

The Mt. Jackson Landowners Group
Agreement to Accept Lease Offer from Chesapeake Appalachia, L.L.C.

Certain members of The Mt. Jackson Landowners Group (“the Group”), have been offered a Paid-Up Oil and Gas Lease (“Lease”) and Order of Payment by Chesapeake Appalachia, L.L.C. (“Chesapeake”). The offer from Chesapeake is as follows:

- 1) A one-time bonus payment of **\$2,200.00 per** net acre of each net acre for which title is confirmed satisfactorily to Chesapeake in its sole discretion for a Lease with primary term of five (5) years, with the option to extend an additional five (5) years under the same terms and conditions.
- 2) A royalty to the Landowner of **fifteen percent (15%)**, as defined in the Lease.
- 3) Chesapeake has agreed to lease all parcels in the group in those certain townships in Beaver County, Pennsylvania that have marketable title and clear due diligence, such title being acceptable to Chesapeake in Chesapeake’s sole discretion pursuant to the terms of the Order of Payment. Chesapeake may decline accepting “undevelopable” acreage that is not contiguous to other Group acreage or Chesapeake acreage and is less than 1 acre in size. Chesapeake shall have a period of ninety (90) days from the execution of the Order of Payment within which to conduct its title due diligence.

By signing below, the individual Landowner(s) agree(s) to execute an Oil and Gas Lease (the “Lease”) the form of which has been provided to the Group and its member Landowners, which includes the Mt. Jackson Group negotiated “Exhibit A” Addendum clauses. The Landowner(s) also agree to execute any associated paperwork or forms necessary to complete the transaction including the Order Of Payment form, W-9 forms, and Memorandum of Oil and Gas Lease form. The Landowner(s) agree that Morascyzk and Polochak, Attorneys at Law, the attorneys representing the Group, and Co-eXprise, Inc., the marketing firm representing the Group, will assist Chesapeake in preparing leases and the associated forms for execution by the Landowner(s) after Landowner(s) execution of this Agreement. Landowner(s) agree that by signing below and accepting Chesapeake’s offer that Chesapeake may make direct payment to Co-eXprise, Inc. for their respective services rendered in regard to this transaction, at the direction of Morascyzk and Polochak, Attorneys at Law, and/or Co-eXprise, Inc.

Chesapeake hereby withdraws all prior offers made to you, either by Chesapeake or its leasing agents and brokers, whether written or oral, and the offer made herein by Chesapeake is subject to withdrawal, if this Agreement is not formally executed and delivered to Morascyzk and Polochak, Attorneys at Law, and/or Co-eXprise, Inc. by you on or before 5:00 pm (EST), August 4, 2011.

Subject to the terms of this Agreement, Landowner agrees not to enter into any other oil and gas lease, letter of intent, agreement, or other negotiations to lease, or sell the oil and gas rights to any other person or company and to lease only to Chesapeake, its affiliates, and authorized representatives pursuant to the terms of this Agreement and the associated Lease and Order of Payment unless this Agreement is terminated as provided herein. Should Landowner be contacted for leasing by a third party, Landowner is obligated to inform said party that Landowner is under contract to lease Landowner’s oil and gas rights to Chesapeake. Landowner hereby agrees to the terms and conditions in this agreement and do hereby grant, bargain, lease and convey unto Chesapeake the exclusive right and option to acquire the Lease covering all of right, title and interest under his/her/their lands.

Landowner(s) must provide the following information:

1.) Contact NAME: _____ 2.) Daytime PHONE: _____

3.) Contact Landowner MAILING ADDRESS: _____

4.) APPROXIMATE NUMBER OF ACRES TO BE LEASED: _____

5.) COUNTY & TOWNSHIP WHERE LAND IS LOCATED: _____

6.) PARCEL/TAX MAP NUMBER(S)*: _____

7.) IS THE PROPERTY OWNED BY A CORPORATION OR TRUST? (Yes or No) : _____

8.) IF YES, LIST THE **FULL NAME** OF THE ENTITY OR TRUST: _____

ALL LANDOWNERS MUST SIGN BELOW NEXT TO THE "X". YOU ARE A LANDOWNER IF YOUR NAME IS ON YOUR DEED. PLEASE PRINT YOUR NAME BELOW YOUR SIGNATURE**

IN WITNESS HEREOF, the parties have executed this Agreement:

X _____ Dated: _____, 2011

Print Your Name Here: _____

X _____ Dated: _____, 2011

Print Your Name Here: _____

X _____ Dated: _____, 2011

Print Your Name Here: _____

X _____ Dated: _____, 2011

Print Your Name Here: _____