligently prosecuted and, if they result in the production of oil or gas, so long thereafter as oil and gas in paying quantities, or either of them, is produced from said land; provided, however, such operations extending beyond the primary term shall be approved by the lessor upon written application filed with the lessor on or before the expiration of said term, and a report of the status of all such operations shall be made by the lessee to the lessor every thirty days and a cessation of such operations for more than twenty consecutive days shall be considered as an abandonment of such operations and this lease shall thereupon terminate.

If during the drilling or reworking of any well under this section, lessee loses or junks the hole or well and after diligent efforts in good faith is unable to complete said operations, then within twenty days after the abandonment of said operations, lessee may commence another well within three hundred thirty feet of the lost or junked hole or well and drill the same with due diligence.

Operations commenced and continued as herein provided shall extend this lease as to all lands as to which the same is in full force and effect as of the time said drilling operations are commenced; provided, however, this lease shall be subject to cancellation in accordance with Paragraph 13 hereof for failure to pay rentals or file reports which may become due while operations are being conducted hereunder.

15. Should production of oil and gas or either of them in paying quantities be obtained while this lease is in force and effect and should thereafter cease from any cause after the expiration of five years from the date hereof this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty days after the cessation of such production and shall remain in full force and effect so long as such operations are prosecuted in good faith with no cessation of more than twenty consecutive days, and if such operations result in the production of oil or gas in paying quantities, so long thereafter as oil or gas in paying quantities is produced from said land; provided, however, written notice of intention to commence such operations shall be filed with the lessor within thirty days after the cessation of such production, and a report of the status of such operations shall be made by the lessee to the lessor every thirty days, and the cessation of such operations for more than twenty consecutive days shall be considered as an abandonment of such operations and this lease shall thereupon terminate.

16. Lessee, including their heirs, assigns, agents and contractors shall at their own expense fully comply with all laws, regulations, rules, ordinances and requirements of the city, county, state, federal authorities and agencies, in all matters and things affecting the premises and operations thereon which may be enacted or promulgated under the governmental police powers pertaining to public health and welfare, including but not limited to conservation, sanitation, aesthetics, pollution, cultural properties, fire and ecology. Such agencies are not to be deemed third party beneficiaries hereunder, however, this clause is enforceable by the lessor in any manner provided in this lease or by law.

17. Should lessor desire to exercise its rights to take in-kind its royalty share of oil, gas or associated substances or purchase all or any part of the oil, gas or associated substances produced from the lands covered by this lease, the lessee hereby irrevocably consents to the lessor exercising its right. Such consent is a consent to the termination of any supplier/purchaser relationship between the lessor and the lessee deemed to exist under federal regulations. Lessee further agrees that it will require any purchaser of oil, gas or associated substance to likewise waive any such rights.

18. Lessor reserves a continuing option to purchase at any time and from time to time, at the market price prevailing in the area on the date of purchase, all or any part of the minerals (oil and gas) that will be produced from the lands covered by this lease.

19. Lessor reserves the right to execute leases for geothermal resource development and operation thereon; the right to sell or dispose of the geothermal resources of such lands; and the right to grant rights-of-way and easements for these purposes.

20. All terms of this agreement shall extend to and bind the heirs, executors, administrator, successors and assigns of the parties hereto.

In witness whereof, the party of the first part has hereunto signed and caused its name to be signed by its commissioner of public lands thereunto duly authorized, with the seal of his office affixed, and the lessee has signed this agreement the day and year first above written.

STATE OF NEW MEXICO
By: [Signature]
Commissioner of Public Lands, Lessor

Rubicon Oil & Gas I, LP
[Signature] (Seal)
Lessee
W. Brent Smith
(PERSONAL ACKNOWLEDGMENT)

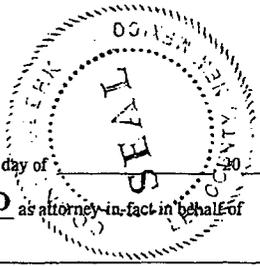


STATE OF _____ ss.
COUNTY OF _____ ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

My commission expires: _____ Notary Public

(ACKNOWLEDGMENT BY ATTORNEY-IN-FACT)

STATE OF _____ ss.
COUNTY OF _____ ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____



STATE OF NEW MEXICO
COUNTY OF LEA
as attorney-in-fact in behalf of

My commission expires: _____
at 10:06 and recorded in Book _____
Page _____
Notary Public

(ACKNOWLEDGMENT BY CORPORATION)
Michelle Hughes, Lea County Clerk
Deputy

STATE OF Texas ss.
COUNTY OF Midland ss.
The foregoing instrument was acknowledged before me this 3rd day of May, 2004, by _____

W. Brent Smith, Vice President of Rubicon Oil & Gas I, LP, General Partner
of Rubicon Oil & Gas I, LP, a Texas Limited Partnership (Title) (Corporation)
on behalf of said limited partnership.

My commission expires: _____
Notary Public

O-23 06/14/13





03299

From Lease Number
V0-7062-0
To Lease Number
V0-7062-1

**NEW MEXICO STATE LAND OFFICE
ASSIGNMENT OF OIL AND GAS LEASE**

L 66754

FOR VALUE RECEIVED, Rubicon Oil & Gas I, LP, OGRID No. 212466
Name (include name of spouse, if any, or type of business entity)

("Assignor" whether one or more), assigns and conveys to: Chesapeake Exploration Limited Partnership / Rubicon Oil & Gas I, LP, OGRID No. 232039
209238 / 212466

("Assignee" whether one or more), whose mailing address is P. O. Box 18496 400 W. Illinois, Suite 1130
Oklahoma City, OK 73154 Midland, TX 79701

the entire interest and title in and to Oil and Gas Lease No. V0-7062 ("the Lease") initially made by the New Mexico State Land Office to:
Rubicon Oil & Gas I, LP, dated May 1, 2004 insofar as the Lease covers the following land in Lea County, New Mexico:
 T. 21 South - R. 35 East
 Section 4: Lots 1 through 8

together with the rights incident thereto, and improvements thereon, if any.

Assignee assumes and agrees to perform all duties and obligations to the Commissioner of Public Lands including payment of rentals and royalties, and to do such other acts as are required by the Lease, to the same extent and in the same manner as if the provisions of the Lease were fully set out herein.

Assignor warrants the leasehold estate herein assigned, except as to any valid overriding royalty, production payment, operating agreement or sub-lease, if any, now of legal record, and covenants to the Assignee and the Commissioner of Public Lands that the leasehold estate assigned is valid, and that all rentals and royalties due under the Lease have been paid in full, and that all other Lease obligations presently due have been fully performed.

EXECUTED this 6th day of December, 2004.

By: [Signature]
 W. Brett Smith, Vice President of Rubicon Oil & Gas, LLC,
 General Partner

ACKNOWLEDGMENT

ASSIGNEE'S ACCEPTANCE

The undersigned Assignee named above hereby agrees to be bound by all of the terms, covenants, and conditions of the Lease and this Assignment and shall succeed to the rights and benefits under the Lease.

EXECUTED this 27th day of December, 2004.

Chesapeake Exploration Limited Partnership by Chesapeake Operating, Inc., General Partner
 By: [Signature]
 Henry J. Hood, Senior Vice President-Land and Legal

The undersigned Assignee named above hereby agrees to be bound by all of the terms, covenants, and conditions of the Lease and this Assignment and shall succeed to the rights and benefits under the Lease.

EXECUTED this 22nd day of December, 2004.

Rubicon Oil & Gas I, LP by Rubicon Oil & Gas, LLC, General Partner
 By: [Signature]
 W. Brett Smith, Vice President

STATE OF TEXAS
COUNTY OF MIDLAND

The foregoing Assignment and Assignee's Acceptance was acknowledged before me this 6th day of December, 2004, by W. Brett Smith, Vice President.

My commission expires:

VICKI J. DILLARD
 NOTARY PUBLIC
 STATE OF TEXAS
 My Comm. Exp. 08-07-2005

[Signature]
 Notary Public

WILSON PROSPECT

0-30 Revised

BOOK 1362 PAGE 519

NM 7930001-001

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing Assignee's Acceptance was acknowledged on this 27th day of December, 2004, by Henry J. Hood, Senior Vice President-Land and Legal.

My commission expires: _____



[Signature]
Notary Public

APPROVAL OF THE COMMISSIONER

Office of the Commissioner of Public Lands
Santa Fe, New Mexico

I hereby certify that this Assignment was filed in my office on JAN 11 2005, and was approved by me

and shall be effective as to the State of New Mexico on JAN 14 2005

[Signature]
COMMISSIONER OF PUBLIC LANDS

INSTRUCTIONS AND INFORMATION

- ANNUAL RENTAL:** The annual rental for the land in this Assignment is 1.00 per acre. The rental is due in advance and shall be paid to the Commissioner of Public Lands on the anniversary date of the original Lease agreement. The date of this Assignment does not change the annual rental due date. For any Assignment of any Lease initially issued prior to June 15, 1985, the annual rental shall not be less than six dollars (\$6.00). For any Assignment of any Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty dollars (\$40.00).
- FIXED TEN-YEAR LEASE:** This Lease provides for a fixed ten-year term, and for so long as oil or gas is produced in paying quantities. The ten-year period is divided into a primary term of five years, followed by a secondary term of five years. If no production is had during the primary term, the rental for the secondary term is double the rental of the primary term, or equal to the highest prevailing rental rate in the district, whichever is higher. Rentals continue even though production is had.
- FIXED FIVE-YEAR LEASE:** This Lease provides for a fixed five-year term, and for so long as oil and gas is produced in paying quantities. The fixed five-year Lease has no secondary term. Rentals continue even though production is had.
- FILING:** All Assignments must be filed in the State Land Office in triplicate, with original signatures on all three copies, within one hundred days from the date of signing, and must be accompanied by the recording fee.
- RECORDING FEE:** The recording fee for each Assignment is thirty dollars (\$30.00). If, however, the Assignment is filed more than one hundred days from the date of signing, an additional fee of seventy-five dollars (\$75.00) is charged.
- PERSONAL CHECKS:** When an Assignment is accompanied by a personal check, the Commissioner of Public Lands reserves the right to withhold approval of the Assignment until the check is paid.
- ASSIGNMENT DISAPPROVAL:** An Assignment will not be approved when it is made:
 - to more than two persons;
 - for less than a regular subdivision. "Regular subdivision" means forty acres or a tract described by lot number, which tract may be more or less than forty acres;
 - for an undivided interest;
 - in the name of a trusteeship, unless the trust document is attached or on file, and not more than two persons are named as trustee;
 - after a lis pendens is filed;
 - including any change or addition to the language contained in the Assignment form;
 - where surety requirements have not been met; or
 - where the lease is not in good standing; provided, however, that approval by the Commissioner does not waive any rights or claims the Commissioner may have to rentals, royalties, or other obligations due to the Commissioner. Approval of the assignment by the Commissioner does not constitute a finding by the Commissioner that the lease is in good standing. Assignees must perform their own due diligence.
- COMPLETE ADDRESS:** An Assignment must show the complete post office address of the Assignee.
- ACKNOWLEDGMENT:** An Assignment must be executed before an officer authorized to take acknowledgments of deeds. Persons executing on behalf of a corporation or other business entity must indicate title or authority to execute.
- MARITAL STATUS:** An Assignment must show whether the Assignors are married or single; if married, both husband and wife must sign the Assignment. The Certificates of Acknowledgment must show the marital status of the Assignors.
- BLANKET ASSIGNMENTS:** Must have an Exhibit A attached that includes lease number, original lessee of record, lease issue date, county, and land description. Provide a copy of the original assignment form and the exhibit for every lease.
- BLANKET ASSIGNMENTS:** Will only be approved for record title. All other types of assignments (operating rights, depth limitations, undivided interests, etc.) will be filed as miscellaneous instrument documents for record purposes only.
- COMMUNICATIONS:** All official business, letters and communications must be addressed directly to the Commissioner of Public Lands, Oil, Gas, & Minerals Division.
- PAYMENT:** Make all payments for annual rental, recording, and approval of fees to:

COMMISSIONER OF PUBLIC LANDS
P.O. Box 1148
Santa Fe, NM 87504-1148

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154
Attn: Land Administration

03299

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

at 8:23 o'clock A M
and recorded in Book _____

Page _____
Melinda Hughes, Lea County Clerk
By Kelth mamez Deputy





10-2

65549

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

STATE OF NEW MEXICO)
)
COUNTY OF LEA) KNOW ALL MEN BY THESE PRESENTS:

For adequate consideration, the receipt and sufficiency of which is hereby acknowledged, RUBICON OIL & GAS I, LP, whose address is 400 W. Illinois, Suite 1130, Midland, Texas 79701 ("Assignor"), subject to the terms set forth herein, does hereby SELL, ASSIGN, TRANSFER and CONVEY unto CHESAPEAKE EXPLORATION LIMITED PARTNERSHIP, PO Box 18496, Oklahoma City, Oklahoma 73154 ("Assignee"), an undivided SEVENTY-FIVE PERCENT (75.0%) of Assignor's right, title and interest in and to the oil, gas and/or mineral leases described on Exhibit "A", attached hereto and made a part hereof, together with a similar undivided interest in and to all personal property and equipment located on, or used or obtained in connection with said leases insofar as they cover said lands.

THIS PARTIAL ASSIGNMENT OF OIL AND GAS LEASE IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED, EXCEPT THAT ASSIGNOR WARRANTS TITLE TO THE LEASEHOLD INTERESTS HEREIN ASSIGNED AGAINST THE CLAIMS OF ALL PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

The leasehold interests herein assigned are assigned subject to and shall bear their proportionate part of all outstanding royalty, overriding royalty and other leasehold burdens of record. Such interests are expressly assigned subject to the terms and provisions of the leases described on Exhibit "A" attached hereto and the terms and provisions of the following instruments:

- 1. Letter Agreement dated March 1, 2002, between Assignor and Liberty Energy Corporation.
- 2. Letter Agreement dated November 18, 2002, between Assignor, Ted Collins, Jr. and Liberty Energy Corporation.
- 3. Purchase and Sale Agreement dated July 30, 2003, between Assignor and Chesapeake Exploration Limited Partnership, successor by merger to Concho Resources Inc.

This Partial Assignment of Oil and Gas Leases is executed as of the date of the acknowledgment of Assignor set forth below.

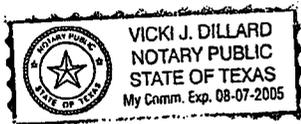
RUBICON OIL & GAS I, LP
By: Rubicon Oil & Gas, LLC,
its General Partner

By: [Signature]
W. Brett Smith, Vice President

STATE OF TEXAS)
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 6th day of December, 2004, by W. Brett Smith, Vice President of Rubicon Oil & Gas, LLC, General Partner of Rubicon Oil & Gas I, LP, a Texas limited partnership, on behalf of said limited partnership.

[Signature]
Vicki J. Dillard
Notary Public, State of Texas



WILSON PROSPECT

EXHIBIT "A" - To Partial Assignment of Oil and Gas Leases, dated December 6, 2004, by and between Rubicon Oil & Gas I, LP, Assignor, and Chesapeake Exploration Limited Partnership, Assignee

Lease No: NM0048-001-000
SV/Fed Lease No: V07063
Lessor: State of New Mexico V07063
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 160.0000
Recording Info: Book 1310, Page 67
State: New Mexico
County: Lea
Legal Description: T21S, R35E, Section 4: SW/4, Lea County, New Mexico

Lease No: NM0048-002-000
SV/Fed Lease No: V07062
Lessor: State of New Mexico V07062
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 310.8000
Recording Info: Book 1307, Page 634
State: New Mexico
County: Lea
Legal Description: T21S, R35E, Section 4: Lots 1 thru 8, Lea County, New Mexico

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

DEC 16 2004

at 11:59 o'clock PM

and recorded in Book _____

Page _____

Melinda Hughes, Lea County Clerk

By Krista Manda Deputy



65549



From Lease Number
V0-7062-1
To Lease Number
V0-7062-2

**NEW MEXICO STATE LAND OFFICE
ASSIGNMENT OF OIL AND GAS LEASE RECEIVED**

FOR VALUE RECEIVED, Chesapeake Exploration Limited Partnership MAY 10 2005 7 46
Rubicon Oil & Gas L.P. OGRID No. 212466

Name (include name of spouse, if any, or type of business entity)
STATE LAND OFFICE

STATE LAND OFFICE
OGRID No. 234363
STATE FE, N.M.



("Assignor" whether one or more), assigns and conveys to: Chesapeake Permian, L.P., N.M.

("Assignor" whether one or more), whose mailing address is P.O. Box 18496

Oklahoma City, OK 73154

the entire interest and title in and to Oil and Gas Lease No. V07062 ("the Lease") initially made by the New Mexico State Land Office to:
Rubicon Oil & Gas L.P., dated May 1, 2004 insofar as the Lease covers the following land in Lea County, New Mexico:

T21S-R35E, Section 4: Lots 1 thru 8
Containing 310.80 acres, more or less

together with the rights incident thereto, and improvements thereon, if any.

Assignee assumes and agrees to perform all duties and obligations to the Commissioner of Public Lands including payment of rentals and royalties, and to do such other acts as are required by the Lease, to the same extent and in the same manner as if the provisions of the Lease were fully set out herein.

Assignor warrants the leasehold estate herein assigned, except as to any valid overriding royalty, production payment, operating agreement or sub-lease, if any, now of legal record, and covenants to the Assignee and the Commissioner of Public Lands that the leasehold estate assigned is valid, and that all rentals and royalties due under the Lease have been paid in full, and that all other Lease obligations presently due have been fully performed.

EXECUTED this 27th day of April, 2005, but effective February 1, 2004.

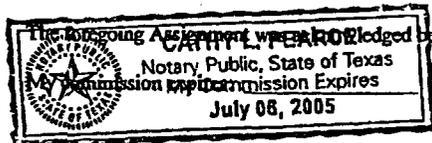
By: Douglas Jacobson Senior Vice President
Chesapeake Exploration Limited Partnership

By: W. Brett Smith, Vice President of Rubicon Oil & Gas, LLC,
General Partner

By: Chesapeake Operating, Inc., General Partner

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF MIDLAND



The foregoing Assignment was acknowledged before me this 27th day of April, 2005, by W. Brett Smith, Vice President.

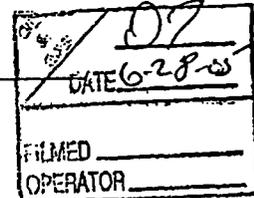
[Signature]
Notary Public

ASSIGNEE'S ACCEPTANCE

The undersigned Assignee named above hereby agrees to be bound by all of the terms, covenants, and conditions of the Lease and this Assignment and shall succeed to the rights and benefits under the Lease.

Chesapeake Permian, L.P. by
Chesapeake Operating, Inc., General Partner

By: Douglas J. Jacobson, Senior Vice President



STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing Assignee's Acceptance was acknowledged before me this 5 day of May, 2005, by Douglas J. Jacobson, Senior Vice President.

My commission expires: 6-11-07



Jinn D. Upsey
Notary Public

APPROVAL OF THE COMMISSIONER

Office of the Commissioner of Public Lands
Santa Fe, New Mexico

I hereby certify that this Assignment was filed in my office on MAY 10 2005, and was approved by me
and shall be effective as to the State of New Mexico on JUN 27 2005

Patricia H. Lewis
COMMISSIONER OF PUBLIC LANDS

INSTRUCTIONS AND INFORMATION

1. **ANNUAL RENTAL:** The annual rental for the land in this Assignment is 1.00 per acre. The rental is due in advance and shall be paid to the Commissioner of Public Lands on the anniversary date of the original Lease agreement. The date of this Assignment does not change the annual rental due date. For any Assignment of any Lease initially issued prior to June 15, 1985, the annual rental shall not be less than six dollars (\$6.00). For any Assignment of any Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty dollars (\$40.00).
2. **FIXED TEN-YEAR LEASE:** This Lease provides for a fixed ten-year term, and for so long as oil or gas is produced in paying quantities. The ten-year period is divided into a primary term of five years, followed by a secondary term of five years. If no production is had during the primary term, the rental for the secondary term is double the rental of the primary term, or equal to the highest prevailing rental rate in the district, whichever is higher. Rentals continue even though production is had.
3. **FIXED FIVE-YEAR LEASE:** This Lease provides for a fixed five-year term, and for so long as oil and gas is produced in paying quantities. The fixed five-year Lease has no secondary term. Rentals continue even though production is had.
4. **FILING:** All Assignments must be filed in the State Land Office in triplicate, with original signatures on all three copies, within one hundred days from the date of signing, and must be accompanied by the recording fee.
5. **RECORDING FEE:** The recording fee for each Assignment is thirty dollars (\$30.00). If, however, the Assignment is filed more than one hundred days from the date of signing, an additional fee of seventy-five dollars (\$75.00) is charged.
6. **PERSONAL CHECKS:** When an Assignment is accompanied by a personal check, the Commissioner of Public Lands reserves the right to withhold approval of the Assignment until the check is paid.
7. **ASSIGNMENT DISAPPROVAL:** An Assignment will not be approved when it is made:
 - A. to more than two persons;
 - B. for less than a regular subdivision. "Regular subdivision" means forty acres or a tract described by lot number, which tract may be more or less than forty acres;
 - C. for an undivided interest;
 - D. in the name of a trusteeship, unless the trust document is attached or on file, and not more than two persons are named as trustee;
 - E. after a lis pendens is filed;
 - F. including any change or addition to the language contained in the Assignment form;
 - G. where surety requirements have not been met; or
 - H. where the lease is not in good standing; provided, however, that approval by the Commissioner does not waive any rights or claims the Commissioner may have to rentals, royalties, or other obligations due to the Commissioner. Approval of the assignment by the Commissioner does not constitute a finding by the Commissioner that the lease is in good standing. Assignees must perform their own due diligence.
8. **COMPLETE ADDRESS:** An Assignment must show the complete post office address of the Assignee.
9. **ACKNOWLEDGMENT:** An Assignment must be executed before an officer authorized to take acknowledgments of deeds. Persons executing on behalf of a corporation or other business entity must indicate title or authority to execute.
10. **MARITAL STATUS:** An Assignment must show whether the Assignors are married or single; if married, both husband and wife must sign the Assignment. The Certificates of Acknowledgment must show the marital status of the Assignors.
11. **BLANKET ASSIGNMENTS:** Must have an Exhibit A attached that includes lease number, original lessee of record, lease issue date, county, and land description. Provide a copy of the original assignment form and the exhibit for every lease.
12. **BLANKET ASSIGNMENTS:** Will only be approved for record title. All other types of assignments (operating rights, depth limitations, undivided interests, etc.) will be filed as miscellaneous instrument documents for record purposes only.
13. **COMMUNICATIONS:** All official business, letters and communications must be addressed directly to the Commissioner of Public Lands, Oil, Gas, & Minerals Division.
14. **PAYMENT:** Make all payments for annual rental, recording, and approval of fees to:

COMMISSIONER OF PUBLIC LANDS
P.O. Box 1148
Santa Fe, NM 87504-1148

DATE	<u>6-28-05</u>
FILED	_____
OPERATOR	_____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) §

This instrument was acknowledged before me on this 20 day of June, 2005 by Douglas Jacobson, Senior Vice President of Chesapeake Operating, Inc., as General Partner of Chesapeake Exploration Limited Partnership, an Oklahoma limited partnership, on behalf of said limited partnership.



Linn D. Yousey
Notary Public

Commission No.: 03008905
Commission Expires: 6.11.07

07
DATE 6-28-05
FILMED _____
OPERATOR _____



05922

LEA 66.1.11
L 69334

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective as of 7:00 a.m. on February 1, 2005 (the "Effective Time"), is made by RUBICON OIL & GAS I, LP, a Texas limited partnership ("Assignor"), whose address is 508 W. Wall, Suite 500, Midland, Texas, 79701 to CHESAPEAKE PERMIAN, L.P., an Oklahoma limited partnership ("Assignee"), whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118.

ARTICLE I
Granting and Habendum

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets. The term "Assets" shall mean all of Assignor's right, title and interest in and to the following LESS and EXCEPT the Excluded Assets (defined below):

(a) the leasehold estates and fee estates in and to the oil, gas and mineral leases and lands described or referred to in or the instruments described or referred to in Exhibit A attached hereto (the "Leases"), all royalty and overriding royalty interests in and to the lands covered by the Leases, assignments and other instruments described or referred to in Exhibit A and all Leases and lands related to the Wells (defined below) (collectively, the "Subject Interests," or singularly, a "Subject Interest");

(b) all reversionary, back-in, net profits, carried and similar interests in, incident to or appurtenant to the Subject Interests or Wells (as defined below);

(c) all rights incident to the Subject Interests, including, without limitation, (i) all rights with respect to the use and occupation of the surface of and the subsurface depths under the Subject Interests; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Subject Interest being a part thereof, including all Hydrocarbon production after the Effective Time attributable to the Subject Interests or any such pool or unit allocated to any such Subject Interest;

(d) all wells located on the lands covered by the Subject Interests or on lands with which the Subject Interest have been pooled, communitized or unitized (whether producing, shut in or abandoned, and whether for production, injection or disposal), including, without limitation, the wells described in Exhibit B attached hereto (such wells, together with the proved developed nonproducing, proved undeveloped and unproved wells or well locations identified on Exhibit B being collectively called the "Wells");

(e) to the extent assignable or transferable, all easements, rights-of-way, surface leases, surface fee or other surface estates, servitudes, permits, licenses, franchises and other estates or similar rights and privileges related to or used primarily in

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connection with the Subject Interests ("Easements"), including, without limitation, the Easements described or referred to in Exhibit A;

(f) to the extent assignable or transferable, all personal property, equipment, fixtures, inventory and improvements located on or used primarily in connection with the Subject Interests and the Easements or with the production, treatment, sale, or disposal of oil, gas or other hydrocarbons (collectively, "Hydrocarbons"), byproducts or waste produced therefrom or attributable thereto, including, without limitation, wellhead equipment, pumps, pumping units, flowlines, gathering systems, piping, tanks, buildings, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, equipment, facilities and machinery (the "Personal Property");

(g) to the extent assignable or transferable, all contracts, agreements and other arrangements to the extent the same relate to the Subject Interests, the Leases, the Wells, the Personal Property, the G&G Data (defined below) or the Easements, including, without limitation, production sales contracts, farmout agreements, operating agreements, service agreements and the contracts, agreements and other arrangements (the "Contracts");

(h) to the extent assignable or transferable: (i) all books, records, files, muniments of title, reports and similar documents and materials that relate to the foregoing interests in the possession of, and maintained by, Assignor (the "Records"), and (ii) all claims, rights and causes of action including, without limitation, causes of action for breach of warranty, against third parties, asserted and unasserted, known and unknown, but only to the extent such claims, rights and causes of action affect the value of the Subject Interests or the Wells after the Effective Time, and where necessary to give effect to the assignment of such rights, claims and causes of action, the Assignor grants to the Assignee the right to be subrogated to such rights, claims and causes of action;

(i) all geological and geophysical data relating to the Subject Interests, other than such data which cannot be transferred without the consent of or payment to any third party (the "G&G Data"); and

(j) all rights and benefits arising from or in connection with any wellhead gas imbalances attributable to Hydrocarbons produced from the Wells as of the Effective Time.

NOTWITHSTANDING THE FOREGOING, the Assets shall not include, and there is excepted, reserved and excluded from the assignment contemplated hereby the following (collectively, the "Excluded Assets"): (a) all trade credits and all accounts, instruments and general intangibles (as such terms are defined in the Texas Uniform Commercial Code) attributable to the Assets with respect to any period of time prior to the Effective Time; (b) all claims and causes of action of Assignor (i) arising from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time which have been disclosed to Buyer and do not affect the value of the Assets after the Effective Time, (ii) arising under or with respect to any of the Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds), or (iii) with respect to any of the other Excluded

Assets; (c) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time which have been disclosed to Buyer and do not affect the value of the Assets after the Effective Time; (d) all Hydrocarbons produced from or attributable to the Subject Interests with respect to all periods prior to the Effective Time, together with all proceeds from the sale of such Hydrocarbons; (e) all claims of Assignor for refunds of or loss carry forwards with respect to (i) ad valorem, severance, production or any other taxes attributable to any period prior to the Effective Time, (ii) income or franchise taxes, or (iii) any taxes attributable to any Excluded Assets, and such other refunds, and rights thereto, for amounts paid in connection with the Assets and attributable to the period prior to the Effective Time, including refunds of amounts paid under any gas gathering or transportation agreement; (f) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time; (g) all proceeds, income or revenues (and any security or other deposits made) attributable to (i) the Assets for any period prior to the Effective Time, or (ii) any Excluded Assets; (h) all vehicles, personal computers and associated peripherals and all radio, and telephone and other communication equipment; (i) all of Assignor's proprietary computer software, technology, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) all of Assignor's rights and interests in geological and geophysical data which cannot be transferred without the consent of or payment to any third party; (k) all documents and instruments of Assignor that may be protected by an attorney-client privilege(excluding title opinions, reports and similar items); (l) data and other information that cannot be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements under agreements with persons unaffiliated with Assignor; (m) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time or to any of the other Excluded Assets; and (n) all corporate, partnership, income tax and financial records of Assignor.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II Special Warranty of Title and Disclaimers

Section 2.01 Special Warranty of Title. Assignor hereby agrees to warrant and defend title to the Assets unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise; subject, however, to the Permitted Encumbrances (as such term is defined in the Purchase Agreement described below) and the other matters set forth herein.

Section 2.02 Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THE PURCHASE AGREEMENT OR THIS ASSIGNMENT, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) PRODUCTION RATES, RECOMPLETION

OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, AND (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (v) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (vii) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND ASSIGNEE REPRESENTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

ARTICLE III
Miscellaneous

Section 3.01 Construction. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

Section 3.02 No Third Party Beneficiaries. Nothing in this Assignment shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

Section 3.03 Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 3.04 Governing Law. This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

Section 3.05 Counterpart Execution. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

Section 3.06 Recording. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describes Assets located in that county. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

Section 3.07 Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Purchase and Sale Agreement dated April 4, 2005 by and between Assignor and Assignee (the "Purchase Agreement").

IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Time.

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ASSIGNOR:

RUBICON OIL & GAS I, LP
By: Rubicon Oil & Gas, LLC,
its general partner

By: [Signature]
W. Brett Smith
Vice President

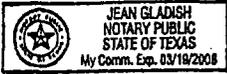
ASSIGNEE:

CHESAPEAKE PERMIAN, L.P.
By: Chesapeake Operating, Inc.,
its general partner

By: [Signature]
Douglas J. Jacobson
Senior Vice President

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 26th day of April, 2005, by W. Brett Smith, Vice President of Rubicon Oil & Gas, LLC, General Partner of RUBICON OIL & GAS I, LP, a Texas limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public - State of Texas

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me this 28 day of April, 2005, by Douglas J. Jacobson, Senior Vice President of Chesapeake Operating, Inc., General Partner of CHESAPEAKE PERMIAN, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public - State of Oklahoma

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**EXHIBIT "A" - To Assignment and Bill of Sale dated effective February 1, 2005,
between Rubicon Oil & Gas I, LP, as Seller, and Chesapeake Permian, L.P., as
Buyer - LEA COUNTY, NEW MEXICO**

Lease No: NM0005-001-001-000
SI/Fed Lease No: VO6828-0000
Lessor: State of New Mexico V-06828
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2003
Gross Acres: 320.0000
Recording Info: Book 1236, Page 455
State: New Mexico
County: Lea
Legal Description: T12S, R33E, Section 8: S/2
Containing 320 acres, more or less
Lea County, New Mexico

Lease No: NM0005-001-002-000
SI/Fed Lease No: VO6819-0000
Lessor: State of New Mexico V-06819
Lessee: State of New Mexico
Lease Date: 05/01/2003
Gross Acres: 320.0000
Recording Info: Book 1236, Page 450
State: New Mexico
County: Lea
Legal Description: T12S, R33E, Section 8: N/2
Containing 320 acres, more or less
Lea County, New Mexico

Lease No: NM0005-003-001-000
SI/Fed Lease No: VO6208-0000
Lessor: State of New Mexico V-6208
Lessee: Daniel E. Gonzales
Lease Date: 05/01/2001
Gross Acres: 200.0000
Recording Info: Book 1155, Page 818
State: New Mexico
County: Lea
Legal Description: T12S, R33E, Section 9: SW/4NW/4, SW/4, Lea County, New Mexico

Lease No: NM0008-001-000
SI/Fed Lease No: VO6792 0000
Lessor: State of New Mexico V-6792
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2003
Gross Acres: 320.0000
Recording Info: Book 1206, Page 676
State: New Mexico
County: Lea
Legal Description: T15S, R36E, Section 11: E/2, Lea County, New Mexico

Lease No: NM0008-002-000
St/Fed Lease No: VO-6942-000
Lessor: State of New Mexico V-06942
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 11/01/2003
Gross Acres: 80.0000
Recording Info: Book 1270, Page 836
State: New Mexico
County: Lea
Legal Description: T15S, R36E, Section 14: N/2NW/4, Lea County, New Mexico

Lease No: NM0016-001-00
St/Fed Lease No: VO6844
Lessor: State of New Mexico VO6844
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 06/01/2003
Gross Acres: 320.2800
Recording Info: Book 1236, Page 445
State: New Mexico
County: Lea
Legal Description: T10S, R34E, Section 5: Lots(s) 1(40.15), 2(40.13), S/2NE/4, SE/4, Lea County, New Mexico

Lease No: NM0017-001-002-000
St/Fed Lease No: V-6378-0
Lessor: State of New Mexico V-6378
Lessee: Daniel E. Gonzales
Lease Date: 10/01/2001
Gross Acres: 80.0000
Recording Info: Book 1155, Page 808
State: New Mexico
County: Lea
Legal Description: T9S, R33E, Section 23: E/2 SE/4, Lea County, New Mexico

Lease No: NM0021-001-001-000
St/Fed Lease No: V-6804-0
Lessor: State of New Mexico V-6804
Lessee: Daniel E. Gonzales
Lease Date: 03/01/2003
Gross Acres: 560.0000
Recording Info: Book 1230, Page 8
State: New Mexico
County: Lea
Legal Description: T-12-S, R-34-E: E/2, NW/4, N/2 SW/4 Section 28, Lea County, New Mexico

Lease No: NM0028-001-001-000
St/Fed Lease No: A2614
Lessor: State of New Mexico A2614
Lessee: The Ohio Oil Company
Lease Date: 04/21/1930
Gross Acres: 2520.8400
State: New Mexico
County: Lea
Legal Description: T23S, R38E: Section 16: Lots 1-4, W/2; Section 21: Lots 1-4, NE/4 SW/4, S/2 SW/4; Section 28: Lots 1-4, W/2; Section 29: All; Section 31: All; Section 32: N/2, N/2 SW/4, S/2 SE/4, Lea County, New Mexico

Lease No: NM0028-001-001-000
St/Fed Lease No: VA2780
Lessor: State of New Mexico VA2780
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2003
Gross Acres: 319.7200
Recording Info: Book 1206, Page 681
State: New Mexico
County: Lea
Legal Description: T12S, R36E, Section 4: Lots 1(39.88), 2(39.91), 3(39.95), 4(39.98), S/2N/2, Lea County, New Mexico

Lease No: NM0032-001-00
St/Fed Lease No: V06890
Lessor: State of New Mexico V06890
Lessee: Daniel E. Gonzales
Lease Date: 09/01/2003
Gross Acres: 280.0000
Recording Info: Book 1262, Page 133
State: New Mexico
County: Lea
Legal Description: T16S, R32E, Section 8: W/2 NE/4, NE/4 NW/4, NW/4 SW/4, SE/4 SW/4, S/2 SE/4, Lea County, New Mexico

Lease No: NM0035-001-00
St/Fed Lease No: V06948
Lessor: State of New Mexico V06948
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 11/01/2003
Gross Acres: 320.0000
Recording Info: Book 1270, Page 826
State: New Mexico
County: Lea
Legal Description: T21S, R32E, Section 16: N/2, Lea County, New Mexico

Lease No: NM0035-002-00
St/Fed Lease No: V06949
Lessor: State of New Mexico V06949
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 11/01/2003
Gross Acres: 320.0000
Recording Info: Book 1270, Page 831
State: New Mexico
County: Lea
Legal Description: T21S, R32E, Section 16: S/2, Lea County, New Mexico

Lease No: NM0036-001-00
St/Fed Lease No: VA2996
Lessor: State of New Mexico VA2996
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 11/01/2003
Gross Acres: 200.0000
Recording Info: Book 1270, Page 821
State: New Mexico
County: Lea
Legal Description: T12S, R38E, Section 19: NE/4, NE/4SW/4, Lea County, New Mexico

Lease No: NM0042-001-000
St/Fed Lease No: V06984
Lessor: State of New Mexico V06984
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 316.1600
Recording Info: Book 1286, Page 198
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 5: Lots 1(39.04), 2(39.04), 3(39.04), 4(39.04), 5(40.00), 6(40.00), 7(40.00), 8(40.00), Lea County, New Mexico

Lease No: NM0042-002-000
St/Fed Lease No: V06989
Lessor: State of New Mexico V06989
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 320.0000
Recording Info: Book 1286, Page 202
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 5: S/2, Lea County, New Mexico

Lease No: NM0042-003-000
St/Fed Lease No: V06990
Lessor: State of New Mexico V06990
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 320.0000
Recording Info: Book 1286, Page 206
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 8: N/2, Lea County, New Mexico

Lease No: NM0042-004-000
St/Fed Lease No: V06991
Lessor: State of New Mexico V06991
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 320.0000
Recording Info: Book 1286, Page 210
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 8: S/2, Lea County, New Mexico

Lease No: NM0042-005-000
St/Fed Lease No: V06992
Lessor: State of New Mexico V06992
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 311.8700
Recording Info: Book 1286, Page 214
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 18: Lots 3(35.91), 4(35.96), E/2SW/4, SE/4, Lea County, New Mexico

Lease No: NM0042-001-000
SI/Fed Lease No: V06984
Lessor: State of New Mexico V06984
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 316.1600
Recording Info: Book 1286, Page 198
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 5: Lots 1(39.04), 2(39.04), 3(39.04), 4(39.04), 5(40.00), 6(40.00), 7(40.00), 8(40.00), Lea County, New Mexico

Lease No: NM0042-002-000
SI/Fed Lease No: V06989
Lessor: State of New Mexico V06989
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 320.0000
Recording Info: Book 1286, Page 202
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 5: S/2, Lea County, New Mexico

Lease No: NM0042-003-000
SI/Fed Lease No: V06990
Lessor: State of New Mexico V06990
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 320.0000
Recording Info: Book 1286, Page 206
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 8: N/2, Lea County, New Mexico

Lease No: NM0042-004-000
SI/Fed Lease No: V06991
Lessor: State of New Mexico V06991
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 320.0000
Recording Info: Book 1286, Page 210
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 8: S/2, Lea County, New Mexico

Lease No: NM0042-005-000
SI/Fed Lease No: V06992
Lessor: State of New Mexico V06992
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 02/01/2004
Gross Acres: 311.8700
Recording Info: Book 1286, Page 214
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 18: Lots 3(35.91), 4(35.96), E/2SW/4, SE/4, Lea County, New Mexico

Lease No: NM0042-006-00
St/Fed Lease No: V06598
Lessor: State of New Mexico V06598
Lessee: EGL RESOURCES INC.
Lease Date: 03/01/2002
Gross Acres: 320.0000
Recording Info: / /
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 16: N/2, Lea County, New Mexico

Lease No: NM0042-007-00
St/Fed Lease No: V06599
Lessor: State of New Mexico V06599
Lessee: EGL RESOURCES INC.
Lease Date: 03/01/2002
Gross Acres: 320.0000
Recording Info: / /
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 16: S/2, Lea County, New Mexico

Lease No: NM0042-008-00
St/Fed Lease No: V-3973
Lessor: State of New Mexico V-3973
Lessee: Mitchell Energy Corporation
Lease Date: 03/01/1992
Gross Acres: 320.0000
Recording Info: / /
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 9: N/2 NW/4, E/2 SW/4 and SE/4, Lea County, New Mexico

Lease No: NM0042-009-00
St/Fed Lease No: VB0204
Lessor: State of New Mexico VB0204-02
Lessee: Enron Oil & Gas Company
Lease Date: 05/01/1988
Gross Acres: 320.0000
Recording Info: / /
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 9: S/2 NW/4, W/2 SW/4 and NE/4, Lea County, New Mexico

Lease No: NM0042-010-00
St/Fed Lease No: V-3427
Lessor: State of New Mexico V3427
Lessee: UNKNOWN / OTHERS
Lease Date: 09/01/1990
Gross Acres: 640.0000
Recording Info: / /
State: New Mexico
County: Lea
Legal Description: T21S, R33E, Section 17: All, Lea County, New Mexico

Lease No: NM0044-001-000
St/Fed Lease No: V06950
Lessor: State of New Mexico V06950 - Term Assignment
Lessee: Crown Oil Partners II, LP
Lease Date: 11/01/2003
Gross Acres: 160.0000
State: New Mexico
County: Lea
Legal Description: T21S, R35E, Section 6: SE/4, Lea County, New Mexico

Lease No: NM0046-001-000
St/Fed Lease No: VA3106
Lessor: State of New Mexico VA3106
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 240.0000
Recording Info: Book 1307, Page 630
State: New Mexico
County: Lea
Legal Description: T12S, R32E, Section 8: NW/4, N/2SW4, Lea County, New Mexico

Lease No: NM0046-002-000
St/Fed Lease No: VA3107
Lessor: State of New Mexico VA3107
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 320.0000
Recording Info: Book 1307, Page 626
State: New Mexico
County: Lea
Legal Description: T12S, R32E, Section 17: S/2, Lea County, New Mexico

Lease No: NM0046-003-000
St/Fed Lease No: VA3108
Lessor: State of New Mexico VA3108
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 160.0000
Recording Info: Book 1307, Page 622
State: New Mexico
County: Lea
Legal Description: T12S, R32E, Section 21: NW/4, Lea County, New Mexico

Lease No: NM0046-004-000
St/Fed Lease No: VA3124
Lessor: State of New Mexico VA3124
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 600.0000
Recording Info: Book 1307, Page 618
State: New Mexico
County: Lea
Legal Description: T12S, R32E, Section 16: N/2, SW/4, W/2 SE/4, SE/4 SE/4,
Lea County, New Mexico

Lease No: NM0046-005-000
SU/Fed Lease No: VA3125
Lessor: State of New Mexico VA3125
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 320.0000
Recording Info: Book 1307, Page 614
State: New Mexico
County: Lea
Legal Description: T12S, R32E, Section 17: N/2, Lea County, New Mexico

Lease No: NM0046-006-000
SU/Fed Lease No: VA3126
Lessor: State of New Mexico VA3126
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 320.0000
Recording Info: Book 1307, Page 610
State: New Mexico
County: Lea
Legal Description: T12S, R32E, Section 20: E/2 NW/4, S/2 SW/4, SE/4, Lea County, New Mexico

Lease No: NM0048-001-000
SU/Fed Lease No: V07063
Lessor: State of New Mexico V07063
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 160.0000
Recording Info: Book 1310, Page 67
State: New Mexico
County: Lea
Legal Description: T21S, R35E, Section 4: SW/4, Lea County, New Mexico

Lease No: NM0048-002-000
SU/Fed Lease No: V07062
Lessor: State of New Mexico V07062
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 05/01/2004
Gross Acres: 310.8000
Recording Info: Book 1307, Page 634
State: New Mexico
County: Lea
Legal Description: T21S, R35E, Section 4: Lots 1 thru 8, Lea County, New Mexico

Lease No: NMC050-001-000
SU/Fed Lease No: NMNM111976
Lessor: Bureau of Land Management NMNM111976
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 07/01/2004
Gross Acres: 40.0000
Recording Info: Book 1317, Page 62
State: New Mexico
County: Lea
Legal Description: T23S, R37E, Section 2: SWNE, Lea County, New Mexico

Lease No: NM0050-002-000
St/Fed Lease No: NMNM111977
Lessor: Bureau of Land Management NMNM111977
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 07/01/2004
Gross Acres: 365.0000
Recording Info: Book 1317, Page 56
State: New Mexico
County: Lea
Legal Description: T23S, R38E, Section 4: Lot 2, SE/4 NW/4, E/2 SW/4; Section 5: SE/4 SW/4; Section 7: N/2 NW/4; Section 8: E/2 NW/4; Lea County, New Mexico

Lease No: NM0050-003-000
St/Fed Lease No: NMNM111978
Lessor: Bureau of Land Management NMNM111978
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 07/01/2004
Gross Acres: 480.0000
Recording Info: Book 1317, Page 59
State: New Mexico
County: Lea
Legal Description: T23S, R38E, Section 7: W/2 SW/4, S/2 SE/4; Section 8: NE/4 SW/4, S/2 S/2; Section 9: NE/4 SW/4, W/2 SW/4; Lea County, New Mexico

Lease No: NM0051-001-000
St/Fed Lease No: VA3038
Lessor: State of New Mexico VA3038
Lessee: Manzano Oil Corp
Lease Date: 01/01/2004
Gross Acres: 320.0000
Recording Info: Book 1307, Page 638
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: E/2, Lea County, New Mexico

Lease No: NM0051-002-001
Lessor: Peter Sexton Ingber
Lessee: Tierra Oil Company, LLC
Lease Date: 08/15/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 407
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-002
Lessor: Cynthia M. Morisch
Lessee: Tierra Oil Company, LLC
Lease Date: 11/10/2003
Gross Acres: 320.0000
Recording Info: Book 1271, Page 137
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-003
Lessor: Eric Ward Ingber
Lessee: Tierra Oil Company, LLC
Lease Date: 08/13/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 410
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-004
Lessor: Kate Sexton Ingber
Lessee: Tierra Oil Company, LLC
Lease Date: 08/13/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 404
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-005
Lessor: Patricia Kirkwood Harris
Lessee: Tierra Oil Company, LLC
Lease Date: 07/31/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 394
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-006
Lessor: Moore Family Trust UAD 2/8/99
Lessee: Tierra Oil Company, LLC
Lease Date: 08/04/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 395
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-007
Lessor: Othel P. Moore
Lessee: Tierra Oil Company, LLC
Lease Date: 07/28/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 388
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-008
Lessor: Owaissa Myrtle Moore Heimann et vir, J. Heimann
Lessee: Tierra Oil Company, LLC
Lease Date: 07/28/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 390
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-009
Lessor: George Wayne Moore
Lessee: Tierra Oil Company, LLC
Lease Date: 07/28/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 392
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-010
Lessor: Sandra Jean Hamrick
Lessee: Tierra Oil Company, LLC
Lease Date: 08/18/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 402
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-011
Lessor: Nina Lou Lyles
Lessee: Tierra Oil Company, LLC
Lease Date: 08/18/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 400
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-012
Lessor: Patricia Ann Shafer
Lessee: Tierra Oil Company, LLC
Lease Date: 08/18/2003
Gross Acres: 320.0000
Recording Info: Book 1252, Page 774
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-013
Lessor: Phyllis Sue Hobbs Rowan Living Trust, Phyllis Rowan, Trustee
Lessee: Tierra Oil Company, LLC
Lease Date: 08/13/2003
Gross Acres: 320.0000
Recording Info: Book 1251, Page 398
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0051-002-014
Lessor: Margo Brown, Melissa Brown, Peter Brown
Lessee: Tierra Oil Company, LLC
Lease Date: 08/15/2003
Gross Acres: 320.0000
Recording Info: Book 1268, Page 239
State: New Mexico
County: Lea
Legal Description: T11S, R32E, Section 36: W/2, Lea County, New Mexico

Lease No: NM0052-001-000
St/Fed Lease No: V07081
Lessor: State of New Mexico V07081
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 06/01/2004
Gross Acres: 320.0000
Recording Info: Book 1309, Page 711
State: New Mexico
County: Lea
Legal Description: T10S, R33E, Section 1: S/2, Lea County, New Mexico

Lease No: NM0052-002-000
St/Fed Lease No: V07069
Lessor: State of New Mexico V07069
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 06/01/2004
Gross Acres: 160.0000
Recording Info: Book 1309, Page 703
State: New Mexico
County: Lea
Legal Description: T10S, R33E, Section 2: SE/4, Lea County, New Mexico

Lease No: NM0053-001-000
St/Fed Lease No: V07067
Lessor: State of New Mexico V07067
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 06/01/2004
Gross Acres: 320.0000
Recording Info: Book 1309, Page 695
State: New Mexico
County: Lea
Legal Description: T09S, R33E, Section 10: N/2, Lea County, New Mexico

Lease No: NM0053-002-000
St/Fed Lease No: V07068
Lessor: State of New Mexico V07068
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 06/01/2004
Gross Acres: 320.0000
Recording Info: Book 1309, Page 699
State: New Mexico
County: Lea
Legal Description: T09S, R33E, Section 11: S/2, Lea County, New Mexico

Lease No: NM0053-003-000
St/Fed Lease No: V07080
Lessor: State of New Mexico V07080
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 06/01/2004
Gross Acres: 320.0000
Recording Info: Book 1309, Page 707
State: New Mexico
County: Lea
Legal Description: T09S, R33E, Section 11: N/2, Lea County, New Mexico

Lease No: NM0056-001-001
St/Fed Lease No: B-399-34
Lessor: State of New Mexico B-399-34 - Contractual Interest Only
Lessee: Orrin L. Staplin
Lease Date: 11/24/1931
Gross Acres: 40.0000
State: New Mexico
County: Lea
Legal Description: T21S, R32E, Section 32: SW/4 SE/4, Lea County, New Mexico

Lease No: NM0056-002-001
St/Fed Lease No: LG-6640-3
Lessor: State of New Mexico LG-6640-3
Lessee: Amoco Production Company
Lease Date: 06/01/1979
Gross Acres: 280.0000
Recording Info: Book 318, Page 284
State: New Mexico
County: Lea
Legal Description: T21S, R32E, Section 32: NE/4, N/2 SE/4, SE/4 SE/4, Lea County, New Mexico

Lease No: NM0057-001-001
Lessor: J. D. Graham, Jr.
Lessee: Special Services Company
Lease Date: 06/14/1981
Gross Acres: 40.0000
Recording Info: Book 338, Page 861
State: New Mexico
County: Lea
Legal Description: T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico

Lease No: NM0057-001-002
Lessor: Edna Pryor
Lessee: Special Services Company
Lease Date: 06/14/1981
Gross Acres: 40.0000
Recording Info: Book 338, Page 863
State: New Mexico
County: Lea
Legal Description: T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico

Lease No: NM0057-001-003
Lessor: Graham-Jenike Ranch, a Limited Partnership
Lessee: Special Services Company
Lease Date: 06/14/1981
Gross Acres: 40.0000
Recording Info: Book 338, Page 865
State: New Mexico
County: Lea
Legal Description: T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico

Lease No: NM0057-001-004
Lessor: Eleanor Graham
Lessee: Special Services Company
Lease Date: 06/14/1981
Gross Acres: 40.0000
Recording Info: Book 338, Page 867
State: New Mexico
County: Lea
Legal Description: T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico

Lease No: NM0057-001-005
Lessor: Mary Louise Carson
Lessee: Special Services Company
Lease Date: 06/14/1981
Gross Acres: 40.0000
Recording Info: Book 338, Page 869
State: New Mexico
County: Lea
Legal Description: T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico

Lease No: NM0057-001-006
Lessor: Joel M. Carson, II
Lessee: Special Services Company
Lease Date: 06/18/1981
Gross Acres: 40.0000
Recording Info: Book 338, Page 871
State: New Mexico
County: Lea
Legal Description: T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico

Lease No: NM0057-001-007
Lessor: Cynthia P. Duchatschek
Lessee: Special Services Company
Lease Date: 06/14/1981
Gross Acres: 40.0000
Recording Info: Book 338, Page 873
State: New Mexico
County: Lea
Legal Description: T15S, R36E, Section 9: NW/4 SW/4, from the Surface to the Base of the Devonian Formation, Lea County, New Mexico

Lease No: NM0061-001-001
S/Fed Lease No: B-9765-6
Lessor: State of New Mexico B-9765-6
Lessee: The Texas Company
Lease Date: 08/10/1942
Gross Acres: 320.0000
State: New Mexico
County: Lea
Legal Description: T15S, R32E, Section 22: S/2, Lea County, New Mexico

Lease No: NM0062-001-001
SV/Fed Lease No: USA NM-04229-C
Lessor: Bureau of Land Management USA NM-04229-C
Lessee: Cliffie A. Loomis
Lease Date: 02/01/1951
Gross Acres: 160.0000
State: New Mexico
County: Lea
Legal Description: T21S, R32E, Section 5: Lots 7, 8, 9 and 10, leasehold rights; (Lots 7 and 8, Operating Rights limited to depth to the Lower Morrow Participating Area and all depths below the Base of the Morrow Formation), Lea County, New Mexico

Lease No: NM0062-001-002
SV/Fed Lease No: USA NM-01236
Lessor: Bureau of Land Management USA NM-01236
Lessee: W. E Bondurant, Jr.
Lease Date: 02/01/1952
Gross Acres: 164.9600
Recording Info: Book 103, Page 98
State: New Mexico
County: Lea
Legal Description: T21S, R32E, Section 5: Lots 1, 2, 3 and 4, limited in depth to the Lower Morrow PA and all depths below the Base of the Morrow Formation, Lea County, New Mexico

Lease No: NM0062-001-003
SV/Fed Lease No: USA NM-04229-B
Lessor: Bureau of Land Management USA NM-04229-B
Lessee: Cliffie A. Loomis
Lease Date: 02/01/1951
Gross Acres: 160.0000
State: New Mexico
County: Lea
Legal Description: T21S, R32E, Section 5: Operating Rights in Lots 5 and 6, limited in depth to the Lower Morrow PA and all depths below the Base of the Morrow Formation; and Record Title in Lots 5, 6, 11 and 12, Lea County, New Mexico

Lease No: NM0062-002-001
SV/Fed Lease No: E-9543-4
Lessor: State of New Mexico E-9543-4
Lessee: The Texas Company
Lease Date: 11/15/1955
Gross Acres: 120.0000
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 36: W/2 NE/4 and SW/4 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico

Lease No: NM0062-002-002
SV/Fed Lease No: E-5231-10
Lessor: State of New Mexico E-5231-10
Lessee: MALCO Refineries, Inc.
Lease Date: 05/10/1951
Gross Acres: 360.0000
Recording Info: Book 40, Page 88
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 36: E/2 NE/4, E/2 SE/4 and NW/4 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field and below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico;
 T20S, R33E, Section 31: Lot 1, NE/4 NW/4, SE/4 NE/4 and NE/4 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field and below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico

Lease No: NM0062-002-003
SVFed Lease No: USA NM-03023-A
Lessor: Bureau of Land Management USA NM-03023-A
Lessee: Howard W. Jennings
Lease Date: 05/01/1952
Gross Acres: 240.1500
State: New Mexico
County: Lea
Legal Description: T20S, R33E, Section 31: Lot 3 (40.11ac.) and Lot 4 (40.04 ac.), E/2 SW/4, SW/4 NE/4 and NW/4 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field and below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico

Lease No: NM0062-002-004
SVFed Lease No: E-6142-6
Lessor: State of New Mexico E-6142-6
Lessee: L. B. Hodges
Lease Date: 04/10/1952
Gross Acres: 80.0000
State: New Mexico
County: Lea
Legal Description: T20S, R33E, Section 31: S/2 SE/4, from the surface to the Base of the Atoka-Livingston Ridge Field, below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico

Lease No: NM0062-003-001
SVFed Lease No: USA NM-03023-B
Lessor: Bureau of Land Management USA NM-03023-B
Lessee: Howard W. Jennings
Lease Date: 05/01/1952
Gross Acres: 240.3400
State: New Mexico
County: Lea
Legal Description: T20S, R33E, Section 30: Lots 1 and 2, E/2 NW/4; Section 31: Lot 2, Se/4 NW/4, Lea County, New Mexico

Lease No: NM0062-004-001
SVFed Lease No: E-9052-10
Lessor: State of New Mexico E-9052-10
Lessee: Charles B. Read
Lease Date: 05/17/1955
Gross Acres: 120.0000
State: New Mexico
County: Lea
Legal Description: T20S, R33E, Section 32: SW/4 NW/4, W/2 SW/4, from the surface to the Base of the Atoka-Livingston Ridge Field and below the Base of the Atoka-Bilbrey Field, Lea County, New Mexico

Lease No: NM0062-005-001-001
Lessor: Audle Richards, et al
Lessee: Howard W. Jennings
Lease Date: 04/08/1952
Gross Acres: 240.4500
Recording Info: Book 100, Page 340
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0062-005-001-002
Lessor: Mary Lorena Higgins, Individually and as Trustee, et al
Lessee: Howard W. Jennings
Lease Date: 04/08/1952
Gross Acres: 240.4500
Recording Info: Book 103, Page 289
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0062-005-001-003
Lessor: Betty M. Dreessen and husband, E. T. Dreessen
Lessee: Richardson & Bass, a partnership composed of S. W. Richardso
Lease Date: 04/16/1956
Gross Acres: 240.4500
Recording Info: Book 140, Page 277
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0062-005-001-004
Lessor: Cecil H. Kyle, Trustee for David Bond Kyle
Lessee: Richardson & Bass, a partnership composed of S. W. Richardso
Lease Date: 04/16/1956
Gross Acres: 240.4500
Recording Info: Book 140, Page 280
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0062-005-001-005
Lessor: Henry Lawson Monteith and Vera Allene Briggs
Lessee: The Texas Company
Lease Date: 11/06/1956
Gross Acres: 240.4500
Recording Info: Book 147, Page 476
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0062-005-001-006
Lessor: Maybelle K. Stewart
Lessee: Leonard Oil Company
Lease Date: 12/10/1955
Gross Acres: 240.4500
Recording Info: Book 139, Page 243
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0062-005-001-007
Lessor: Maybelle K. Stewart
Lessee: Sunshine Royalty Company
Lease Date: 12/10/1955
Gross Acres: 240.4500
Recording Info: Book 140, Page 142
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0062-005-001-008
Lessor: Leonard Oil Company
Lessee: Richardson & Bass, a partnership composed of S. W. Richardso
Lease Date: 10/16/1956
Gross Acres: 240.4500
Recording Info: Book 148, Page 408
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0062-005-001-009
Lessor: Sunshine Royalty Company
Lessee: Richardson & Bass, a partnership composed of S. W. Richardso
Lease Date: 10/16/1956
Gross Acres: 240.4500
Recording Info: Book 148, Page 410
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0062-005-001-010
Lessor: L. H. Wantz Estate
Lessee: Cities Service Oil Co.
Lease Date: 08/28/1950
Gross Acres: 240.4500
Recording Info: Book 91, Page 423
State: New Mexico
County: Lea
Legal Description: T20S, R32E, Section 25: SE/4, insofar as said lands are committed to the Little Eddy Unit, Lea County, New Mexico;
T20S, R33E, Section 30: Lots 3 and 4 (W/2 SW/4), except all right, title and interest insofar as said rights contributed to that certain Operating Agreement dated April 1, 1974, covering the S/2 of said section, Lea County, New Mexico

Lease No: NM0069-001-001
St/Fed Lease No: USA NM-10474
Lessor: Bureau of Land Management USA NM-10474
Lessee: Arthur N. Rupe
Lease Date: 10/01/1969
Gross Acres: 40.0000
Recording Info: Book 422, Page 323
State: New Mexico
County: Lea
Legal Description: T19S, R34E, Section 31: NE/4 NW/4, Lea County, New Mexico

Lease No: NM0069-002-001
St/Fed Lease No: USA NM-12006
Lessor: Bureau of Land Management USA NM-12006
Lessee: Union Oil Co. of California
Lease Date: 09/01/1970
Gross Acres: 160.0000
State: New Mexico
County: Lea
Legal Description: T19S, R34E, Section 17: SE/4, Lea County, New Mexico

Lease No: NM0069-003-001
Lessor: Will N. Terry, et ux
Lessee: Stanolind Oil & Gas
Lease Date: 01/03/1949
Gross Acres: 40.0000
Recording Info: Book 81, Page 388
State: New Mexico
County: Lea
Legal Description: T19S, R34E, Section 8: SE/4 NE/4, Lea County, New Mexico, limited from the Surface of the earth down to a depth of 4,225' below the surface.

Lease No: NM0069-004-001
St/Fed Lease No: USA NM 4314
Lessor: Bureau of Land Management NM 4314
Lessee: William A. Jurkiewicz
Lease Date: 02/01/1968
Gross Acres: 339.5200
Recording Info: Book 258, Page 419
State: New Mexico
County: Lea
Legal Description: T19S, R34E, Section 5: Insofar as said lease covers Lots 1, 2, 3, 4 and S/2 N/2, (ada N/2), containing 339.52 ac, Lea County, New Mexico, surface to 5000' below the surface and below 11,825' below the surface

Lease No: NM0069-004-002
St/Fed Lease No: USA NM 4314
Lessor: Bureau of Land Management NM 4314
Lessee: William A. Jurkiewicz
Lease Date: 02/01/1968
Gross Acres: 280.0000
Recording Info: / /
State: New Mexico
County: Lea
Legal Description: T19S, R34E, Section 5: Insofar as said lease covers N/2 S/2, SE/4 SW/4 and S/2 SE/4, Lea County, New Mexico, surface to 5,000' below the surface and below 11,825' below the surface

Lease No: NM0069-005-001
St/Fed Lease No: USA NM 6818
Lessor: Bureau of Land Management NM 6868
Lessee: Hoover H. Wright
Lease Date: 08/01/1968
Gross Acres: 40.0000
Recording Info: / /
State: New Mexico
County: Lea
Legal Description: T19S, R34E, Section 5: SW/4 SW/4, Lea County, New Mexico

Lease No: NM0081-001-000
St/Fed Lease No: V07147
Lessor: State of New Mexico V07147
Lessee: Rubicon Oil & Gas I, LP
Lease Date: 09/01/2004
Gross Acres: 320.0000
Recording Info: Book 1331, Page 226
State: New Mexico
County: Lea
Legal Description: T11S, R38E, Section 22: N2, Lea County, New Mexico

05922

EXHIBIT "B"
To Assignment and Bill of Sale dated effective February 1, 2005,
between Rubicon Oil and Gas I, L.P., as Seller and Chesapeake Permian, L.P., as Buyer
Lea County, New Mexico

WELL NAME	OPERATOR	FIELD	STATE	COUNTY	SEC	TWP	RNG
UTP 2	MERIT	FEATHER	NM	LEA	16	15S	32E
STATE UTP 3	H. L. BROWN OPERATING	FEATHER	NM	LEA	16	15S	32E
UTP 1	MERIT ENERGY	FEATHER	NM	LEA	21	15S	32E
GRAHAM #1-9	V-F PETROLEUM	CAUDILL	NM	LEA	9	16S	36E
PIPELINE A FEDERAL 8 #2	MAGNUM HUNTER	QUAIL RIDGE	NM	LEA	8	19S	34E
PIPELINE DEEP FED COM 5 #2	MAGNUM HUNTER	QUAIL RIDGE	NM	LEA	5	19S	34E
PIPELINE DEEP UNIT FED #1	MAGNUM HUNTER	QUAIL RIDGE	NM	LEA	17	19S	34E
LING FEDERAL 2	FASKEN OIL	QUAIL RIDGE	NM	LEA	31	19S	34E
LITTLE EDDY UNIT #1 (AUDIE)	RUBICON	SALT LAKE SOUTH	NM	LEA	25	20S	32E
LITTLE EDDY UNIT #2 (CH STATE)	RUBICON	SALT LAKE SOUTH	NM	LEA	36	20S	32E
LITTLE EDDY UNIT #3 (CM STATE 1)	RUBICON	SALT LAKE SOUTH	NM	LEA	31	20S	33E
LITTLE EDDY UNIT #4	RUBICON	HAT MESA	NM	LEA	32	20S	33E
LITTLE EDDY UNIT #5	RUBICON	HAT MESA	NM	LEA	5	21S	32E
GETTY 32 STATE COM #1	XTO ENERGY	BILBREY	NM	LEA	32	20S	33E
NEWMAN STATE #1	CHESAPEAKE	STATELINE	NM	LEA	32	23S	38E



Record & Return To
 Chesapeake Operating, Inc.
 P.O. Box 18496
 Oklahoma City, OK 73154
 Attn: Land Administration

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

MAY 12 2005
 at 11:00 o'clock A.M.
 and recorded in Book _____
 Page _____
 By Melinda Hughes, Lea County Clerk
 Deputy

ATTEST:

Certified this 9 day of June
2005, as true and correct copy of
the original on file in this office.

MELINDA HUGHES LEA, COUNTY CLERK


Deputy