

Assignee shall have, and is hereby granted, the same right to pool the leases insofar as they affect the reserved overriding royalty interest of Assignor. In the event of such pooling, in lieu of the overriding royalty interest herein reserved, Assignor shall receive from the production from a unit so pooled or formed only such proportion of the overriding royalty interest hereinabove specified as the total amount of surface acreage covered by said leases and placed in such unit bears to the total surface acreage in such unit.

If within the Primary Term, Assignee has drilled and completed a well or wells capable of producing oil and/or gas in paying quantities on said assigned interest or acreage pooled therewith, or if Assignee is engaged in actual drilling operations at the expiration of the Primary Term which drilling operations result in completion as a producer or abandonment as a dry hole, Assignee shall have the option, but not the obligation, to conduct a continuous development program on said assigned interest. If Assignee elects to conduct such a program, Assignee shall then commence at Assignee's sole cost, risk and expense, the drilling of a well at a location of Assignee's choice on said assigned interest or acreage pooled therewith within one hundred eighty (180) days of the expiration of the Primary Term or one hundred eighty (180) days from completion or abandonment of any well or wells drilled over the expiration of the Primary Term of this Assignment, whichever is the later date. Thereafter, not more than one hundred eighty (180) days shall elapse between completion of one well and the commencement of actual drilling operations on the next succeeding well. For purposes of this Assignment, completion shall be deemed to be the date of drilling rig release. Upon the expiration of the Primary Term of this Assignment or the continuous development program described in this paragraph, whichever is later, this Assignment and all rights created hereunder shall terminate as to all lands and depths covered hereby, and said assigned interest shall revert to Assignor, save and except that portion of said assigned interest included within the proration or pooled unit of each well producing or capable of producing oil and/or gas in paying quantities as to those depths under said proration or pooled unit from the surface of the earth down to a depth of one hundred feet (100') below the base of the producing formation of said well. The term "proration unit" as used herein, shall mean the area within the surface boundaries of the proration unit then established or prescribed by field rules or special order, of the appropriate regulatory authority for the reservoir in which the well is completed. In the absence of such field rules or special order, the proration unit shall be deemed not to exceed one hundred sixty (160) acres of land surrounding a well completed as a gas well producing or capable of production in paying quantities and eighty (80) acres of land surrounding a well completed as an oil well producing or capable of production in paying quantities. Upon termination or partial termination of this Assignment and the rights created hereunder, Assignee shall promptly provide Assignor with a fully executed and recordable release of this Assignment and reassignment to Assignor for all lands and depths which have so terminated, free and clear of any mortgage, lien, encumbrances, claims, contractual obligations, overriding royalty burden or production payment created by, through or under Assignee or by its authority.

Assignee shall provide the Assignor with drilling and completion reports on any well drilled by Assignee on the assigned acreage or on any acreage pooled therewith.

And for the same consideration as stated above, the undersigned for himself, and his heirs, successors and representatives does covenant with said Assignee, his heirs, successors and assigns, that the undersigned is the lawful owner of said leases and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the above described Oil, Gas and Mineral Leases and that said rights, interests and properties are free and clear from all liens and encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid, and that the undersigned agrees to warrant and defend the same against the lawful claim and demands of all persons whomsoever, by, through and under Assignor, but not otherwise.

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN TERM ASSIGNMENT OF OIL, GAS AND MINERAL LEASES WITH RESERVATION OF OVERRIDING ROYALTY INTEREST BETWEEN MARK A. CHAPMAN, AS ASSIGNOR, AND CHESAPEAKE OPERATING, INC., AS ASSIGNEE, DATED JUNE 2, 1997

LEASE NO: NM0031591301
LESSOR: Roy Anderson et ux
LESSEE: MTS Limited Partnership
DATE: September 15, 1983
RECORDED: 366/934
DESCRIPTION: S/2 SE, Lots 3, 4, 5, 6, 9, 10, 11, 14, 15, 16 of Section 1, Township 16 South, Range 36 East and Lots 12, 13, 14, 17, 18 of Section 6, Township 16 South, Range 37 East, Lea County, New Mexico, as referenced in said lease.

LEASE NO: NM0031591401
LESSOR: Kimberley S. Harris et vir
LESSEE: MTS Limited Partnership
DATE: September 15, 1983
RECORDED: 366/932
DESCRIPTION: S/2 SE, Lots 3, 4, 5, 6, 9, 10, 11, 14, 15, 16 of Section 1, Township 16 South, Range 36 East and Lots 12, 13, 14, 17, 18 of Section 6, Township 16 South, Range 37 East, Lea County, New Mexico, as referenced in said lease.

LEASE NO: NM0031591501
LESSOR: John R. Anderson et ux
LESSEE: MTS Limited Partnership
DATE: September 15, 1983
RECORDED: 366/930
DESCRIPTION: S/2 SE, Lots 3, 4, 5, 6, 9, 10, 11, 14, 15, 16 of Section 1, Township 16 South, Range 36 East and Lots 12, 13, 14, 17, 18 of Section 6, Township 16 South, Range 37 East, Lea County, New Mexico, as referenced in said lease.

LEASE NO: NM0031591601
LESSOR: Malcolm S. Anderson et ux
LESSEE: MTS Limited Partnership
DATE: September 15, 1983
RECORDED: 366/928
DESCRIPTION: S/2 SE, Lots 3, 4, 5, 6, 9, 10, 11, 14, 15, 16 of Section 1, Township 16 South, Range 36 East and Lots 12, 13, 14, 17, 18 of Section 6, Township 16 South, Range 37 East, Lea County, New Mexico, as referenced in said lease.

LEASE NO: NM0031591701
LESSOR: W. A. Anderson, Jr.
LESSEE: MTS Limited Partnership
DATE: September 15, 1983
RECORDED: 366/926
DESCRIPTION: S/2 SE, Lots 3, 4, 5, 6, 9, 10, 11, 14, 15, 16 of Section 1, Township 16 South, Range 36 East and Lots 12, 13, 14, 17, 18 of Section 6, Township 16 South, Range 37 East, Lea County, New Mexico, as referenced in said lease.

LEASE NO: NM0031591801
LESSOR: Brookie Lee Green et vir
LESSEE: MTS Limited Partnership
DATE: September 15, 1983
RECORDED: 367/353
DESCRIPTION: S/2 SE, Lots 3, 4, 5, 6, 9, 10, 11, 14, 15, 16 of Section 1, Township 16 South, Range 36 East and Lots 12, 13, 14, 17, 18 of Section 6, Township 16 South, Range 37 East, Lea County, New Mexico, as referenced in said lease.

LEASE NO: NM0031591901
LESSOR: Tamara Shafer Maxie
LESSEE: MTS Limited Partnership
DATE: September 15, 1983
RECORDED: 366/924
DESCRIPTION: S/2 SE, Lots 3, 4, 5, 6, 9, 10, 11, 14, 15, 16 of Section 1, Township 16 South, Range 36 East and Lots 12, 13, 14, 17, 18 of Section 6, Township 16 South, Range 37 East, Lea County, New Mexico, as referenced in said lease.

LEASE NO: NM0031592001
LESSOR: Shannon Shafer Lester
LESSEE: MTS Limited Partnership
DATE: September 15, 1983
RECORDED: 367/147
DESCRIPTION: S/2 SE, Lots 3, 4, 5, 6, 9, 10, 11, 14, 15, 16 of Section 1, Township 16 South, Range 36 East and Lots 12, 13, 14, 17, 18 of Section 6, Township 16 South, Range 37 East, Lea County, New Mexico, as referenced in said lease.