

EXHIBIT “A”



Douglas J. Jacobson
Executive Vice President
Acquisitions and Divestitures

October 3, 2008

Manziel Family Oil and Gas Partnership,
Ltd., and Manziel Management Corporation
P.O. Box 6005
Tyler, TX 75711
Attn: Bobby Joe Manziel, Nolan Edward
Manziel, Norman Paul Manziel, Merigale
Manziel Pyron, Dorothy Sue Manziel Frank,
and Victoria Lynn Manziel Heath

Saleh Minerals, LP
Anna S. Duffy, President
216 Shelley Drive
Tyler, TX 75701

Re: Offer to Purchase

Dear Sir or Madam:

Chesapeake Exploration, L.L.C. ("Chesapeake") hereby submits a cash offer of \$25,701,315.85 ("Purchase Price") to Manziel Family Oil and Gas Partnership, LTD., Manziel Management Corporation, a Texas corporation, Bobby Joe Manziel, Nolan Edward Manziel, Norman Paul Manziel, Merigale Manziel Pyron, Dorothy Sue Manziel Frank, Victoria Lynn Manziel Heath, and Saleh Minerals, LP, ("Seller"), effective September 22, 2008 (the "Effective Date"), for all the Seller's right, title and interest in certain oil and gas leases located in Panola County, Texas, such leases being included within the units described in Exhibits "A", "B", and "C" attached hereto (also including a 183.43 acre tract described as Tract 2 in that certain Oil, Gas and Mineral Lease dated July 17, 1945, from O. F. Matthews, Jr. to Skelly Oil Company, recorded in Volume 200, Page 475, of the Deed Records of Panola County, TX) (the "Leases"), excepting and reserving unto the Seller all right, title and interest in and to the formations, intervals, strata and depths found between from the surface of the Earth and the stratigraphic equivalent of the base of Cotton Valley sand / top of the Bossier Shale.

This offer is subject to the following terms and conditions:

1. The Leases to be conveyed to Chesapeake by the Seller shall include approximately 1,743.52 net acres, consisting of 518.79973 net acres from those Leases described in Exhibit "A", 704.29557 net acres from those Leases described in Exhibit "B", and 520.42773 net acres from those Leases described in Exhibit "C". Each Lease shall have a net revenue interest of seventy-three percent (73.00%). The Leases shall cover all depths, intervals and formations below the stratigraphic equivalent of the base of the Cotton Valley sand / top of the Bossier Shale. Adjustments to the Purchase Price based on the Seller delivering more or less than the net acreage stated above shall be made in accordance with the allocated value of \$10,000 per net acre as to those Leases described in Exhibit "A", \$12,500.00 per net acre as to those Leases described in Exhibit "B", and \$22,500.00 per net acre as to those Leases described in Exhibit "C".
2. Seller shall reserve and retain in the assignment in each Lease conveyed a proportionately reduced overriding royalty interest on all oil, gas and associated hydrocarbons produced, saved and sold under the terms and conditions of such Lease equal the positive difference determined by subtracting the aggregate of all lease burdens, including, but not limited to, landowner's

Chesapeake Energy Corporation
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royalty, overriding royalty interests, production payments and net profits interests, existing as of the Closing Date ("Burdens"), from twenty-seven percent (27.00%) ("ORRI"). Any ORRI retained by Seller shall be proportionately reduced to the extent (i) a Lease is pooled, spaced, or unitized with other lands, (ii) the interest owned by Seller in a Lease represents less than one hundred percent (100%) of the leasehold covering said lands, and (iii) the interest owned by Seller in a Lease covers less than one hundred percent (100%) of the mineral estate in such lands. In no case shall the Burdens covering a Lease exceed twenty-seven percent (27.00%).

3. Chesapeake shall have a reasonable time to (i) examine title to the Leases and (ii) review any related contracts and agreements affecting the Leases and the lands covered thereby, and same shall be reasonably acceptable to Chesapeake prior to the Closing. The remaining lease term on each Lease shall be no less than one (1) year.
4. Chesapeake reserves the right to substitute as purchaser hereunder any of its affiliates, without otherwise altering the terms and conditions of this agreement.
5. The Leases are, or will be delivered at Closing, free and clear of any mortgages, liens or other encumbrances.
6. The parties contemplate entering into a formal purchase and sale agreement ("PSA"). The PSA shall include a provision providing for a \$1,000,000.00 deposit, payable by Chesapeake to Seller upon execution of the PSA. The balance of the purchase price will be paid at Closing. The PSA should also provide that the term of the assignment shall be for a period of 3 years ("term"). At the end of the term, each lease not within a pooled unit or proration unit containing a well either producing or capable of producing oil or gas in paying quantities, shall be reassigned to Seller, in the absence of 90-day continuous operations. Leases that would expire at the end of the 3-year initial term may be extended for 2 additional years by paying the allocated value for each lease extended.
7. Subject to its location, remaining term, and net revenue, Chesapeake would be willing to consider acquiring additional acreage in the area based on similar terms and conditions.
8. Closing shall be on or before November 15, 2008 ("Closing" or "Closing Date").

This offer will be considered void if not accepted by 5:00 PM CDT on October 10, 2008.

This Offer to Purchase may be executed in counterparts, which shall when taken together constitute one (1) valid and binding agreement.

Chesapeake appreciates the opportunity to submit this offer. If acceptable, please so indicate by signing the appropriate space below and returning one (1) original to the attention of the undersigned.

Should you have any questions regarding this offer, please do not hesitate to contact me at your convenience.

Very truly yours,


Douglas J. Jacobson

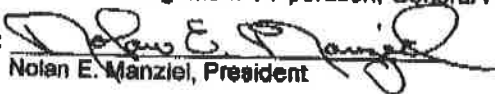
DJ

SIGNATURE PAGES FOLLOWS

Agreed to and accepted this 6th day of October, 2008

MANZIEL FAMILY OIL AND GAS PARTNERSHIP, LTD

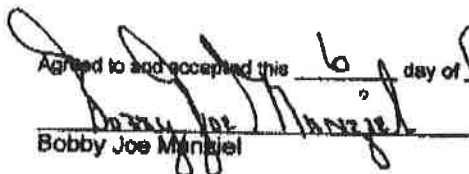
By: Manziel Management Corporation, General Partner

By: 
Nolan E. Manziel, President

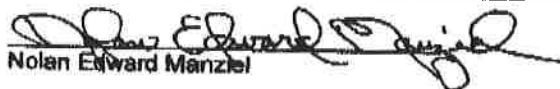
Agreed to and accepted this 6th day of October, 2008

MANZIEL MANAGEMENT CORPORATION

By: 
Nolan E. Manziel, President

Agreed to and accepted this 6 day of October, 2008

Bobby Joe Manziel

Agreed to and accepted this 6th day of October, 2008


Nolan Edward Manziel

Agreed to and accepted this 6th day of October, 2008


Norman Paul Manziel

Agreed to and accepted this 6th day of October, 2008

Margale Manziel Pyron
Margale Manziel Pyron

Agreed to and accepted this _____ day of _____, 2008

Dorothy Sue Manziel Frank

Agreed to and accepted this _____ day of _____, 2008

Victoria Lynn Manziel Heath

Agreed to and accepted this 6th day of October, 2008

SALEH MINERALS, LP

By: Anne S. Duffey, President
Anne S. Duffey, President of Saleh Oil
And Gas Investments, Inc., General
Partner of Saleh Minerals, LP

Agreed to and accepted this _____ day of _____, 2008

Merigale Manziel Pyron

Agreed to and accepted this 6 day of October, 2008

Dorothy Sue Manziel Frank
Dorothy Sue Manziel Frank

Agreed to and accepted this _____ day of _____, 2008

Victoria Lynn Manziel Heath

Agreed to and accepted this _____ day of _____, 2008

SALEH MINERALS, LP

By: _____
Anne S. Duffey, President of Saleh Oil
And Gas Investments, Inc., General
Partner of Saleh Minerals, LP

Agreed to and accepted this _____ day of _____, 2008

Merigale Manziel Pyron

Agreed to and accepted this _____ day of _____, 2008

Dorothy Sue Manziel Frank

Agreed to and accepted this 10th day of October, 2008

Victoria Lynn Manziel Heath
Victoria Lynn Manziel Heath

Agreed to and accepted this _____ day of _____, 2008

SALEH MINERALS, LP

By: _____
Anne S. Duffey, President of Saleh Oil
And Gas Investments, Inc., General
Partner of Saleh Minerals, LP

Exhibit "A"

Plts GU leases

518.79973 net acres

Panola Co., TX

Exhibit "B"

C. E. Harris GU leases	61.6953 net acres	Panola Co., TX
J. D. Woolworth #3 leases	295.14977 net acres	Panola Co., TX
W. H. Briggs #1 leases	347.4505 net acres	Panola Co., TX

Exhibit "B" total net acres = 704.29557 net acres

Exhibit "C"

Olin Industries Unit #1 leases
(& adjacent 163.43 acres)

520.42773 net acree

Panola Co., TX