

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that Certain Oil and Gas Lease dated _____, 2011, by and between _____, as Lessor, and Chesapeake Appalachia, L.L.C., as Lessee. If any of the following provisions conflict with or are inconsistent with the printed provisions or terms of this Lease, the following provisions shall control.

USE OF PROPERTY

Restriction of Surface Activity

Lessee shall not have the right to place any well pad within Five Hundred (500) Feet nor conduct any surface activity within Five Hundred (500) Feet of any residential structure or "special use" location, nor within Three Hundred (300) Feet of any permanent structure existing at the time of Lessee's operations and being utilized by Lessor on the leased premises without the express written consent of the Lessor. Examples of existing permanent structures being utilized are barns, pole buildings and garages. Existing permanent structures are not intended to include any dilapidated structures not fit for common use. "Special use" locations are defined as established for profit campgrounds, shooting ranges, commercial buildings, property that is used for an active established for profit horseback-riding operation, without in each case the prior written consent of Lessor.

No Regional Ponds or Pits on Leasehold.

It is agreed and understood that regional water ponds or pits associated with Lessee's operations and/or which service wells other than wells drilled on the Leasehold or on lands unitized with the Leasehold will not be placed on the Leasehold unless written consent is provided by the Lessor.

Location Approval

Location of any well, access roads, pipelines routes, tank batteries, compressor, or other facilities shall be approved by Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld, conditioned, or delayed. Upon receipt of Lessee's written site-location approval request, Lessor shall have fourteen (14) days from the date of said correspondence to approve in writing or to advise Lessee in writing of Lessor's disapproval of a specific location(s) associated with Lessee's site plan and to provide Lessee with an alternate location(s) that is deemed to be reasonable, economically feasible and at a legal location pursuant to all applicable rules and regulations. Lessor's failure to notify Lessee of written approval of said site plan or to provide Lessee with written objection and an alternate location(s) within fourteen (14) days shall constitute Lessor's approval of the proposed site location.

Surface Damage Clause

Provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations, Lessee agrees to pay Lessor Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) as a supplemental surface damage payment for each pad site built on the herein described leased premises. Multiple wells may be drilled from a single drill site pad located on the surface of the leased premises. In the event Lessee physically and materially disturbs more than fifteen (15) acres for any drill site pad, Lessor shall be compensated at the rate of Three Thousand Dollars and 00/100 (\$3,000.00) for each net acre so disturbed in excess of fifteen (15) acres.

Surface Restoration Clause:

It is agreed and understood that the Lessee shall repair any material damage resulting from Lessee's operations to the surface of said premises and restore the surface as nearly as practicable to the condition

in which said land existed at the time of the commencement of drilling operations upon above described land. This work shall be completed within a reasonable amount of time after all cessation of the drilling operations upon the said lands. This work shall be done at the sole expense of the Lessee.

Pipeline – No Foreign Gas

Any pipelines constructed pursuant to the terms of this lease shall be for transporting oil and/or gas from a well(s) drilled on the leased premises or lands pooled therewith unless the prior written consent of Lessor is obtained.

Pipeline – Plow Depth

When requested in writing by Lessor prior to the laying of pipeline, Lessee shall bury the pipeline a minimum depth of 36 inches below ground level, measured from the top of the pipe, where possible.

No Compression on Leased Premises

Other than those necessary for the production and transportation of products produced from the Leased Premises or lands pooled or unitized therewith, it is agreed and understood that compression facilities will not be placed on the leased premises, unless written consent is provided by the Lessor. Lessee agrees that the leased premises described herein will not be used as a central processing facility. Where compression facilities, temporary or permanent, are used upon the premises, Lessee shall take all reasonable efforts to minimize the noise associated with the same.

Fence Clause

Upon Lessor's written request, Lessee shall at its sole cost, expense, and design install fencing for the protection of livestock around any well site(s), tank battery (ies) water impound (s), surface installation (s), facility (ies), or any other equipment installed on the leased premises by Lessee provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations. Lessee also agrees to keep fences and gates constructed or used by Lessee in good repair, closed and locked at all times, unless in use by authorized personnel.

Gate Clause

Upon the written request of Lessor, Lessee shall install at its sole cost and expense a gate with a double locking system at the entrance of any road constructed by Lessee on the leased premises provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations. Lessee shall provide keys to such gate locks to Lessor. Gates shall be kept in good repair by Lessee, and shall be kept closed and locked, to the extent practicable.

Timber Clause

Lessee and Lessor agree that prior to the removal of any marketable timber resulting from Lessee's operations under the terms of this lease, Lessee shall provide thirty (30) days written notice to Lessor providing Lessor an opportunity to arrange for the harvesting of said timber within thirty (30) days of receipt of said notice. If Lessor does not exercise such right to harvest, an appraisal shall be constructed by a qualified third party forester and Lessee shall pay Lessor the said appraisal value prior to harvesting. In the event agreement is not reached as to value each party shall select an appraiser and the two appraisers shall select a third- party neutral appraiser who shall determine the value of the timber which will be paid by Lessee to prior to harvesting.

WATER

Water Quality

Lessee shall have Lessor's current water supply sampled and tested prior to spudding of any well drilled on the leased premises, or drilled on acreage unitized with the leasehold. Should Lessor experience a material adverse change in the quality or quantity of Lessor's water supply, during or immediately after the completion of Lessee's drilling operations, Lessee shall, within 48 hours of Lessor's written request, cause Lessor's water supply to be sampled and tested by a qualified and independent third party at Lessee's expense. Should such a test reflect a material adverse change as the result of Lessee's drilling operations (If such test reflects a material adverse change in the Lessor's water quality or quantity, then it shall be presumed that the same was caused by the Lessee's operations) in that instance, Lessee agrees to provide Lessor with potable water within 48 hours and until such a time as Lessor's water source quality and quantity has been repaired or replaced with a source of substantially similar quality, to as close to pre-drilling status quo as reasonably possible, with all reasonably related costs of repair and maintenance to be paid by Lessee.

No Water Usage

Lessee is not granted any right whatsoever to use any water, surface or subsurface, within the leasehold for its operations, including, but not limited to wells, ponds, streams, and creeks, unless Lessor should give written consent to do so.

Fresh Water Damage Protection

In the event any activity carried on by the Lessee pursuant to the terms of this lease adversely and permanently damages, disturbs, or injures the quality or quantity of Lessor's fresh water well or source located on these leased premises, Lessee shall at its sole cost and expense take all reasonable and customary steps to correct any such damage, disturbance or injury and to remediate the same to as close to pre-damage status quo as reasonably possible, with all reasonably related costs of repair and maintenance to be paid by Lessee.

PRODUCTION

Commencement of Operations

Commencement of operations shall be defined as Lessee having secured a drilling permit from the State and further entering upon the herein described premises with equipment necessary for the preparing of a well pad or commencing other activities necessary for the spudding of a well to be drilled, subsequently followed by a drilling rig for the spudding of the well to be drilled. Once commenced, and upon expiration of the primary term of this lease or any extension thereof, said operations shall not lapse for a period of greater than ninety (90) consecutive days prior to the completion of the well.

Shut-In

It is understood and agreed that this lease may not be maintained in force for a continuous period of time longer than thirty-six (36) consecutive months, or sixty (60) cumulative months after the expirations of the primary term or any extension hereof solely by the provision of the shut-in royalty clause. The shut-in status of any well shall persist only so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving the rise to the shut-in of the well.

Shut-In Royalty

If a well capable of producing oil or gas within a drilling unit containing any portion of the Leasehold premises is shut-in for a period greater than one-hundred and twenty (120) days in any calendar year, then Lessee shall pay to Lessor a shut-in royalty equal to Twenty Five (\$25) Dollars for each net acre of this Lease contained within said drilling unit. Said Shut-In Royalty shall be due and owing to Lessor within ninety (90) days following any shut-in period of greater than one-hundred and twenty (120) days.

Pooled Production Unit Limit

In the event Lessee desires to pool or unitize the leased premises with other lands and there is no spacing order previously established by a governmental or regulatory body, Lessee shall not have the right to form a production unit larger than 1,280 acres for any horizontal well, and Lessee shall not have the right to form a production unit larger than 60 acres for any vertical well. Lessee shall provide any unitized Lessor with a written unitization plan within thirty (30) days of the recording of the unit designation.

Pugh Clause

If the Leasehold covered by this Oil and Gas Lease covers more than fifty (50) net acres and more than sixty percent (60%) of the Leasehold covered by this Oil and Gas Lease is not included in the production unit established by Lessee, this Lease shall automatically terminate two (2) years ("Extended Term") after the expiration of the primary term or any extension provided herein, insofar and only insofar as to all Leasehold outside a production unit established by Lessee for a well, provided if the Lessee, its successors or assigns shall be engaged in operations for the drilling, completing or testing of a new well or wells or the drilling, completing, testing, or deepening of an existing well or wells on the leased premises or on lands with which said Leasehold or a portion hereof have been included in a production unit, then this Oil and Gas Lease shall continue in full force and effect until such drilling, completing, testing or deepening operations have been completed.

ROYALTY

Royalty Payments Clause

Lessee shall pay to Lessor free of cost, a royalty equal to Fifteen percent (15%) of the gross proceeds received by Lessee for the sale of all oil, gas or related hydrocarbons produced and sold from the Leased Premises. It is understood and agreed that to the extent Lessee sells oil, gas or related hydrocarbons to an affiliate, the price upon which royalty shall be based shall be the greater of: a) the price paid by the affiliate; or b) the price that would have been received from a sale to an unaffiliated third party under a sales arrangement for like quantity, quality, term and at the same point of sale to the affiliate.

MISCELLANEOUS

Annual Payment in Lieu of Free Gas Clause: In the event any well is drilled upon the Leased Premises or any portion thereof, and the Lessor is the owner of the surface where the well is location, and upon Lessor's written request, Lessee shall pay annually to Lessor in lieu of free gas a sum equal to One Thousand Dollars (\$1,000) for one (1) well.

Arbitration Clause

Any questions concerning this Lease or performance there under shall be ascertained and determined by three disinterested arbitrators, one thereof to be appointed by Lessor, one by the Lessee and third by the

two so appointed as aforesaid and the award of such collective group shall be final and conclusive. Arbitration proceedings hereunder shall be conducted at the county seat or the county where the Lease is filed, or in the county where the action occurred which caused the arbitration, or such other place as the parties to such arbitration shall all mutually agree upon. Each party will pay its own arbitrator and share costs of the third arbitrator equally.

Memorandum of Lease Clause

Lessor and Lessee hereby agree this Lease will be recorded of record by Memorandum and said Memorandum shall reference this Exhibit "A" and the terms hereof.

Removal of Equipment

Any equipment needed for the operation of producing wells shall be removed within two (2) years after a well permanently ceases to produce. If said equipment is not removed within two (2) years after a well permanently ceases to produce then upon written notice from Lessor said equipment shall become the property of Lessor, provided that Lessor is the current surface owner at that time.

Compliance Clause

Lessee's operations on said land shall be in compliance with all applicable federal and state laws and regulations.

No Storage Rights Clause

Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.

No Disposal or Injection Wells

Lessee agrees that no disposal or injection wells shall be placed upon the leased premises, absent express written approval from Lessor.

Oil & Gas Only

This lease shall be deemed to cover only oil and gas and associated hydrocarbons/constituents.

Existing Wells

Lessee agrees that any existing well on the Leased Premises shall be excluded from this Lease.

Hold Harmless Clause

Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, including but not limited to environmental liability, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee.

Lessor shall be named as an additional insured on Lessee's liability insurance policy. Prior to the commencement of drilling operations, Lessee shall provide to Lessor, a certificate of evidence for liability, workman's compensation and disability insurance. The insurance required herein may be met through a combination of primary, excess, and self insurance.

Venue and Choice of Law

The venue for all actions and proceedings arising from this Lease shall be in the county in which the real property is located. The law of the state in which the real property is located shall apply.

Ad Valorem Taxes Clause

Lessee and Lessor agree to pay their proportionate share of any increase in ad valorem taxes attributable to, or resulting from, the assessment of oil and gas due to production from the leased premises.

Special Warranty Title

It is understood that Lessor warrants title to said property only with respect that the title is good to the best of Lessor's knowledge and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title.

Audit Clause

Lessee further grants to Lessor the right annually to examine, audit, or inspect books, records, and accounts of Lessee pertinent to the purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due the Lessor under the terms of this agreement. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee. Such examination and audit shall be at the sole cost and expense of Lessor, unless the audit reveals deficiencies or underpayments, at which time Lessee shall pay to Lessor, within thirty (30) days, for the cost of the audit and immediately reimburse any deficiencies plus interest at the rate of 1.5% per month.

Clean and Green Clause

Lessee agrees that if and when any penalty, rollback or recapture of tax abatements created or imposed under any governmental program such as, but not limited to CREP, CRP and Clean and Green that is levied on Lessor solely as a result of Lessee's operations on leased premises, Lessee will reimburse Lessor upon written request and copy of the penalty notice, but only insofar as such assessments are imposed on that portion of the surface of the leased premises actually disturbed by such oil and gas operations and not reclaimed.

Release of Lease

Upon written request by Lessor and after termination, expiration, or surrender of this lease in whole or in part, Lessee shall provide Lessor with a copy of an appropriate release of lease and cause the same to be filed of record.

Witness: _____ (SEAL)

Witness: _____ (SEAL)