

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF ALABAMA           )  
  )  
COUNTY OF SHELBY        )

**WITNESSETH:**

THAT, **Pitts Landman Services, Inc.**, whose address is 2717 Piedmont Drive, Bessemer, AL 35022 ("Assignor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby ASSIGN, TRANSFER, SELL, GRANT and CONVEY unto **Energen Resources Corporation**, an Alabama Corporation, whose address is 605 Richard Arrington, Jr. Boulevard North, Birmingham, Alabama 35203-2707, ("Assignee"), its successors and assigns, an undivided fifty percent (50%) of Assignor's right, title and interest in and to the leases and other interests described on Exhibit "A" attached hereto (such assigned interests sometimes referred to herein as the "Assigned Interests"), and unto **Chesapeake Appalachia, L.L.C.**, an Oklahoma limited liability company, whose address is 6100 N. Western Avenue, Oklahoma City, Oklahoma 73112, ("Assignee"), its successors and assigns, an undivided fifty percent (50%) of Assignor's right, title and interest in the "Assigned Interests," subject to the reservations, exceptions, terms, covenants, and conditions below stated. The parties intend for this Assignment to convey the interest as stipulated above in all the leases identified on Exhibit "A", whether or not such leases are correctly described thereon.

TO HAVE AND TO HOLD the Assigned Interests unto Assignees, their successors and assigns, forever, subject, however, to the matters set forth herein.

Special Warranty. Assignor does hereby bind itself to warrant and forever defend, all and singular, title to Assigned Interests, subject to the matters set forth herein, unto the Assignees, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor only, but not otherwise. The warranty given by Assignor in this Assignment is a special warranty of title only.

Subrogation. The Assignees shall be and are hereby subrogated to all covenants and warranties of title by parties (other than Assignor and its affiliates) heretofore given or made to Assignor or its predecessors in title in respect of any of the Assigned Interests.


Subject to Agreement. This Assignment of Oil and Gas Leases ("Assignment") is accepted by the Assignees subject to the terms, provisions and conditions of that certain Joint Exploration, Leasehold Purchase and Area of Mutual Interest Agreement, dated October 13, 2006, by and between the Assignees.

Successors and Assigns. The terms and provisions of this Assignment shall extend to and bind the respective heirs, successors, representatives, and assigns of Assignor and the Assignees.

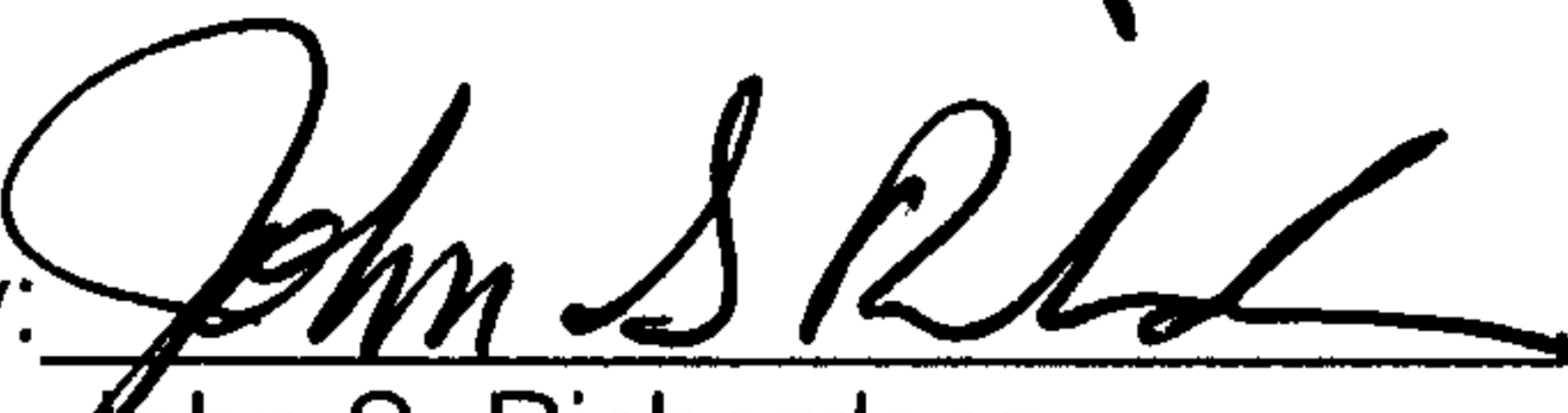

Counterparts. This Assignment may be executed in several original counterparts, all of which shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same Assignment.

IN WITNESS WHEREOF, this Assignment is executed by Assignor and the Assignees as of the respective acknowledgement dates set out below, but after execution by all parties, shall be effective as of the original effective date of each respective lease listed herein (the "Effective Date").

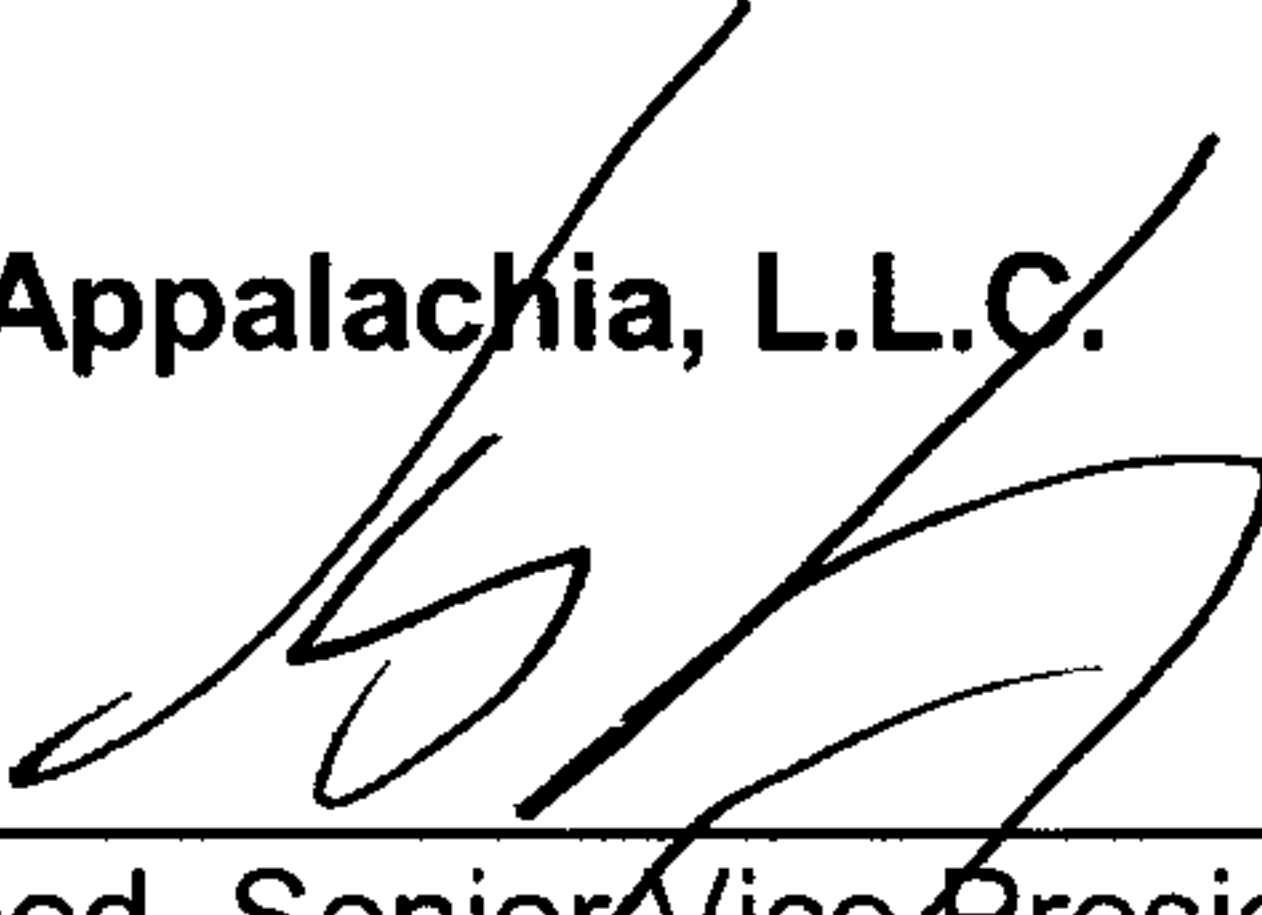



**Pitts Landman Services, Inc.**

By:   
Title: President

**Energen Resources Corporation**

By:   
John S. Richardson  
Executive Vice President and COO 

**Chesapeake Appalachia, L.L.C.**

By:    
Henry J. Hood, Senior Vice President –  
Land and Legal & General Counsel   


This instrument prepared by:  
Ronald Pitts  
Pitts Landman Services, Inc.  
2717 Piedmont Drive  
Bessemer, AL 35022



STATE OF Alabama )  
COUNTY OF Jefferson ) §

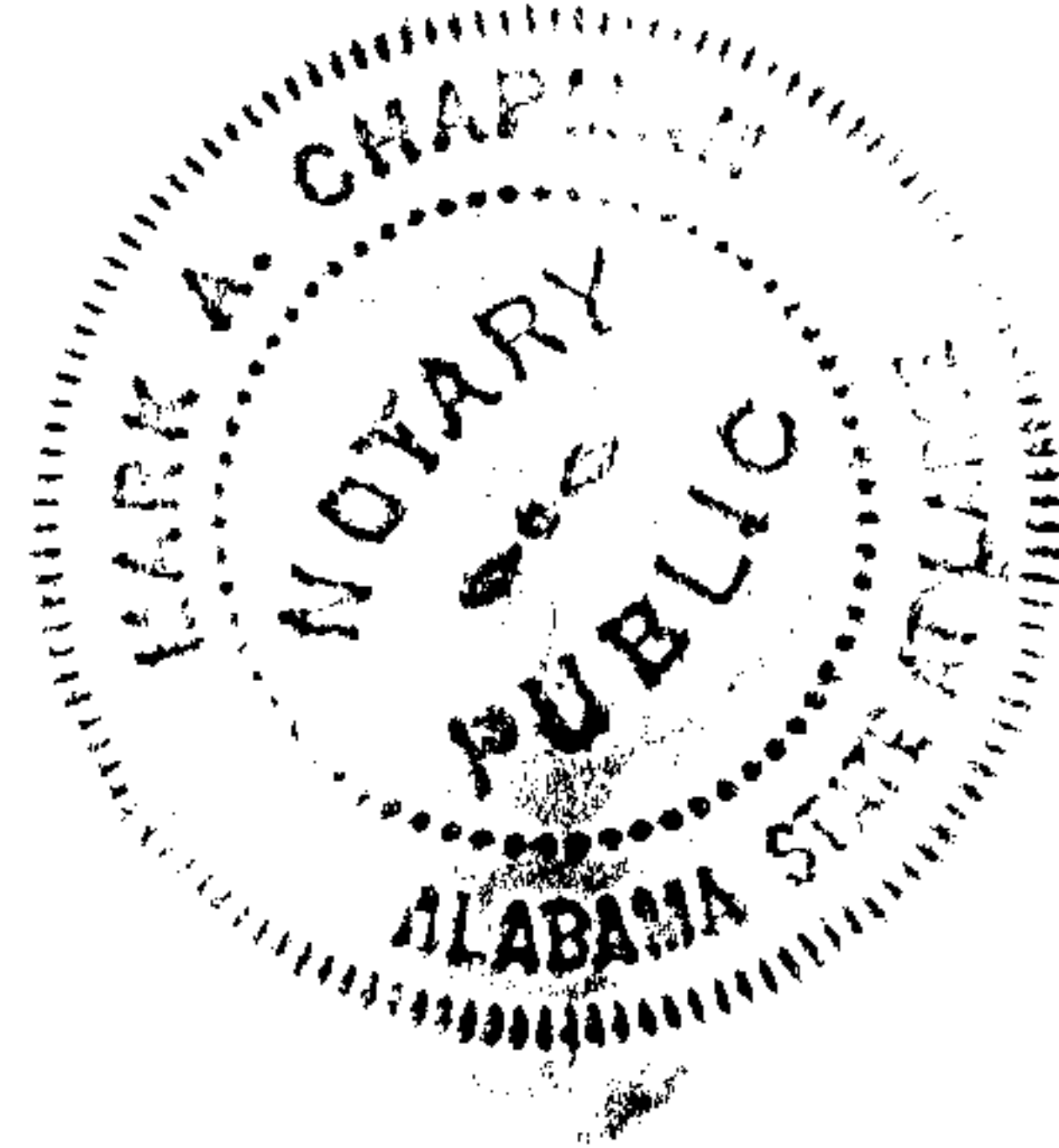
I, the undersigned Notary Public in and for said County and State, hereby certify  
Ronald Pitts, whose name as the President  
of Pitts Landman Services, Inc., an Alabama corporation,  
is signed to the foregoing conveyance and who is known to me, acknowledged before me  
on this day that, being informed of the contents of this conveyance, he, as such officer and  
with full authority, executed the same voluntarily for and as the act of said  
corporation.

Given under my hand this 6th day of November, 2007.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 6, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Mark A. Chapman  
Notary Public

My Commission Expires: July 6, 2009



STATE OF ALABAMA )  
COUNTY OF JEFFERSON ) §

I, the undersigned Notary Public in and for said County and State, hereby certify  
John S. Richardson, whose name as the Executive Vice President and COO of Energen  
Resources Corporation, an Alabama corporation, is signed to the foregoing conveyance  
and who is known to me, acknowledged before me on this day that, being informed of the  
contents of this conveyance, he, as such officer and with full authority, executed the same  
voluntarily for and as the act of said corporation.

Given under my hand this 9 day of November, 2007.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 3, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Karen A. Bunt  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) §

This instrument was acknowledged before me on this 18th day of  
December, 2007, by Henry J. Hood, as Vice President - Land and Legal &  
General Counsel of Chesapeake Appalachia, L.L.C.

My Commission Expires: 8/30/09  
Commission Number: 05008085

Jennie C. Lambert  
Notary Public



**EXHIBIT "A"**

ATTACHED TO AND MADE PART OF THAT ASSIGNMENT OF OIL, GAS AND MINERAL LEASES BY AND BETWEEN PITTS LANDMAN SERVICES, INC., ASSIGNOR, AND ENERGEN RESOURCES CORPORATION AND CHESAPEAKE APPALACHIA, L.L.C., ASSIGNEES, DATED THE RESPECTIVE ACKNOWLEDGEMENT DATE SET THEREIN, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE ORIGINAL EFFECTIVE DATE OF EACH RESPECTIVE LEASE SET OUT BELOW.

Source of Title Book/Page

LEASE NUMBER	LESSOR	LESSEE	DATE	BOOK	PAGE
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**SHELBY COUNTY, ALABAMA**

**10/13/2006**

AL803849-00P	KAY VERNON	PITTS LANDMAN SERVICES INC	9/27/2006	2007	129000041640 129000041650
AL803851-00P	RAY SISCO	PITTS LANDMAN SERVICES INC	9/20/2006	2007	129000041660 129000041670

For recording purposes only, this assignment conveys 111.0 net mineral acres.