

MEMORANDUM OF OIL AND GAS LEASE

STATE OF COLORADO

COUNTY OF MOFFAT

**THIS MEMORANDUM**, made this 23<sup>rd</sup> day of February, 2011, by and between **K Diamond Ranch, LLC**, a Colorado Limited Liability Company, whose address is 531 CR 174, Craig, CO 81625, hereinafter called "Lessors", and **QUICKSILVER RESOURCES INC.**, 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102 hereinafter called "Lessee."

**WITNESSETH:** That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil and Gas Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for and producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Moffat, State of Colorado, and more particularly described as follows:

*R.T.D. DKO*

SEE ATTACHED EXHIBIT "A"

11330.085  
Covering ~~11220.145~~ acres, more or less, in Moffat County, CO

The term of said Oil and Gas Lease is for three (3) years from the date thereof, with a Lessee option to extend the primary term by an additional two (2) years, and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil and Gas Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have caused the Memorandum of Oil and Gas Lease to be executed effective as of the day and year first herein written.

LESSOR

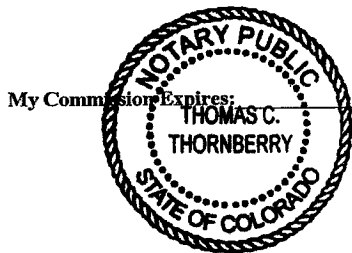
**K Diamond Ranch, LLC, a Colorado Limited Liability Company**

*Richard T. Deakins Manager*  
Richard T. Deakins, Manager

*Donna K. Deakins Manager*  
Donna K. Deakins, Manager

STATE OF COLORADO  
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this 14 day of March, 2011, by Richard T. Deakins and Donna K. Deakins, Managers of K Diamond Ranch, LLC, a Colorado Limited Liability Company, on behalf of the company.



My Commission Expires 05/13/2014

*Thomas C. Thornberry*  
Notary Public

COPY

## Exhibit A

Exhibit attached to and made a part of that certain Memorandum of Oil and Gas Lease dated February 23, 2011, by and between, **K Diamond Ranch, LLC**, a Colorado Limited Liability Company, as Lessor, and **Quicksilver Resources Inc.**, as Lessee.

### TOWNSHIP 6 NORTH, RANGE 92 WEST, 6<sup>TH</sup> P.M.

Section 3: W/2SW/4  
Section 10: W/2NW/4  
Section 5: NW/4SW/4, SE/4SW/4  
Section 5: Lots 6 and 7, SW/4NE/4, SE/4NW/4, NE/4SW/4, NW/4SE/4  
Section 6: Lots 10, 11, 12, 13 and SE/4NW/4  
Section 6: SE/4, E/2SW/4  
Section 6: Lot 14  
Section 7: Lots 5, 6, 7, 8, E/2NW/4, NE/4SW/4  
Section 7: S/2NE/4, SE/4  
Section 8: NW/4SW/4  
Section 8: NE/4SE/4  
Section 8: W/2SE/4, SE/4SE/4  
Section 9: W/2SW/4  
Section 17: NE/4NE/4, S/2NE/4, N/2SE/4  
Section 17: NW/4NE/4  
Section 9: W/2E/2, SE/4NE/4, NE/4SE/4, E/2SW/4  
Section 15: NW/4SW/4  
Section 15: SW/4SW/4  
Section 21: NE/4NE/4, S/2NE/4, NW/4SE/4, S/2SE/4  
Section 22: NW/4NW/4  
Section 21: S/2SE/4SW/4, N/2SE/4SW/4, N/2NE/4SW/4  
SW/4SW/4, S/2NE/4SW/4, S/2NW/4SW/4  
N/2NW/4SW/4  
Section 17: SE/4SE/4  
Section 20: E/2NW/4, S/2NE/4, NE/4NE/4  
Section 21: W/2NW/4  
Section 17: NW/4, N/2SW/4, SE/4SW/4, SW/4SE/4  
Section 17: SW/4SW/4  
Section 18: E/2SE/4  
Section 19: E/2NE/4, SW/4NE/4  
Section 20: W/2NW/4  
Section 18: Lots 5, 6, 7, 8, NE/4NW/4, NW/4NE/4, E/2NE/4  
Section 18: SW/4NE/4, W/2SE/4  
Section 19: NW/4NE/4  
Section 19: Lot 5  
Section 18: SE/4NW/4, E/2SW/4  
Section 19: NE/4NW/4  
Section 20: NE/4SE/4, SE/4SE/4  
Section 30: Lots 5, 6 and E/2NW/4  
Section 30: Lots 7, 8 and E/2SW/4  
Section 31: Lots 5, 6 and E/2NW/4

### TOWNSHIP 6 NORTH, RANGE 93 WEST, 6<sup>TH</sup> P.M.

Section 1: S/2  
Section 2: SE/4SE/4  
Section 3: SW/4NW/4, N/2SW/4  
Section 4: Lots 5 and 6, S/2NE/4, NE/4SE/4  
Section 4: S/2NW/4, SW/4, W/2SE/4  
Section 5: Lots 5 and 6, S/2NE/4, E/2SE/4  
Section 5: W/2SE/4, SE/4SW/4 and that portion of the NE/4SW/4 lying south and east of a straight line running diagonally from the southwest corner to the northeast corner of said NE/4SW/4 and that portion of the SW/4SW/4 lying south and east of a straight line running diagonally from the southwest corner to the northeast corner of said SW/4SW/4.  
Section 8: E/2NW/4

COPY

R.T.D. PKD

- Section 7: SE/4NE/4 and that portion of the SW/4NE/4 lying south and east of a straight line running diagonally from the southwest corner to the northeast corner of said SW/4NE/4 and that portion of the NE/4NE/4 lying south and east of a straight line running from the southwest corner to the northeast corner of said NE/4NE/4.
- Section 7: SE/4SW/4, W2SE/4 and that portion of Lot 8 lying south and east of a straight line running diagonally from the southwest corner to the northeast corner of said Lot 8 and that portion of the NE/4SW/4 lying south and east of a straight line running from the southwest corner to the northeast corner of said NE/4SW/4.
- Section 17: E/2NE/4, SE/4, E/2SW/4
- Section 17: W/2NE/4, NW/4
- Section 18: E/2NE/4
- Section 9: W/2
- Section 10: W/2
- Section 10: E/2
- Section 12: S/2S/2
- Section 13: N/2N/2
- Section 24: NE/4, NE/4NW/4, S/2NW/4
- Section 23: S/2S/2
- Section 26: NW/4
- Section 22: S/2NE/4, SE/4
- Section 35: SW/4NE/4, NW/4SE/4, E/2NW/4
- Section 25: NE/4
- Section 14: SW/4NE/4, SE/4
- Section 23: N/2NE/4
- Section 24: NW/4NW/4
- Section 14: E/2NW/4, SW/4NW/4, W/2SW/4, NE/4SW/4
- Section 23: S/2N/2, N/2S/2
- Section 22: NW/4SW/4, E/2SW/4
- Section 27: NE/4NW/4, NE/4
- Section 28: Lot 2
- Section 29: Lot 3

Containing 11,330.085 acres, more or less, in Moffat County, Colorado

R.T.D. PKD

COPY

## OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this 23th day of February 2011, between K Diamond Ranch, LLC, a Colorado Limited Liability Company, whose address is 531 CR 174, Craig, CO 81625, ("Lessor", whether one or more), and Quicksilver Resources Inc., a Delaware corporation whose address is 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102 ("Lessee").

WITNESSETH, For and Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products, and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Moffat County, State of Colorado, described to wit:

See attached Exhibit "A"

RJD DKP

11,330.085

and containing ~~11,220.45~~ acres, more or less (the "Premises").

In addition to the lands described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

1. It is agreed that this Lease shall remain in full force for a term of THREE years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or any portion of the Premises and as to any strata or stratum, by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, 1/8th of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the Premises or in the manufacture of products therefrom, the market value at the well of 1/8th of the product sold or used. On products sold at the well, the royalty shall be 1/8th of the net proceeds realized from such sale. All royalties paid on gas sold or used off the Premises or in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to gross production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression and processing. On products sold at the well, the royalty shall be 1/8th of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

4. If Lessee should complete a well on the leased premises or on lands pooled therewith which is capable of producing gas in paying quantities, but which is not producing because of the lack of a regularly available market (including, without limitation, the lack of a pipeline connection) or because dewatering operations are being conducted on the well, such shut-in well shall nevertheless be deemed to be a well that is producing gas in paying quantities if Lessee shall, within 90 days after such well is completed (or, if the well is completed before the end of the primary term, within 90 days following the end of the primary term), pay or tender to Lessor, as shut-in royalty the amount of \$1.00 per net mineral acre. Lessee may, likewise, pay or tender to Lessor the same amount of shut-in royalty on or before each anniversary date of the end of such 90-day period and, as a result, the shut-in well shall be deemed to be producing gas in paying quantities during each additional year for which such payment is made or tendered.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling, reworking, dewatering or other similar operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if, within 90 days after the cessation of such production, Lessee commences operations for reworking the existing well from which production has ceased or for drilling new well, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith.

6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on the Premises for Lessee's operations thereon, except water from the wells of Lessor.

8. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.

9. No well shall be drilled nearer than two hundred feet (200') to the house or barn now on the Premises without written consent of Lessor.

10. Lessee shall pay for damages caused by Lessee's operations to growing crops on the Premises.

11. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

12. The rights of the Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this Lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

13. Each payment that is contemplated under this Lease shall be deemed to have been tendered to Lessor if Lessee deposits such payment in the US Mail, postage prepaid, addressed to Lessor at the address shown in the opening paragraph of this instrument. Lessee may rely upon such address unless and until Lessee receives written notice from Lessor amending the address, which notice must be sent to Lessee by Certified Mail with return receipt.

COPY

14. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. A unit may be formed pursuant to this paragraph either before or after operations thereon have been commenced. Production, drilling, reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, reworking operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this Lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the Unit bears to the total number of the surface acres in such Unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

15. All express or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the Premises, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.


17. This instrument may be executed in any number of counterparts, each of which shall constitute an original executed instrument. Executed signature pages from one or more counterparts may be combined with another counterpart in order to form one complete executed original instrument for purposes of recording. Should any one or more of the parties named as Lessor herein fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this Lease, shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

SEE ATTACHED ADDENDUM FOR ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, this instrument is executed as of the date first above written

LESSOR  
K Diamond Ranch, LLC, a Colorado Limited Liability Company

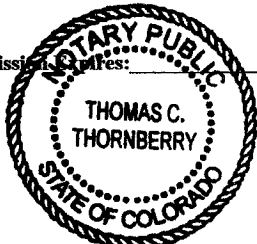
  
Richard T. Deakins, Manager

  
Donna K. Deakins, Manager

STATE OF COLORADO  
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this 14 day of March, 2011, by Richard T. Deakins and Donna K. Deakins, Managers of K Diamond Ranch, LLC, a Colorado Limited Liability Company, on behalf of the company.

My Commission Expires:



My Commission Expires 05/13/2014

  
Notary Public

COPY

## OIL & GAS LEASE ADDENDUM

Attached to and made part of an Oil and Gas Lease dated February 23, 2011, by and between **K Diamond Ranch, LLC, a Colorado Limited Liability Company**, ("Lessor", whether one or more), and **QUICKSILVER RESOURCES INC, a Delaware Corporation**, ("Lessee").

18. All references to a one-eighth (1/8) royalty are hereby changed to 17.5%.

19. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the last year of the original primary term by Lessee paying or tendering to Lessor the sum of Four Hundred and No/100 Dollars (\$400.00) per net mineral acre covered by the Lease. If, at the time this payment is made, there is more than one party Lessor, the foregoing payment may be tendered to all parties Lessor in the proportion that such parties own interests in the Premises. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any other lease provisions at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

20. In the event a portion or portions of the Leased Premises is produced, whether pooled or unitized with other land so as to form a pooled unit or units [herein defined as acreage allocated to production from a well], operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force beyond its primary term as to that portion of the Leased Premises not included in such unit or units. The lease may be maintained in force as to any portion of the Leased Premises covered hereby and not included in such unit or units in any manner provided for herein; provided, however, if at the end of the primary term or after the expiration of the primary term, Lessee is then engaged in drilling or reworking operations on the non-unitized portion of the Leased Premises or on acreage pooled therewith, or if Lessee has completed a well as a producer or a dry hole anywhere on the Leased Premises or lands pooled therewith within 120 days prior to the expiration of the primary term, this lease shall remain in full force and effect as to all non-unitized acreage so long as Lessee commences drilling operations on the non-unitized portion of the Leased Premises or on acreage pooled therewith within 120 days of the completion of such well as a producer or a dry hole and conducts continuous operations thereon with no cessation of longer than 120 days between the completion of drilling or reworking operations on a well and the commencement of such operations for the next succeeding well. In the event any of the acreage covered by this lease is released by operation of the terms of this paragraph, Lessee shall have the right of ingress and egress for production purposes across the released acreage retained hereunder if such right is necessary for Lessee to have access to the retained acreage identified in the lease.

21. Lessee shall use only so much of the surface of the leased premises as is reasonably necessary in the conduct of Lessee's operations hereunder. Before entering upon and beginning actual drilling operations, Lessee shall consult with Lessor as to the location of well sites and roads to be used or constructed, and such surface locations shall be in a place mutually agreeable to both Lessor and Lessee; provided, however, Lessor shall not unreasonably withhold approval of any such surface locations. At Lessor's option, roads so constructed will be removed and the surface restored as soon as practicable upon completion of operations or cessation of use by Lessee. Lessee shall not conduct any surface activities on that portion of the leased premises which is depicted within the red hash marked areas on the plat labeled "Exhibit B" attached hereto and made a part hereof without the prior written consent of Lessor.

22. All royalty interests shall be free of post production costs as defined in paragraph 3 of the Lease, except applicable production, severance and other taxes.

23. Notwithstanding the provisions of the Lease to the contrary and, specifically paragraph 14 thereof, Lessee shall have no power to commit all or any part of the Leased Premises to a cooperative or unit plan of development for a federal exploratory unit or secondary recovery unit, without the consent of the Lessor, whose consent shall not be unreasonably withheld. Lessor may impose conditions on their joinder to any such unit, which shall apply regardless of any provisions of the unit agreement.

24. Notwithstanding the provisions of the Lease to the contrary and, specifically Paragraph 4 thereof, if, after the primary term, one or more gas wells on the Leased Premises are capable of producing gas in paying quantities, but said well or wells are shut-in for any reason, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this Lease, but Lessee shall be obligated to pay to Lessor, on each anniversary date of this Lease, an amount equal to Ten Dollars (\$10.00) per net mineral acre for the area held by such well as shut-in gas royalty. Nothing in this Section 4 of the Lease shall be deemed to extend the term of the Lease more than two (2) years beyond the end of its primary term without actual production, unless each shut-in well is produced for at least 120 days during each lease year following the expiration of said two-year period.

COPY


25. Lessor does not warrant title to the Leased Premises. It is the responsibility of the Lessee to determine what interest, if any, Lessor has in the Leased Premises. This Lease is subject to all prior liens, encumbrances and grants of record and to all apparent easements and other uses. In the event of failure of title, Lessor shall not be required to refund any bonus, royalty, shut-in payment or other consideration paid Lessor.

26. Lessee will indemnify and hold Lessor, its officers, directors, employees, agents successors and assigns [herein "Indemnified Parties"] harmless from any and all claims, demands, suites, losses, damages and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities on the Leased Premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized or constitute an improper interference with their rights).

27. This Addendum shall be construed and integrated with the Oil and Gas Lease. In the event of any conflict between the provisions of this Addendum and the provisions of the Lease, the provisions of this Addendum shall control, but, insofar as possible, the Oil and Gas Lease and this Addendum shall be considered mutual, complementary and integrated.

**LESSOR**

**K Diamond Ranch, LLC, a Colorado Limited Liability Company**

  
Richard T. Deakins, Manager

  
Donna K. Deakins, Manager

COPY

## Exhibit A

Exhibit attached to and made a part of that certain Oil and Gas Lease dated February 23, 2011, by and between, **K Diamond Ranch, LLC**, a Colorado Limited Liability Company, as Lessor, and **Quicksilver Resources Inc.**, as Lessee.

### TOWNSHIP 6 NORTH, RANGE 92 WEST, 6<sup>TH</sup> P.M.

Section 3: W/2SW/4  
Section 10: W/2NW/4  
Section 5: NW/4SW/4, SE/4SW/4  
Section 5: Lots 6 and 7, SW/4NE/4, SE/4NW/4, NE/4SW/4, NW/4SE/4  
Section 6: Lots 10, 11, 12, 13 and SE/4NW/4  
Section 6: SE/4, E/2SW/4  
Section 6: Lot 14  
Section 7: Lots 5, 6, 7, 8, E/2NW/4, NE/4SW/4  
Section 7: S/2NE/4, SE/4  
Section 8: NW/4SW/4  
Section 8: NE/4SE/4  
Section 8: W/2SE/4, SE/4SE/4  
Section 9: W/2SW/4  
Section 17: NE/4NE/4, S/2NE/4, N/2SE/4  
Section 17: NW/4NE/4  
Section 9: W/2E/2, SE/4NE/4, NE/4SE/4, E/2SW/4  
Section 15: NW/4SW/4  
Section 15: SW/4SW/4  
Section 21: NE/4NE/4, S/2NE/4, NW/4SE/4, S/2SE/4  
Section 22: NW/4NW/4  
Section 21: S/2SE/4SW/4, N/2SE/4SW/4, N/2NE/4SW/4  
SW/4SW/4, S/2NE/4SW/4, S/2NW/4SW/4  
N/2NW/4SW/4  
Section 17: SE/4SE/4  
Section 20: E/2NW/4, S/2NE/4, NE/4NE/4  
Section 21: W/2NW/4  
Section 17: NW/4, N/2SW/4, SE/4SW/4, SW/4SE/4  
Section 17: SW/4SW/4  
Section 18: E/2SE/4  
Section 19: E/2NE/4, SW/4NE/4  
Section 20: W/2NW/4  
Section 18: Lots 5, 6, 7, 8, NE/4NW/4, NW/4NE/4, E/2NE/4  
Section 18: SW/4NE/4, W/2SE/4  
Section 19: NW/4NE/4  
Section 19: Lot 5  
Section 18: SE/4NW/4, E/2SW/4  
Section 19: NE/4NW/4  
Section 20: NE/4SE/4, SE/4SE/4  
Section 30: Lots 5, 6 and E/2NW/4  
Section 30: Lots 7, 8 and E/2SW/4  
Section 31: Lots 5, 6 and E/2NW/4

### TOWNSHIP 6 NORTH, RANGE 93 WEST, 6<sup>TH</sup> P.M.

Section 1: S/2  
Section 2: SE/4SE/4  
Section 3: SW/4NW/4, N/2SW/4  
Section 4: Lots 5 and 6, S/2NE/4, NE/4SE/4  
Section 4: S/2NW/4, SW/4, W/2SE/4  
Section 5: Lots 5 and 6, S/2NE/4, E/2SE/4  
Section 5: W/2SE/4, SE/4SW/4 and that portion of the NE/4SW/4 lying south and east of a straight line running diagonally from the southwest corner to the northeast corner of said NE/4SW/4 and that portion of the SW/4SW/4 lying south and east of a straight line running diagonally from the southwest corner to the northeast corner of said SW/4SW/4.  
Section 8: E/2NW/4

COPY



P.T.D. DKO

- Section 7: SE/4NE/4 and that portion of the SW/4NE/4 lying south and east of a straight line running diagonally from the southwest corner to the northeast corner of said SW/4NE/4 and that portion of the NE/4NE/4 lying south and east of a straight line running from the southwest corner to the northeast corner of said NE/4NE/4.
- Section 7: SE/4SW/4, W2SE/4 and that portion of Lot 8 lying south and east of a straight line running diagonally from the southwest corner to the northeast corner of said Lot 8 and that portion of the NE/4SW/4 lying south and east of a straight line running from the southwest corner to the northeast corner of said NE/4SW/4.
- Section 17: E/2NE/4, SE/4, E/2SW/4
- Section 17: W/2NE/4, NW/4
- Section 18: E/2NE/4
- Section 9: W/2
- Section 10: W/2
- Section 10: E/2
- Section 12: S/2S/2
- Section 13: N/2N/2
- Section 24: NE/4, NE/4NW/4, S/2NW/4
- Section 23: S/2S/2
- Section 26: NW/4
- Section 22: S/2NE/4, SE/4
- Section 35: SW/4NE/4, NW/4SE/4, E/2NW/4
- Section 25: NE/4
- Section 14: SW/4NE/4, SE/4
- Section 23: N/2NE/4
- Section 24: NW/4NW/4
- Section 14: E/2NW/4, SW/4NW/4, W/2SW/4, NE/4SW/4
- Section 23: S/2N/2, N/2S/2
- Section 22: NW/4SW/4, E/2SW/4
- Section 27: NE/4NW/4, NE/4
- Section 28: Lot 2
- Section 29: Lot 3

Containing 11,330.085 acres, more or less, in Moffat County, Colorado

P.T.D. DKO

COPY