

OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this 6th day of July, 2011 between Fernando F. Simoes and wife, Lesley S. Simoes, whose address is 13761 Union Church Road, Sumterduck, VA 22742 ("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:

Township 6 North, Range 90 West, 6th P.M.

A 40 acre tract situated in Lot 6 of Section 30, Township 6 North, Range 90 West, 6th P.M., more particularly described by metes and bounds in that certain Warranty Deed dated November 25, 2008, by and between James M. Stoddard and Sharon L. Stoddard, Grantor, and Fernando F. Simoes and Lesley S. Simoes, Grantee, recorded at Document #20084824, Official Public Records, Moffat County, Colorado.

and containing 40.00 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.

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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.

18. If during the term of this lease Lessor receives a *bona fide* offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS

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

Lessor

Lessor

Fernando F. Simoes

Lesley S. Simoes

STATE OF VIRGINIA
COUNTY OF Prince William

The foregoing instrument was acknowledged before me this 31st day of July, 2011, by Fernando F. Simoes and wife, Lesley S. Simoes.

My Commission Expires: 5/31/13

163872

Notary Public

OIL & GAS LEASE ADDENDUM

Attached to and made part of an Oil and Gas Lease dated July 6, 2011, by and between Fernando F. Simoes and wife, Lesley S. Simoes, ("Lessor", whether one or more), and **QUICKSILVER RESOURCES INC, a Delaware Corporation**, ("Lessee").

19. Notwithstanding anything to the contrary herein, it is agreed that wherever the term one-eighth (1/8) appears in paragraph 3 it is amended to read three-sixteenths (3/16).

20. 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 Eight Hundred and No/100 Dollars (\$800.00) 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.

21. Lessee shall either repair, or pay Lessor the reasonable value of, all damage to roads, fences, improvements and growing crops caused by its operations hereunder, and will fill and level all pits and mounds, remove all board roads and board road materials, level and fill all ruts, and restore the surface of the ground to as near its original condition as is reasonably practical within a reasonable period of time after cessation of operations at each well location on the leased premises.

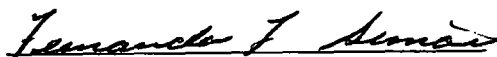
22. After the end of the primary term, this lease may not be maintained in force solely by reason of the shut-in royalty payments for any one shut-in period of more than three (3) years or, from time to time, for shorter periods which exceed three (3) cumulative years.

23. Lessee shall use only so much of the surface of the Premises as is reasonably necessary for Lessee to conduct its 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.


24. In the event that a portion of the Premises is pooled or unitized with other land so as to form a pooled unit, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to that portion of the Premises not included in such unit or units. The lease may be maintained in force as to any portion of the Premises covered hereby and not included in such unit in any manner provided for herein; provided, however, that if at the end of the primary term, Lessee is then engaged in 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 Premises or lands pooled therewith within 90 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 operations for the drilling of additional wells on the non-unitized portion of the Premises or on acreage pooled therewith within 90 days of the completion of such well as a producer or a dry hole without allowing more than 90 days to expire between the completion of one well as a producer or as a dry hole and the commencement of such operations for the next succeeding well. In the event that any of the Premises are released by operation of the terms of this paragraph, Lessee shall have the right to use such released lands to the extent that such right is necessary in order for Lessee to have access to the retained acreage to conduct operations thereon.

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


Fernando F. Simoes

LESSOR


Lesley S. Simoes