MF109870

State Lease	Control	Base File	County
MF109870	65-902205		TARRANT

Survey	TARRANT COUNTY ROADS		
Block			
Block Name			
Township			
Section/Tract			
Land Part			
Part Description			
Acres	4.277		
Depth Below	*Depth Above*	*Depth Other*	
0	0		
Name	DALE PROPERTY SERVICES, LLC		
Lease Date	12/16/2008		
Primary Term	1 yrs		
Bonus ($)	$21,385.00		
Rental ($)	$0.00		
Lease Royalty	0.2750		

Leasing: BB

Analyst: DR

Maps:

GIS: TG

ATTENTION FILE USERS!
This file has been placed in table of contents order.
RETURN TO VAULT WITH DOCUMENTS IN ORDER!

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F1054453

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3. Deed 11/24/08
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5. DO letter 12/15/08
6. Plat 3/10/09
7. ASSIGNMENT FILED IN MF- 6/16/09

Scanned SM 5/20/13

8. Emails Re: Set-up of Barney Robinson Unit - Chesapeake 7/24/14
9.) Unit #7145, Barney Robinson 10/16/14

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10. Division Order Barney Robinson 1H 9/25/15
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scanned PT 5-7-2019

The State of Texas

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (109870)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Dale Property Services, LLC** , whose address is **3000 East Alta Mesa Blvd., Suite 300, Ft. Worth, TX 76133** hereinafter called "Lessee".

1. Lessor, in consideration of **Twenty One Thousand Three Hundred Eighty Five 00/100 ($21,385.00)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant** State of Texas, and is described as follows:

> **4.277 acres** of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **4.277** acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **one year, from December 16th, 2008** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **27.5%** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **27.5%** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **27.5%** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **27.5%** of such gas and casing head gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **$ 20.00 per acre**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or $25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or $25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. LESSER ESTATE CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to double the shut-in, and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:
ML: DR
DC: CLR
CC:

Exhibit "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated December 16th, 2008, by and between the State of Texas, as lessor, and Dale Properties Services, LLC as lessee, covering acreage to be leased in Tarrant County, Texas, being part of Beach Street ROW. Situated more or less in the E. M. Daggett Survey, A-431.

The State of Texas ("State") received the following described land designated as Beach Street:

1. Deed dated April 3, 1958, from J.V. Leggett, Inc. to the City of Fort Worth, recorded at Volume 3197, Page 335, Deed Records, Tarrant County, Texas.

2. Deed dated September 18, 1956, from Teachers Professional Investment Corporation to the City of Fort Worth, recorded in Volume 3037, Page 238, Deed Records, Tarrant, County, Texas.

3. Deed dated March 14, 1960, from The Texas and Pacific Railway Company to the City of Fort Worth, recorded in Volume 3472, Page 138, Deed Records, Tarrant, County, Texas.

4. Deed dated October 30, 1959, from American Seed Company to the City of Fort Worth, recorded in Volume 3384, Page 106, Deed Records, Tarrant, County, Texas.

5. Deed dated September 26, 1958, from Cynthia Croxdale to the City of Fort Worth, recorded in Volume 3254, Page 11, Deed Records, Tarrant, County, Texas.

6. Deed dated April 10, 1957, from Vernell Pope to the City of Fort Worth, recorded in Volume 3101, Page 59, Deed Records, Tarrant County, Texas.

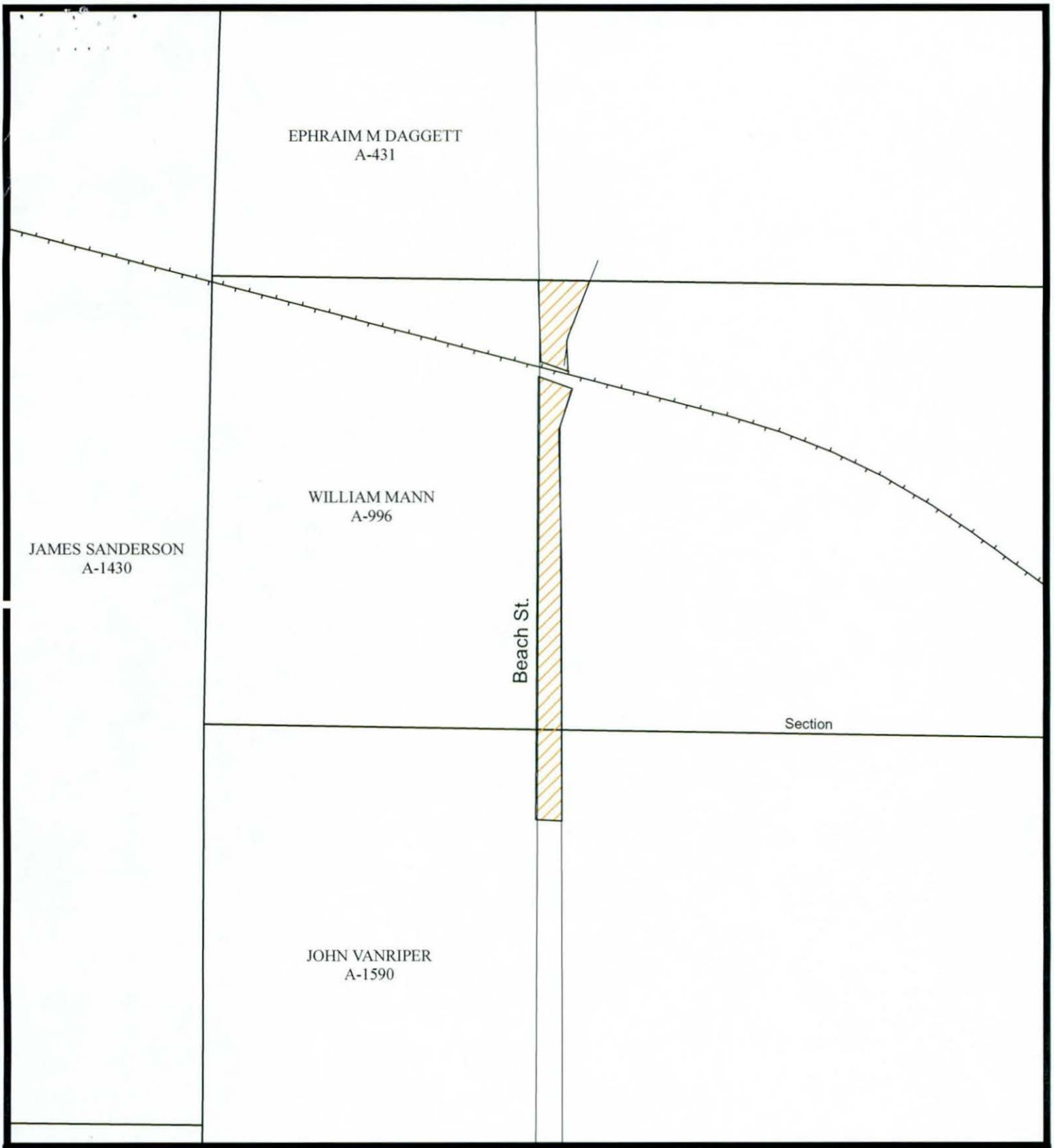
7. Deed dated October 9, 1957, from Carrie E Gatton to the City of Fort Worth, recorded in Volume 3157, Page 599, Deed Records, Tarrant County, Texas.

8. Deed dated November 19, 1957, from Robert Vernon Bruton to the City of Fort Worth, recorded in Volume 3846, Page 27, Deed Records, Tarrant County, Texas.

9. Deed dated April 19, 1957, from M. L. Swaim and wife, Linda Marie Swaim to the City of Fort Worth, recorded in Volume 3104, Page 434, Deed Records, Tarrant County, Texas.

10. Deed dated October 8, 1957, from E. L. Fugate and wife, Willie L. Fugate to the City of Fort Worth, recorded in Volume 3152, Page 157, Deed Records, Tarrant County, Texas.

11. Deed dated April 1, 1957, from Annie B. Williford; Ben T. Williford; Katherine Ashe and husband, Eugene Ashe; and Juanita Boyd and husband, Richard G. Boyd to the City of Fort Worth, recorded in Volume 3102, Page 104, Deed Records, Tarrant County, Texas.



Map showing
A Buffer of Beach St.
4.277 ac
Tarrant County
zg 12/11

NAD_1927_Albers
Projection: Albers
False_Easting: 0.000000
False_Northing: 0.000000
Central_Meridian: -100.000000
Standard_Parallel_1: 28.000000
Standard_Parallel_2: 35.000000
Latitude_Of_Origin: 31.000000

GCS_North_American_1927

0 250 500 1,000 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Compiled By:
Zeke Guillen
Information Systems - GIS
December 16, 2008

File No. MF109870

Lease

Date Filed: 11/24/08

Jerry Patterson, Commissioner

By

DALE PROPERTY SERVICES, L.L.C.
3000 Alta Mesa Boulevard, Suite 300 FORT WORTH, TX 76133 (817) 451-5353

November 20, 2008

Mr. Drew Reid
Texas General Land Office
Lease Administration
1700 North Congress Avenue, Room 600
Austin, Texas 78701

Re: Application by Dale Property Services, LLC ("Dale") to acquire an Oil and Gas Lease on 4.277 acres of land, more or less, being the a part of Beach Street R-O-W, Tarrant County, Texas

E.M. Daggett Sur. A-431

Dear Drew:

The State of Texas ("State") received the following described land designated as Beach Street:

1. Deed dated April 3, 1958, from J.V. Leggett, Inc. to the City of Fort Worth, recorded at Volume 3197, Page 335, Deed Records, Tarrant County, Texas.

2. Deed dated September 18, 1956, from Teachers Professional Investment Corporation to the City of Fort Worth, recorded in Volume 3037, Page 238, Deed Records, Tarrant, County, Texas.

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11. Deed dated April 1, 1957, from Annie B. Williford; Ben T. Williford; Katherine Ashe and husband, Eugene Ashe; and Juanita Boyd and husband, Richard G. Boyd to the City of Fort Worth, recorded in Volume 3102, Page 104, Deed Records, Tarrant County, Texas.

Accordingly, Dale owns oil and gas leases on either side of said R-O-W, and it is necessary for Dale to acquire an oil and gas lease covering the same in order to drill a horizontal well from an off-site location. We therefore request that the State of Texas grant Dale an oil and gas lease covering said land. If we are granted the lease, we will combine this lease with our present leases in a concerted plan of development for our Barney Robinson prospect area.

Thank you for your assistance, and please call me with any questions.

Sincerely,

Brad Zhanel
817.507.1793 (Office)
469.337.4879 (Cell)
bradz@dale-resources.com

Enclosures: Affidavit, plat, copies of pertinent oil and gas leases, a filing fee check and bonus check

AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Brad Zhanel, to me well known to be a credible person, and who after being by me duly sworn, on her oath did state:

That I know the consideration Dale Property Services, LLC ("Dale") paid for the leases on adjacent lands to the property designated as Beach Street R-O-W, Tarrant County, Texas.

1. That Dale paid Union Pacific Railroad Company five thousand dollars ($5,000.00) per net mineral acre as bonus consideration for the oil and gas lease recorded as Instrument #D206311773 in the Official Public Records of Tarrant County, Texas covering 29.5558 acres adjacent to the Beach Street R-O-W.

2. That Dale paid Johnnie M. Benson one thousand dollars ($1,000.00) per net mineral acre as bonus consideration for the oil, gas and mineral lease recorded as Instrument # D207150028 in the Official Public Records, Tarrant County, Texas covering .649 acres adjacent to the Beach Street R-O-W.

3. That Dale paid Christopher Smith and wife, Marie-Jose Smith one thousand two hundred dollars ($1,200.00) per net mineral acre as bonus consideration for the oil, gas and mineral lease recorded as Instrument # D206261349 in the Official Public Records, Tarrant County, Texas covering 1.2936 acres adjacent to the Beach Street R-O-W.

4. That Dale paid Bran-Dan Partnership, LLC one thousand dollars ($1,000.00) per net mineral acre as bonus consideration for an oil, gas and mineral lease which is recorded as Instrument #D206405390 in the Official Public Records of Tarrant County, Texas covering 3.222 acres adjacent to the Beach Street R-O-W.

5. That Dale paid James Warner five thousand dollars ($5,000.00) per net mineral acre as bonus consideration for an oil, gas and mineral lease which is recorded as Instrument # D207455246 in the Official Public Records of Tarrant County, Texas covering .228 acres adjacent to the Beach Street R-O-W.

6. That Dale paid Robertson-Campbell Company one thousand five hundred dollars ($1,500.00) per net mineral acre as bonus consideration for an oil, gas and mineral lease which is recorded as Instrument # D206169410 in the Official Public Records of Tarrant County, Texas covering 24.12 acres adjacent to the Beach Street R-O-W.

7. That Dale paid United Land Holdings Ltd. two thousand five hundred dollars ($2,500.00) per net mineral acre as bonus consideration for an oil, gas and mineral lease which is recorded as Instrument # D206398486 in the Official Public Records of Tarrant County, Texas covering 2.853 acres adjacent to the Beach Street R-O-W.

Further Affiant sayeth not.

Affiant

Brad Zhanel

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 20 day of November, 2008 by Brad Zhanel.

Notary Public, State of Texas

MARIA MUNOZ PADILLA
Notary Public, State of Texas
My Commission Expires
October 05, 2011

DALE OPERATING COMPANY

Check No. 00300436

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
11/20/08	112008		21385.00		21385.00

DALE OPERATING COMPANY ✓

Check No. 00300437

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
11/20/08	112008		100.00		100.00

09005260

121

Attn: Drew Reid

3301051

TOTAL 100.00

VersaCheck Form 1000 Classic Rev. 20070110

2.

File No. MF 109870
Letter, affidavit
bonus, and fee
Date Filed: 11/24/08
Jerry Patterson, Commissioner
By

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared E. Don Lewis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of March, A. D. 1958.

Joe G. Wootten
Notary Public in and for Tarrant County, Texas

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Ida B. Lewis, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of March, A. D. 1958.

Joe G. Wootten
Notary Public in and for Tarrant County, Texas

Filed for Record APR 8 1958 at 3:01 P. M.

And Recorded APR 10 1958 at 4:05 P. M.

Instrument No. 20077

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By B Watson Deputy

R 310—WARRANTY DEED—With Single and Wife's Separate Acknowledgments—Class 4 — FOR SALE BY STAFFORD-LOWDON CO. FORT WORTH — Texas Standard Form

THE STATE OF TEXAS

20078 125

Know All Men by These Presents:

County of TARRANT

THAT J.V. Leggett, Inc.

of the County of Tarrant and State of Texas, in consideration of the sum of Thirty Seven Thousand, Nine Hundred----------DOLLARS cash in hand paid by the City of Fort Worth, Texas, a municipal corporation,

336

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said City of Fort Worth, Texas, a municipal corporation of the County of Tarrant and State of Texas all that certain

North 110 feet of Lot 3, and the north 110 feet of the east 25 feet of Lot 2, all in Block 2, Webb Addition to the City of Fort Worth, Tarrant County, Texas,

TO HAVE AND TO HOLD The above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, Texas and its successors and assigns forever. And I do hereby bind myself, my successors and assigns to Warrant and Forever Defend, all and singular, the said premises unto the said City of Fort Worth, Texas, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand at Fort Worth, Texas, 3 day of April A. D. 19 58

J.V. Leggett, Inc.

Witness at Request of Grantor:

By: J.V. Leggett, Sr., President

STATE OF TEXAS

COUNTY OF TARRANT

BE IT KNOWN, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared J. V. Leggett, Sr. of J. V. Leggett, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said J. V. Leggett, Inc., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of April, 1958.

A.L. MARTIN
Notary Public in and for Tarrant County, Texas

Filed for Record APR 8 1958 at 3:01 P.M.

And Recorded APR 10 1958 at 4:06 P.M.

Instrument No. 20028

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By B Matson Deputy

238

personally appeared Jim W. Crofford

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of September, A. D. 19 56.

(L. S.)

Donald K Campbell

Notary Public in and for Tarrant County, Texas

No seal

Vol. 3037

p. 238

Filed for Record ____ at ____ M.

And Recorded ____ at ____ M.

Instrument No. ____

MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas

By ____ Deputy

126—WARRANTY DEED TEXAS STANDARD FORM

61716

The State of Texas, } Know All Men by These Presents:

County of TARRANT

That TEACHERS PROFESSIONAL INVESTMENT CORPORATION

of the County of Tarrant State of Texas for and in consideration

of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration

~~xxxxxxxxxx~~

to it in hand paid by CITY OF FORT WORTH, TEXAS

as follows:

All in cash, the receipt of all of which is hereby acknowledged and confessed;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said CITY OF FORT WORTH, TEXAS

of the County of Tarrant State of Texas all that certain

lot, tract or parcel of land situated in Tarrant County, Texas, and being described as follows:

Lots Four (4), Five (5), Six (6) and Seven (7), Block Two (2), WEBB ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat filed in Book 388_F, Page 133, Deed Records of Tarrant County, Texas.



TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, Texas, its successors and assigns, ~~heirs and assigns~~ forever and it does ~~do~~ hereby bind itself, its successors and assigns ~~heirs, executors and administrators~~ to Warrant and Forever Defend, all and singular the said premises unto the said City of Fort Worth, Texas, its successors

~~heirs~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED

~~WITNESS HAND~~ at Fort Worth, Texas

this 18th day of September 19 56.

Witnesses at Request of Grantors

ATTEST: [illegible]
Secretary

TEACHERS PROFESSIONAL INVESTMENT CORPORATION

By: R. L. Proffer
R. L. Proffer, President

2

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF **DENTON**

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. L. Proffer, President of Teachers Professional Investment Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, & in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of September A. D. 19 56.

(L. S.)

Mrs Opal Allyard
Notary Public in and for ~~Tarrant~~ Denton County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, SEP 28 1956

Filed for Record SEP 28 1956 at M.
And Recorded at M.
Instrument No.
MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas
By Deputy

120—WARRANTY DEED TEXAS STANDARD FORM

The State of Texas,
County of TARRANT

61017

Know All Men by These Presents:

That we, JAMES C. GAITHER and wife, BONNIE GAITHER

of the County of Tarrant State of Texas for and in consideration of the sum of

---------TEN AND NO/100----------($10.00)------DOLLARS and other good and valuable consideration to us in hand paid by

EULA MURPHY, a widow as follows:

ALL CASH in hand paid by Grantee herein, receipt of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Eula Murphy, a widow

of the County of Tarrant State of Texas all that certain lot, tract, or parcel of land described as:

The East 100 feet of Lot 5, Block 4, OAK KNOLL ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat filed in Book 774, Page 235, Deed Records of Tarrant County, Texas, now a part of the City of Haltom City, Tarrant County, Texas;

This conveyance is made subject to all restrictive covenants, easements, and zoning ordinances affecting the above described property.

Grantee herein assumes taxes for 1956.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

Eula Murphy, her

heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

Eula Murphy, her

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Fort Worth, Texas this 21st day of September, 1956.

DOCUMENTARY UNITED STATES INTERNAL REVENUE $2 DOCUMENTARY $.50 DOCUMENTARY $.50

grantor:

James C. Gaither
James C. Gaither

Bonnie Gaither

Vol. 3472
Pg. 138

IN WITNESS WHEREOF, the undersigned has executed this instrument, this the 29th day of July, 19 60

R. O. Shaffer

The State of Texas,
County of TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. O. SHAFFER,

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of July, A. D. 19 60

(L. S.)

LUTHER D. PERRYOTT, Notary Public
IN AND FOR TARRANT COUNTY, TEXAS

Notary Public in and for Tarrant County, Texas

Filed for Record AUG 11 1960 at 10 15 A. M.
And Recorded AUG 16 1960 at 3 35 P. M.
Instrument No. 50846

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By _____ Deputy

THE STATE OF TEXAS (
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS: THAT, The Texas and Pacific Railway Company, a corporation created and existing under and by virtue of Acts of Congress of the United States, for and in consideration of the sum of One Thousand Eight Hundred Forty and No/100 ($1,840.00) Dollars, to it in hand paid by the City of Fort Worth, Texas, a municipal corporation of Tarrant County, State of Texas, the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said City of Fort Worth, Texas, of the County of Tarrant, State of Texas, that certain piece, parcel or tract of land, situated in the City of Fort Worth, Tarrant County, Texas, more particularly described as follows:

Being a parcel of land out of the E. M. Daggett Survey, Abstract No. 431, heretofore conveyed to The Texas and Pacific Railway Company by J. H. Ayers, et al, by deed dated April 8, 1899 and recorded in Volume 131, Page 438, of the Deed Records of Tarrant County, Texas; said tract or parcel of land being more particularly described as follows:

Commencing at the Northwest corner of Tract 5 of the William Mann Survey, said point also being a corner of The Texas and Pacific Railway Company's south property line and located 135.3 feet left of Sta. 6308.1 of the Survey Base Line of the Proposed Beach Street Extension;

Thence S 75° 33' E along said railroad south property line a distance of 286.28 feet to a point on the east right-of-way of the Proposed Beach Street Extension;

Thence N 2° 25' E 204.49 feet across The Texas and Pacific Railway Company's right-of-way to the point of beginning of the tract to be described;

Thence N 75° 33' W along the north right-of-way of The Texas and Pacific Railway Company, 140.03 feet to a point;

3

Thence N 6° 32' 30" W, 180.00 feet to a point in the south line of Lot 2, Block 2, Webb Addition;

Thence S 58° 38' E along the south line of said Block 2, Webb Addition, 230.80 feet to a point, said point being the S.E. corner of Lot 8, Block 2; Webb Addition;

Thence S 23° 38' W 101.27 feet to the point of beginning,

containing 0.541 acre of land.

-Page 2-

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, Texas, its successors and assigns forever. The said The Texas and Pacific Railway Company does hereby covenant with the said City of Fort Worth, Texas, its successors and assigns forever, that it will defend the possession and title to said premises, with the appurtenances thereto, to the said City of Fort Worth, Texas, its successors and assigns, against the lawful claims of all persons claiming or to claim the same or any part thereof, by, through, or under the said The Texas and Pacific Railway Company, but not otherwise.

In WITNESS WHEREOF, The Texas and Pacific Railway Company has caused these presents to be signed by J. J. Finegan, its Vice President, thereunto duly authorized, and its corporate seal hereunto affixed, this 14th day of March, 1960.

THE TEXAS AND PACIFIC RAILWAY COMPANY

ATTEST:

By: J. J. Finegan
Vice President

Secretary

DOCUMENTARY
UNITED STATES
INTERNAL REVENUE
20 TWO DOLLARS
TWENTY CENTS

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, _____, a Notary Public, in and for Dallas County, Texas, on this day personally appeared J. J. Finegan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of The Texas and Pacific Railway Company, and as the Vice President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of March, 1960.

_____
Notary Public, Dallas County, Texas

THE TEXAS AND PACIFIC RAILWAY COMPANY

Certified copy of resolutions adopted by
Board of Directors March 11, 1960

- - - - - - - - - - - - - - - - -

RESOLVED, That the President or any Vice President of this Company be, and any of them hereby is, authorized to sell and convey to the City of Fort Worth, Texas, for a consideration of $1,840, a tract of land containing 0.541 acres, more or less, out of the E. M. Daggett Survey, north of the main line near M.P. 243.6, Fort Worth, Tarrant County, Texas, and to execute and deliver any and all necessary deeds, or other instruments, in form approved by counsel;

RESOLVED, That the Trustees under the First and General and Refunding Mortgages of this Company be, and they hereby are, requested to release said property from the liens of their respective mortgages;

RESOLVED, That the proper officers of this Company be, and they hereby are, authorized to execute such certificates, documents, or other papers, in form approved by counsel, as the Trustees of said mortgages may require.

- - - - - - - - - - - - - - - - - -

I, R. S. Goode, Secretary of The Texas and Pacific Railway Company, hereby certify that the foregoing is a true copy of resolutions adopted by the Board of Directors of said Company at a meeting duly called and held at Dallas, Texas, March 11, 1960, at which a quorum was present and voting throughout, and that the foregoing resolutions are still in full force and effect and have not been rescinded.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the seal of the Company this 1st day of July, 1960.

Secretary
The Texas and Pacific Railway Company

Filed for Record AUG 11 1960 at 10 1/2 M;

And Recorded AUG 16 1960 at 2 35 P.M.

Instrument No. 50847

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By _____ Deputy

Vol. 3384
p. 106

EXHIBIT "A"

Mechanic's and Materialman's Lien Contract dated May 30, 1959, recorded in Book 391, page 367, Mechanic's Lien Records of Tarrant County, Texas, executed by A. R Harrelson in favor of Shelby Owens Lumber Company, Inc , securing the payment of one certain Mechanic's Lien Note of even date therewith in the principal sum of $14,000.00, due on or before 180 days from date thereof, all as therein provided; said note and lien transferred to The Fort Worth National Bank by Transfer dated May 30, 1959, recorded in Book 3332, page 572, Deed Records of Tarrant County, Texas; transferred to Shelby Owens Lumber Company, Inc. by Assignment of Lien dated November 3, 1959; said note and lien cover Lot 6, Block 2, Hollis Addition to the City of Arlington, Tarrant County, Texas.

Filed for Record NOV 3 1959 at 3:36 P M;
And Recorded NOV 9 1959 at 3:16 P M.
Instrument No. 80317 MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By M. Butler Deputy

125-WARRANTY DEED 80318-40 TEXAS STANDARD FORM

The State of Texas, } **Know All Men by These Presents:**
County of Tarrant }

That American Seed Company, a Texas Corporation

of the County of Tarrant State of Texas for and in consideration
of the sum of - - - - - - -TEN AND NO/100 - - - - - - - - - - - - - - -
- - - - - - - - - - - - - - - -($10.00) - - - - - - - - - - DOLLARS
and other good and valuable considerations
to it in hand paid by

City of Fort Worth, a municipal corporation as follows:

All cash in hand paid, the receipt of which is hereby acknowledged;



have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
City of Fort Worth, a municipal corporation

of the County of Tarrant State of Texas all that certain lot, tract or parcel of land, described as follows, to-wit:

Being a parcel of land over and across Tract 5 of the WILLIAM MANN SURVEY Abstract No. 996, in Tarrant County, Texas, heretofore conveyed to the American Seed Company by Dorothy Ditto Clements and Robert O. Clements by Quit-Claim Deed dated May 31, 1950, and recorded in Vol. 2201, page 123, of the Deed Records of Tarrant County, Texas, said tract or parcel of land being more particularly described as follows:

BEGINNING at the Northwest corner of Tract 5 of the William Mann Survey, said corner also being a corner of the Texas and Pacific Railroad South property line and located 185.3 feet left of Sta. 63 + 08.1 of the Survey Base Line of the proposed Beach Street Extension;

4

THENCE South 75 degrees 33 minutes East along said railroad South property line a distance of 152.84 feet to a point which is 35 feet left of Sta. 62 + 80.36 of the Survey Base Line of the proposed Beach Street Extension, said point being the point of beginning of the tract to be described;

THENCE South 1 degree 38 minutes West a distance of 600.88 feet to a point on the North property line of Lot 6, Block "F", of the Wm. James Addition;

THENCE following said North property line, East a distance of 88.48 feet to a point;

THENCE North 2 degrees 25 minutes East a distance of 368.03 feet to a point which is 58.55 feet right of Sta. 60 + 50.0 of the Survey Base Line of the proposed Beach Street Extension;

THENCE North 11 degrees 58 minutes East, a distance of 204.07 feet to a point on the South property line of the T & P Railroad;

THENCE along said railroad South property line, North 75 degrees 33 minutes West a distance of 133.44 feet to the point of beginning, said described tract containing in all 1.33 acres, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors

~~Grantee~~ corporation does ~~heirs~~ and assigns forever and ~~said~~/do hereby bind itself, its successors and assigns ~~heirs, executors and administrators~~, to Warrant and Forever Defend, all and singular the said premises unto the said City of Fort Worth, its successors

~~heirs~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED

~~WITNESS~~ ~~hand~~ at Fort Worth, Texas

this 30th day of October, 19 59.

ATTEST: Mildred Ditto

~~Witness at request of Grantor~~: Secretary

AMERICAN SEED COMPANY

By Chester M. Ditto President

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF Tarrant }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Chester M. Ditto President of American Seed Company, a corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of Oct. A. D. 19 59

(L. S.)

Notary Public in and for Tarrant County, Texas

EXCERPT FROM THE MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF AMERICAN SEED COMPANY, Held at 1500 Sinclair Building, in Fort Worth, Texas, on Friday, October 30, 1959, at 1:30 o'clock P. M.

A special meeting of the Board of Directors of American Seed Company was held at the time and place above stated pursuant to waiver of notice of said meeting to all directors, and a quorum of directors being present, the following proceedings were had:

Chester W. Ditto acted as Chairman of the meeting, and Mike W. Ditto acted as Secretary thereof.

There then came before the meeting a discussion of the proposed offer of settlement of the City of Fort Worth with respect to certain right-of-way, construction, and drainage easements required by the City of Fort Worth in connection with the Beach Street Extension, which offer consisted of the payment of $3, 160. 00 in cash by the City for the needed instruments; and, as a further part of the consideration for the same, the City has agreed that only 130 feet on each side of said Beach Street Extension will be assessed against the American Seed Co. at an estimated assessment of $11. 00 per front foot; that the City of Fort Worth at its own expense will cause approximately 35, 000 to 40, 000 cu. yds. of excavating material be used to fill the property of the American Seed Co. between Station 58 + 30 and Station 59 + 60 on both the East and West sides of said Beach Street Extension to a depth of approximately 400 feet.

Wherefore, after full discussion the following motion was presented to the meeting by Mike W. Ditto, seconded by Chester W. Ditto and carried:

RESOLVED that the President and Secretary be authorized to execute and deliver on behalf of the corporation, and place the corporate seal thereon, the following instruments and documents:

1) A warranty deed from the corporation to the City of Fort Worth conveying 1. 33 acres out of Tract 5 of the Wm. Mann Survey needed for right-0f-way of said Beach Street Extension.

2) Construction easement from the American Seed Co. to the City of Fort Worth as relating to four tracts of land described by metes and bounds therein, all of said land being out of Tract 5 of the Wm. Mann Survey in Tarrant County, Texas, and Tract 1, containing . 21 acres, more or less, Tract 2 containing . 36 acres, more or less, Tract 3 containing . 07 acres, more or less; Tract 4 containing . 09 acres, more or less; and

3) A permanent drainage easement described in two tracts both out of the Wm. Mann Survey in Tarrant County, Texas, Tract 1 containing . 29 acres, more or less, Tract 2 containing . 18 acres, more or less.

BE IT FURTHER RESOLVED that the President is authorized to take such other and further action that may be necessary or required to effect said settlement with the City of Fort Worth.

Chester W. Ditto
President

Mike W. Ditto
Secretary

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

I, MIKE W. DITTO, Secretary of American Seed Co. do hereby certify that the above and foregoing excerpt from the Minutes of a Special Meeting of the Board of Directors of American Seed Co., held on the 30th day of October, at the place and time shown, is a true and correct copy of excerpt of said minutes.

Dated, this the 30th day of October, 1959.

Mrs W. Otto
Secretary

Filed for Record NOV 3 1959 at 3:36 P M;

And Recorded NOV 9 1959 at 3:20 P M.

Instrument No. 80318

MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas

By M Bethea Deputy

80319 -/59

THE STATE OF TEXAS }
COUNTY OF TARRANT } KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JAMES B. BEARDEN AND WIFE, LETA R. BEARDEN,

OF THE COUNTY OF Tarrant STATE OF Texas FOR AND IN

CONSIDERATION OF THE SUM OF EIGHT THOUSAND & NO/100 ($8,000.00) ----------

DOLLARS

TO US PAID AND SECURED TO BE PAID BY DOUGLASS BEAVERS and wife, SADIE M. BEAVERS, ---------- AS FOLLOWS:

$1,000.00 cash in hand paid by Grantees herein, receipt of which is hereby acknowledged; and

The execution and delivery by Grantees herein of their certain promissory vendor's lien deed of trust note of even date herewith in the sum of $7,000.00 bearing interest from date at the rate of six (6%) per annum, principal and interest payable to the order of James B. Bearden and wife, Leta R. Bearden at Ft. Worth, Texas, in monthly installments as follows: $65.00 on or before December 1, 1959, and a payment of a like amount, or more, on or before the same day of each succeeding month thereafter until December 1, 1969, at which time the entire balance shall be due and payable, it being agreed and understood that each of said payments shall be applied first to the liquidation of the interest then maturing and the balance on the principal; failure to pay any installment when due shall at the option of the holder, mature the entire amount due and owing, and providing for the usual attorney fees of 10% if placed in the hands of an attorney for collection; said note being additionally secured by Deed of Trust of even date herewith in which J. Everett Cline is designated as Trustee, and as additionally security for the payment thereof the superior title is hereby reserved in grantors;



HAVE GRANTED, SOLD AND CONVEYED, AND BY THESE PRESENTS DO GRANT, SELL AND CONVEY, UNTO THE SAID DOUGLASS BEAVERS and wife, SADIE M. BEAVERS

OF THE COUNTY OF Tarrant STATE OF Texas ALL THAT CERTAIN

lot, tract and parcel of land in Tarrant County, Texas, being described by metes and bounds as follows:

BEING a tract of land out of the J. G. Allen Survey, Abstract No. 18, in Tarrant County, Texas, and being out of and a part of a certain 90 acre tract of land conveyed to J. B. Bearden by deed recorded in Volume 1545, page 183, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod in the North line of County Road Project No. 4099, said point being 682.75 varas East and 18 feet North of the South-West corner of the J. G. Allen Survey;

THENCE East 742.36 feet with the North line of said road to an iron rod for corner;

(Cont'd.)

Filed for Record OCT 15 1958 at 1:20 P.M.
And Recorded OCT 23 1958 8:50 A.M.
Instrument No. 64458 MELVIN "MEL" FAULK, County Clerk, Tarrant County, Texas
By A. Sadler Deputy

1.50

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT)

That I, CYNTHIA CROXDALE, of Tarrant County, Texas, who execute this deed without the joinder of my husband, C. L. Croxdale, a person of unsound mind, by permission of the District Court of Tarrant County, Texas, 17th Judicial District, entered in cause No. 10,246-C under the provisions of Article 4617, Vernon's Annotated Texas Statutes, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to me in hand paid by City of Fort Worth, a municipal corporation of Tarrant County, Texas, receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto said City of Fort Worth all that certain property situated in Tarrant County, Texas described as follows:

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Pg. 11

North 60 feet of Lot 4, and all of Lots 5 and 6, Block "F", William James Addition to the City of Fort Worth as shown by plat of record in Book 106, page 145, Deed Records of Tarrant County, Texas, EXCEPT, however, the improvements situated thereon and the right to remain in possession of said premises and to remove said improvements for the period of 45 days from the date hereof, all of the same being reserved to Grantor;

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said

3254 11

5



City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 26th day of September, A.D. 1958.

Cynthia Croxdale
CYNTHIA CROXDALE

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CYNTHIA CROXDALE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of September, A.D. 1958.

Janet McDonald (Janet McEdard)
Notary Public in and for Tarrant County, Texas.

Filed for Record
And Recorded OCT 23 1958
Instrument No. 64459
MELVIN "MEL" FAIR
Tarrant County
By G. Bell Deputy

3254 0111

124—Warranty Deed 22385 125 Texas Standard Form

The State of Texas, } **Know All Men by These Presents:**
County of Tarrant }

That I, Vernell Pope, joined herein by my husband, Malcom Hershel Pope of the County of Tarrant State of Texas for and in consideration of the sum of ----------TEN AND NO/100----------
----------($10.00)---------- DOLLARS and other good and valuable considerations to me in hand paid by City of Fort Worth, a municipal corporation as follows:
All cash in hand paid, the receipt of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth, a municipal corporation of the County of Tarrant State of Texas all that certain lot, tract or parcel of land, situated in the County of Tarrant, State of Texas, described as follows:

The North 40 feet of Lot 3, and the South 10 feet of Lot 4, Block "FF", WILLIAM JAMES ADDITION to the City of Fort Worth, Tarrant County, Texas, according to the plat filed in Book 106, page 145, Deed Records of Tarrant County, Texas.

[redacted]

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, a municipal corporation, its successors and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said City of Fort Worth, a municipal corporation, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hand s at Fort Worth, Texas this 10th day of April 1957.

Witnesses at Request of Grantor:---

Vernell Pope

Malcom Hershel Pope

[redacted]

6

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Malcom Hershel Pope known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of April A. D. 19 57

(L.S.)

Notary Public in and for Tarrant County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Vernell Pope wife of Malcom Hershel Pope known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Vernell Pope acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of April A. D. 19 57

(L.S.)

Notary Public in and for Tarrant County, Texas

Filed for Record APR 15 1957 at 2:51 P.M.
And Recorded APR 22 1957 at 12:44 P.
Instrument No. 22385
MELVIN "MEL" FAULK, County Clerk, Tarrant County, Texas
By Deputy

130—WARRANTY DEED (WITH VENDOR'S LIEN) 22387 TEXAS STANDARD FORM

The State of Texas, County of TARRANT } Know All Men by These Presents:

THAT we, JOHN W. WILLIAMS and wife, LAVERNE WILLIAMS,

of the County of Tarrant State of Texas for and in consideration of the sum of FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($4,750.00) DOLLARS to us paid, and secured to be paid, by EDGAR F. SANDLIN and wife, ELIZABETH SANDLIN, as follows:

The sum of $2,550.00 cash in hand paid, the receipt of which is hereby fully acknowledged; and

The sum of $2,200.00 cash in hand paid by the Tarrant County Savings & Loan Association, the receipt of which is likewise hereby fully acknowledged; said sum of $2,200.00 evidenced by the Grantees herein executing and delivering their one certain note of even date herewith, in the principal sum of $2,200.00, bearing interest from date at the rate of 6% per annum, payable to the order of Tarrant County Savings & Loan Association in monthly installments of $27.90 each, including interest, said note providing for acceleration of maturity, interest on past due principal and interest, and attorney's fees; said Tarrant County Savings & Loan Association having advanced to the Grantors herein, at the special instance and request of the Grantees herein, the sum of $2,200.00 cash in hand as part of the consideration for the conveyance of the hereinafter described property, with the expressed understanding and agreement that the superior title in and to the hereinafter described property, together with the vendor's lien thereof, shall be vested in and transferred to said Association until said note, and any and all renewals and extensions thereof, shall have been paid in full;

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said EDGAR F. SANDLIN and wife, ELIZABETH SANDLIN, of the County of Tarrant State of Texas all that certain lot, tract or parcel of land situated in the County of Tarrant, State of Texas, and being described as follows:

Lot No. 2, in Block No. 2, of PASADENA HEIGHTS ADDITION to the City of Fort Worth, Tarrant County, Texas.

3157/599

65375

THE STATE OF TEXAS

Know All Men by These Presents:

County of TARRANT

THAT I, Carrie E Gatton, a widow

of the County of Tarrant and State of Texas

for the sum of Four Thousand Eight Hundred and no/100 ($4,800.00) DOLLARS

to me in hand paid by the City of Fort Worth, a Municipal Corporation of Tarrant County, Texas

Cash, the receipt of which is hereby acknowledged,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

City of Fort Worth, a Municipal Corporation

of the County of Tarrant and State of Texas

lot, tract or parcel of land lying and being situated in the City of Fort Worth, Tarrant County, Texas and more fully described as follows:

Being the North 20 feet of Lot 2 & 3 the South 30 feet in Block "7", Altons Addition to the City of Fort Worth, Tarrant County, Texas.

TO HAVE AND TO HOLD The above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors and

~~XXXXXXXXXXXXXXXXX~~ assigns forever. And I do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend, all and singular, the said premises unto the said

City of Fort Worth, its successors

~~XXXXXXXXXXXXXXXXX~~ and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand at Ft Worth, Texas this day of October A. D. 1957.

Witness at Request of Grantor:

THE STATE OF TEXAS
County of TARRANT

BEFORE ME,

A Notary Public in and for Tarrant County, Texas,

on this day personally appeared Carrie E Gatton, a widow

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 7th day of October A. D. 1957

A Notary Public in and for Tarrant County, Texas

THE STATE OF TEXAS

Filed for Record NOV 1 1957 at 1:32 P. M.

And Recorded NOV 6 1957 at 11:40 A. M.

Instrument No. 65375

MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas

By Will Walker Deputy

7

120—WARRANTY DEED BMC TEXAS STANDARD FORM

60372 / 25

The State of Texas, } **Know All Men by These Presents:**
County of TARRANT }

That I, Robert Vernon Bruton, not joined herein by my wife as the property herein described and hereby conveyed constitutes no part of my business or residence homestead.
of the County of Tarrant, State of Texas, for and in consideration

of the sum of TEN AND NO/100 - - -

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert Vernon Bruton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of AUGUST A. D. 19 63.

(L. S.)

Helen Spence

V. 3164
P. 434

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. C. Dodson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of April, A. D. 19 57.

(L. S.) D E McBride
Notary Public in and for Tarrant County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Glena Dodson, wife of J. C. Dodson, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Glena Dodson acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of April, A. D. 19 57.

(L. S.) D E McBride
Notary Public in and for Tarrant County, Texas

Filed for Record APR 24 1957 at 8:35 A M.
And Recorded APR 29 1957 at 9:40 A M.
Instrument No. 24219
MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By _____ Deputy

126—WARRANTY DEED 24221 1 25 TEXAS STANDARD FORM

The State of Texas, County of Tarrant } Know All Men by These Presents:

That We, M.L. Swaim and wife, Linda Marie Swaim

of the County of Tarrant State of Texas for and in consideration of the sum of ----------TEN AND NO/100---------- ----------($10.00)---------- DOLLARS and other good and valuable considerations to us in hand paid by

City of Fort Worth, a municipal corporation as follows:

All cash in hand paid, the receipt of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

City of Fort Worth, a municipal corporation

of the County of Tarrant State of Texas all that certain lot, tract or parcel of land, situated in the County of Tarrant, State of Texas, described as follows:

The East 81 feet of Lot 1, Block "P", of WILLIAM JAMES ADDITION to the City of Fort Worth, Tarrant County, Texas, according to the plat filed in Book 106, page 115, Deed Records of Tarrant County, Texas;



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TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, a municipal corporation, its successors ~~heirs~~ and assigns forever and We do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said City of Fort Worth, a municipal corporation, its successors ~~heirs~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Fort Worth, Texas this 19th day of April 19 57.

~~Witnesses at Request of Grantor:~~

M.L. Swaim

Linda Marie Swaim

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF Tarrant }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M.L. Swaim known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of April A. D. 19 57

(L. S.)

Notary Public in and for Tarrant County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF Tarrant }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Linda Marie Swaim, wife of M.L. Swaim, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Linda Marie Swaim acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of April A. D. 19 57

(L. S.)

Notary Public in and for Tarrant County, Texas

JOINT ACKNOWLEDGMENT

Filed for Record APR 24 1957 at 8:35 A M.

And Recorded APR 29 1957 at 9:41 A M.

Instrument No. 24220

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas

By _____ Deputy

150—WARRANTY DEED (With Vendor's Lien) S-1014 TEXAS STANDARD FORM

24222 | 150

The State of Texas,
County of Tarrant

Know All Men by These Presents:

That ARCO HOMES, INC., a Corporation, acting herein by and through its duly authorized officers,

of the County of Tarrant State of Texas for and in consideration of the sum of NINE THOUSAND, EIGHT HUNDRED FIFTY AND NO/100 ($9,850.00) - - -

THE FIRST NATIONAL BANK OF FORT WORTH, a national banking Corporation, duly organized and existing under the Laws of the State of Texas, the owner and holder of said note , does hereby release the mechanic's lien shown by said instrument to exist upon the following described property, to secure payment of said note , viz.:

LOT 15, BLOCK 17, CRESTWOOD (PARK SECTION) ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Vol. 1481, page 495, Deed Records of Tarrant County, Texas;

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Fort Worth, Texas, this 8th day of October , A. D. 19 57 .

Attest: Asst. Cashier Secretary. (Seal)

THE FIRST NATIONAL BANK OF FORT WORTH
By Vice President. President.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James N. Parker, Asst. VicePresident of The First National Bank of Fort Worth, a national banking corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The First National Bank of Fort Worth, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of October A. D. 19 57.

(L.S.)

Notary Public in and for Tarrant County, Texas.

My Commission Expires June 1, 1959

Filed for Record OCT 10 1957 at 4:07 P M.
And Recorded OCT 17 1957 at 2:00 P M.
Instrument No. 60855

MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By W. J. Barrett Deputy

60855-A-10

125-WARRANTY DEED EMC TEXAS STANDARD FORM

The State of Texas, **Know All Men by These Presents:**
County of TARRANT

That we, E. L. FUGATE and wife, WILLIE L. FUGATE,

of the County of Tarrant, State of Texas, for and in consideration of the sum of TEN AND NO/100 - - -

158



have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

THE CITY OF FORT WORTH, a municipal corporation,

of the County of Tarrant, State of Texas, all that certain lot, block, tract or parcel of land, described as follows, to-wit:-

A portion of LOT 1, BLOCK "E", WILLIAM JAMES ADDITION to the City of of Fort Worth, Tarrant County, Texas, according to plat recorded in Vol. 106, page 145, Deed Records of Tarrant County,Texas; and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 1, Block E, WilliamJames Addition to the City of Fort Worth;
THENCE West along the north property line of said Lot 1, Block E, a distance of 83.5 feet to a point;
THENCE in a southerly direction, a distance of approximately 59.3 feet to a point in the South property line of said Lot 1, Block E, for a corner;
THENCE East along the south property line of said Lot 1, Block E, a distance of 73.7 feet to the southeast corner of said lot;
THENCE in a northeasterly direction along the east property line of said Lot 1, Block E, William James Addition, to the point and place of beginning, and containing approximately 5,047 square feet of land;

Grantees herein assume payment of taxes for the year 1957.

The grantors herein have the right to retain the improvements on the hereinabove described property and agree to remove the same within sixty (60) days from the date of this deed; and failure so to do shall thereby forfeit their right to such removal.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

CITY OF FORT WORTH, its successors

heirs and assigns forever and We do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said CITY OF FORT WORTH, its successors

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hand s at Fort Worth, Texas, this 8th day of October , 1957.

E. L. Fugate

Willie L. Fugate

Witness at request of Grantorx

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared E. L. FUGATE,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of October A. D. 19 57.

(L.S.) Notary Public in and for Tarrant County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIE L. FUGATE, wife of E. L. FUGATE, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said WILLIE L. FUGATE, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of October A. D. 19 57.

(L.S.) Notary Public in and for Tarrant County, Texas

Filed for Record OCT 16 1957 at 4:07 P M;
And Recorded OCT 17 1957 at 2:01 P M.
Instrument No. 60856
MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas
By W. J. Barrett Deputy

181—WARRANTY DEED with Vendor's Lien 60857 Texas Standard Form

The State of Texas,
County of TARRANT } **Know All Men by These Presents:**

That we, CHARLES HAMILTON LOWRY, SR. and wife, BEVERLY LOWRY, of the Parish of East Baton Rouge, ~~of the County of~~ State of Louisiana, for and in consideration of the sum of - - -

Vol 3102
P. 104

THE STATE OF TEXAS,
COUNTY OF TARRANT } BEFORE ME, the undersigned authority, a Notary Public in and for

Tarrant County, Texas, on this day personally appeared Alvin E. Soniat

President, J. E. FOSTER & SON, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 11th day of March A. D. 1957

(L.S.)

Jack Riley
Notary Public, Tarrant County, Texas

APPROVED AS TO FORM ONLY
TOWNSEND, ELLIOTT & MUNSON
By
Attorneys for The Western Saving Fund Society of Philadelphia

Filed for Record APR 16 1957 at 10:40 A.M.
And Recorded APR 22 1957 at 4:10 P.M.
Instrument No 22527
MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas
By Kay Deputy

125—WARRANTY DEED 22528 /25 TEXAS STANDARD FORM

The State of Texas, } **Know All Men by These Presents:**
County of Tarrant }

That we, Anne B. Williford, a widow, Ben T. Williford, a single man; Katherine Ashe, joined by my husband, Eugene Ashe, all of Tarrant County, Texas; and Juanita Boyd, joined by my husband, Richard G. Boyd,

of the County of Taylor State of Texas for and in consideration

of the sum of ----------TEN AND NO/100----------

----------($10.00)---------- DOLLARS

and other good and valuable considerations

to us in hand paid by

City of Fort Worth, a municipal corporation as follows:

All cash in hand paid, the receipt of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

City of Fort Worth, a municipal corporation

of the County of Tarrant State of Texas all that certain

lot, tract or parcel of land, situated in the County of Tarrant, State of Texas, described as follows:

The East 50 feet of Lot 2, Block "E", WILLIAM JAMES ADDITION to the City of Fort Worth, Tarrant County, Texas, according to the plat filed in Book 106, page 145, Deed Records of Tarrant County, Texas;



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TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

City of Fort Worth, its successors

~~heirs~~ and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

City of Fort Worth, its successors

~~heirs~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hand s ~~x~~

this 1st day of April , 1957.

Witness at request of Grantor:

Katherine Ashe

Eugene Ashe

Anne B. Williford

Ben T. Williford

Juanita Boyd

Richard G. Boyd

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Eugene Ashe known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17 day of April A.D. 19 57

(L.S.)

Notary Public in and for Tarrant County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Katherine Ashe, wife of Eugene Ashe, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Katherine Ashe acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of April A.D. 19 57

(L.S.)

Notary Public in and for Tarrant County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Taylor

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Richard G. Boyd and Juanita Boyd, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Juanita Boyd, wife of the said Richard G. Boyd having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Juanita Boyd acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6 day of April A.D. 19 57

(L.S.)

Notary Public in and for Taylor County, Texas

106

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ben T. Williford, a single man

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of April A. D 19 57

(L. S.)

Notary Public in and for Tarrant County, Texas.

642—THE ODEE COMPANY, PUBLISHERS—DALLAS

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Annie B. Williford, a widow

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of April A. D 19 57

(L. S.)

Notary Public in and for Tarrant County, Texas.

643—THE ODEE COMPANY, PUBLISHERS—DALLAS

Filed for Record APR 16 1957 at 10:40 A. M.

And Recorded APR 22 1957 at 4:11 P. M.

Instrument No. 22528

MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas

By Kay Deputy

22529 / 25

THE STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anne B. Williford, a widow, who, having been by me first duly sworn, upon her oath deposes and says:

That she is the surviving widow of Lee A. Williford, deceased, late of Tarrant County, Texas; that the said Lee A. Williford died in Tarrant County, Texas, on or about the _____ day of _____, A.D. 19____, without leaving a will, and no administration was had on his estate, none being necessary, and that all debts and inheritance taxes due and owing by said estate have been fully paid.

That the said Lee A. Williford was married only one time and that to affiant, and that to the said Lee A. Williford and affiant there were born three children, and only three children, to-wit:

1. Ben T. Williford, a son;
2. Juanita Boyd, nee Williford, a daughter, now the wife of Richard G. Boyd.
3. Katherine Ashe, nee Williford, a daughter, now the wife of Eugene Ashe.

That the said Lee A. Williford never adopted any child or children, and that he was survived by no child or children of any deceased child or children, and that affiant, surviving widow, and the above named three children were and are the sole surviving heirs of him, the said Lee A. Williford, deceased, and that all of said heirs are more than 21 years of age.

File No: MF109870

Deed

Date Filed: 11/24/08

Jerry Patterson, Commissioner

By

3.

Plat Legend

(1) Oil and Gas Lease
Lessor: Union Pacific Railroad Company
Lessee: Dale Resources, LLC
Recording Info: D206311773, Official Public Records of Tarrant County, Texas

(2) Oil, Gas and Mineral Lease
Lessor: Johnnie M. Benson
Lessee: Dale Property Services, LLC
Recording Info: D207150028, Official Public Records, Tarrant County, Texas

(3) Oil, Gas and Mineral Lease
Lessor: Christopher Smith and wife, Marie-Jose Smith
Lessee: Dale Resources, LLC
Recording Info: D206261349, Official Public Records, Tarrant County, Texas

(4) Oil, Gas and Mineral Lease
Lessor: Bran-Dan Partnership, LLC
Lessee: Dale Resources, LLC
Recording Info: D206405390, Official Public Records of Tarrant County, Texas

(5) Oil, Gas and Mineral Lease
Lessor: James Warner
Lessee: Dale Property Services, LLC
Recording Info: D207455246, Official Public Records of Tarrant County, Texas

(6) Oil, Gas and Mineral Lease
Lessor: Robertson-Campbell Company
Lessee: Dale Resources, LLC
Recording Info: D206169410, Official Public Records of Tarrant County, Texas

(7) Oil, Gas and Mineral Lease
Lessor: United Land Holdings Ltd.
Lessee: Dale Resources, LLC
Recording Info: D206398486, Official Public Records of Tarrant County, Texas

OIL AND GAS LEASE

THIS LEASE made as of **August 21, 2006**, between Farmers National Company, Agent for **UNION PACIFIC RAILROAD COMPANY** (Lessor), a Delaware corporation, to be addressed at 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179, and **Dale Resources, L.L.C.**, whose address is **6001 Bridge Street, Suite 102 Fort Worth, TX 76112** (Lessee).

WITNESSETH:

(1) Lessor, in consideration of the royalties herein provided and of the agreement of Lessee herein contained, grants, leases and lets unto Lessee, for the purposes of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, without limitation, nitrogen, carbon dioxide, hydrogen sulphide, helium, and other gaseous substances, and products associated therewith, except steam) and associated liquid hydrocarbons, and laying pipelines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, refine, process, store, transport, own, sell and dispose of said oil, gas and associated liquid hydrocarbons, one hundred percent (100%) of Lessor's right, title and interest in and to the oil and gas in and under the leased premises acres in **TARRANT County, TEXAS** (Premises) described as follows:

SEE ATTACHED EXHIBIT "A"

The above legal description was prepared by Lessee. Lessor does not warrant the accuracy of the legal description.

For shut-in royalty payment purposes, the Premises shall be conclusively deemed to contain **29.5558** acres.

(2) This is a paid-up lease and there shall be no requirement for Lessee to pay delay rentals.

(3) Subject to the other provisions herein contained, this Lease shall be for a primary term which expires at twelve o'clock (12:00) noon, Central Time, on **August 21, 2008** (Primary Term), and as long thereafter as oil, gas, or associated liquid hydrocarbons or any of them are produced from the Premises in paying quantities, or drilling or reworking operations are conducted thereon. Upon sixty (60) days written notice to Lessee, Lessor may terminate this Lease as to any portion of the surface of the Premises and above a plane one hundred feet (100') below the surface, if required by Lessor for transportation operations.

(4) Subject to the right of election reserved to Lessor below to take its share of production in kind, the royalties to be paid by Lessee are **Twenty-Seven and One-Half (27.5%)** of eight-eighths of (a) the greater of the market value at the well or the amount realized from the sale of oil and liquid petroleum products recovered at the well, and (b) the market value at the well of gas sold, used off the Premises or delivered to Lessee at the tailgate of the plant to which the gas is delivered, plus the market value of the products recovered when such gas is processed; provided that on gas sold at the well by Lessee in an arm's length transaction, the royalty shall be the same percentage of the amount realized from such sale. Royalty is to be paid on all payments received by Lessee under or as a result of a gas purchase contract, including, but not limited to, reservation charges and, subject to credit to Lessee when gas for which payment has been made earlier is eventually produced, take-or-pay or contract settlement proceeds and amounts paid for gas not taken. Lessee shall have reasonable use of oil and gas for operations on the Premises, and the royalty on oil and gas shall be computed after deducting any production so used.

The royalties payable under this Lease shall be free and clear of costs or deductions for exploration, drilling, development, and production, including, but not limited to, costs of marketing, dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons. If Lessee treats and/or processes its gas in a natural gas plant (either on or off the Premises), whether in Lessee's plant or in the plant of a third party, Lessee shall treat and/or process or cause Lessor's gas to be treated and/or processed. In the event of any such treating and/or processing, Lessee shall be entitled to deduct from the value of the products recovered by the treating and/or processing of the gas, or if Lessor is taking its production in kind to charge Lessor for, the actual costs incurred by Lessee for such treating and/or processing, which costs shall include

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gathering or transportation costs required to transport the gas to the plant. If Lessor elects, Lessee shall deliver to Lessor in kind its royalty share of oil and other liquid hydrocarbons saved at the well, into storage tanks on the Premises; products recovered in a processing plant, into storage tanks or onto storage sites at the plant; and gas, at the tailgate of the plant, if processed, or at the well if the gas is sold at the well. Lessor shall give Lessee not less than sixty (60) days' notice of such election, and shall take said royalty share in kind for a period of not less than six (6) months following the termination of said sixty (60) day period. Any deliveries of production are to be made from Lessee's facilities at times and amounts which equitably adjust deliveries between the parties. With respect to gas, Lessee shall give Lessor notice if it intends to enter into a gas contract on its share of the gas, and Lessor shall have a period of thirty (30) days from receipt of a copy of the gas sales agreement to notify Lessee in writing that Lessor elects to take in kind and separately dispose of its share of such gas.

If there is a gas well on the Premises or on land pooled therewith capable of producing in paying quantities, but from which gas is not being sold, and in the absence of oil or other production from the Premises or on land pooled therewith sufficient to maintain this Lease in full force and effect, this Lease shall be extended for a period of ninety (90) days from the date such well is or was shut-in, whereupon this Lease shall terminate unless Lessee shall pay to Lessor as royalty, a sum equal to **Twenty Dollars ($20)** per gross acre of the Premises. Such payment shall be made on or before the ninetieth (90th) day from and after the date on which such well is or was shut-in, and annually thereafter a similar payment may be made on or before the anniversary date on which such well was shut-in. If such payment, or payments are timely made, it shall be considered that gas is being produced in paying quantities from the Premises under all the terms and provisions of this Lease (but only for so long as the well continues to be capable of producing in paying quantities); however, this Lease may not be maintained by shut-in payments for more than three (3) years during any five (5) year period.

Lessee shall be obligated to use diligence to market gas capable of being produced in paying quantities from a shut-in well, but shall be under no obligation to market same under terms, conditions or circumstances which are unreasonable.

Lessor shall at all times have, possess and hold a lien upon all production from the Premises which has not been sold to a bona fide purchaser, and upon all improvements placed upon and within the Premises by or on behalf of Lessee, as security for any unpaid balance of money due hereunder and as security for the performance by Lessee of Lessee's covenants under this Lease. This lien may be enforced against any such property in like manner as liens conferred by chattel mortgages, or as any other lien security may be enforced under the laws of the state in which the Premises are located. Nothing herein contained, however, is intended or shall be construed to prevent the sale, shipment and removal of any production from the Premises in the usual course of business, nor to prevent the removal of tools, machinery, equipment or other property at any time when Lessee is not in default. This lien shall not apply to production sold to third parties when payment to Lessor has or is being made pursuant to the provisions of this Lease.

(5) Lessee may at any time execute and place of record a release or releases covering any portion or portions of the above described Premises, furnishing a copy thereof to Lessor, and thereby surrender this Lease as to such portion or portions and be relieved as to the acreage surrendered of all obligations not arising from activities of Lessee prior to said release. Upon the expiration of any portion of this Lease, Lessee shall promptly record an appropriate, legally effective release or releases thereof and provide to Lessor a copy of the recorded instrument within thirty (30) days of expiration or termination.

(6) If Lessee is drilling a new well or reworking an old well at the expiration of the Primary Term, this Lease shall continue in force as long as such drilling or reworking operations are prosecuted with no cessation for more than ninety (90) days, and if such drilling or reworking operations result in production of oil or gas or associated liquid hydrocarbons in paying quantities, then for so long thereafter as such production in paying quantities continues. If production on this Lease ceases after the expiration of the Primary Term, this Lease shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; and if production is restored or new production is discovered as a result of any such drilling or reworking operations conducted without cessation for more than ninety (90) days, this Lease shall continue so long thereafter as production in paying quantities, or additional drilling or reworking operations are had without cessation of such production, drilling or reworking operations for more than ninety (90) days.

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(7) At the expiration of the Primary Term, this Lease shall terminate as to all land which is not located in a drill site spacing unit (as hereinafter defined) in which there is a well on the Premises or on land pooled therewith, producing oil or gas in paying quantities, or a shut-in gas well. In any such producing drill site spacing unit or units, this Lease shall terminate as to those depths lying below the stratigraphic equivalent of the deepest producing horizon in each drill site spacing unit of land. For purposes hereof, drill site spacing unit is defined as the land included in the drilling and production unit established for the well or attributed to the well by the state or federal regulatory authority having jurisdiction. If no unit or spacing rule exists, then drill site spacing unit shall be defined as the forty (40) acre tract surrounding an oil well or the six hundred forty (640) acre tract surrounding a gas well. If Lessee is engaged in actual drilling or reworking operations on the Premises or land pooled therewith at the expiration of the Primary Term, this provision shall be suspended for so long as Lessee continues such drilling or reworking operations on the Premises or land pooled therewith with no cessation of more than ninety (90) consecutive days between the completion or abandonment of such drilling or reworking operations on one well, and the commencement of actual drilling or reworking operations on the next well; provided, further, that irrespective of any such continuous drilling or reworking operations, the termination of this Lease as to non-producing land and depths shall not be suspended for more than five (5) years from the expiration of the Primary Term hereof. If the Premises are included in a federal unit, then for the purposes of this provision the references to land pooled with the Premises shall include only that land which is included in an approved participating area.

(8) Anything in this Lease to the contrary notwithstanding, Lessee agrees that if it owns an interest in any pooled unit that includes land that is adjacent to any part of the Premise, Lessee shall pool the portion or portions of the Premises that are adjacent to such unit into the unit, effective on the effective date of this Lease, the effective date of the pooling designation, or the first date when Lessee owns an interest in the unit, whichever is later. If any such adjacent unit was formed prior to the effective date of this Lease or has been formed for any well for which a drilling permit was issued prior to the effective date of this Lease, then, unless Lessee disclosed the existence of such unit or such well to Lessor, Lessor's share of production from the unit will be based on a royalty share of eight eighths (8/8) commencing with the first production from said unit or well and not the royalty share specified in Section 4 above. Lessee, at its option, may pool or combine the Premises or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate the Premises. Any pooling shall be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten percent (10%), for oil, and not exceeding six hundred forty (640) acres, plus an acreage tolerance of ten percent (10%), for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by state governmental authorities. Lessee may pool or combine acreage covered by this Lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the right of Lessee to pool this Lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. In order to be effective, Lessee shall promptly furnish to Lessor a copy of the document pooling the acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties and except that production from any well on the unit drilled prior to the date of this Lease shall not be considered production for purposes of Section 3 above, as if it were included in this Lease, and drilling and reworking operations thereon, and production of oil and gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, and except that production from any well on the unit drilled prior to the date of this Lease shall not be considered production for purposes of Section 3 above, as if such operations were on, or such production were from, or such completion were on the Premises, whether or not the well or wells are located on the Premises. In lieu of the royalties elsewhere herein provided, Lessor shall receive from a unit so formed only such portion of the royalty stipulated herein as the amount of its mineral acres placed in the unit bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of pooling identifying and describing the land added to the existing unit; provided, that if such supplemental

declaration of pooling is not filed until after production is obtained on the unit as originally created, then the supplemental declaration of pooling shall not become effective until the first day of the calendar month next following the filing thereof and the furnishing to Lessor of a copy of such supplemental declaration. In the absence of production, Lessee may terminate the unitized area by filing with Lessor and of record a notice of termination.

(9) Within thirty (30) days after expiration or termination of this Lease, in whole or in part, Lessee shall remove all fixtures, structures, buried lines, facilities, machinery and other personal property placed by or on behalf of Lessee on the Premises or the terminated portion of the Premises, as applicable, and restore the Premises or terminated portion of the Premises, as applicable, to its original condition, including, without limitation, removal of roadways, leveling of embankments and reseeding of disturbed areas. If Lessee fails to do so, Lessor may, at its election to be exercised by Lessor at any time after the end of such thirty (30) day period, restore the Premises or terminated portion of the Premises, as applicable, at Lessee's cost, and take and have title to all or any of such personal property of Lessee, or remove all or any of the same from the Premises at Lessee's cost.

(10) The rights of Lessor may be assigned in whole or in part. This Lease may not be assigned by Lessee in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably refused. Refusal shall be deemed reasonably denied, if, in Lessor's judgment, the number of assignees is excessive, an assignee's technical competence or financial ability may be inadequate, or Lessee refuses to accept responsibility for the performance of any of its successors in interest. Any attempted assignment by Lessee of the rights arising under this Lease without such consent shall be void and of no effect. The assignment of this Lease, in whole or in part, shall not be valid as to Lessor until Lessor shall have been furnished a true and correct certified copy of such assignment. Unless provided otherwise in Lessor's approval of an assignment to be made by Lessee, Lessee shall continue to be responsible to Lessor for all of Lessee's obligations under the Lease, including obligations accruing after the assignment.

If Lessor transfers or assigns all or any part of its oil and gas ownership in the Premises, the provisions of this Lease relating to surface use, indemnification (hold harmless agreements) and insurance, shall nevertheless continue to run in favor of the original Lessor and the term Lessor, for such purposes, shall include the original Lessor, its successors and assigns (whether by merger, consolidation, or otherwise), so long as any thereof shall own, use or occupy the surface of any portion of the Premises.

(11) Lessee shall pay all wages, expenses and other obligations incurred by it in the conduct of its operations on the Premises. Lessee shall keep the title to all oil and gas, and all other minerals, and the Premises free and clear from any and all liens and other encumbrances arising in any manner from Lessee's operations. Lessee agrees not to suffer or permit any lien of any nature to be placed upon the Premises, or any part thereof, and in case of any such lien attaching, to immediately pay off and remove the same, failing in which Lessor may do so at the expense of Lessee. It is agreed by the parties hereto that Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's title or interest in the Premises, and any and all liens and encumbrances created or suffered by, through or under Lessee, shall attach to Lessee's interest only.

(12) Lessee shall not acquire or attempt to acquire, directly or indirectly, from any person other than Lessor, any rights or interests in the oil and gas estate in the Premises or take any action inconsistent with or adverse to the ownership and quiet enjoyment by Lessor of its oil and gas estate in the Premises.

(13) The rights granted by Lessor under this Lease are granted **WITHOUT WARRANTY, EXPRESS OR IMPLIED**, and without covenants of title, including, without limitation, covenants to give possession or for quiet enjoyment. Without limitation of the foregoing, Lessee acknowledges that persons other than Lessor (such as, but not limited to, surface owners or lessees or licensees of Lessor) may have or be granted by Lessor rights to occupy, use or possess the surface of the Premises, that this Lease is subject to such rights of such persons, and that Lessee shall obtain the necessary permission from such persons prior to making any entry on the Premises. Lessor reserves the right to hereafter lease or license to third parties all or any portion of

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the surface of the Premises. The rights of such lessees and licensees shall be superior to the rights of Lessee hereunder to use the surface of the Premises except for those portions of the Premises where, prior to the date of such lease or license, Lessee has placed access roads or fenced facilities used in the connection with exploration, drilling, development, production or storage of hydrocarbons.

(14) Lessee shall not make any entry upon or under any railroad right of way or station grounds or other property used for railroad operating purposes, and shall not drill any well or maintain any structures or facilities within two hundred feet (200') (by surface or subsurface measurement) of: (a) any railroad tracks or buildings now or hereafter on such right-of-way, or station grounds, or other property used for railroad operating purposes, or (b) any buildings now or hereafter upon the Premises.

Lessee shall ensure the Premises are properly protected. Any above-ground facilities shall be properly fenced with a two-lock gate access. One lock shall be provided for Lessor. The fence shall be kept clear of weeds, debris and shall be maintained in an acceptable condition. The fence shall be secure and not sag nor have openings other than those at the gate. Any access roads required on the Premises shall be maintained by Lessee. Lessor shall have the right to use any such roads for railroad maintenance purposes. No Lessee access roads may be within twenty-five feet (25') of the centerline of railroad tracks. Roads will be maintained in an acceptable manner and shall be dust free and shall be graveled in order to maintain a well kept surface. Access will be protected by a locked gate. The lock shall be a two-lock system with one lock provided for Lessor. If Lessee fails to properly maintain such roads, Lessor may do so at the expenses of Lessee.

Lessee will not be allowed any closer than fifty feet (50') of the centerline of railroad tracks with men or equipment.

Lessee shall not construct any structure, or stack or store equipment or materials that could impair the sight clearances at any private or public road crossing of railroad tracks. The minimum required sight clearance is a clear view of the tracks in both directions for a distance of 1500 feet when a vehicle first enters the line of the railroad right-of-way.

Lessee shall not construct any structure within twenty feet (20') of railroad signal power or communication lines, or the distance specified in the National Electrical Safety Code, whichever is greater. Any power supply to Lessee shall be in compliance with Lessor's standards for power line encroachments.

Lessor has granted the use of certain of its property for the installation of fiber optics lines. Lessee shall call 1-800-336-9193 prior to any excavation to ensure fiber optics are properly marked and protected. Any interruption of the fiber optics service or damage to the fiber optic line shall be the responsibility of Lessee.

(15) Lessee agrees to and shall assume all obligations and responsibility with respect to being in, establishing, achieving, documenting, or reporting full compliance with any and all applicable laws, orders, rules, regulations, and standards with respect to pollution, the continued operation and eventual plugging, replugging, and abandonment obligations of any unplugged or improperly plugged wells on the Premises or any land pooled therewith. Lessee shall at all times conduct its operations hereunder in full compliance with all federal, state or municipal laws, orders, rules, regulations or ordinances now or hereafter in effect, including, without limitation, laws, rules, regulations or ordinances regarding mining operations, drilling operations, environmental control and air and water pollution. Lessee and its contractors shall use environmentally sound materials and practices in their operations on the Premises to minimize or eliminate wastes, hazards and impacts on the environment. These practices shall include, without limitation, the following:

a. Lessee shall assess the materials available for a given purpose and shall select the least toxic option available.

b. Lessee shall perform a Phase II Environmental Assessment upon expiration or termination of the Lease and provide Lessor with a copy of the report on such Assessment. Lessee shall be responsible for correction of environmental contamination or violations.

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c. Lessee shall notify Lessor of any reportable releases, citations, or violations.

d. Lessee shall remove any unused product from the Premises. No waste materials may be put in any reserve pit.

e. All trash shall be removed from the Premises and all pits on the drilling location shall be properly closed immediately following the drilling of any well.

f. Lessee shall provide dikes, ditches, or other methods of containment for all fuel and oil containers. Any leakage or spillage shall be properly reported by Lessee to the appropriate authorities as required by statute, rule, or regulation, and to Lessor. Lessee shall have a Spill Prevention Control and Countermeasure Plan in effect as required by the Code of Federal Regulations (CFR) Title 40, Part 112.

g. Lessee shall handle and dispose of all solid waste, including, without limitation, hazardous waste, as defined in CFR Title 40, Parts 261.2 and 261.3, resulting from the performance of its operations on the Premises according to all applicable federal, state and local statutes, regulations, ordinances and requirements. Lessee shall own all waste generated in connection with Lessee's operations on the Premises. Upon request, Lessee shall furnish proof to Lessor of proper handling and disposal of waste generated by Lessee.

LESSEE SHALL BE RESPONSIBLE FOR INJURY TO OR LOSS OR DESTRUCTION OF PROPERTY, AND FOR INJURY TO OR DEATH OR ILLNESS OF ANY PERSON, ARISING OUT OF OR IN CONNECTION WITH OPERATIONS HEREUNDER. LESSEE SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS LESSOR, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND COST AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS) INCIDENT THERETO, FOR INJURY TO, OR DEATH OF, ANY PERSON WHOMSOEVER (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF LESSEE OR LESSOR), AND DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PERSON OR PROPERTY OF LESSOR, ITS AFFILIATES, AND THEIR OFFICERS, AGENTS AND EMPLOYEES, OWNERS OR OCCUPANTS OF THE SURFACE OF THE PREMISES AND THIRD PARTIES, OR FOR DAMAGE TO THE ENVIRONMENT, IN ANY MANNER RESULTING FROM LESSEE'S USE, OCCUPANCY OR OPERATIONS HEREUNDER, OR THE FAILURE OF LESSEE TO STRICTLY COMPLY AT ALL TIMES WITH THE TERMS OF THIS LEASE. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE (SOLE OR PARTIAL) OR STRICT LIABILITY OF LESSOR, ITS AFFILIATES, OR ITS OR THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS.

The obligations of Lessee under this Section 15 shall not end at the termination of this Lease but shall continue for such time as may be required to enable Lessee to fulfill such obligations as shall have accrued prior to termination, including, without limitation, obligations relative to the condition of the Premises upon cessation of oil and gas operations.

(16) Without limiting the generality of Section 15, Lessee shall pay either the tenant or the surface owner (whichever is appropriate) for any and all damages to land, structures, roads, fences, gates, cattle guards, trees, growing crops, irrigation facilities, equipment, livestock, personal property, and improvements caused by construction, operations, or maintenance of facilities, and shall bury all pipelines below plow depth where they cross cultivated land.

Irrespective of whether Lessor has consented to an assignment, farmout or other arrangement whereby Lessee consents to drilling or other operations on the Premises by a third party, Lessee shall be responsible for any and all claims, demands, actions and causes of action or liens arising out of such operations, whether arising in law, at equity or administratively.

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(17) In the event of Lessee's breach of this Lease, Lessor shall notify Lessee by certified mail of such breach, and Lessee shall have thirty (30) days from the receipt thereof to comply with this Lease. If Lessee fails to remedy a breach within such period, Lessor may, at its option, terminate this Lease and be relieved from any obligation hereunder. Irrespective of whether Lessor elects to terminate this Lease or exercise any other right or remedy under this Lease or at law, Lessor shall be entitled to other available remedies, including specific performance to require Lessee to (a) abandon any well and/or restore the surface of the Premises to its condition existing prior to entry thereon by Lessee, (b) furnish any reports required hereunder or information required hereunder from operations on the Premises or land pooled therewith, and/or (c) make any payment due hereunder.

Except as otherwise expressly provided in this Lease, any notices or other communications required or permitted hereunder shall be in writing and shall be deemed given only when received by the party to whom the same is directed at the address shown on the top of page 1 of this Lease or to such other address as is provided to the other party with proper notice.

(18) Lessee shall promptly furnish Lessor with not less than one copy of all applications and reports pertaining to the Premises, of each daily drilling report, and of each well log, core analysis or other data taken from wells located on the Premises. Lessee agrees, at Lessor's request, to furnish Lessor true and correct information pertaining to each well, the production therefrom (including true and complete copies of all contracts or agreements, and all amendments and modifications thereof for sale, processing or other disposition of any product produced from the Premises) and such technical information as Lessee may acquire with respect to sands and formations encountered. Lessor and/or its representatives shall have the right to be present when wells are tested and/or tanks are gauged and shall have the right to examine all run tickets and to have full information as to production and runs, including copies of all run tickets upon request.

(19) If Lessee conducts any geophysical activities upon the Premises, Lessee shall promptly furnish Lessor for the entirety of each survey, shot point plats and elevations, observer's notices, surveyors notes, copies of all field tapes, reproducible copy and one print of each final stacked section for each line and copies of any other processed or unprocessed data made available to Lessee.

(20) Lessee shall carry the following insurance:

1. Comprehensive General Liability Insurance, including contractual liability, with a combined single limit per occurrence of not less than $2,000,000.00 for bodily injury and property damage.

2. Comprehensive Automobile Insurance, including hired and non-owned vehicles, with a combined single limit per occurrence of not less than $2,000,000.00 for bodily injury and property damage.

3. Liability Umbrella (excess of underlying insurance coverage mentioned above) with a combined limit per occurrence coverage of not less than $10,000,000.00

4. Well Control Insurance including underground blowout, seepage and pollution, with a minimum limit of $10,000,000.00

Lessee shall require each independent contractor and subcontractor to carry and maintain insurance at its own expense in amounts deemed necessary to cover the risks inherent to the work or services to be performed by the contractor or subcontractor. Every such insurance policy shall contain a waiver on the part of the insurance carrier of all rights, by subrogation or otherwise, against Lessor. Lessor shall also be named as additional insured in each such policy.

(21) None of the provisions of this Lease may be altered, amended, or ratified by any division order, transfer order or any other instrument, unless such instrument expressly states its purpose as an alteration, amendment or ratification of this Lease and specifically identifies the particular Lease provisions affected. Any division and transfer orders executed by Lessor shall be solely for the purpose of confirming the extent of Lessor's interest in production from the Premises.

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(22) Lessee represents that the Premises are not currently producing oil, gas, casinghead gas or other gaseous substances; and that no portion of said Premises is currently held by an active oil and gas lease or is in a producing unit. Also, Lessee represents that production revenue from the Premises is not being held in suspense for the benefit of the Lessor or its predecessors in title.

(23) Lessee affirms to Lessor that Lessee or his agents have reviewed title to the Premises and that Lessor appears to be the record owner of the oil and gas rights under the Premises. Lessee agrees to indemnify, defend and hold harmless Lessor from and against all claims against Lessor related to the Lessor's title or lack thereof.

(24) Notwithstanding anything herein to the contrary, if Lessee has agreed to pay or later does agree to pay a higher royalty or bonus or delay rental to another landowner within one mile of the Premises, then Lessee shall pay Lessor based on the higher royalty, bonus and/or delay rental, retroactive to the effective date of this Lease.

IN WITNESS WHEREOF, this Lease is executed on the date of the respective acknowledgments hereinbelow, but shall be effective from the date first hereinabove written.

UNION PACIFIC RAILROAD COMPANY (Lessor)

By: _____
David Smith, VP
Farmers National Company, Agent

Dale Resources, L.L.C. (Lessee)

By: _____

Its: PRESIDENT

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ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 21st day of August, 2006 before me, J. Mark Chaplin Notary Public in and for said County and State, personally appeared David Smith, VP, Farmers National Company, Agent of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Expires 3-6-09
Com # 01003868

(SEAL)

Notary Public

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On this 24th day of August, 2006, before me, Bennett Wood Notary Public in and for said County and State, personally appeared Lawrence B. Dale, President of Dale Resources, LLC of XX, XX, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

BENNETT WOOD JR.
Notary Public, State of Texas
My Commission Expires
February 08, 2009

Exhibit "A"

To that certain oil and gas lease dated **August 21th, 2006** in **Tarrant** County, **STATE** between Farmers National Company as Agent for **UNION PACIFIC RAILROAD COMPANY** (Lessor), and **Dale Resources, L.L.C.**, (Lessee).

The subject acreage is a tract of land of variable widths on each side of a centerline approximately nine thousand four hundred and fifty (9,450) feet in length, being more particularly described as follows: Beginning at the point of commencement as depicted in that certain deed dated February 9th, 1876 between J.F. Sanderson and M.A. Sanderson, as Grantor, to Texas & Pacific Railroad Company, as Grantee, recorded in Volume B, Page 64 of the Deed Records in Tarrant County, Texas, which is located in the Eastern boundary line of the J. Sanderson Survey, Abstract No.1430; Thence, in an Easterly direction across the said J. Sanderson Survey, Abstract No. 1430 to the East boundary line of the E.M. Daggett Survey, Abstract No. 431; thence in a Southeasterly direction to the North boundary line of the William Mann Survey, Abstract No. 996, and continuing in a Southeasterly direction to the East boundary line of the Juan Armendaris Survey, Abstract No. 1773, and proceeding to the termination point located in the East boundary line of the Juan Armendaris Survey, Abstract No. 1773, containing **23.1388** acres of land, more or less.

5.377 acres of land, more or less, being Lots 2 and 9, Block 1, of the Webb Subdivision, an Addition to the City of Fort Worth, and a tract of land out of the E.M. Daggett Survey, Abstract No. 431, and the James Sanderson Survey, Abstract No. 1430, being more particularly described by metes and bounds in that certain deed dated November 6th, 1993 by and between Missouri Pacific Railroad Company, a Delaware corporation, as Grantor, to Barney J. Robinson, a married individual, as Grantee, recorded in Volume 11379, Page 2235 of the Deed Records of Tarrant County, Texas.

1.04 acres of land, more or less, out of the James Sanderson Survey, Abstract No. 1430, being more particularly described by metes and bounds in that certain deed dated December 21st, 1993 by and between Missouri Pacific Railroad Company, a Delaware corporation, as Grantor, and UDT, Inc., a Texas corporation, as Grantee, recorded in Volume 11397, Page 1, of the Deed Records of Tarrant County, Texas.

Said lands are hereby deemed to contain **29.5558** acres of land, more or less.

End of Exhibit "A"

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SHAW INTERESTS INC
POB 9612

MIDLAND TX 79708

Submitter: SHAW INTERESTS INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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Filed For Registration:	10/04/2006 04:17 PM		
Instrument #:	D206311773		
	A	11 PGS	$52.00

By: _____

D206311773

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

Producers 88 (4-96) Revised Paid Up
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 27th day of March, 2007, between Johnnie M. Benson, whose marital status has not changed since acquiring this interest, Lessor (whether one or more), whose address is 1704 Martel Avenue, Fort Worth, Texas 76103, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100----------Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

.649 acres of land, more or less, being the Easterly part of Lot 1, Block 1, out of the Beach Industrial District Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated July 26, 2006, from Spindleton Capital Corporation, as Grantor, to Johnnie M. Benson, as Grantee, recorded in Instrument #D206232196, of the Official Public Records, Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessees pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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 or reworking 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 60 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 Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other

Exhibit 2

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument [redacted] for record in the appropriate records of the county in which the leased [redacted]es are situated at any time after the completion of a dry hole or the ce[redacted]n of production on said unit. In the event a well or wells producing oil or [redacted] paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Johnnie M. Benson

Johnnie M. Benson

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 27th day of ~~February~~ MARCH, 2007,

by Johnnie M. Benson, whose marital status has not changed since acquiring this interest.

MARTHA A. LANEY
Notary Public, State of Texas
My Commission Expires
March 07, 2010

Martha A. Laney
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF

COUNTY OF

This instrument was acknowledged before me on the 27th day of MARCH February 2007

by Johnnie M. Benson.

MARTHA A. LANEY
Notary Public, State of Texas
My Commission Expires
March 07, 2010

Martha A. Laney
Notary Public, State of
Notary's name (printed):
Notary's commission expires:

Revised on 12/27/2006

Document

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	05/02/2007 07:36 AM	
Instrument #:	D207150028	
	LSE 3 PGS	$20.00

By: _____

D207150028

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 (4-76) Revised Paid Up
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 19th day of July 2006, between Christopher Smith and wife, Marie-José Smith, Lessor (whether one or more), whose address is 1020 Meadow Breeze Court Burleson, Tx 76028, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100----------Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to wit:

1.2936 acres of land, more or less, being all of Lot 3, Block 1, of the Beach Industrial District, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 388-141, Page 50, of the Plat Records of Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **five (5)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such **one-fifth (1/5)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear **one-fifth (1/5)** of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee **one-fifth (1/5)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products **one-fifth (1/5)** of the amount realized from the sale of gasoline or other products extracted therefrom and **one-fifth (1/5)** of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and *thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or* market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited at the Lessor's address given above or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessees pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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 or reworking 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 60 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 Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 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. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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6. Lessee shall have the ri[redacted] any time during or after the expiration of this lease to remove all property [redacted]tures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If, after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

SEE EXHIBIT "A" ATTACHED HERETO, AND BY REFERENCE, MADE A PART HEREOF.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Christopher Smith

Marie-José Smith

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 19th day of July, 2006

by Christopher Smith and wife, Marie-José Smith

Notary Public, State of Texas
Notary's name (printed): Andrew T. Connally
Notary's commission expires: 09/19/09

ANDREW T. CONNALLY
Notary Public
STATE OF TEXAS
My Commission
Expires 09/19/2009

Document Document

EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN PAID UP OIL, GAS AND MINERAL LEASE DATE JULY 19, 2006 BETWEEN CHRISTOPHER SMITH AND WIFE, MARIE-JOSÉ SMITH, AS LESSOR, AND DALE RESOURCES, L.L.C., AS LESSEE.

11. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

12. It is agreed and understood that Lessor's royalty interest will never be charged with any part of Lessee's direct cost of producing, storing, separating, dehydrating, compressing or transporting (excluding common carrier tariffs if the sales price is a market value price at a delivery point significantly removed from the wellhead). The exception shall be for those costs, and other costs contractually deducted by the purchaser in an arm's length transaction making such products ready for sale and the price realized is the market price at the well by the Lessee. These provisions constitute a vital portion of the consideration for this Lease.

Unofficial Document

SHAW INTERESTS INC
P O BOX 9812

MIDLAND TX 79708

Submitter: SHAW INTERESTS INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	08/22/2006 01:06 PM	
Instrument #:	D206261349	
	OPR 4 PGS	$24.00

By: _____

D206261349

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 7th day of December, 2006, between Bran-Dan Partnership, LLC, Lessor (whether one or more), whose address is 1901 Foxborough Trail, Flower Mound, Texas 75028, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB 9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100---------Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

2.325 acres of land, more or less, being Lot 12R, Block 1, of the Colonial Manor Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Volume 388-103, Page 149, of the Plat Records, Tarrant County, Texas

.897 acres of land, more or less, being Lot 12, Block 11, of the Trueland Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Volume 711, Page 174, of the Plat Records, Tarrant County, Texas.

Said lands are hereby deemed to contain 3.222 acres of land, more or less

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty five percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-five percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty five percent (25%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessees pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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 or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term,

4

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 60 consecutive days, and if the 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 Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 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. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

By: Brandon Johnson
As: Member of Bran-Dan Partnership, LLC

By: Danna Tabor
As: Member of Bran-Dan Partnership, LLC

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 7th day of December, 2006,

by Brandon Johnson and Danna Tabor as members of the Bran-Dan Partnership, LLC, a Texas corporation, on behalf of said corporation.

RODNEY D. SUMMERVILLE
Notary Public, State of Texas
My Commission Expires
September 19, 2010

Notary Public, State of Texas
Notary's name (printed): RODNEY D. SUMMERVILLE
Notary's commission expires: SEPT 19, 2010

Revised on 9/26/2006

Document is NOT OFFICIAL! This Document is the property of the Denton County Clerk and is subject to the terms and conditions set forth on the Clerk's website

DALE RESOURCES LLC
2100 ROSS AVE #1870 LB 9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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Instrument #: D206405390
OPR 3 PGS $20.00

By:

D206405390

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4/76) Revised Paid Up
With 640 Acre Pooling Provision

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 13 day of DECEMBER, 2007, between [redacted], Lessor (whether one or more), whose address is [redacted], and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100---------Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

0.228 acres of land, more or less, being Blk C Lot 3, James, William Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain PLAT recorded in Volume 106, Page(s) 45, of the Official Public Records of Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-five percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-five percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty-five percent (25%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessees pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county, at any time when there is no unitized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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 or reworking 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 60 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 Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas or other

5

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed of record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Sign: James Warner
Print: James Warner

Sign: JAMES WARNER
Print:

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 13 day of December 2007
by (Lessor) JAMES WARNER

Kathy A Tercero
Notary Public, State of
Notary's name (printed):
Notary's commission expires:

KATHY ANN TERCERO
My Commission Expires
February 23, 2011

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 13 day of December 2007
by (Lessor) JAMES WARNER

Kathy A Tercero
Notary Public, State of
Notary's name (printed):
Notary's commission expires:

KATHY ANN TERCERO
My Commission Expires
February 23, 2011

Revised on 9/26/2006

COPY

DALE RESOURCES LLC
2100 ROSS AVE STE 1870-LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/27/2007 08:00 AM
Instrument #: D207455246
LSE 3 PGS $20.00

By: _____

D207455246

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: NT

Unofficial Document

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Producers 88 (4-96) Revised Paid Up
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 8th day of May 2006, between Robertson-Campbell Company, Lessor (whether one or more), whose address is P. O. Box 2282, Fort Worth, Texas 76113, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100---------Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon said on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to wit:

TRACT 1

8.3 acres of land, more or less, being all of Block 1, of the Conner Avenue Industrial Addition, an addition to the City of Fort Worth, Tarrant County, Texas, and being more particularly described by metes and bounds in TRACT No. 1 of that certain deed dated June 15, 1980, from Berkley Properties, as Grantor, to Robertson-Campbell Company, as Grantee, and recorded in Volume 6950, Page 1426, of the Official Public Records of Tarrant County, Texas.

TRACT 2

4.568 acres of land, more or less, being a portion of Block 2, of the Conner Avenue Industrial Addition, an addition to the City of Fort Worth, Tarrant County, Texas, and being more particularly described by metes and bounds in TRACT No. 2 of that certain deed dated June 15, 1980, from Berkley Properties, Grantor, to Robertson-Campbell Company, as Grantee, and recorded in Volume 6950, Page 1426, of the Official Public Records of Tarrant County, Texas.

TRACT 3

8.591 acres of land, more or less, being a tract of land out of the William Mann Survey, Abstract No. 996, Tarrant County, Texas, and being more particularly described by metes and bounds in TRACT No. 3 of that certain deed dated June 15, 1980, from Berkley Properties, Grantor, to Robertson-Campbell Company, as Grantee, and recorded in Volume 6950, Page 1426, of the Official Public Records of Tarrant County, Texas.

TRACT 4

0.854 acres of land, more or less, being situated in Tarrant County, Texas, and being Lot Twenty-Two (22) of Berwyn Addition to the City of Fort Worth, Texas, as recorded in Volume 705, page 584 Deed Records of Tarrant County, Texas

TRACT 5

1.807 acres of land, more or less, being a tract of land out of the Conner Avenue Industrial Addition, an addition to the City of Fort Worth, Tarrant County, Texas, and out of the William Mann Survey, Abstract No. 996, Tarrant County, Texas, and being more particularly described by metes and bounds in TRACT No. 5 of that certain deed dated June 15, 1980, from Berkley Properties, Grantor, to Robertson-Campbell Company, as Grantee, and recorded in Volume 6950, Page 1426, of the Official Public Records of Tarrant County, Texas.

Said lands are hereby deemed to contain 24.12 acres of land, more or less.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **three (3)** years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal **twenty five (25%)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such **twenty five (25%)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear **twenty five (25%)** of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee **twenty five (25%)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products **twenty five (25%)** of the amount realized from the sale of gasoline or other products extracted therefrom and **twenty five (25%)** of the amount realized from the sale of residue gas after deducting the amounts used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who, at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited at the Lessor's address given above or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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4. Lessee shall have the ri[redacted] not the obligation to pool all or any part of the leased premises or interest[redacted] with any other lands or interests, as to any or all depths or zones, and [redacted] any or all substances covered by this lease, either before or after the com[redacted]ment of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessees pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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 or reworking 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 60 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 Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 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. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other minerals in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien, with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

SEE EXHIBIT "A" ATTACHED HERETO, AND BY REFERENCE, MADE A PART HEREOF.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Robertson-Campbell Company

Ralph G Campbell Jr

By: Ralph G. Campbell, Jr.

Its: Managing Partner

Confidential

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 8th day of May , 2006

By: Ralph G. Campbell, Jr. as Managing Partner of Robertson-Campbell Company, a partnership, on behalf of said partnership.

Ronnie L. Pierce

Notary Public, State of Texas
Notary's name (printed): ~~XXXXXXXXXX~~ Ronnie L. Pierce
Notary's commission expires: ~~XX/XX/XX~~ June 21, 2009

RONNIE L. PIERCE
MY COMMISSION EXPIRES
June 21, 2009

Unofficial Document

EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN PAID UP OIL, GAS AND MINERAL LEASE DATED May 8, 2006 BETWEEN ROBERTSON-CAMPBELL COMPANY, AS LESSOR, AND DALE RESOURCES, L.L.C., AS LESSEE.

11. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

12. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease this lease has not been, or it is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional two (2) year(s) by paying or tendering to Lessor by check the sum of $1,500.00 multiplied by the net mineral acres subject to this lease. Said payment or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is five (5) years.

Unofficial Document

SHAW INTERESTS INC
P O BOX 9612

MIDLAND TX 79708

Submitter: SHAW INTERESTS INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/06/2006 11:58 AM

Instrument #: D206169410

OPR 5 PGS $20.00

By: _____

D206169410

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

Notice of Confidential Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 14th day of September, 2006, between United Land Holdings Ltd., a general partnership, Lessor (whether one or more), whose address is 1550 Edison Street, Dallas, Texas 75207, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100---------Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at

or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessees pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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 or reworking 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 60 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 Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 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. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities shall be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a

7

reasonably prudent operator would under the same or similar circumstances. Lessee may at any time execute deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease to such portion or portions and be relieved of all obligations as to the acreage surrendered.

5. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Raymond T. Williams

By: Raymond T. Williams
As: Partner

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 14th day of September, 2006,

by : Raymond T. Williams as Partner for United Land Holdings Ltd., a general partnership,on behalf of said partnership.

SHARON THAMES
Notary Public, State of Texas
My Commission Expires
- 09, 2010

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF

COUNTY OF

This instrument was acknowledged before me on the day of

by .

Notary Public, State of
Notary's name (printed):
Notary's commission expires:

Document

Exhibit "A"

Attached to and made part of that certain Oil and Gas Lease dated the 14th of September, 2006, by and between United Land Holdings Ltd., as Lessor, and Dale Resources, L.L.C., as Lessee("Lease"), to wit:

.192 acres of land, more or less, being Lots 8, and 9, Block 2, out of the Webb Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Volume 388-F, Page 452, of the Plat Records of Tarrant County, Texas.

.035 acres of land, more or less being Tract 3A03 and Tract 3B1, out of the E.M. Daggett Survey, Abstract No. 431, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated May 31, 2005, recorded in Instrument Number D205183859, of the Deed Records of Tarrant County, Texas.

.351 acres of land, more or less, being Lots 3, 4, 5, 6 and 9, Block 48, out of the L. V. Manning Subdivision, a subdivision to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Volume 388, Page 56, of the Plat Records of Tarrant County, Texas.

.956 acres of land, more or less, being Lots 1R1 and 5R1, Block 85-R, out of the Fostepco Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Volume 388-188, Page 71, of the Plat Records of Tarrant County, Texas.

.264 acres of land, more or less, being Lots 9 and 10, Block 1, out of the Bassett Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Plat recorded in Volume 1348, Page 406, of the Plat Records of Tarrant County, Texas.

.111 acres of land, more or less, being Lot 11A, Block 1, out of the Bassett Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Plat recorded in Volume 388-109, Page 109, of the Plat Records of Tarrant County, Texas.

.344 acres of land, more or less, being Lot 4, out of the Sallie A. Conner Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Plat recorded in Volume 388, Page 34, of the Plat Records of Tarrant County, Texas.

Said lands are hereby deemed to contain 2.853 acres of land, more or less.

Unofficial Document

DALE RESOURCES LLC
2100 ROSS AVE #1870 LB 9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	12/18/2006 03:43 PM	
Instrument #:	D206398486	
	OPR 4 PGS	$24.00

By: _____

D206398486

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

4.

File No. MF109870

Leases

Date Filed: 11/24/08

Jerry Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 15, 2008

Mr. Brad Zhanel
Agent for Dale Property Services, LLC
3800 Alta Mesa Blvd., Suite 300
Ft. Worth, TX 76133

Dear Mr. Zhanel,

Re: State of Texas HROW Lease # **MF109870**

Enclosed you will find an original executed Highway Right-of-Way Lease for Tarrant County. Please proof your lease before filing it of record.

Please refer to this lease number in all future correspondence concerning this lease. Thank you for your assistance in this request.

Please review Section 4c regarding pooling, and ensure the GLO receives a copy of the recorded unit designation on this lease. Please send copies of the recorded Unit Designations and plats to my attention as soon as possible.

If you have any questions please feel free to contact my direct phone number, or email listed below, or you may contact Drew Reid at 512-475-1534.

Best regards,

Beverly Boyd

Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521
beverly.boyd@glo.state.tx.us

5.

File No. MF109870

SOO letter

Date Filed: 12/15/08

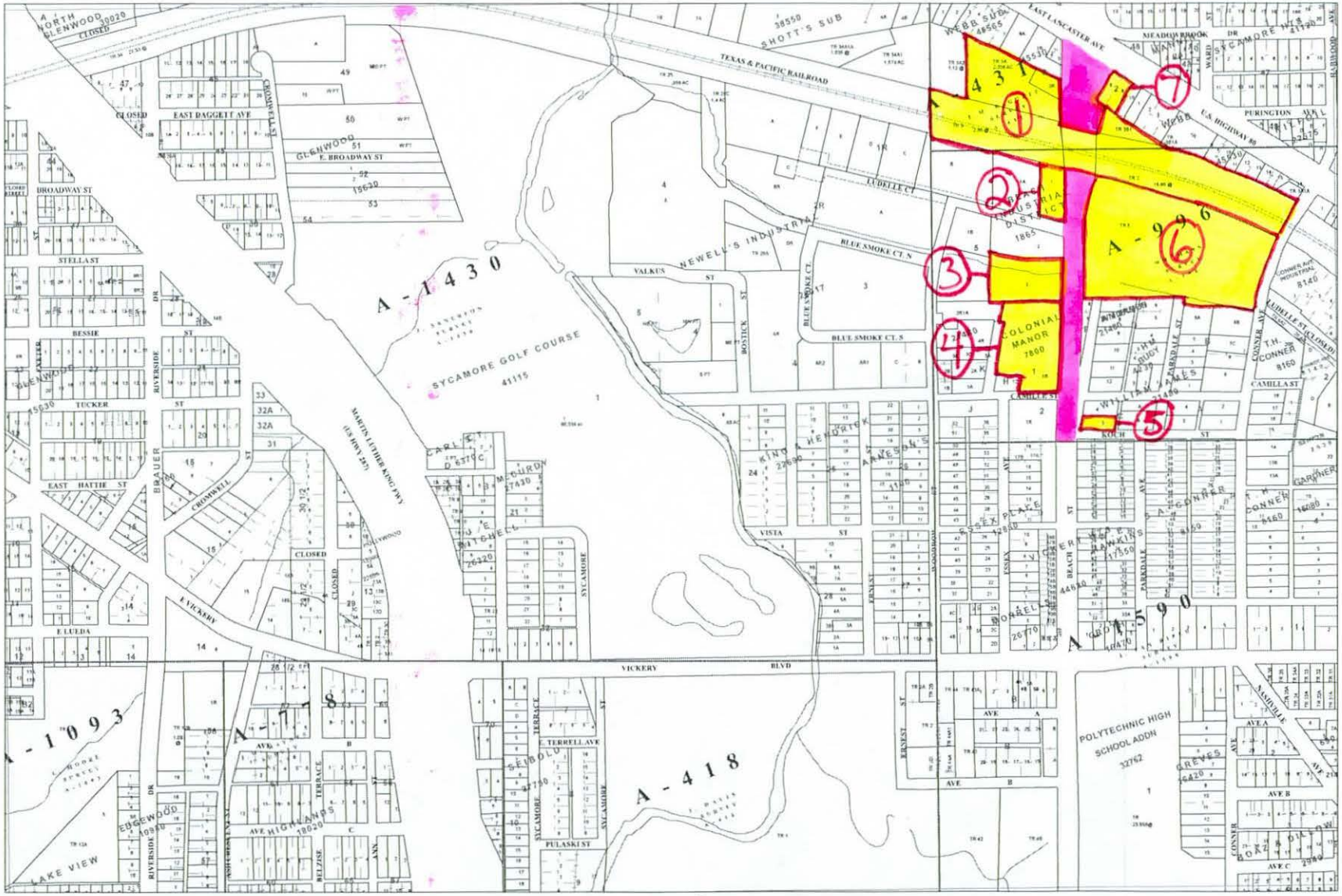
Jerry Patterson, Commissioner

By

- Dale Leasehold

- Beach St. R-O-W

* See Attached Plat Legend



Tarrant Appraisal District

This tax map was compiled solely for the use of Tarrant Appraisal District who assumes no responsibility for the content or accuracy of text other than the one indicated.

N W E S

0 100 200 400 600 800 1,000 Feet

Sep 29, 2008

2060-388

#6

File No. MF109870

Plat

Date Filed: 3-10-09

Jerry E. Patterson, Commissioner

By B Boyd



TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

June 16, 2009

Ann Vandenberg
Dale Property Services, LLC
2100 Ross Ave., Suite 1870, LB-9.
Dallas, TX 75201

RE: GLO Assignment ID # 6886

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

> Conveyance, executed May 1st, 2009, from Dale Property Services LLC, as Assignor, to Chesapeake Exploration, LLC, as Assignee. Tarrant Co. # D209130782.

Filing fees of $100.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

109870 ✓
109887
109909
109933

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

Exhibit "A"

GLO ID	*County*	*Lease*
6886	*Tarrant*	MF109870
6886	*Tarrant*	MF109887
6886	*Tarrant*	MF109909
6886	*Tarrant*	MF109933

Dale Property Services, LLC

June 5, 2009

Texas General Land Office
Attn: Beverly Boyd
Stephen F. Austin Building
1700 N. Congress
Austin, TX 78701

RE: Assignment of Certain GLO Leases From Dale Property Services, LLC to Chesapeake Exploration, L.L.C.

Gentlemen:

Pursuant to Paragraph 11 of the below-referenced Oil and Gas Leases, described in Exhibit "A", and attached hereto and made a part hereof, please be advised of an assignment of 100% of Dale Property Services, LLC working interest to Chesapeake Exploration, L.L.C. at the following address:

Chesapeake Exploration, L.L.C.
6100 N. Western Avenue
Oklahoma City, OK 73154-0496

Dale Property Services, LLC entered into Land Services Agreements for certain properties in Tarrant County, Texas with Chesapeake effective September 1, 2006, December 19, 2006 and August 1, 2007, respectively. The above lease covers one or more of the tracts of land which are within the Tarrant County sales area which we have agreed to assign to Chesapeake.

A certified copy of the recorded Conveyance of your lease to Chesapeake is enclosed for your files, along with the prescribed filing fee.

Sincerely yours,

Ann Vandenberg

Ann Vandenberg
Contracts Coordinator

2100 Ross Avenue • Suite 1870, LB-9 • Dallas, Texas 75201 • (214) 979-9010 • FAX (214) 969-9394

EXHIBIT "A"

Texas General Land Office Leases Assigned by Dale Property Services, LLC to Chesapeake Exploration, L.L.C., by Instrument Recorded 5/15/2009 in the Official Public Records of Tarrant County, Texas

Oil, Gas and Mineral Lease **No. 109870**, dated December 16, 2008, by and between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Dale Property Services, LLC, as Lessee, recorded as Document No. D209004901 of the Official Public Records of Tarrant County, Texas.

Oil, Gas and Mineral Lease **No. 109887**, dated December 16, 2008, by and between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Dale Property Services, LLC, as Lessee, recorded as Document No. D209004900 of the Official Public Records of Tarrant County, Texas.

Oil, Gas and Mineral Lease **No. 109909**, dated December 16, 2008, by and between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Dale Property Services, LLC, as Lessee, recorded as Document No. D209007204 of the Official Public Records of Tarrant County, Texas.

Oil, Gas and Mineral Lease **No. 109933**, dated February 3, 2009, by and between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Dale Property Services, LLC, as Lessee, recorded as Document No. D209040190 of the Official Public Records of Tarrant County, Texas.

09015131

129

X 100.00



DALE OPERATING COMPANY
OPERATING ACCOUNT
2100 ROSS AVE., STE. 1870
DALLAS, TX 75201
214-979-9010

Comerica Bank
Comerica Bank
www.comerica.com

1572

DATE June 1, 2009

[redacted]

PAY TO THE ORDER OF Texas General Land Office $ *******100.00

******One Hundred and 00/100********** DOLLARS

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNTS

Filing Fee			

Security Features Details on Back.

MP

⑈001572⑈ [redacted]

50-6 .9

27

CONVEYANCE

Dale Property Services, LLC (herein called "Grantor"), for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), subject to the exception and reservation set forth below, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto Chesapeake Exploration, L.L.C., (herein called "Grantee"), whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118, all of Grantor's right, title and interest in and to the oil and gas leases described in Exhibit A attached hereto and made a part hereof (the "Leases").

There is hereby SAVED AND EXCEPTED from this Conveyance, and reserved to Grantor, an overriding royalty equal to 1% of 8/8ths of all oil, gas and other minerals produced, saved and marketed from the lands covered by the Leases (the "ORRI").

Except as provided herein to the contrary, the ORRI shall be paid or delivered to Grantor in the same manner, by the same method, at the same time, and under the same conditions as is provided in the Leases for the payment and delivery of royalty to the lessors under the applicable Lease.

The ORRI shall be free and clear of all cost, risk and expense of drilling for and production of oil, gas and other minerals produced from the Leases, but shall bear its proportion of all off lease post production costs, severance, production, or any other taxes now or hereafter applicable thereto or affecting same, and shall be computed only after deducting its proportionate share of all minerals used for operations upon the lands covered by the Leases, or upon any unit comprising all or any portion of same.

In the event the Leases, or any one of them, cover less than One Hundred Percent (100%) of mineral estate in and to the lands covered by such Lease(s), then the ORRI, as to the lands in which such Lease(s) do not cover such One Hundred Percent (100%), shall be reduced to the proportion thereof which the mineral interest percentage covered by such Lease(s) in such lands bears to One Hundred Percent (100%).

In the event Grantor owns less than One Hundred Percent (100%) interest in the Leases, or in any one of them, then the ORRI shall be reduced to the proportion thereof which the interest in such Lease(s) owned by Grantor bears to One Hundred Percent (100%).

Grantee shall have the right, at its election, to pool the Leases, or any of them, with each other or with other leases or lands, in the manner and with the same effect as authorized under the terms of the Leases as now constituted or as hereafter amended or as may be hereafter authorized by the lessor thereof. If pooling occurs, the ORRI attributable to production from such pooled unit shall be in the proportion that the amount of acreage subject to the ORRI included in such pooled unit bears to the total amount of acreage in such pooled unit.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS SUZANNE HENDERSON, COUNTY CLERK

The ORRI shall apply to any new lease, renewal or extension of any of the Leases that may be acquired by Grantee, its successors or assigns, within one (1) year after the expiration of such Lease. For the purposes of this provision "extension" is defined as an amendment to any of the Leases extending the term of such Lease and "new lease" or "renewal" are defined as a new lease acquired by Grantee covering all or any portion of the same mineral rights and interests now covered by any of the Leases.

TO HAVE AND TO HOLD the Leases unto Grantee, and its successors and assigns, forever.

GRANTOR AGREES TO WARRANT AND FOREVER DEFEND TITLE TO THE LEASES UNTO GRANTEE AND ITS SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE. THE EXPRESS WARRANTY OF TITLE SET FORTH ABOVE IS EXCLUSIVE, AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES.

By acceptance of this Conveyance, Grantee has agreed (i) to assume, and to timely pay and perform, all duties, obligations and liabilities relating to the ownership and/or operation of the Leases and (ii) to indemnify and hold Grantor, its affiliates, and its and their respective directors, officers, employees, attorneys, contractors and agents harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, costs or expenses (including, without limitation, court costs and attorneys' fees) of any kind or character arising out of or otherwise relating to the ownership and/or operation of the Leases. **THE FOREGOING ASSUMPTIONS AND INDEMNIFICATIONS SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF GRANTOR OR ANY OTHER INDEMNIFIED PARTY, OR (ii) STRICT LIABILITY.**

The terms and provisions of this Conveyance shall be binding on and inure to the benefit of Grantor and Grantee and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF this Conveyance is executed by the parties hereto on the dates of their respective acknowledgments, but made effective for all purposes as of the date of each Lease as set forth on Exhibit "A" or, if applicable, such later date on which such lease or interest therein was acquired by Assignor.

DALE PROPERTY SERVICES, LLC

By: _____
Name: BRANDON BUFORD
Its: MANAGER

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CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma limited liability company

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

CSM

[acknowledgments]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of April, 2009, by Brandon Burford Manager of Dale Property Services, LLC, a Texas limited liability company, on behalf of said company.

ANN F. VANDENBERG
Notary Public,
State of Texas
Comm. Exp. 02-13-13

_____
Notary Public, State of Texas

_____
(Stamp/Printed Name of Notary
and Date Commission Expires)

Ann Vandenberg
Printed Name

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 1st day of May, 2009, by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company on behalf of said company.

CHERYL DELZER
NOTARY
#07004136
EXP. 04/30/11
PUBLIC
STATE OF OKLAHOMA

_____
Notary Public, State of Oklahoma

_____
(Stamp/Printed Name of Notary
and Date Commission Expires)

_____
Printed Name

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EXHIBIT "A"
TO CONVEYANCE

Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
135966	SE FORT WORTH	WILLIE MAE MITCHELL	DALE PROPERTY SERVICES, LLC	11/21/2008	D208456904	Tarrant	Texas
135967	GLOBAL MISC	SOUTHLAKE WATERMARK HOLDING L P	DALE PROPERTY SERVICES, LLC	9/26/2008	D208457233	Tarrant	Texas
135968	GLOBAL MISC	ZACKERY & MICHELLE PERRY	DALE PROPERTY SERVICES, LLC	9/18/2008	D208457258	Tarrant	Texas
135970	GLOBAL MISC	SOUTHLAKE CARE GROUP L P	DALE PROPERTY SERVICES, LLC	9/26/2008	D208457259	Tarrant	Texas
135971	GLOBAL MISC	KENNETH ROBINSON	DALE PROPERTY SERVICES, LLC	7/18/2008	D208457279	Tarrant	Texas
135972	GLOBAL MISC	CHARLES & LINDA ELHOFF	DALE PROPERTY SERVICES, LLC	8/18/2008	D208457280	Tarrant	Texas
135973	GLOBAL MISC	CATHERINE & DAVID LAROCHE	DALE PROPERTY SERVICES, LLC	8/7/2008	D208457281	Tarrant	Texas
135975	GLOBAL MISC	KENNETH & DARLA SMITH	DALE PROPERTY SERVICES, LLC	8/5/2008	D208457282	Tarrant	Texas
135976	WEST GATEWAY	BILLY FREEMAN MAUPIN	DALE PROPERTY SERVICES, LLC	8/30/2008	D208428845	Tarrant	Texas
135977	WEST FORK	SCOTT R DAVIDSON	DALE PROPERTY SERVICES, LLC	7/10/2008	D208280065	Tarrant	Texas
135979	SOUTH ARLINGTON	CHARLES & TERRI CRAYNE	DALE PROPERTY SERVICES, LLC	3/21/2008	D208432374	Tarrant	Texas
135981	GLOBAL MISC	STEPHAN J APALISKI M D	DALE PROPERTY SERVICES, LLC	11/11/2008	D208432373	Tarrant	Texas
135982	GLOBAL MISC	APALISKI ENTERPRISES INC	DALE PROPERTY SERVICES, LLC	11/11/2008	D208432371	Tarrant	Texas
135983	SOUTH ARLINGTON	ANJALI BOSE	DALE PROPERTY SERVICES, LLC	8/6/2008	D208432270	Tarrant	Texas
135984	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC.	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
135985	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
135986	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
135987	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
135988	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
135989	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
135990	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
135992	SOUTH ARLINGTON	FANNIN FARM ASSOCIATIN INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
135993	SE FORT WORTH	CARL SCHUDER JR	DALE PROPERTY SERVICES, LLC	11/25/2008	D208438945	Tarrant	Texas
135995	WEST GATEWAY	STATE OF TEXAS 109909	DALE PROPERTY SERVICES, LLC	12/16/2008	D209007204	Tarrant	Texas
135996	GLOBAL MISC	JOE PNKERTON JR ESTATE	DALE PROPERTY SERVICES, LLC	10/20/2008	D208461034	Tarrant	Texas
135997	WEST GATEWAY	GEORGE GARCIA	DALE PROPERTY SERVICES, LLC	12/1/2008	D208461035	Tarrant	Texas
135998	WEST GATEWAY	MUSTAFA NADAT 109933	DALE PROPERTY SERVICES, LLC	9/2/2008	D208461040	Tarrant	Texas
135999	100% CHK WEST GATEWAY	COMMISSIONER OF THE GENERAL LAND OFFICE	DALE PROPERTY SERVICES, LLC	2/3/2009	D209040190	Tarrant	Texas
136000	SE FORT WORTH	DEANNA K WELCH	DALE PROPERTY SERVICES, LLC	9/27/2008	D208373831	Tarrant	Texas
136001	SE FORT WORTH	PATRICIA K HARTIS	DALE PROPERTY SERVICES, LLC	9/23/2008	D208369746	Tarrant	Texas
136002	SE FORT WORTH	CYD SELLERS	DALE PROPERTY SERVICES, LLC	10/7/2008	D208386644	Tarrant	Texas
136003	SE FORT WORTH	ABDULAHI MOHAMMED	DALE PROPERTY SERVICES, LLC	9/19/2008	D208365566	Tarrant	Texas
136004	SE FORT WORTH	CHARLIE DAVIS	DALE PROPERTY SERVICES, LLC	9/18/2008	D208368979	Tarrant	Texas
136005	SE FORT WORTH	LLARANCE L. TURNER & RENONDA ST CYR	DALE PROPERTY SERVICES, LLC	9/10/2008	D208369745	Tarrant	Texas
136006	SE FORT WORTH	FRANCES M HOGAN	DALE PROPERTY SERVICES, LLC	8/23/2008	D208373832	Tarrant	Texas
136007	SE FORT WORTH	FRANCES M HOGAN	DALE PROPERTY SERVICES, LLC	8/23/2008	D208373829	Tarrant	Texas
136009	SE FORT WORTH	FRANCES M HOGAN	DALE PROPERTY SERVICES, LLC	8/23/2008	D208373833	Tarrant	Texas
136010	SE FORT WORTH	FRANCES M HOGAN	DALE PROPERTY SERVICES, LLC	8/23/2008	D208373834	Tarrant	Texas
136011	SE FORT WORTH	FRANCES M HOGAN	DALE PROPERTY SERVICES, LLC	8/23/2008	D208373830	Tarrant	Texas
136012	SE FORT WORTH	PATRICIA K HARTIS	DALE PROPERTY SERVICES, LLC	9/23/2008	D208369747	Tarrant	Texas
136013	GLOBAL MISC	ELIGIO & ESTHER GOODWIN	DALE PROPERTY SERVICES, LLC	9/15/2008	D208442843	Tarrant	Texas
136016	GLOBAL MISC	STERLING MANAGEMEN & INV GRP	DALE PROPERTY SERVICES, LLC	8/27/2008	D208450994	Tarrant	Texas
136017	GLOBAL MISC	BIANCA RIVER EQUITIES, LLC	DALE PROPERTY SERVICES, LLC	8/27/2008	D208450995	Tarrant	Texas

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EXHIBIT "A"
TO CONVEYANCE

Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
136018	WEST FORK	GEORGE & SIDNEY PARSLEY	DALE PROPERTY SERVICES, LLC	10/23/2008	D208447043	Tarrant	Texas
136019	GLOBAL MISC	MARY JANE DAILEY	DALE PROPERTY SERVICES, LLC	11/13/2008	D208452068	Tarrant	Texas
136020	SE FORT WORTH	J & J LENDING CORP	DALE PROPERTY SERVICES, LLC	9/25/2008	D208461037	Tarrant	Texas
136021	SE FORT WORTH	MARVIN E LEVELS & WILMER GEORGE LEVELS	DALE PROPERTY SERVICES, LLC	10/24/2008	D208461032	Tarrant	Texas
136022	SE FORT WORTH	LUCERO RAMIREZ	DALE PROPERTY SERVICES, LLC	11/17/2008	D208461033	Tarrant	Texas
136023	WEST FORK	DANIEL & NATALIE MUNOZ	DALE PROPERTY SERVICES, LLC	10/21/2008	D208461002	Tarrant	Texas
136024	WEST FORK	ROBERT & RHEA ANN RETTKE	DALE PROPERTY SERVICES, LLC	10/20/2008	D208461003	Tarrant	Texas
136025	WEST FORK	KRISTINA YOWS EXEC. OF ESTATE OF JUANICE	DALE PROPERTY SERVICES, LLC	10/24/2008	D208460978	Tarrant	Texas
136026	WEST FORK	MY VIET NGUYEN	DALE PROPERTY SERVICES, LLC	10/22/2008	D208461004	Tarrant	Texas
136027	SOUTH ARLINGTON	JACK D STOVALL	DALE PROPERTY SERVICES, LLC	10/21/2008	D208446149	Tarrant	Texas
136028	WEST FORK	WILLIAM MURRAY & JOHNNIE EVANS	DALE PROPERTY SERVICES, LLC	10/2/2008	D208460979	Tarrant	Texas
136029	WEST FORK	ROBERT CUNNINGHAM ETAL	DALE PROPERTY SERVICES, LLC	10/9/2008	D208461227	Tarrant	Texas
136030	SOUTH ARLINGTON	J R J PROPERTIES LTD	DALE PROPERTY SERVICES, LLC	10/21/2008	D208446148	Tarrant	Texas
136031	WEST FORK	JAMES & SUN TRUSSELL	DALE PROPERTY SERVICES, LLC	10/13/2008	D208461010	Tarrant	Texas
136032	WEST FORK	ROBERT & PEGGY BLACKMON	DALE PROPERTY SERVICES, LLC	9/17/2008	D208461006	Tarrant	Texas
136033	SOUTH ARLINGTON	THE SKYLAR FOSTER-GILBERT	DALE PROPERTY SERVICES, LLC	10/22/2008	D208446147	Tarrant	Texas
136034	WEST FORK	CARL & SONJA CRUTISON	DALE PROPERTY SERVICES, LLC	10/29/2008	D208460980	Tarrant	Texas
136035	WEST FORK	RAFAEL & IZZA ANDRADE	DALE PROPERTY SERVICES, LLC	10/30/2008	D208461007	Tarrant	Texas
136036	WEST FORK	VAHID KHARRAZI	DALE PROPERTY SERVICES, LLC	10/30/2008	D208460981	Tarrant	Texas
136037	WEST FORK	COREY & SHEREE COLLINS	DALE PROPERTY SERVICES, LLC	11/5/2008	D208461008	Tarrant	Texas
136038	WEST FORK	NINA HA & TOMMY KHONG	DALE PROPERTY SERVICES, LLC	10/28/2008	D208460982	Tarrant	Texas
136039	WEST FORK	INGLESIA NI CRISTO	DALE PROPERTY SERVICES, LLC	11/5/2008	D208461009	Tarrant	Texas
136040	WEST FORK	STEPHANIE B DUPLANTIS	DALE PROPERTY SERVICES, LLC	10/29/2008	D208450251	Tarrant	Texas
136041	WEST FORK	TERRY & KRISTEN STEWART	DALE PROPERTY SERVICES, LLC	10/7/2008	D208461005	Tarrant	Texas
136042	PIONEER PARKWAY	COMMISSIONER OF THE GENERAL LAND OFFICE	DALE PROPERTY SERVICES, LLC	7/1/2008	D208302833	Tarrant	Texas
136043	WEST FORK	JENN-HWAN MA & SHOU-HUI CHENG	DALE PROPERTY SERVICES, LLC	10/30/2008	D208460983	Tarrant	Texas
136044	WEST FORK	DONNA RAMOS	DALE PROPERTY SERVICES, LLC	10/30/2008	D209004426	Tarrant	Texas
136045	WEST FORK	COMMISSIONER OF THE GENERAL LAND OFFICE	DALE PROPERTY SERVICES, LLC	10/7/2008	D208411377	Tarrant	Texas
136046	WEST FORK	JUAN & JOANN PADILLA	DALE PROPERTY SERVICES, LLC	10/30/2008	D208460984	Tarrant	Texas
136047	WEST FORK	SONYA KNOX	DALE PROPERTY SERVICES, LLC	10/24/2008	D208460985	Tarrant	Texas
136048	GLOBAL MISC	WINDSOR PARK-MCCART	DALE PROPERTY SERVICES, LLC	10/1/2008	D208448216	Tarrant	Texas
136049	WEST FORK	RANDALL J. LAMERE	DALE PROPERTY SERVICES, LLC	10/22/2008	D208460986	Tarrant	Texas
136050	WEST GATEWAY	FRANCISCO TEJEDA & EVA ALEJANDRA CEJA	DALE PROPERTY SERVICES, LLC	11/21/2008	D208460987	Tarrant	Texas
136051	WEST FORK	ELAINE LORETTA GERBER	DALE PROPERTY SERVICES, LLC	10/29/2008	D208460988	Tarrant	Texas
136052	WEST FORK	BECKY LOU LANE	DALE PROPERTY SERVICES, LLC	10/21/2008	D208460989	Tarrant	Texas
136053	WEST FORK	JOSE ROBERTO BAHENA	DALE PROPERTY SERVICES, LLC	10/29/2008	D208460990	Tarrant	Texas
136054	WEST FORK	ANNE REYNOLDS FELIX	DALE PROPERTY SERVICES, LLC	10/30/2008	D208460991	Tarrant	Texas
136055	WEST FORK	PAUL J. PEMPSELL	DALE PROPERTY SERVICES, LLC	10/30/2008	D208460992	Tarrant	Texas
136056	WEST FORK	HECTOR & RHONDA JOINER	DALE PROPERTY SERVICES, LLC	10/28/2008	D208460993	Tarrant	Texas
136058	WEST FORK	CHARLES YOUNGMAN	DALE PROPERTY SERVICES, LLC	10/17/2008	D208461046	Tarrant	Texas
136059	WEST FORK	SALLY YOUNGMAN	DALE PROPERTY SERVICES, LLC	10/17/2008	D208461047	Tarrant	Texas
136060	WEST FORK	STEPHANIE EVANS	DALE PROPERTY SERVICES, LLC	10/2/2008	D208461048	Tarrant	Texas
136061	GLOBAL MISC	RONNIE & ROUAIDE COLEMAN	DALE PROPERTY SERVICES, LLC	5/5/2008	D208441366	Tarrant	Texas

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Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
136062	GLOBAL MISC	VDM, L.P.	DALE PROPERTY SERVICES, LLC	9/4/2008	D208441374	Tarrant	Texas
136063	WEST FORK	ANNE BOYD WAINWRIGHT	DALE PROPERTY SERVICES, LLC	9/26/2008	D208461049	Tarrant	Texas
136064	WEST FORK	CEDRINA TODD	DALE PROPERTY SERVICES, LLC	10/23/2008	D208461050	Tarrant	Texas
136065	GLOBAL MISC	VDM, L . P.	DALE PROPERTY SERVICES, LLC	9/4/2008	D208441373	Tarrant	Texas
136066	WEST FORK	JULIE GRAY	DALE PROPERTY SERVICES, LLC	9/12/2008	D208461051	Tarrant	Texas
136067	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136068	WEST FORK	HARMONY MISSIONARY BAPTIST CHURCH	DALE PROPERTY SERVICES, LLC	8/8/2008	D208461052	Tarrant	Texas
136069	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136070	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136071	WEST FORK	INGLESIA NI CRISTO	DALE PROPERTY SERVICES, LLC	11/5/2008	D208461053	Tarrant	Texas
136072	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136073	WEST FORK	STEPHANIE DAVIS	DALE PROPERTY SERVICES, LLC	10/30/2008	D208461054	Tarrant	Texas
136074	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136075	WEST FORK	LUCIO & CLARA ZAMARRIPA	DALE PROPERTY SERVICES, LLC	10/28/2008	D208461055	Tarrant	Texas
136076	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136077	WEST FORK	TIMOTHY NELSON A.I.F. FOR THEODORE NELSO	DALE PROPERTY SERVICES, LLC	10/31/2008	D208461056	Tarrant	Texas
136078	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136079	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136080	WEST FORK	DAVID & ROCIO SANCHEZ	DALE PROPERTY SERVICES, LLC	9/24/2008	D208461036	Tarrant	Texas
136081	GLOBAL MISC	PATRICA & KEITH KIRKPATRICK	DALE PROPERTY SERVICES, LLC	10/27/2008	D208461391	Tarrant	Texas
136082	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136083	GLOBAL MISC	MICHAEL GRAYSON	DALE PROPERTY SERVICES, LLC	11/25/2008	D208461392	Tarrant	Texas
136084	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136085	WEST FORK	ASHLEY & TOMMY MORRIS	DALE PROPERTY SERVICES, LLC	11/21/2008	D208461393	Tarrant	Texas
136086	SOUTH ARLINGTON	FANNI FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136087	WEST FORK	ABEL DURAN	DALE PROPERTY SERVICES, LLC	11/22/2008	D208451955	Tarrant	Texas
136088	GLOBAL MISC	CARY & HELEN HENDRICKS	DALE PROPERTY SERVICES, LLC	10/22/2008	D208461394	Tarrant	Texas
136089	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136090	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136091	WEST FORK	WARREN & SUSAN SMITH	DALE PROPERTY SERVICES, LLC	11/26/2008	D208461395	Tarrant	Texas
136092	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136093	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136094	GLOBAL MISC	DZUNG & CINDY TRUONG	DALE PROPERTY SERVICES, LLC	4/22/2008	D208451050	Tarrant	Texas
136095	GLOBAL MISC	EDWARD SEGOVIA	DALE PROPERTY SERVICES, LLC	9/11/2008	D208450252	Tarrant	Texas
136096	GLOBAL MISC	TERRY FARIES MATHERLY	DALE PROPERTY SERVICES, LLC	9/3/2008	D208450253	Tarrant	Texas
136097	WEST FORK	ALPHA RUSSELL	DALE PROPERTY SERVICES, LLC	11/24/2008	D208461396	Tarrant	Texas
136098	WEST FORK	FRANCISCO J CASTANEDA	DALE PROPERTY SERVICES, LLC	10/7/2008	D208459792	Tarrant	Texas
136099	WEST FORK	ALPHA RUSSELL	DALE PROPERTY SERVICES, LLC	11/24/2008	D208461397	Tarrant	Texas
136100	WEST FORK	RAMIRO & SILVIA LOPEZ	DALE PROPERTY SERVICES, LLC	11/25/2008	D208461398	Tarrant	Texas
136101	GLOBAL MISC	NANCY HERNANDEZ	DALE PROPERTY SERVICES, LLC	11/20/2008	D208451956	Tarrant	Texas
136102	WEST FORK	ANGELO & PAMELA RENTERIA	DALE PROPERTY SERVICES, LLC	11/25/2008	D208461399	Tarrant	Texas
136103	WEST FORK	TRACY THUY & DON DUNG TRANG	DALE PROPERTY SERVICES, LLC	10/30/2008	D208461331	Tarrant	Texas
136104	WEST FORK	BRENDA DIANNE BYARS	DALE PROPERTY SERVICES, LLC	11/17/2008	D208461011	Tarrant	Texas

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136105	WEST FORK	THOMAS ALLEN ROMANECK	DALE PROPERTY SERVICES, LLC	11/22/2008	D208461012	Tarrant	Texas
136106	WEST FORK	CHARLES & NORMA BECKETT	DALE PROPERTY SERVICES, LLC	10/23/2008	D208461332	Tarrant	Texas
136107	WEST FORK	CUNNINGHAM COMMERCIAL ENTERPRISES, INC	DALE PROPERTY SERVICES, LLC	11/18/2008	D208461333	Tarrant	Texas
136108	WEST FORK	JOHN P & EMILY P NEWHOUSE	DALE PROPERTY SERVICES, LLC	2/25/2008	D208461013	Tarrant	Texas
136109	GLOBAL MISC	NORETTA UPCHURCH	DALE PROPERTY SERVICES, LLC	11/14/2008	D208461014	Tarrant	Texas
136110	WEST FORK	TARIQ & FAYHAA MAHAMED	DALE PROPERTY SERVICES, LLC	8/19/2008	D208461334	Tarrant	Texas
136111	GLOBAL MISC	BARBARA WARREN	DALE PROPERTY SERVICES, LLC	11/18/2008	D208461015	Tarrant	Texas
136112	GLOBAL MISC	JORGE & BERNADETTE MANCERA	DALE PROPERTY SERVICES, LLC	11/17/2008	D208461016	Tarrant	Texas
136113	WEST FORK	GAYLORD & CHERYL MERCADAL	DALE PROPERTY SERVICES, LLC	9/12/2008	D208461335	Tarrant	Texas
136114	GLOBAL MISC	CONNIE LOUISE BAYER	DALE PROPERTY SERVICES, LLC	11/13/2008	D208461017	Tarrant	Texas
136115	WEST FORK	D C & PAULINE SANFORD	DALE PROPERTY SERVICES, LLC	11/10/2008	D208461018	Tarrant	Texas
136116	WEST FORK	ELIZABETH A SHIELDS	DALE PROPERTY SERVICES, LLC	11/19/2008	D208461019	Tarrant	Texas
136117	WEST FORK	SAMUEL J BERTLING	DALE PROPERTY SERVICES, LLC	9/14/2008	D208461336	Tarrant	Texas
136118	WEST FORK	BILLY & NANCY GILBERT	DALE PROPERTY SERVICES, LLC	11/10/2008	D208461020	Tarrant	Texas
136119	WEST FORK	CHARLES & BARBARA HEMBREE	DALE PROPERTY SERVICES, LLC	9/9/2008	D208461337	Tarrant	Texas
136120	GLOBAL MISC	WILLIE HINES	DALE PROPERTY SERVICES, LLC	11/20/2008	D208461021	Tarrant	Texas
136121	GLOBAL MISC	SANDRA CHERYL SCHNEIDER	DALE PROPERTY SERVICES, LLC	11/20/2008	D208461022	Tarrant	Texas
136122	WEST FORK	SEAN MEYER	DALE PROPERTY SERVICES, LLC	9/25/2008	D208461338	Tarrant	Texas
136123	GLOBAL MISC	BRUCE & LAURA MACDONALD	DALE PROPERTY SERVICES, LLC	11/23/2008	D208461023	Tarrant	Texas
136124	WEST FORK	CHARLES & MARY BROCKHOUSE	DALE PROPERTY SERVICES, LLC	9/26/2008	D208461339	Tarrant	Texas
136125	FOSSIL CREEK	LINDA CARRIGAN	DALE PROPERTY SERVICES, LLC	11/20/2008	D208460923	Tarrant	Texas
136126	WEST FORK	DAVID & DIANE FORBERG	DALE PROPERTY SERVICES, LLC	9/30/2008	D208461340	Tarrant	Texas
136127	WEST FORK	SHARON TREWHITT	DALE PROPERTY SERVICES, LLC	11/21/2008	D208460924	Tarrant	Texas
136128	WEST FORK	LARRY & ELSA WRIGHT	DALE PROPERTY SERVICES, LLC	9/29/2008	D208461341	Tarrant	Texas
136129	WEST FORK	SHARON TREWHITT	DALE PROPERTY SERVICES, LLC	11/21/2008	D208460925	Tarrant	Texas
136130	WEST FORK	BRENT & RACHAEL BRENT	DALE PROPERTY SERVICES, LLC	9/23/2008	D208461342	Tarrant	Texas
136131	WEST FORK	SHARON TREWHITT	DALE PROPERTY SERVICES, LLC	11/21/2008	D208460926	Tarrant	Texas
136132	FOSSIL CREEK	DEE & SAUNDRA TUCKER	DALE PROPERTY SERVICES, LLC	11/18/2008	D208460927	Tarrant	Texas
136133	WEST FORK	ROBERT & MARLEN SNEDEKER	DALE PROPERTY SERVICES, LLC	9/25/2008	D208461343	Tarrant	Texas
136134	GLOBAL MISC	DORIS WILKERSON	DALE PROPERTY SERVICES, LLC	11/14/2008	D208460928	Tarrant	Texas
136135	FOSSIL CREEK	DUSTIN & MELISSA MCWILLIAMS	DALE PROPERTY SERVICES, LLC	11/25/2008	D208460929	Tarrant	Texas
136136	WEST FORK	CHAROLETE T HACKETT	DALE PROPERTY SERVICES, LLC	9/30/2008	D208461344	Tarrant	Texas
136137	GLOBAL MISC	JOSE 7 ELIAZAR RODRIGUEZ	DALE PROPERTY SERVICES, LLC	11/18/2008	D208460931	Tarrant	Texas
136138	WEST FORK	MARY BRITTON	DALE PROPERTY SERVICES, LLC	12/2/2008	D208460930	Tarrant	Texas
136139	WEST FORK	MELISSA & RON DEATON	DALE PROPERTY SERVICES, LLC	8/29/2008	D208461345	Tarrant	Texas
136140	GLOBAL MISC	JESUS DIAZ	DALE PROPERTY SERVICES, LLC	12/2/2008	D208460932	Tarrant	Texas
136141	WEST FORK	GLEN & NARCELLA MULLINS	DALE PROPERTY SERVICES, LLC	9/27/2008	D208461346	Tarrant	Texas
136142	WEST FORK	SHARON & JOHN TREWHITT	DALE PROPERTY SERVICES, LLC	11/21/2008	D208460933	Tarrant	Texas
136143	WEST FORK	GERALD & KENNETH VALENTINE	DALE PROPERTY SERVICES, LLC	9/15/2008	D208461408	Tarrant	Texas
136144	WEST FORK	PATRICK & LINDA MITCHELL	DALE PROPERTY SERVICES, LLC	9/30/2008	D208461512	Tarrant	Texas
136145	WEST GATEWAY	COMMISSIONER OF THE GENERAL LAND OFFICE	DALE PROPERTY SERVICES, LLC	10/7/2008	D208411376	Tarrant	Texas
136146	WEST FORK	VICTORIA RIVAS	DALE PROPERTY SERVICES, LLC	10/30/2008	D208461513	Tarrant	Texas
136147	WEST FORK	VICTORIA RIVAS	DALE PROPERTY SERVICES, LLC	10/30/2008	D208461514	Tarrant	Texas

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136148	WEST FORK	ROBERT & BARBARA GERAMY	DALE PROPERTY SERVICES, LLC	10/17/2008	D208461515	Tarrant	Texas
136150	WEST FORK	JAMES & DEBORA CALLIES	DALE PROPERTY SERVICES, LLC	9/30/2008	D208461517	Tarrant	Texas
136151	WEST FORK	RICARDO & ANA AVILA	DALE PROPERTY SERVICES, LLC	9/30/2008	D208461518	Tarrant	Texas
136153	WEST FORK	LESLIE CARROLL	DALE PROPERTY SERVICES, LLC	9/29/2008	D208461519	Tarrant	Texas
136154	WEST FORK	ALEXANDER ORELLANES	DALE PROPERTY SERVICES, LLC	10/22/2008	D208461520	Tarrant	Texas
136155	WEST FORK	HARVEY NAUERT	DALE PROPERTY SERVICES, LLC	10/22/2008	D208469140	Tarrant	Texas
136156	WEST FORK	JOHNATHAN SANDERS & TALANEDRA JONES	DALE PROPERTY SERVICES, LLC	10/25/2008	D208461521	Tarrant	Texas
136157	WEST FORK	DEBORAH ANDERSON & DEE B ANDERSON	DALE PROPERTY SERVICES, LLC	10/27/2008	D208469134	Tarrant	Texas
136160	WEST FORK	HUGO CHAMAGUA	DALE PROPERTY SERVICES, LLC	10/28/2008	D208461522	Tarrant	Texas
136162	WEST FORK	RHETT & ASHLEY PATTERSON	DALE PROPERTY SERVICES, LLC	10/17/2008	D208461523	Tarrant	Texas
136163	WEST FORK	WILLIAM G CAMPBELL	DALE PROPERTY SERVICES, LLC	10/29/2008	D208469137	Tarrant	Texas
136164	WEST FORK	BRYAN C & MARY F EDWARDS	DALE PROPERTY SERVICES, LLC	10/20/2008	D208469135	Tarrant	Texas
136165	WEST FORK	ANDY ELMAR	DALE PROPERTY SERVICES, LLC	7/1/2008	D208459797	Tarrant	Texas
136166	WEST FORK	MEADOWBROOK E BIBLE CHAPEL	DALE PROPERTY SERVICES, LLC	10/22/2008	D208469136	Tarrant	Texas
136168	WEST FORK	UPPAL BROS INC.	DALE PROPERTY SERVICES, LLC	5/5/2008	D209002354	Tarrant	Texas
136169	WEST FORK	CAREY RANDOLPH	DALE PROPERTY SERVICES, LLC	10/30/2008	D208461524	Tarrant	Texas
136170	FOSSIL CREEK	MICHAEL & JOSIE HATCH	DALE PROPERTY SERVICES, LLC	12/9/2008	D208460953	Tarrant	Texas
136171	WEST FORK	NATIONAL PRIDE OF TEXAS INC	DALE PROPERTY SERVICES, LLC	10/28/2008	D208469139	Tarrant	Texas
136172	WEST FORK	KATRINA SLONA	DALE PROPERTY SERVICES, LLC	10/24/2008	D208461525	Tarrant	Texas
136173	FOSSIL CREEK	CAROL & BARRY CHUNG	DALE PROPERTY SERVICES, LLC	12/9/2008	D208460954	Tarrant	Texas
136174	WEST FORK	LEGGETT, LEGGETT & LEGGETT	DALE PROPERTY SERVICES, LLC	10/30/2008	D208469138	Tarrant	Texas
136175	WEST FORK	KHALID & SUMAIRA MOLAI	DALE PROPERTY SERVICES, LLC	10/27/2008	D208461526	Tarrant	Texas
136177	WEST FORK	BHARAT & SHILPA KAMBLE	DALE PROPERTY SERVICES, LLC	8/14/2008	D208461453	Tarrant	Texas
136179	GLOBAL MISC	VOUNG DINH & BE THI T PHAN	DALE PROPERTY SERVICES, LLC	4/29/2008	D208468907	Tarrant	Texas
136180	WEST FORK	SHARON RIEDESEL	DALE PROPERTY SERVICES, LLC	7/27/2008	D208461409	Tarrant	Texas
136181	GLOBAL MISC	MARIA & C CASTANEDA SANTANA	DALE PROPERTY SERVICES, LLC	4/21/2008	D209018333	Tarrant	Texas
136182	WEST FORK	ANGELA L WILMORE	DALE PROPERTY SERVICES, LLC	8/25/2008	D209002323	Tarrant	Texas
136183	GLOBAL MISC	QUANG KE & ANNIE N TRUONG	DALE PROPERTY SERVICES, LLC	4/15/2008	D209002330	Tarrant	Texas
136184	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136185	WEST FORK	BARBARA JEAN WILLIAMS	DALE PROPERTY SERVICES, LLC	7/29/2008	D208461412	Tarrant	Texas
136186	GLOBAL MISC	SHEILA A FALVO	DALE PROPERTY SERVICES, LLC	4/15/2008	D208468888	Tarrant	Texas
136187	WEST FORK	JAMES & PEGGY MCDONALD	DALE PROPERTY SERVICES, LLC	9/5/2008	D208461411	Tarrant	Texas
136188	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136189	GLOBAL MISC	GRACE N & OLUGBENGA B AJAYI	DALE PROPERTY SERVICES, LLC	4/21/2008	D208459788	Tarrant	Texas
136190	GLOBAL MISC	BENFORD B & PEARL C MACKEY	DALE PROPERTY SERVICES, LLC	5/29/2008	D208468904	Tarrant	Texas
136191	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136192	WEST FORK	CYNTHIA K PELTON	DALE PROPERTY SERVICES, LLC	9/4/2008	D208461140	Tarrant	Texas
136193	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136194	WEST FORK	DOROTHY ANDERS	DALE PROPERTY SERVICES, LLC	7/15/2008	D209002356	Tarrant	Texas
136195	GLOBAL MISC		DALE PROPERTY SERVICES, LLC	5/13/2008	D209002324	Tarrant	Texas
136196	WEST FORK	EULENE WEYL	DALE PROPERTY SERVICES, LLC	1/23/2008	D208468899	Tarrant	Texas
136197	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136198	WEST FORK	KAREN GILLELAND	DALE PROPERTY SERVICES, LLC	9/22/2008	D208461454	Tarrant	Texas

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136199	WEST FORK	HELEN HORSLEY	DALE PROPERTY SERVICES, LLC	9/29/2008	D208461455	Tarrant	Texas
136200	SOUTH ARLINGTON	FANNIN FARM ADDITION	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136201	WEST FORK	DAVID & MARTHA PARKER	DALE PROPERTY SERVICES, LLC	9/24/2008	D208461456	Tarrant	Texas
136202	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136203	WEST FORK	CILBERT & HAYDEE MALALA	DALE PROPERTY SERVICES, LLC	9/15/2008	D208461457	Tarrant	Texas
136204	WEST FORK	ROBERT U & PATRICIA HANNA	DALE PROPERTY SERVICES, LLC	7/1/2008	D209002359	Tarrant	Texas
136205	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136206	WEST FORK	MARAH TOLBERT	DALE PROPERTY SERVICES, LLC	9/24/2008	D208461458	Tarrant	Texas
136207	WEST FORK	HUBERT W MOORE	DALE PROPERTY SERVICES, LLC	7/1/2008	D208468898	Tarrant	Texas
136208	WEST FORK	JOHN A CHRISMAN	DALE PROPERTY SERVICES, LLC	7/1/2008	D208468906	Tarrant	Texas
136209	WEST FORK	DORIS A MCLAUGHLIN	DALE PROPERTY SERVICES, LLC	7/14/2008	D209002374	Tarrant	Texas
136210	SOUTH ARLINGTON	CHERYL J VISOSKY	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136211	WEST FORK	JOEL & PRICILLA DUMOND	DALE PROPERTY SERVICES, LLC	7/15/2008	D208468901	Tarrant	Texas
136212	WEST FORK	BRADLEY NEAL CARTER	DALE PROPERTY SERVICES, LLC	7/1/2008	D208468900	Tarrant	Texas
136213	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136214	WEST FORK	TOM C MATTHEWS	DALE PROPERTY SERVICES, LLC	10/6/2008	D208461459	Tarrant	Texas
136216	WEST FORK	HERBERT S CHURCH	DALE PROPERTY SERVICES, LLC	7/1/2008	D208468905	Tarrant	Texas
136217	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136218	WEST FORK	CHRISENTHIA YU DELAROSA	DALE PROPERTY SERVICES, LLC	7/1/2008	D208468903	Tarrant	Texas
136219	GLOBAL MISC	DAT VAN PHAM	DALE PROPERTY SERVICES, LLC	4/21/2008	D208459787	Tarrant	Texas
136220	WEST FORK	KENNETH G HARNACK	DALE PROPERTY SERVICES, LLC	7/1/2008	D209002360	Tarrant	Texas
136221	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136222	WEST FORK	GEORGE & JOANNA HANDEL	DALE PROPERTY SERVICES, LLC	9/12/2008	D208461460	Tarrant	Texas
136223	WEST FORK	JOANN CALCATERA DAVIS	DALE PROPERTY SERVICES, LLC	7/1/2008	D209002357	Tarrant	Texas
136224	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136225	WEST FORK	JENN-HWAN MA & SHOU-HUI CHENG	DALE PROPERTY SERVICES, LLC	10/30/2008	D208461461	Tarrant	Texas
136226	WEST FORK	CAZZIE & JANE PIERCE	DALE PROPERTY SERVICES, LLC	7/15/2008	D209002358	Tarrant	Texas
136227	GLOBAL MISC	PRUDENCIO & MIRIAM AVILA	DALE PROPERTY SERVICES, LLC	4/21/2008	D209002326	Tarrant	Texas
136228	WEST FORK	DARRELL & MARCIA W JOHNSON	DALE PROPERTY SERVICES, LLC	7/8/2008	D208468902	Tarrant	Texas
136229	GLOBAL MISC	FRANCO RODRIGUEZ ETAL	DALE PROPERTY SERVICES, LLC	4/15/2008	D208470101	Tarrant	Texas
136230	WEST FORK	JOANN MONTGOMERY	DALE PROPERTY SERVICES, LLC	8/1/2008	D209002355	Tarrant	Texas
136231	WEST FORK	MEARSTONE PROPERTIES	DALE PROPERTY SERVICES, LLC	10/20/2008	D208461462	Tarrant	Texas
136232	WEST FORK	CARL ALLEN ADAMS	DALE PROPERTY SERVICES, LLC	8/7/2008	D208470089	Tarrant	Texas
136233	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136234	WEST FORK	LINDA RIGSBY DAVIS	DALE PROPERTY SERVICES, LLC	7/25/2008	D208468908	Tarrant	Texas
136235	WEST FORK	MARIKEN HOLDINGS, LLC	DALE PROPERTY SERVICES, LLC	9/22/2008	D208461466	Tarrant	Texas
136236	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136237	WEST FORK	NANCY DONALDSON & WILLIAM D	DALE PROPERTY SERVICES, LLC	7/1/2008	D208470090	Tarrant	Texas
136238	GLOBAL MISC	PROSPECT PARK LTD	DALE PROPERTY SERVICES, LLC	9/19/2008	D209007203	Tarrant	Texas
136239	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136240	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136242	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136243	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas

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136244	WEST FORK	PETER D WATERS	DALE PROPERTY SERVICES, LLC	10/10/2008	D208461463	Tarrant	Texas
136245	WEST FORK	ANDREW HAWTHORNE & JOSHUA MORBITZER	DALE PROPERTY SERVICES, LLC	9/18/2008	D208461472	Tarrant	Texas
136246	SOUTH ARLINGTON	FANNIN FARM ASSOCIATIN INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136247	WEST FORK	YEMISI & ELIJAH ADEYEYE	DALE PROPERTY SERVICES, LLC	9/12/2008	D208461464	Tarrant	Texas
136248	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136249	WEST FORK	PAULA CHURCH	DALE PROPERTY SERVICES, LLC	9/29/2008	D208461465	Tarrant	Texas
136250	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136251	WEST GATEWAY	KCS PROPERTIES, INC	DALE PROPERTY SERVICES, LLC	10/22/2008	D208461467	Tarrant	Texas
136252	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136253	WEST FORK	ATILA SEMO	DALE PROPERTY SERVICES, LLC	10/28/2008	D208461473	Tarrant	Texas
136254	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136255	WEST FORK	JOSHUA & TIFFANY HOWARD	DALE PROPERTY SERVICES, LLC	9/26/2008	D208461469	Tarrant	Texas
136256	WEST FORK	EDWIN M HOWARD	DALE PROPERTY SERVICES, LLC	9/26/2008	D208461407	Tarrant	Texas
136257	WEST FORK	HUYNA PHONG QUI	DALE PROPERTY SERVICES, LLC	6/13/2008	D208461470	Tarrant	Texas
136258	WEST FORK	KWABENA NKANSAH-DWAMENA & LATASHA ROBINS	DALE PROPERTY SERVICES, LLC	10/23/2008	D208461471	Tarrant	Texas
136259	WEST FORK	VIVIAN LOFTON	DALE PROPERTY SERVICES, LLC	8/2/2007	D208461422	Tarrant	Texas
136260	WEST FORK	JAYSON HARDEMAN	DALE PROPERTY SERVICES, LLC	3/28/2008	D208461420	Tarrant	Texas
136261	GLOBAL MISC	KRISTY VONSAPHAY & KHAMLAI LUANGVISET	DALE PROPERTY SERVICES, LLC	8/12/2008	D208461421	Tarrant	Texas
136262	WEST FORK	KERRY MCCOMBS & DAVID MASSEY	DALE PROPERTY SERVICES, LLC	8/1/2007	D208461419	Tarrant	Texas
136263	WEST FORK	WANDA REDMOND	DALE PROPERTY SERVICES, LLC	8/9/2007	D208461418	Tarrant	Texas
136265	WEST FORK	ELON JOHN JR & ELIZABETH MAYER	DALE PROPERTY SERVICES, LLC	8/9/2007	D208461416	Tarrant	Texas
136266	WEST FORK	MARGIE ROJAS RODRIGUEZ	DALE PROPERTY SERVICES, LLC	8/7/2007	D208461415	Tarrant	Texas
136267	WEST FORK	MARGIE ROJAS RODRIGUEZ	DALE PROPERTY SERVICES, LLC	8/7/2007	D208461414	Tarrant	Texas
136268	WEST FORK	MYNA LOU ROSE MOODY	DALE PROPERTY SERVICES, LLC	8/7/2007	D208461413	Tarrant	Texas
136269	GLOBAL MISC	JMCMR, LLC	DALE PROPERTY SERVICES, LLC	9/24/2008	D209039301	Tarrant	Texas
136269	GLOBAL MISC	JMCMR, LLC	DALE PROPERTY SERVICES, LLC	9/24/2008	D209039301	Tarrant	Texas
136270	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136272	SOUTH ARLINGTON	FANNIN FARM ASSOCIATION INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136273	SOUTH ARLINGTON	FANNIN FARM ASSOCIATIN INC	DALE PROPERTY SERVICES, LLC	5/1/2008	D208189104	Tarrant	Texas
136274	SOUTH ARLINGTON	FANNIN FARM ASSOCITION	DALE PROPERTY SERVICES, LLC	7/25/2008	D208189104	Tarrant	Texas
136275	WEST GATEWAY	JCCF INVESTMENTS LCC	DALE PROPERTY SERVICES, LLC	9/10/2008	D208453034	Tarrant	Texas
136276	SOUTH ARLINGTON	JOJN LINTZ & PATRICIA GREEN	DALE PROPERTY SERVICES, LLC	4/11/2008	D208460935	Tarrant	Texas
136277	SOUTH ARLINGTON	BINH TRAN	DALE PROPERTY SERVICES, LLC	8/21/2008	D208460934	Tarrant	Texas
136278	SOUTH ARLINGTON	SON & TUYET TRAN	DALE PROPERTY SERVICES, LLC	8/21/2008	D209002351	Tarrant	Texas
136279	GLOBAL MISC	JOHN & CAROLYN WILLIAMS	DALE PROPERTY SERVICES, LLC	1/17/2008	D209002337	Tarrant	Texas
136280	GLOBAL MISC	AMANDA TIBBIT	DALE PROPERTY SERVICES, LLC	2/18/2009	D209046373	Tarrant	Texas
136281	GLOBAL MISC	OTILIA GUARDADO DE RUIZ	DALE PROPERTY SERVICES, LLC	10/27/2008	D209014553	Tarrant	Texas
136282	GLOBAL MISC	VINH NGUYEN & BINH NGUYEN	DALE PROPERTY SERVICES, LLC	4/29/2008	D208460940	Tarrant	Texas
136283	GLOBAL MISC	PAUL & THUY NGUYEN	DALE PROPERTY SERVICES, LLC	4/29/2008	D208460941	Tarrant	Texas
136284	GLOBAL MISC	MARY ALTWEGG	DALE PROPERTY SERVICES, LLC	5/27/2008	D208460942	Tarrant	Texas
136285	GLOBAL MISC	JUAN & ESPERANZA MARTINEZ	DALE PROPERTY SERVICES, LLC	4/15/2008	D208468897	Tarrant	Texas
136286	GLOBAL MISC	CORNETTE ROBERTS	DALE PROPERTY SERVICES, LLC	4/15/2008	D209002325	Tarrant	Texas
136287	WEST FORK	KENNETH J GLASGOW	DALE PROPERTY SERVICES, LLC	9/15/2008	D208460943	Tarrant	Texas

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136288	WEST FORK	PAUL & SANDRA DAISY	DALE PROPERTY SERVICES, LLC	8/29/2008	D208460944	Tarrant	Texas
136289	GLOBAL MISC	MARTIN & BERTHA OROZCO	DALE PROPERTY SERVICES, LLC	4/21/2008	D208468896	Tarrant	Texas
136290	WEST FORK	MILDRES K BAUGH	DALE PROPERTY SERVICES, LLC	7/11/2008	D208460947	Tarrant	Texas
136291	GLOBAL MISC	THANH DAN & JULIE NGUYEN	DALE PROPERTY SERVICES, LLC	4/21/2008	D208468895	Tarrant	Texas
136292	GLOBAL MISC	TUAN DINH & THU PHAN	DALE PROPERTY SERVICES, LLC	4/22/2008	D209002338	Tarrant	Texas
136293	GLOBAL MISC	MORGAN JOE & DENISE LYONS	DALE PROPERTY SERVICES, LLC	5/19/2008	D208460945	Tarrant	Texas
136294	GLOBAL MISC	BRIDGETTE & BOBBY COLLINS	DALE PROPERTY SERVICES, LLC	4/21/2008	D208468894	Tarrant	Texas
136295	GLOBAL MISC	MITCHELL & NANCY PETTITT	DALE PROPERTY SERVICES, LLC	5/29/2008	D208460948	Tarrant	Texas
136296	GLOBAL MISC	THONG & TYLER TRINH	DALE PROPERTY SERVICES, LLC	5/13/2008	D209002339	Tarrant	Texas
136297	WEST FORK	ODELL & BETTY DAVIS	DALE PROPERTY SERVICES, LLC	9/6/2007	D208469131	Tarrant	Texas
136298	GLOBAL MISC	J.G. & LYNN LUKE	DALE PROPERTY SERVICES, LLC	5/29/2008	D208460949	Tarrant	Texas
136299	GLOBAL MISC	TERRY & DONNA WRACHFORD	DALE PROPERTY SERVICES, LLC	4/29/2008	D209002329	Tarrant	Texas
136300	GLOBAL MISC	ROBYN WISEMAN	DALE PROPERTY SERVICES, LLC	5/5/2008	D209002335	Tarrant	Texas
136301	WEST FORK	MARTHA LANDRY & ETAL	DALE PROPERTY SERVICES, LLC	5/28/2008	D208468889	Tarrant	Texas
136302	GLOBAL MISC	GLORIA JEAN KWACZALA	DALE PROPERTY SERVICES, LLC	1/18/2008	D208459804	Tarrant	Texas
136303	GLOBAL MISC	JACKIE WALLACE PHIPPS	DALE PROPERTY SERVICES, LLC	1/17/2008	D209002349	Tarrant	Texas
136304	GLOBAL MISC	BRIAN MALONE	DALE PROPERTY SERVICES, LLC	4/29/2008	D208468891	Tarrant	Texas
136305	GLOBAL MISC	PEGGY HOWARD	DALE PROPERTY SERVICES, LLC	6/11/2008	D209002344	Tarrant	Texas
136306	WEST FORK	SONJA KAY STEWART	DALE PROPERTY SERVICES, LLC	8/7/2007	D209007200	Tarrant	Texas
136307	GLOBAL MISC	RONY & TERESA AGUILAR	DALE PROPERTY SERVICES, LLC	4/15/2008	D209002345	Tarrant	Texas
136308	GLOBAL MISC	ALVIN & PAULA HENRY	DALE PROPERTY SERVICES, LLC	4/15/2008	D209002328	Tarrant	Texas
136309	GLOBAL MISC	WIMBLEDON PROPERTIES, INC.	DALE PROPERTY SERVICES, LLC	6/25/2008	D208460936	Tarrant	Texas
136310	WEST FORK	TAI & MAI SIU CHOW	DALE PROPERTY SERVICES, LLC	7/26/2008	D208468890	Tarrant	Texas
136311	WEST FORK	WILFRED & LENA MARSHALL	DALE PROPERTY SERVICES, LLC	5/24/2008	D208460937	Tarrant	Texas
136312	WEST FORK	MICHAEL & FRANCES NEWTON	DALE PROPERTY SERVICES, LLC	5/28/2008	D208460939	Tarrant	Texas
136313	WEST FORK	MYRA SPRINKLE	DALE PROPERTY SERVICES, LLC	6/9/2008	D209002361	Tarrant	Texas
136314	GLOBAL MISC	PORFIRIO & JUAN ALVIZU	DALE PROPERTY SERVICES, LLC	4/21/2008	D209004428	Tarrant	Texas
136315	WEST FORK	BILLY EVANS	DALE PROPERTY SERVICES, LLC	5/9/2008	D208460938	Tarrant	Texas
136317	GLOBAL MISC	JOYCE C BREYER	DALE PROPERTY SERVICES, LLC	4/3/2008	D208469132	Tarrant	Texas
136318	SOUTH ARLINGTON	VICTORIA TAFT	DALE PROPERTY SERVICES, LLC	3/26/2008	D209002327	Tarrant	Texas
136319	WEST FORK	BOBBY L FAIN	DALE PROPERTY SERVICES, LLC	8/9/2007	D208459789	Tarrant	Texas
136320	GLOBAL MISC	SERGIO & MARIA SOSA	DALE PROPERTY SERVICES, LLC	4/28/2008	D209002347	Tarrant	Texas
136321	SOUTH ARLINGTON	MATTHEW HOLDER	DALE PROPERTY SERVICES, LLC	2/15/2008	D209006703	Tarrant	Texas
136322	WEST FORK	NAOMI SMITH & CHESTER MCNABB	DALE PROPERTY SERVICES, LLC	8/9/2007	D208459790	Tarrant	Texas
136323	GLOBAL MISC	LEOBARDO CASTRUITA	DALE PROPERTY SERVICES, LLC	4/15/2008	D209002340	Tarrant	Texas
136324	GLOBAL MISC	ARCADIA FONSECA	DALE PROPERTY SERVICES, LLC	5/5/2008	D209008456	Tarrant	Texas
136325	WEST FORK	MARK & ANGELA WILKERSON	DALE PROPERTY SERVICES, LLC	11/2/2007	D209082633	Tarrant	Texas
136326	WEST FORK	DAVID & ELIZABETH GRIFFIN	DALE PROPERTY SERVICES, LLC	7/15/2008	D209002331	Tarrant	Texas
136327	WEST FORK	DONALD R CAGER	DALE PROPERTY SERVICES, LLC	7/1/2008	D208468893	Tarrant	Texas
136328	GLOBAL MISC	RIGOBERTO & JUDY RAMIREZ	DALE PROPERTY SERVICES, LLC	4/22/2008	D209002373	Tarrant	Texas
136329	GLOBAL MISC	KARRAN & SURSATTI SINGH	DALE PROPERTY SERVICES, LLC	4/24/2008	D209002334	Tarrant	Texas
136330	GLOBAL MISC	CHARLES & SHEIL APPLEWHITE	DALE PROPERTY SERVICES, LLC	3/6/2008	D209002332	Tarrant	Texas
136332	GLOBAL MISC	JAMES SWANSON JR	DALE PROPERTY SERVICES, LLC	2/15/2008	D209002333	Tarrant	Texas

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136333	GLOBAL MISC	JAY & LAURIE SEDWICK	DALE PROPERTY SERVICES, LLC	6/5/2008	D209002350	Tarrant	Texas
136334	GLOBAL MISC	JESUS & RUYBY CRUZ	DALE PROPERTY SERVICES, LLC	5/8/2008	D209002348	Tarrant	Texas
136335	GLOBAL MISC	LINDA ESTER TYRER	DALE PROPERTY SERVICES, LLC	5/5/2008	D209002336	Tarrant	Texas
136337	GLOBAL MISC	JOHN CADENA	DALE PROPERTY SERVICES, LLC	8/25/2008	D209002352	Tarrant	Texas
136338	GLOBAL MISC	ELDA & JOSE FLORES	DALE PROPERTY SERVICES, LLC	4/24/2008	D209002322	Tarrant	Texas
136339	GLOBAL MISC	RONALD & BONITA LINDLY	DALE PROPERTY SERVICES, LLC	4/22/2008	D208459807	Tarrant	Texas
136340	SOUTH ARLINGTON	ARTHUR & ESTHER HUGGARD	DALE PROPERTY SERVICES, LLC	11/26/2008	D208461403	Tarrant	Texas
136341	GLOBAL MISC	NATHAN TRAN	DALE PROPERTY SERVICES, LLC	4/22/2008	D209002346	Tarrant	Texas
136343	WEST FORK	MELANIE DEAN	DALE PROPERTY SERVICES, LLC	7/1/2008	D209006704	Tarrant	Texas
136344	GLOBAL MISC	CRESCENT PROPERTIES JV	DALE PROPERTY SERVICES, LLC	7/28/2008	D208459806	Tarrant	Texas
136345	GLOBAL MISC	LANN S CYNTHIA	DALE PROPERTY SERVICES, LLC	12/9/2008	D208461402	Tarrant	Texas
136346	PIONEER PARKWAY	JAMES & VALERIE JOHNSON	DALE PROPERTY SERVICES, LLC	1/17/2008	D208459805	Tarrant	Texas
136347	WEST FORK	DAVID & BELINDA GINDER	DALE PROPERTY SERVICES, LLC	12/8/2008	D208461404	Tarrant	Texas
136348	SE FORT WORTH	ANNA L SPRINKLE	DALE PROPERTY SERVICES, LLC	9/14/2007	D208459791	Tarrant	Texas
136349	GLOBAL MISC	DAVID LONG & SARAH CAPENTER	DALE PROPERTY SERVICES, LLC	10/4/2008	D208461401	Tarrant	Texas
136350	WEST FORK	LILLIE L PYE	DALE PROPERTY SERVICES, LLC	12/3/2008	D209018306	Tarrant	Texas
136351	SOUTH ARLINGTON	SABRINA K MOS & RICHARD K EVANS JR	DALE PROPERTY SERVICES, LLC	11/26/2008	D209018307	Tarrant	Texas
136352	WEST FORK	KEVIN CORNELISON	DALE PROPERTY SERVICES, LLC	12/2/2008	D209018308	Tarrant	Texas
136353	WEST GATEWAY	JANE ALLEN & CHARLINE BARTNETT	DALE PROPERTY SERVICES, LLC	12/8/2008	D208461400	Tarrant	Texas
136354	GLOBAL MISC	JAMES & CYNTHIA HERRMANN	DALE PROPERTY SERVICES, LLC	5/6/2008	D208470102	Tarrant	Texas
136355	GLOBAL MISC	JOHN & SELECIAH MOORE	DALE PROPERTY SERVICES, LLC	4/29/2008	D208469133	Tarrant	Texas
136356	WEST FORK	MEADOWBROOK EAST BIBLE CHAPEL	DALE PROPERTY SERVICES, LLC	10/29/2008	D208460952	Tarrant	Texas
136357	WEST FORK	UNITED PLAN ENTERPRISES, INC.	DALE PROPERTY SERVICES, LLC	10/15/2008	D208461468	Tarrant	Texas
136358	SOUTH ARLINGTON	WALTER & FRIEDA HARBERS	DALE PROPERTY SERVICES, LLC	1/17/2008	D208470088	Tarrant	Texas
136359	SE FORT WORTH	TODD LAWSON	DALE PROPERTY SERVICES, LLC	9/11/2008	D208461029	Tarrant	Texas
136360	SE FORT WORTH	TODD LAWSON	DALE PROPERTY SERVICES, LLC	9/18/2008	D208461024	Tarrant	Texas
136361	GLOBAL MISC	ERICA BADGLES	DALE PROPERTY SERVICES, LLC	5/5/2008	D208460946	Tarrant	Texas
136362	SE FORT WORTH	BOBBY FONTENO	DALE PROPERTY SERVICES, LLC	11/7/2008	D208461031	Tarrant	Texas
136363	GLOBAL MISC	EVELYN & JACK PERRYMAN	DALE PROPERTY SERVICES, LLC	5/5/2008	D208460950	Tarrant	Texas
136364	SE FORT WORTH	TODD LAWSON	DALE PROPERTY SERVICES, LLC	9/11/2008	D208461030	Tarrant	Texas
136365	GLOBAL MISC	GERALDINE FRANCES JEANES	DALE PROPERTY SERVICES, LLC	3/24/2008	D209004427	Tarrant	Texas
136366	WEST GATEWAY	JUDY BURROWS-HARRIS	DALE PROPERTY SERVICES, LLC	8/10/2008	D208461039	Tarrant	Texas
136367	WEST GATEWAY	MA GUADALUPE MARTINEZ & JOSE SANCHEZ	DALE PROPERTY SERVICES, LLC	9/20/2008	D208441419	Tarrant	Texas
136368	SE FORT WORTH	5171 INVESTMENT GROUP, LP	DALE PROPERTY SERVICES, LLC	9/17/2008	D208450982	Tarrant	Texas
136369	SE FORT WORTH	TODD LAWSON	DALE PROPERTY SERVICES, LLC	9/11/2008	D208450983	Tarrant	Texas
136370	MANSFIELD	SHERRY BROWN	DALE PROPERTY SERVICES, LLC	4/25/2008	D209002353	Tarrant	Texas
136371	GLOBAL MISC	PATRICIA RIGSBY	DALE PROPERTY SERVICES, LLC	10/14/2008	D208447019	Tarrant	Texas
136372	SOUTH ARLINGTON	PAUL KENNETH COOK	DALE PROPERTY SERVICES, LLC	10/21/2008	D208447016	Tarrant	Texas
136374	WEST GATEWAY	GERARDO & EVANGELIA CORDERO	DALE PROPERTY SERVICES, LLC	12/9/2008	D208461038	Tarrant	Texas
136375	SE FORT WORTH	JESUS & MARTHA RAMIREZ	DALE PROPERTY SERVICES, LLC	12/4/2008	D208461026	Tarrant	Texas
136376	SE FORT WORTH	ANTONIO & ESTER GARCIA	DALE PROPERTY SERVICES, LLC	12/5/2008	D208461027	Tarrant	Texas
136377	SE FORT WORTH	CHRISTOPHER JACKSON	DALE PROPERTY SERVICES, LLC	12/5/2008	D208461028	Tarrant	Texas
136378	SE FORT WORTH	CHRISTAIN OUTREACH CENTER OF FORT WORTH	DALE PROPERTY SERVICES, LLC	12/11/2008	D208453320	Tarrant	Texas

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136379	WEST FORK	EASTCHASE ENTERPRISES LIMITED PARTNERSHI	DALE PROPERTY SERVICES, LLC	12/9/2008	D208467108	Tarrant	Texas
136381	WEST FORK	LINDA L. ATKINS	DALE PROPERTY SERVICES, LLC	11/21/2007	D207437470	Tarrant	Texas
136383	FOSSIL CREEK	T R & JOYCE OFFUTT	DALE PROPERTY SERVICES, LLC	12/10/2008	d208461405	Tarrant	Texas
136384	WEST FORK	DAVID & PAMELA BROWN	DALE PROPERTY SERVICES, LLC	11/24/2008	D208461406	Tarrant	Texas
136385	WEST FORK	JERRY & PAUL WILLIAMS	DALE PROPERTY SERVICES, LLC	12/11/2008	D208461359	Tarrant	Texas
136386	WEST FORK	WILLIAM S MORGAN	DALE PROPERTY SERVICES, LLC	12/10/2008	D208461360	Tarrant	Texas
136387	WEST FORK	AFM CONTRACTORS LLC	DALE PROPERTY SERVICES, LLC	12/8/2008	D208461361	Tarrant	Texas
136388	PIONEER PARKWAY	KENNETH P & RACHEL CARLSON	DALE PROPERTY SERVICES, LLC	10/9/2008	D208461362	Tarrant	Texas
136389	WEST GATEWAY	STEVEN GEORGE TEPP	DALE PROPERTY SERVICES, LLC	8/10/2008	D208459769	Tarrant	Texas
136390	GLOBAL MISC	TUPPER FINANCIAL INCORPORATED	DALE PROPERTY SERVICES, LLC	12/10/2008	D208459770	Tarrant	Texas
136391	WEST GATEWAY	LINDA L ATKINS	DALE PROPERTY SERVICES, LLC	9/14/2007	D207337447	Tarrant	Texas
136392	PIONEER PARKWAY	SCOTT R DAVIDSON	DALE PROPERTY SERVICES, LLC	9/14/2007	D207337452	Tarrant	Texas
136393	WEST FORK	SCOTT R DAVIDSON	DALE PROPERTY SERVICES, LLC	9/14/2007	D207337452	Tarrant	Texas
136398	SE FORT WORTH	TNB LP	DALE PROPERTY SERVICES, LLC	8/28/2008	D208467149	Tarrant	Texas
136399	SE FORT WORTH	PATRICK & SARENA BUENTELLO	DALE PROPERTY SERVICES, LLC	6/2/2008	D208462287	Tarrant	Texas
136400	WEST GATEWAY	SAMUEL E DRYSDALE	DALE PROPERTY SERVICES, LLC	8/10/2008	D208462282	Tarrant	Texas
136401	WEST FORK	AMY NICOLE DUNN	DALE PROPERTY SERVICES, LLC	12/15/2008	D208462238	Tarrant	Texas
136402	WEST GATEWAY	BRADLEY E NILES	DALE PROPERTY SERVICES, LLC	12/9/2008	D208462237	Tarrant	Texas
136403	GLOBAL MISC	KEVIN & TAMARA BRETTMAN	DALE PROPERTY SERVICES, LLC	12/17/2008	D208462236	Tarrant	Texas
136404	WEST GATEWAY	FILBERTO MORENO	DALE PROPERTY SERVICES, LLC	4/3/2008	D208462277	Tarrant	Texas
136405	WEST GATEWAY	MARY LOU QUINTANA	DALE PROPERTY SERVICES, LLC	8/19/2008	D208462278	Tarrant	Texas
136406	WEST GATEWAY	MARK BARRINGTON ETAL	DALE PROPERTY SERVICES, LLC	8/19/2008	D208462279	Tarrant	Texas
136408	GLOBAL MISC	GARY P & FRANCES LITTLE ETAL	DALE PROPERTY SERVICES, LLC	12/16/2008	D208462230	Tarrant	Texas
136409	WEST GATEWAY	FRED RAY MARKUM	DALE PROPERTY SERVICES, LLC	8/12/2008	D209040656	Tarrant	Texas
136410	WEST FORK	ROBERT D KNEWITZ	DALE PROPERTY SERVICES, LLC	10/31/2007	D209011830	Tarrant	Texas
136411	SE FORT WORTH	SHINNING LIGHT MISSIONARY	DALE PROPERTY SERVICES, LLC	12/5/2007	D208462228	Tarrant	Texas
136412	WEST FORK	DALLAS UNLIMITED REAL ESTATE SOULTIONS	DALE PROPERTY SERVICES, LLC	11/22/2008	D208463389	Tarrant	Texas
136413	WEST FORK	MARGARET KANE	DALE PROPERTY SERVICES, LLC	12/11/2008	D208463390	Tarrant	Texas
136414	GLOBAL MISC	ANQUY TONG	DALE PROPERTY SERVICES, LLC	11/17/2008	D208465705	Tarrant	Texas
136415	WEST FORK	CHARLES G MOON	DALE PROPERTY SERVICES, LLC	12/11/2008	D208465706	Tarrant	Texas
136416	GLOBAL MISC	DAVID LEE & LINDA BURNS	DALE PROPERTY SERVICES, LLC	12/11/2008	D208465704	Tarrant	Texas
136417	GLOBAL MISC	ANQUY TONG	DALE PROPERTY SERVICES, LLC	11/17/2008	D208465707	Tarrant	Texas
136418	WEST FORK	DAVID & ESTHER WILBANKS	DALE PROPERTY SERVICES, LLC	10/22/2008	D208463391	Tarrant	Texas
136419	GLOBAL MISC	SAMUEL HOLLOWAY	DALE PROPERTY SERVICES, LLC	4/22/2008	D208463392	Tarrant	Texas
136420	GLOBAL MISC	JAMES M KENNEDY	DALE PROPERTY SERVICES, LLC	12/17/2008	D209029657	Tarrant	Texas
136421	WEST FORK	THE JOHN A SCHULZ ESTATE	DALE PROPERTY SERVICES, LLC	12/8/2008	D208463370	Tarrant	Texas
136422	WEST FORK	BOBBYE E BOWLES	DALE PROPERTY SERVICES, LLC	12/4/2008	D208463371	Tarrant	Texas
136423	WEST FORK	JARY L ROTTMAN	DALE PROPERTY SERVICES, LLC	12/1/2008	D208463372	Tarrant	Texas
136424	WEST FORK	TERRY LEKIES	DALE PROPERTY SERVICES, LLC	11/26/2008	D208463373	Tarrant	Texas
136425	GLOBAL MISC	LOUIS & ESTHER AGUILERA	DALE PROPERTY SERVICES, LLC	12/10/2008	D208463374	Tarrant	Texas
136426	GLOBAL MISC	PAMELA R STARLING	DALE PROPERTY SERVICES, LLC	12/8/2008	D208463375	Tarrant	Texas
136427	GLOBAL MISC	ANDREW D & NICOLE HOUGHTELLNG	DALE PROPERTY SERVICES, LLC	12/8/2008	D208463376	Tarrant	Texas
136428	GLOBAL MISC	ANDREW & NICOLE HOUGHTELLING	DALE PROPERTY SERVICES, LLC	12/8/2008	D208463377	Tarrant	Texas

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136429	GLOBAL MISC	DANIEL & BARBARA DEROSA	DALE PROPERTY SERVICES, LLC	12/3/2008	D208463378	Tarrant	Texas
136430	GLOBAL MISC	JERRY P & SUSAN LOWREY	DALE PROPERTY SERVICES, LLC	11/25/2008	D208463379	Tarrant	Texas
136431	GLOBAL MISC	MARK W BUNCH	DALE PROPERTY SERVICES, LLC	12/4/2008	D208463380	Tarrant	Texas
136432	GLOBAL MISC	TONNIS H & SUSAN B WILDEBOER	DALE PROPERTY SERVICES, LLC	12/3/2008	D208463381	Tarrant	Texas
136433	WEST FORK	OCIE BELL JR	DALE PROPERTY SERVICES, LLC	12/18/2008	D208463352	Tarrant	Texas
136434	SE FORT WORTH	RODNEY LYNN KANEASTER	DALE PROPERTY SERVICES, LLC	12/17/2008	D208463353	Tarrant	Texas
136435	PIONEER PARKWAY	BILLY & LOUISE SMITH	DALE PROPERTY SERVICES, LLC	10/8/2007	D208463327	Tarrant	Texas
136436	SE FORT WORTH	OLIVIA E MATA	DALE PROPERTY SERVICES, LLC	12/18/2008	D208463354	Tarrant	Texas
136437	SE FORT WORTH	CLYDE & JUDY JONES	DALE PROPERTY SERVICES, LLC	12/18/2008	D208463355	Tarrant	Texas
136438	WEST FORK	CURTIS R SPIVA	DALE PROPERTY SERVICES, LLC	11/3/2008	D208463326	Tarrant	Texas
136439	SE FORT WORTH	DON CELLARD	DALE PROPERTY SERVICES, LLC	12/12/2008	D208463356	Tarrant	Texas
136440	SE FORT WORTH	MARY COLEMAN HARRIS	DALE PROPERTY SERVICES, LLC	12/12/2008	D208463357	Tarrant	Texas
136441	WEST FORK	GREGORY S POLITO	DALE PROPERTY SERVICES, LLC	3/27/2008	D208465708	Tarrant	Texas
136442	SE FORT WORTH	PAMELA DUNLAP GATES	DALE PROPERTY SERVICES, LLC	10/24/2008	D208465700	Tarrant	Texas
136443	FOSSIL CREEK	RONALD & MAEGAN OWEN	DALE PROPERTY SERVICES, LLC	7/22/2008	D208467142	Tarrant	Texas
136444	GLOBAL MISC	MANUEL L TREVINO	DALE PROPERTY SERVICES, LLC	7/25/2008	D208467143	Tarrant	Texas
136445	WEST FORK	WFM INVESTMENTS INC	DALE PROPERTY SERVICES, LLC	7/25/2008	D208467144	Tarrant	Texas
136446	WEST FORK	DEBRA M MCDANIEL	DALE PROPERTY SERVICES, LLC	7/29/2008	D208467145	Tarrant	Texas
136447	GLOBAL MISC	WFM INVESTMENTS INC	DALE PROPERTY SERVICES, LLC	7/25/2008	D208467146	Tarrant	Texas
136448	WEST FORK	LEWIS RICHARD MOSLEY	DALE PROPERTY SERVICES, LLC	6/5/2008	D208467147	Tarrant	Texas
136449	WEST FORK	EARL MITCHELL	DALE PROPERTY SERVICES, LLC	6/16/2008	D208469129	Tarrant	Texas
136450	WEST FORK	MICHAEL TALLENT	DALE PROPERTY SERVICES, LLC	4/10/2008	D208467118	Tarrant	Texas
136451	GLOBAL MISC	DARRYL L KAZEN ETAL	DALE PROPERTY SERVICES, LLC	12/12/2008	D208467199	Tarrant	Texas
136452	GLOBAL MISC	DARRYL L KAZEN ETAL	DALE PROPERTY SERVICES, LLC	12/12/2008	D208467200	Tarrant	Texas
136453	GLOBAL MISC	DARRYL L KAZEN ETAL	DALE PROPERTY SERVICES, LLC	12/12/2008	D208467201	Tarrant	Texas
136454	FOSSIL CREEK	JESUS GUZMAN & ELIZABETH CHAVEZ	DALE PROPERTY SERVICES, LLC	12/1/2008	D208467202	Tarrant	Texas
136455	SOUTH ARLINGTON	CHRISTOPHER & MARILYN BYRUM	DALE PROPERTY SERVICES, LLC	4/24/2008	D208467043	Tarrant	Texas
136457	SOUTH ARLINGTON	PAMELA & JAN JORDAN	DALE PROPERTY SERVICES, LLC	12/15/2007	D208467045	Tarrant	Texas
136459	GLOBAL MISC	CHARMAIN GAMBRELL	DALE PROPERTY SERVICES, LLC	11/19/2007	D208467196	Tarrant	Texas
136460	GLOBAL MISC	CYNTHIA E ROCHA	DALE PROPERTY SERVICES, LLC	11/30/2007	D208467195	Tarrant	Texas
136461	GLOBAL MISC	NANCY P BYRD	DALE PROPERTY SERVICES, LLC	12/4/2007	D208467194	Tarrant	Texas
136463	GLOBAL MISC	STEVEN H CHOW	DALE PROPERTY SERVICES, LLC	6/24/2008	D209056481	Tarrant	Texas
136464	GLOBAL MISC	JOSHUA ROCHELLE & DAWN VERSTRAETE	DALE PROPERTY SERVICES, LLC	6/20/2008	D208467192	Tarrant	Texas
136465	GLOBAL MISC	TRICIA PORTER	DALE PROPERTY SERVICES, LLC	4/16/2008	D208467191	Tarrant	Texas
136466	WEST FORK	DOUGLAS & LOLA KELCEY	DALE PROPERTY SERVICES, LLC	8/1/2008	D208467190	Tarrant	Texas
136467	WEST FORK	JAMES S NOBLES	DALE PROPERTY SERVICES, LLC	10/19/2007	D208467188	Tarrant	Texas
136468	GLOBAL MISC	NINA M OLSON	DALE PROPERTY SERVICES, LLC	12/26/2007	D208467189	Tarrant	Texas
136469	WEST FORK	MARIJA& ZORAN GLUSCEVIC	DALE PROPERTY SERVICES, LLC	12/29/2007	D208467082	Tarrant	Texas
136470	WEST FORK	VIRGIL L OLIVER	DALE PROPERTY SERVICES, LLC	2/13/2008	D208467083	Tarrant	Texas
136471	WEST FORK	HERBERT S CHURCH	DALE PROPERTY SERVICES, LLC	10/2/2007	D208467084	Tarrant	Texas
136472	GLOBAL MISC	ROY & JACQUELINE OLSON	DALE PROPERTY SERVICES, LLC	12/26/2007	D209018334	Tarrant	Texas
136473	WEST FORK	FEHIM AND FATIMA CIRIC	DALE PROPERTY SERVICES, LLC	2/18/2008	D208467085	Tarrant	Texas
136474	GLOBAL MISC	MICHAEL WALKER	DALE PROPERTY SERVICES, LLC	10/7/2007	D208467086	Tarrant	Texas

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136475	FOSSIL CREEK	SUSAN & TENNYSON TATRO	DALE PROPERTY SERVICES, LLC	12/17/2008	D208467035	Tarrant	Texas
136476	WEST FORK	MISTY SHATTO & WILLIAM HARPER	DALE PROPERTY SERVICES, LLC	1/5/2008	D208467087	Tarrant	Texas
136477	WEST FORK	ROGER L KENYON	DALE PROPERTY SERVICES, LLC	12/23/2008	D208467036	Tarrant	Texas
136478	WEST FORK	ROGER L KENYON	DALE PROPERTY SERVICES, LLC	12/23/2008	D208467037	Tarrant	Texas
136479	GLOBAL MISC	JAMES & PRISCILLA MATHS	DALE PROPERTY SERVICES, LLC	11/19/2007	D208467088	Tarrant	Texas
136480	GLOBAL MISC	ROGER L KENYON	DALE PROPERTY SERVICES, LLC	12/23/2008	D208467038	Tarrant	Texas
136481	GLOBAL MISC	BECKY D HARRELL	DALE PROPERTY SERVICES, LLC	3/24/2008	D208467089	Tarrant	Texas
136482	FOSSIL CREEK	ROGER L KENYON	DALE PROPERTY SERVICES, LLC	12/23/2008	D208467039	Tarrant	Texas
136483	FOSSIL CREEK	WFM INVESTMENTS INC	DALE PROPERTY SERVICES, LLC	11/12/2007	D208467051	Tarrant	Texas
136484	FOSSIL CREEK	PRIMATE CONSTRUCTION	DALE PROPERTY SERVICES, LLC	12/18/2008	D208463948	Tarrant	Texas
136485	PIONEER PARKWAY	DE & THINH NGUYEN	DALE PROPERTY SERVICES, LLC	6/23/2008	D208467090	Tarrant	Texas
136486	WEST FORK	PAUL CRAWFORD & MHYLDRE	DALE PROPERTY SERVICES, LLC	6/23/2008	D208467092	Tarrant	Texas
136487	GLOBAL MISC	PAUL FORD	DALE PROPERTY SERVICES, LLC	2/28/2008	D208467091	Tarrant	Texas
136488	SE FORT WORTH	EVANGELYN ALLEN	DALE PROPERTY SERVICES, LLC	12/12/2008	D208467123	Tarrant	Texas
136489	SE FORT WORTH	CHARLES WALLACE	DALE PROPERTY SERVICES, LLC	12/23/2008	D208467124	Tarrant	Texas
136490	SE FORT WORTH	THERESA M SMITH	DALE PROPERTY SERVICES, LLC	8/28/2008	D208467162	Tarrant	Texas
136491	SE FORT WORTH	CHARLES WALLACE	DALE PROPERTY SERVICES, LLC	12/23/2008	D208467161	Tarrant	Texas
136492	SE FORT WORTH	LEONARD BROWN III	DALE PROPERTY SERVICES, LLC	8/22/2008	D208467153	Tarrant	Texas
136494	FOSSIL CREEK	MITCHELL ZIMMERMAN	DALE PROPERTY SERVICES, LLC	8/19/2008	D208469143	Tarrant	Texas
136496	PIONEER PARKWAY	OK RIM KIM	DALE PROPERTY SERVICES, LLC	1/17/2008	D208469144	Tarrant	Texas
136498	GLOBAL MISC	ERIC MCGEE	DALE PROPERTY SERVICES, LLC	5/13/2008	D208469130	Tarrant	Texas
136499	WEST GATEWAY	THERESA A NEACE	DALE PROPERTY SERVICES, LLC	12/21/2008	D208470100	Tarrant	Texas
136500	GLOBAL MISC	JAMES H RINER	DALE PROPERTY SERVICES, LLC	12/19/2008	D209004436	Tarrant	Texas
136502	SOUTH ARLINGTON	SHERRY LEE DARNELL	DALE PROPERTY SERVICES, LLC	12/22/2008	D209002366	Tarrant	Texas
136503	SOUTH ARLINGTON	JAMES & JEANA PIXLER	DALE PROPERTY SERVICES, LLC	12/30/2008	D209002369	Tarrant	Texas
136504	SOUTH ARLINGTON	METAL REHAB TECHNOLOGIES, INC	DALE PROPERTY SERVICES, LLC	12/16/2008	D209002370	Tarrant	Texas
136505	GLOBAL MISC	ESTALEEN T GAINES	DALE PROPERTY SERVICES, LLC	12/30/2008	D209002371	Tarrant	Texas
136506	GLOBAL MISC	MENDEZ L.P.	DALE PROPERTY SERVICES, LLC	8/11/2008	D209004437	Tarrant	Texas
136507	GLOBAL MISC	EAST SOUTHLAKE #1 L.P.	DALE PROPERTY SERVICES, LLC	8/11/2008	D209004438	Tarrant	Texas
136508	GLOBAL MISC	MENDEZ L.P.	DALE PROPERTY SERVICES, LLC	8/11/2008	D209004439	Tarrant	Texas
136509	GLOBAL MISC	MENDEZ L.P.	DALE PROPERTY SERVICES, LLC	8/11/2008	D209004440	Tarrant	Texas
136510	GLOBAL MISC	MELVIN & DELOIS MARSHALL	DALE PROPERTY SERVICES, LLC	7/21/2008	D209007183	Tarrant	Texas
136511	GLOBAL MISC	BRUCE & BETHANY HARRIS	DALE PROPERTY SERVICES, LLC	7/31/2008	D209034283	Tarrant	Texas
136512	GLOBAL MISC	SOUTHLAKE DUNHILL HOLDINGS I,	DALE PROPERTY SERVICES, LLC	8/26/2008	D209007184	Tarrant	Texas
136513	GLOBAL MISC	SOUTHLAKE DUNHILL HOLDINGS II,	DALE PROPERTY SERVICES, LLC	8/26/2008	D209007186	Tarrant	Texas
136514	GLOBAL MISC	SOUTHLAKE DUNHILL HOLDINGS III	DALE PROPERTY SERVICES, LLC	8/26/2008	D209007185	Tarrant	Texas
136515	THORNTON	NPOT PARTNERS I LP	DALE PROPERTY SERVICES, LLC	5/1/2008	D208183002	Tarrant	Texas
136516	THORNTON	NPOT PARTNERS I LP	DALE PROPERTY SERVICES, LLC	9/7/2007	D207333586	Tarrant	Texas
136517	GLOBAL MISC	NPOT PARTNERS I LP	DALE PROPERTY SERVICES, LLC	9/7/2007	D207333587	Tarrant	Texas
136518	FOSSIL CREEK	ALICE & T W OROURKE	DALE PROPERTY SERVICES, LLC	12/30/2008	D208468651	Tarrant	Texas
136520	FOSSIL CREEK	ALICE & T W OROURKE	DALE PROPERTY SERVICES, LLC	12/30/2008	D208468652	Tarrant	Texas
136521	FOSSIL CREEK	TINA ALICE VIRGINA OROURKE & GERARDO MAR	DALE PROPERTY SERVICES, LLC	12/30/2008	D208468653	Tarrant	Texas
136523	FOSSIL CREEK	BOESE MILWORKS INC	DALE PROPERTY SERVICES, LLC	12/30/2008	D208468654	Tarrant	Texas

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136526	SE FORT WORTH	TIFINI L HARRIS	DALE PROPERTY SERVICES, LLC	4/16/2008	D208141619	Tarrant	Texas
136527	WEST FORK	MARGARETT BEVERLY	DALE PROPERTY SERVICES, LLC	12/5/2008	D209007172	Tarrant	Texas
136528	WEST FORK	DARRELL BEVERLY	DALE PROPERTY SERVICES, LLC	12/6/2008	D209007173	Tarrant	Texas
136529	WEST FORK	MARSHA K BOUDREAU K	DALE PROPERTY SERVICES, LLC	12/19/2008	D209007174	Tarrant	Texas
136530	WEST FORK	DIANNA BAUGARTNER	DALE PROPERTY SERVICES, LLC	12/16/2008	D209007175	Tarrant	Texas
136531	FOSSIL CREEK	FRANCISCO & LUZI ALCOCER	DALE PROPERTY SERVICES, LLC	12/12/2008	D209007176	Tarrant	Texas
136532	FOSSIL CREEK	VICTOR & LORIE VEGA	DALE PROPERTY SERVICES, LLC	12/29/2008	D209007177	Tarrant	Texas
136533	FOSSIL CREEK	DONNA VAUGHN	DALE PROPERTY SERVICES, LLC	1/6/2009	D209007178	Tarrant	Texas
136534	GLOBAL MISC	HENRY & JESSIE MANASCO	DALE PROPERTY SERVICES, LLC	12/3/2008	D209006845	Tarrant	Texas
136535	SE FORT WORTH	DORIS BURLESON	DALE PROPERTY SERVICES, LLC	1/5/2009	D209006516	Tarrant	Texas
136536	GLOBAL MISC	JAMES R WESTBROOK	DALE PROPERTY SERVICES, LLC	12/26/2008	D209007179	Tarrant	Texas
136537	SE FORT WORTH	MARTIN & VERONICA MARTINEZ	DALE PROPERTY SERVICES, LLC	1/6/2009	D209006517	Tarrant	Texas
136538	WEST FORK	ROBERT & MARIE PIKE & ETAL	DALE PROPERTY SERVICES, LLC	12/1/2008	D209007180	Tarrant	Texas
136539	GLOBAL MISC	MANUEL SANDOVAL	DALE PROPERTY SERVICES, LLC	1/5/2009	D209007187	Tarrant	Texas
136540	100% CHK WEST GATEWAY	JUANITA CAGLAGIS	DALE PROPERTY SERVICES, LLC	12/19/2008	D209007188	Tarrant	Texas
136541	GLOBAL MISC	STEVE & LESLIE KEETON	DALE PROPERTY SERVICES, LLC	12/10/2008	D209007189	Tarrant	Texas
136542	GLOBAL MISC	ROBERT CRUDUP JR ESTATE	DALE PROPERTY SERVICES, LLC	12/4/2008	D209007190	Tarrant	Texas
136543	GLOBAL MISC	JUANITA M ADAMS AMPONSAH	DALE PROPERTY SERVICES, LLC	12/1/2008	D209007191	Tarrant	Texas
136544	GLOBAL MISC	KIN TUNG & BECKY JOE	DALE PROPERTY SERVICES, LLC	12/12/2008	D209007192	Tarrant	Texas
136545	100% CHK PIONEER PARKWAY	QUAMN NGUYEN & THUY PHAM	DALE PROPERTY SERVICES, LLC	12/22/2008	D209006657	Tarrant	Texas
136546	100% CHK PIONEER PARKWAY	VINCENT & CYNTHIA TURLEY	DALE PROPERTY SERVICES, LLC	12/17/2008	D209006658	Tarrant	Texas
136547	GLOBAL MISC	JAMES & JANE WILLIAMS	DALE PROPERTY SERVICES, LLC	1/2/2009	D209006675	Tarrant	Texas
136548	SOUTH ARLINGTON	DANIEL RHODES	DALE PROPERTY SERVICES, LLC	12/23/2008	D209006676	Tarrant	Texas
136549	SOUTH ARLINGTON	ROGELIO & ROSA BELLO	DALE PROPERTY SERVICES, LLC	1/5/2009	D209006677	Tarrant	Texas
136550	SOUTH ARLINGTON	JUSTIN MARTINEZ	DALE PROPERTY SERVICES, LLC	1/5/2009	D209006678	Tarrant	Texas
136551	100% CHK PIONEER PARKWAY	RICHARD L HEARD	DALE PROPERTY SERVICES, LLC	12/26/2008	D209006679	Tarrant	Texas
136552	100% CHK WEST GATEWAY	CAROLE A MAHAN SLUIS	DALE PROPERTY SERVICES, LLC	12/30/2008	D209006680	Tarrant	Texas
136553	100% CHK WEST GATEWAY	COMMISSIONER OF THE GENERAL 109887	DALE PROPERTY SERVICES, LLC	12/16/2008	D209004900	Tarrant	Texas
136554	GLOBAL MISC	WANDA RUTH HATHCOCK	DALE PROPERTY SERVICES, LLC	12/26/2008	D209007219	Tarrant	Texas
136555	FOSSIL CREEK	ALVARO SANDOVAL & MELISSA GONZALES	DALE PROPERTY SERVICES, LLC	1/7/2009	D209007218	Tarrant	Texas
136556	WEST FORK	COMMISSIONER OF THE GENERAL 109870	DALE PROPERTY SERVICES, LLC	12/16/2008	D209004901	Tarrant	Texas
136557	WEST FORK	JAMES & MARY EASDON	DALE PROPERTY SERVICES, LLC	12/30/2008	D209007228	Tarrant	Texas
136558	100% CHK WEST GATEWAY	CHAU VAN HOANG	DALE PROPERTY SERVICES, LLC	1/8/2009	D209008436	Tarrant	Texas
136559	SE FORT WORTH	RUTH SANDERSON	DALE PROPERTY SERVICES, LLC	12/22/2008	D209008437	Tarrant	Texas
136560	SE FORT WORTH	LAVONNIA R KELLY	DALE PROPERTY SERVICES, LLC	12/22/2008	D209008438	Tarrant	Texas
136561	SE FORT WORTH	VEDA NICHOLS	DALE PROPERTY SERVICES, LLC	12/12/2008	D209008439	Tarrant	Texas
136562	SE FORT WORTH	VICTOR MANUEL RODRIGUEZ & COLETA ORTEGA	DALE PROPERTY SERVICES, LLC	12/22/2008	D209008440	Tarrant	Texas
136563	SE FORT WORTH	CLARANCE JAMES JOHNSON JR	DALE PROPERTY SERVICES, LLC	12/19/2008	D209008441	Tarrant	Texas
136564	SE FORT WORTH	CLARANCE JAMES JOHNSON JR	DALE PROPERTY SERVICES, LLC	12/19/2008	D209008442	Tarrant	Texas
136565	SE FORT WORTH	CLARANCE JAMES JOHNSON JR	DALE PROPERTY SERVICES, LLC	12/19/2008	D209008443	Tarrant	Texas
136566	SE FORT WORTH	JOSE D & FEBE MARINES	DALE PROPERTY SERVICES, LLC	1/6/2009	D209008444	Tarrant	Texas
136567	SE FORT WORTH	FERNANDO CRUZ	DALE PROPERTY SERVICES, LLC	12/22/2008	D209008445	Tarrant	Texas
136568	SE FORT WORTH	LEE BERTHA WALKER	DALE PROPERTY SERVICES, LLC	1/7/2009	D209008446	Tarrant	Texas

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136569	SE FORT WORTH	EDLEMANN & COHEN INC	DALE PROPERTY SERVICES, LLC	1/7/2009	D209008447	Tarrant	Texas
136570	SE FORT WORTH	EDLEMANN & COHEN INC	DALE PROPERTY SERVICES, LLC	1/7/2009	D209008448	Tarrant	Texas
136571	SE FORT WORTH	EDLEMANN & COHEN INC	DALE PROPERTY SERVICES, LLC	1/7/2009	D209008449	Tarrant	Texas
136572	SE FORT WORTH	EDLEMANN & COHEN INC	DALE PROPERTY SERVICES, LLC	1/7/2009	D209008450	Tarrant	Texas
136573	SE FORT WORTH	EDLEMANN & COHEN INC	DALE PROPERTY SERVICES, LLC	1/7/2009	D209008451	Tarrant	Texas
136574	SE FORT WORTH	TERESO HERNANDEZ	DALE PROPERTY SERVICES, LLC	12/20/2008	D209008452	Tarrant	Texas
136575	SE FORT WORTH	XINGYU CHEN	DALE PROPERTY SERVICES, LLC	1/5/2009	D209008453	Tarrant	Texas
136576	SE FORT WORTH	KIMBERLY TIMMS	DALE PROPERTY SERVICES, LLC	1/9/2009	D209008457	Tarrant	Texas
136577	SE FORT WORTH	MIGUEL MACIAS & ANGELICA SALDIVAR	DALE PROPERTY SERVICES, LLC	12/16/2008	D209008458	Tarrant	Texas
136578	GLOBAL MISC	WALTER & KATHLEEN ABIA	DALE PROPERTY SERVICES, LLC	1/7/2009	D209009773	Tarrant	Texas
136579	GLOBAL MISC	THOAMS & SOPHIA KOEHL	DALE PROPERTY SERVICES, LLC	1/8/2009	D209009779	Tarrant	Texas
136580	WEST FORK	JOSHUA DEAN HILL	DALE PROPERTY SERVICES, LLC	1/7/2009	D209009783	Tarrant	Texas
136581	100% CHK WEST GATEWAY	FUNDING PARTNERS, LP	DALE PROPERTY SERVICES, LLC	12/31/2008	D209009785	Tarrant	Texas
136582	SOUTH ARLINGTON	FCM PROPERTIES LLC	DALE PROPERTY SERVICES, LLC	8/11/2008	D209009784	Tarrant	Texas
136583	GLOBAL MISC	ERASMO CHAPA	DALE PROPERTY SERVICES, LLC	1/9/2009	D209009786	Tarrant	Texas
136584	SOUTH ARLINGTON	ANTHONY & ARMINDA GRISSETT	DALE PROPERTY SERVICES, LLC	1/6/2009	D209009787	Tarrant	Texas
136585	SOUTH ARLINGTON	JOHN W & ESTELLA M FLENOID	DALE PROPERTY SERVICES, LLC	1/9/2009	D209009788	Tarrant	Texas
136586	GLOBAL MISC	YOLANDA BARNES	DALE PROPERTY SERVICES, LLC	1/12/2009	D209009798	Tarrant	Texas
136587	GLOBAL MISC	GERARDO & YESENIA RAMOS-RODRIGUEZ	DALE PROPERTY SERVICES, LLC	1/12/2009	D209009799	Tarrant	Texas
136588	GLOBAL MISC	MARIA ESPERANZA LOPEZ	DALE PROPERTY SERVICES, LLC	12/8/2008	D209009800	Tarrant	Texas
136589	GLOBAL MISC	MARIA ESPERANZA LOPEZ	DALE PROPERTY SERVICES, LLC	12/8/2008	D209009801	Tarrant	Texas
136590	SE FORT WORTH	BOBBIE J WILBURN	DALE PROPERTY SERVICES, LLC	1/7/2009	D209009802	Tarrant	Texas
136591	SE FORT WORTH	JAIME & MARIA ELENA ARAGON	DALE PROPERTY SERVICES, LLC	1/9/2009	D209009803	Tarrant	Texas
136592	SE FORT WORTH	LOUISE JOHNSON YOUNGER	DALE PROPERTY SERVICES, LLC	1/12/2009	D209009804	Tarrant	Texas
136593	GLOBAL MISC	JODY KUCZEK	DALE PROPERTY SERVICES, LLC	4/29/2008	D208468892	Tarrant	Texas
136595	WEST FORK	ANGEL JAVIER	DALE PROPERTY SERVICES, LLC	1/12/2009	D209010698	Tarrant	Texas
136596	WEST FORK	ELIZABETH & YUSUF YUMRUTEPE	DALE PROPERTY SERVICES, LLC	1/7/2009	D209010699	Tarrant	Texas
136597	WEST FORK	DENISE M JONES	DALE PROPERTY SERVICES, LLC	11/20/2008	D209010700	Tarrant	Texas
136598	GLOBAL MISC	CAMPBELL J BEAN	DALE PROPERTY SERVICES, LLC	1/14/2009	D209009806	Tarrant	Texas
136599	GLOBAL MISC	RAUL & MARIA MUNOZ	DALE PROPERTY SERVICES, LLC	1/13/2009	D209011833	Tarrant	Texas
136600	GLOBAL MISC	CARLO & LEIGHANN MENCHACA	DALE PROPERTY SERVICES, LLC	1/13/2009	D209011834	Tarrant	Texas
136601	GLOBAL MISC	CARLA POLK	DALE PROPERTY SERVICES, LLC	1/13/2009	D209011835	Tarrant	Texas
136602	SOUTH ARLINGTON	SPENCER KRASK	DALE PROPERTY SERVICES, LLC	1/13/2009	D209011844	Tarrant	Texas
136603	SOUTH ARLINGTON	ROBERT & HOLLY GAINES	DALE PROPERTY SERVICES, LLC	1/7/2009	D209011843	Tarrant	Texas
136604	SOUTH ARLINGTON	ROBERT PRICE	DALE PROPERTY SERVICES, LLC	1/5/2009	D209011845	Tarrant	Texas
136605	GLOBAL MISC	MARIA & LORENZO LOPEZ	DALE PROPERTY SERVICES, LLC	1/7/2009	D209011821	Tarrant	Texas
136606	WEST FORK	DON C HENRY	DALE PROPERTY SERVICES, LLC	1/12/2009	D209011822	Tarrant	Texas
136607	WEST FORK	GRACE N HARVEY	DALE PROPERTY SERVICES, LLC	1/12/2009	D209011823	Tarrant	Texas
136608	WEST FORK	CHERYL HURD & THOMAS GRAHAM	DALE PROPERTY SERVICES, LLC	1/11/2009	D209011824	Tarrant	Texas
136609	WEST FORK	WALTER B MCCUTCHEON	DALE PROPERTY SERVICES, LLC	1/13/2009	D209011825	Tarrant	Texas
136610	WEST FORK	JOE TEAKELL	DALE PROPERTY SERVICES, LLC	1/13/2009	D209011826	Tarrant	Texas
136611	WEST FORK	MARCUS CARVER STEWART	DALE PROPERTY SERVICES, LLC	1/12/2009	D209011827	Tarrant	Texas
136612	WEST FORK	MARCUS C STEWART	DALE PROPERTY SERVICES, LLC	1/12/2009	D209011828	Tarrant	Texas

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136613	WEST FORK	JOE TEAKELL	DALE PROPERTY SERVICES, LLC	1/13/2009	D209011829	Tarrant	Texas
136614	WEST FORK	NIGHAT MIAN	DALE PROPERTY SERVICES, LLC	2/1/2008	D208055002	Tarrant	Texas
136615	PIONEER PARKWAY	NIGHAT MIAN	DALE PROPERTY SERVICES, LLC	2/1/2008	D208055002	Tarrant	Texas
136616	100% CHK WEST GATEWAY	TORIBIO & LILIANA BARAJAS	DALE PROPERTY SERVICES, LLC	1/5/2009	D209011818	Tarrant	Texas
136617	100% CHK WEST GATEWAY	REYNA L SALAS	DALE PROPERTY SERVICES, LLC	1/14/2009	D209011819	Tarrant	Texas
136618	100% CHK WEST GATEWAY	REYNA LILIANA SALAS	DALE PROPERTY SERVICES, LLC	1/14/2009	D209011820	Tarrant	Texas
136619	WEST FORK	STEVE ALLEN SCHMIDT	DALE PROPERTY SERVICES, LLC	1/15/2009	D209014558	Tarrant	Texas
136620	100% CHK WEST GATEWAY	RAMON & JUANA CHAVEZ	DALE PROPERTY SERVICES, LLC	1/15/2009	D209013085	Tarrant	Texas
136621	GLOBAL MISC	THOMAS & ROSA LUDOWISSI	DALE PROPERTY SERVICES, LLC	1/15/2009	D209013086	Tarrant	Texas
136622	GLOBAL MISC	KAREN KRUEGER	DALE PROPERTY SERVICES, LLC	1/15/2009	D209013087	Tarrant	Texas
136623	GLOBAL MISC	TONY DIAZ	DALE PROPERTY SERVICES, LLC	1/15/2009	D209013088	Tarrant	Texas
136624	GLOBAL MISC	STEPHEN M & TERESA L KING	DALE PROPERTY SERVICES, LLC	12/4/2008	D209013089	Tarrant	Texas
136625	GLOBAL MISC	DENNIS & LEIGHANNE PARRISH	DALE PROPERTY SERVICES, LLC	1/15/2009	D209013090	Tarrant	Texas
136626	GLOBAL MISC	JAMES & ELIZABETH ALEXANDER	DALE PROPERTY SERVICES, LLC	1/14/2009	D209013091	Tarrant	Texas
136627	GLOBAL MISC	BOBBY RAY DIGGS	DALE PROPERTY SERVICES, LLC	1/14/2009	D209013092	Tarrant	Texas
136628	GLOBAL MISC	RAUDEL RIVERA	DALE PROPERTY SERVICES, LLC	1/14/2009	D209013093	Tarrant	Texas
136629	GLOBAL MISC	SEGUNDO & CONSUELO MUNOZ	DALE PROPERTY SERVICES, LLC	1/14/2009	D209013094	Tarrant	Texas
136630	100% CHK WEST GATEWAY	LESLIE E GUY	DALE PROPERTY SERVICES, LLC	1/15/2009	D209013095	Tarrant	Texas
136631	WEST FORK	JAMES L & JOYCE E WARD	DALE PROPERTY SERVICES, LLC	1/13/2009	D209015344	Tarrant	Texas
136632	WEST FORK	KARL D HILTHON	DALE PROPERTY SERVICES, LLC	1/13/2009	D209015345	Tarrant	Texas
136633	GLOBAL MISC	SUE ANN & VAN THO LE	DALE PROPERTY SERVICES, LLC	1/16/2009	D209015339	Tarrant	Texas
136634	WEST FORK	BRIAN & REBECCA MIKULENCAK	DALE PROPERTY SERVICES, LLC	1/14/2009	D209015340	Tarrant	Texas
136635	WEST FORK	MCM CO LLC	DALE PROPERTY SERVICES, LLC	1/14/2009	D209015341	Tarrant	Texas
136636	WEST FORK	MCM CO LLC	DALE PROPERTY SERVICES, LLC	1/14/2009	D209015342	Tarrant	Texas
136637	100% CHK WEST GATEWAY	ISRAEL SOSA & LETICIA MOTA	DALE PROPERTY SERVICES, LLC	1/16/2009	D209015343	Tarrant	Texas
136638	100% CHK WEST GATEWAY	MICHAEL W MAYER	DALE PROPERTY SERVICES, LLC	1/15/2009	D209015324	Tarrant	Texas
136639	GLOBAL MISC	EDUARDO & ARACELI HUIZAR-ROBLES	DALE PROPERTY SERVICES, LLC	1/20/2009	D209015325	Tarrant	Texas
136640	GLOBAL MISC	JAMES & JARILYN BROWN	DALE PROPERTY SERVICES, LLC	1/15/2009	D209015326	Tarrant	Texas
136641	WEST FORK	DANIEL & BONNIE COX	DALE PROPERTY SERVICES, LLC	12/20/2008	D209015309	Tarrant	Texas
136642	FOSSIL CREEK	BRANDON & ANGELLA MYERS	DALE PROPERTY SERVICES, LLC	1/20/2009	D209016945	Tarrant	Texas
136643	SE FORT WORTH	PAMELA KNIGHT	DALE PROPERTY SERVICES, LLC	1/7/2009	D209016914	Tarrant	Texas
136644	SE FORT WORTH	DHARMPAL CHAUHAN	DALE PROPERTY SERVICES, LLC	1/12/2009	D209016915	Tarrant	Texas
136645	SE FORT WORTH	MARIA LOURDES CANO	DALE PROPERTY SERVICES, LLC	1/13/2009	D209016916	Tarrant	Texas
136646	SE FORT WORTH	WELDON ECHOLS	DALE PROPERTY SERVICES, LLC	1/16/2009	D209016917	Tarrant	Texas
136647	SE FORT WORTH	DONNA GAIL CAREY	DALE PROPERTY SERVICES, LLC	1/19/2009	D209016918	Tarrant	Texas
136648	SE FORT WORTH	BARBARA KINDRED	DALE PROPERTY SERVICES, LLC	1/16/2009	D209016919	Tarrant	Texas
136649	SE FORT WORTH	SHIRLEY WALKER	DALE PROPERTY SERVICES, LLC	1/12/2009	D209016920	Tarrant	Texas
136650	SE FORT WORTH	LISA PEREZ	DALE PROPERTY SERVICES, LLC	1/15/2009	D209016921	Tarrant	Texas
136651	SE FORT WORTH	TEXAS MELONS INC	DALE PROPERTY SERVICES, LLC	1/15/2009	D209016922	Tarrant	Texas
136652	SE FORT WORTH	TEXAS MELONS INC	DALE PROPERTY SERVICES, LLC	1/15/2009	D209016923	Tarrant	Texas
136653	SE FORT WORTH	TEXAS MELONS INC	DALE PROPERTY SERVICES, LLC	1/15/2009	D209016924	Tarrant	Texas
136654	SE FORT WORTH	TEXAS MELONS INC	DALE PROPERTY SERVICES, LLC	1/15/2009	D209016925	Tarrant	Texas
136655	SE FORT WORTH	APPROVED HOUSING SOLUTIONS	DALE PROPERTY SERVICES, LLC	1/12/2009	D209016926	Tarrant	Texas

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136656	SE FORT WORTH	RICARDO PADILLA	DALE PROPERTY SERVICES, LLC	12/15/2008	D209016927	Tarrant	Texas
136657	SE FORT WORTH	RICARDO PADILLA	DALE PROPERTY SERVICES, LLC	12/15/2008	D209016928	Tarrant	Texas
136658	SE FORT WORTH	CARLOS & ANA HERNANDEZ	DALE PROPERTY SERVICES, LLC	1/16/2009	D209016929	Tarrant	Texas
136659	SE FORT WORTH	MIGUEL ANGEL PEREZ	DALE PROPERTY SERVICES, LLC	1/13/2009	D209016930	Tarrant	Texas
136660	SE FORT WORTH	MICHAEL Q NEAL	DALE PROPERTY SERVICES, LLC	1/16/2009	D209016931	Tarrant	Texas
136661	SE FORT WORTH	ELIAZAR RENTERIA	DALE PROPERTY SERVICES, LLC	1/16/2009	D209016932	Tarrant	Texas
136662	SE FORT WORTH	EVARISTO PEREZ	DALE PROPERTY SERVICES, LLC	1/20/2009	D209016933	Tarrant	Texas
136663	SE FORT WORTH	WILLIE & DEBORAH GABRIEL	DALE PROPERTY SERVICES, LLC	1/14/2009	D209016934	Tarrant	Texas
136664	100% CHK WEST GATEWAY	STEVE VLOITOS	DALE PROPERTY SERVICES, LLC	12/26/2008	D209018335	Tarrant	Texas
136665	WEST FORK	EDWARD CASHION JR	DALE PROPERTY SERVICES, LLC	1/14/2009	D209018336	Tarrant	Texas
136666	WEST FORK	JEAN IRBY	DALE PROPERTY SERVICES, LLC	1/12/2009	D209018337	Tarrant	Texas
136667	WEST FORK	JERRY & FREIDA CARSTARPHEN	DALE PROPERTY SERVICES, LLC	1/14/2009	D209018338	Tarrant	Texas
136668	GLOBAL MISC	JOHN & SANNA OBERMILLER SR	DALE PROPERTY SERVICES, LLC	1/7/2009	D209018339	Tarrant	Texas
136669	WEST FORK	AUNETA SOUTHERN	DALE PROPERTY SERVICES, LLC	10/29/2008	D209018410	Tarrant	Texas
136670	GLOBAL MISC	DAWN VANWINKLE & LYNNE VANWINKLE	DALE PROPERTY SERVICES, LLC	1/16/2009	D209018340	Tarrant	Texas
136671	GLOBAL MISC	KENNETH COLE JR	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018341	Tarrant	Texas
136672	GLOBAL MISC	ZHENJING GUO & FANRUI MENG	DALE PROPERTY SERVICES, LLC	9/18/2008	D209018411	Tarrant	Texas
136673	GLOBAL MISC	JAMES CUSHMAN	DALE PROPERTY SERVICES, LLC	1/16/2009	D209018342	Tarrant	Texas
136674	WEST FORK	MICHAEL & LAURA ARNOLD	DALE PROPERTY SERVICES, LLC	1/15/2009	D209018412	Tarrant	Texas
136675	GLOBAL MISC	ADAM & KELLY NEFF	DALE PROPERTY SERVICES, LLC	1/15/2009	D209018343	Tarrant	Texas
136676	GLOBAL MISC	HEATHER MORRISON	DALE PROPERTY SERVICES, LLC	1/15/2009	D209018344	Tarrant	Texas
136677	GLOBAL MISC	WALKER & LINDA RAY	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018345	Tarrant	Texas
136678	WEST FORK	KEVIN & BETH SMITH	DALE PROPERTY SERVICES, LLC	1/18/2008	D209018392	Tarrant	Texas
136679	WEST FORK	FRANCISCO AVALOS	DALE PROPERTY SERVICES, LLC	1/20/2009	D209018346	Tarrant	Texas
136680	WEST FORK	JOHN H & MURIEL D DAVIS	DALE PROPERTY SERVICES, LLC	1/16/2009	D209018377	Tarrant	Texas
136681	GLOBAL MISC	STEVEN BEHRINGER	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018326	Tarrant	Texas
136682	WEST FORK	STEVEN BEHRINGER	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018327	Tarrant	Texas
136683	WEST FORK	STEVEN BEHRINGER	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018328	Tarrant	Texas
136684	GLOBAL MISC	STEVEN BEHRINGER	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018329	Tarrant	Texas
136685	WEST FORK	STEVEN BEHRINGER	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018330	Tarrant	Texas
136686	WEST FORK	STEVEN BEHRINGER	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018331	Tarrant	Texas
136687	GLOBAL MISC	STEVEN BEHRINGER	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018332	Tarrant	Texas
136688	WEST FORK	NGUYEN QUYNHLIEN & DIEM DAO	DALE PROPERTY SERVICES, LLC	1/7/2009	D209018322	Tarrant	Texas
136689	100% CHK PIONEER PARKWAY	DENNIS & KAREN POQUIZ	DALE PROPERTY SERVICES, LLC	12/23/2008	D209018323	Tarrant	Texas
136690	SOUTH ARLINGTON	LILY DAVIS	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018324	Tarrant	Texas
136691	WEST FORK	VERONICA BUSTILLOS	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018325	Tarrant	Texas
136692	WEST FORK	STEVE HOLSTON & THOMAS KELLEY	DALE PROPERTY SERVICES, LLC	1/21/2009	D209028432	Tarrant	Texas
136693	GLOBAL MISC	3160 LIMITED LIABILITY LIMITED PARTNERSH	DALE PROPERTY SERVICES, LLC	1/12/2009	D209018297	Tarrant	Texas
136694	GLOBAL MISC	ALBERTO M ALVAREZ	DALE PROPERTY SERVICES, LLC	1/14/2009	D209018298	Tarrant	Texas
136695	GLOBAL MISC	ALBERTO M ALVAREZ	DALE PROPERTY SERVICES, LLC	1/14/2009	D209018299	Tarrant	Texas
136696	WEST FORK	WANDA J & CLYTUS E BRIGHT	DALE PROPERTY SERVICES, LLC	1/20/2009	D209018300	Tarrant	Texas
136697	WEST FORK	JOHN M TRANTHAM	DALE PROPERTY SERVICES, LLC	1/20/2009	D209018301	Tarrant	Texas
136698	WEST FORK	CHARLOTTE SMITH	DALE PROPERTY SERVICES, LLC	1/20/2009	D209018302	Tarrant	Texas

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TO CONVEYANCE

Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
136699	GLOBAL MISC	PATRICK & OKSANA MONSIVAIS	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018303	Tarrant	Texas
136700	GLOBAL MISC	JERRY & RONDA THOMAS	DALE PROPERTY SERVICES, LLC	1/21/2009	D209018304	Tarrant	Texas
136701	SE FORT WORTH	RANDY M & LORRAINE Y DUKES	DALE PROPERTY SERVICES, LLC	1/12/2009	D209018293	Tarrant	Texas
136702	SE FORT WORTH	WENDELL SIMINGTON & CYNTHIA WILLIS	DALE PROPERTY SERVICES, LLC	1/15/2009	D209018294	Tarrant	Texas
136703	GLOBAL MISC	WALMART REAL ESTATE BUSINESS TRUST	DALE PROPERTY SERVICES, LLC	1/22/2009	D209039302	Tarrant	Texas
136704	WEST FORK	JOHN ARDEY	DALE PROPERTY SERVICES, LLC	1/13/2009	D209019233	Tarrant	Texas
136705	WEST FORK	JUSTIN WINTERS	DALE PROPERTY SERVICES, LLC	1/22/2009	D209019234	Tarrant	Texas
136706	WEST FORK	HOP VU	DALE PROPERTY SERVICES, LLC	1/9/2009	D209019231	Tarrant	Texas
136707	WEST FORK	WAL- MART REAL ESTATES BUSINESS TRUST	DALE PROPERTY SERVICES, LLC	1/22/2009	D209051679	Tarrant	Texas
136708	WEST FORK	SAMS REAL ESTATE BUSINESS TRUST	DALE PROPERTY SERVICES, LLC	1/22/2009	D209051678	Tarrant	Texas
136709	WEST FORK	CATHOLIC DIOCESE OF FORT WORTH	DALE PROPERTY SERVICES, LLC	1/23/2009	D209029661	Tarrant	Texas
136710	GLOBAL MISC	ROMAN CATHOLIC DIOCESE OF FORT WORTH	DALE PROPERTY SERVICES, LLC	1/23/2009	D209029662	Tarrant	Texas
136711	WEST FORK	MIGUEL & DORA BARRON	DALE PROPERTY SERVICES, LLC	1/24/2009	D209021338	Tarrant	Texas
136712	WEST FORK	MICHELLE FROEHLICH	DALE PROPERTY SERVICES, LLC	1/22/2009	D209026856	Tarrant	Texas
136713	WEST FORK	TIMOTHY & LISSA TESSIN	DALE PROPERTY SERVICES, LLC	1/22/2009	D209021310	Tarrant	Texas
136714	GLOBAL MISC	KEVIN & RACHEL MCCAULEY	DALE PROPERTY SERVICES, LLC	1/22/2009	D209021311	Tarrant	Texas
136715	GLOBAL MISC	JACKEY & DEBRA CLOUGH	DALE PROPERTY SERVICES, LLC	1/22/2009	D209021312	Tarrant	Texas
136716	GLOBAL MISC	SYED & SHAHEENA SAGHIR	DALE PROPERTY SERVICES, LLC	1/22/2009	D209021313	Tarrant	Texas
136717	GLOBAL MISC	WESLEY & KATHERINE WARD	DALE PROPERTY SERVICES, LLC	1/22/2009	D209021314	Tarrant	Texas
136718	GLOBAL MISC	J B BARROW	DALE PROPERTY SERVICES, LLC	1/19/2009	D209021315	Tarrant	Texas
136719	GLOBAL MISC	MICHAEL & JONI CONIGLIO	DALE PROPERTY SERVICES, LLC	1/22/2009	D209021316	Tarrant	Texas
136720	GLOBAL MISC	GREGG FORELLA & MARCELA TORRES	DALE PROPERTY SERVICES, LLC	9/23/2008	D209034291	Tarrant	Texas
136721	SOUTH ARLINGTON	JAMES VINCENT	DALE PROPERTY SERVICES, LLC	1/23/2009	D209021334	Tarrant	Texas
136723	SOUTH ARLINGTON	LARRY & VALERE KILGORE	DALE PROPERTY SERVICES, LLC	1/22/2009	D209021335	Tarrant	Texas
136724	WEST FORK	DANIEL GRIJALBA	DALE PROPERTY SERVICES, LLC	1/21/2009	D209021336	Tarrant	Texas
136725	WEST FORK	MEADOWBROOK 1ST BAPTIST CHURCH	DALE PROPERTY SERVICES, LLC	1/21/2009	D209021337	Tarrant	Texas
136726	WEST FORK	COMMISSIONER OF THE GENERAL LAND OFFICE	DALE PROPERTY SERVICES, LLC	3/10/2009	D209079367	Tarrant	Texas
136727	GLOBAL MISC	RUTH & DENNIS REYES	DALE PROPERTY SERVICES, LLC	1/22/2009	D209024058	Tarrant	Texas
136728	GLOBAL MISC	LOWELL STEPHEN ELLIOTT	DALE PROPERTY SERVICES, LLC	1/20/2009	D209024059	Tarrant	Texas
136729	GLOBAL MISC	MARY VIRGINIA HOOVER	DALE PROPERTY SERVICES, LLC	1/15/2009	D209024060	Tarrant	Texas
136730	GLOBAL MISC	TIM MATHEUS	DALE PROPERTY SERVICES, LLC	1/14/2009	D209024061	Tarrant	Texas
136731	GLOBAL MISC	DORIS PETERSON	DALE PROPERTY SERVICES, LLC	1/21/2009	D209024062	Tarrant	Texas
136732	GLOBAL MISC	THOMAS & EVELYN LANGLEY	DALE PROPERTY SERVICES, LLC	1/22/2009	D209024063	Tarrant	Texas
136733	GLOBAL MISC	BOBBY & AMANDA GORMAN	DALE PROPERTY SERVICES, LLC	1/15/2009	D209024064	Tarrant	Texas
136734	GLOBAL MISC	JACKIE BOYD	DALE PROPERTY SERVICES, LLC	1/22/2009	D209024065	Tarrant	Texas
136735	WEST FORK	THE MARY JANE POWELL AND LOUIS POWELL ES	DALE PROPERTY SERVICES, LLC	1/15/2009	D209024066	Tarrant	Texas
136736	WEST FORK	RAMON & ELIA HERNANDEZ	DALE PROPERTY SERVICES, LLC	1/20/2009	D209024067	Tarrant	Texas
136737	WEST FORK	WILLIAM W TIFFANY	DALE PROPERTY SERVICES, LLC	1/18/2009	D209024068	Tarrant	Texas
136738	WEST FORK	STEVEN M HIMES	DALE PROPERTY SERVICES, LLC	1/20/2009	D209024069	Tarrant	Texas
136739	WEST FORK	JOSE PINEDA	DALE PROPERTY SERVICES, LLC	1/22/2009	D209024070	Tarrant	Texas
136740	GLOBAL MISC	ALAN ROBERT WEIMER	DALE PROPERTY SERVICES, LLC	1/22/2009	D209024071	Tarrant	Texas
136741	GLOBAL MISC	PUSHKAR & ANGIE SHAHI	DALE PROPERTY SERVICES, LLC	1/21/2009	D209024072	Tarrant	Texas
136742	GLOBAL MISC	ARNULFO & MARIA SALINAS	DALE PROPERTY SERVICES, LLC	1/22/2009	D209023839	Tarrant	Texas

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TO CONVEYANCE

Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
136743	GLOBAL MISC	LAUREN WAYNE	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023855	Tarrant	Texas
136744	100% CHK WEST GATEWAY	JUAN & JENNIFER HERNANDEZ	DALE PROPERTY SERVICES, LLC	1/23/2009	D209023840	Tarrant	Texas
136745	WEST FORK	JOHN & SUSAN VANDERLAAN	DALE PROPERTY SERVICES, LLC	1/22/2009	D209023854	Tarrant	Texas
136746	100% CHK WEST GATEWAY	ARMANDO & CONSUELO GRANADOS	DALE PROPERTY SERVICES, LLC	1/16/2009	D209023841	Tarrant	Texas
136747	GLOBAL MISC	WILLIAM & LISSA SAINT-JUSTE	DALE PROPERTY SERVICES, LLC	1/23/2009	D209023842	Tarrant	Texas
136748	WEST FORK	RICHARD & MARIA HEDGPATH	DALE PROPERTY SERVICES, LLC	1/15/2009	D209023843	Tarrant	Texas
136749	GLOBAL MISC	MICHAEL RUBENKOENIG	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023844	Tarrant	Texas
136750	GLOBAL MISC	JAMES EVANS	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023845	Tarrant	Texas
136751	GLOBAL MISC	MICHAEL & NICOLE TESORIERO	DALE PROPERTY SERVICES, LLC	1/20/2009	D209023846	Tarrant	Texas
136752	GLOBAL MISC	DEBORAH DUNN	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023847	Tarrant	Texas
136753	GLOBAL MISC	DAVID & ELIZABETH GONZALEZ	DALE PROPERTY SERVICES, LLC	1/23/2009	D209023848	Tarrant	Texas
136754	GLOBAL MISC	LEE-SWOFFORD INVESTMENTS LLP	DALE PROPERTY SERVICES, LLC	1/15/2009	D209023849	Tarrant	Texas
136755	GLOBAL MISC	BARBARA WILLIAMS	DALE PROPERTY SERVICES, LLC	1/16/2009	D209023850	Tarrant	Texas
136756	GLOBAL MISC	TIMOTHY D MATHEUS	DALE PROPERTY SERVICES, LLC	1/14/2009	D209023851	Tarrant	Texas
136757	GLOBAL MISC	MICHAEL RUBENKOENIG	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023852	Tarrant	Texas
136758	GLOBAL MISC	KATHY J JENKINS HENDERSON	DALE PROPERTY SERVICES, LLC	1/22/2009	D209023853	Tarrant	Texas
136759	GLOBAL MISC	THELIN RECYCLING COMPANY, LP	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023857	Tarrant	Texas
136760	WEST FORK	HILDRES PEAVY	DALE PROPERTY SERVICES, LLC	1/23/2009	D209023859	Tarrant	Texas
136761	SOUTH ARLINGTON	LUKE BALL & ANGELICA MONTOYA	DALE PROPERTY SERVICES, LLC	1/26/2009	D209023860	Tarrant	Texas
136763	GLOBAL MISC	RODRIGO RODRIGUEZ	DALE PROPERTY SERVICES, LLC	1/26/2009	D209023861	Tarrant	Texas
136764	WEST FORK	JOSHUA WILSON	DALE PROPERTY SERVICES, LLC	1/26/2009	D209023862	Tarrant	Texas
136765	SE FORT WORTH	AQUAMAID POOL TECHS INC	DALE PROPERTY SERVICES, LLC	1/27/2009	D209023812	Tarrant	Texas
136766	SE FORT WORTH	ALEXANDER JR & SHIRLEY GRAYS	DALE PROPERTY SERVICES, LLC	1/23/2009	D209023813	Tarrant	Texas
136767	SE FORT WORTH	BRUCE EMMITT THOMAS	DALE PROPERTY SERVICES, LLC	1/26/2009	D209023814	Tarrant	Texas
136768	SE FORT WORTH	LEROY J YORK	DALE PROPERTY SERVICES, LLC	1/23/2009	D209023815	Tarrant	Texas
136769	SE FORT WORTH	CLAUDIA JOHNSON	DALE PROPERTY SERVICES, LLC	1/27/2009	D209023816	Tarrant	Texas
136770	WEST FORK	FRANCES ISHAM	DALE PROPERTY SERVICES, LLC	1/20/2009	D209023817	Tarrant	Texas
136771	WEST FORK	PHILLIP ISHAM	DALE PROPERTY SERVICES, LLC	1/19/2009	D209023818	Tarrant	Texas
136772	SE FORT WORTH	JOSE JR & IRMA RUIZ FRAGA	DALE PROPERTY SERVICES, LLC	1/13/2009	D209023819	Tarrant	Texas
136773	SE FORT WORTH	RAUL & GUADALUPE CHIHUAHUA	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023820	Tarrant	Texas
136774	SE FORT WORTH	RAMON & ALMA MARTINEZ	DALE PROPERTY SERVICES, LLC	1/23/2009	D209023821	Tarrant	Texas
136775	GLOBAL MISC	DAVID MYRON DESMOND	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023831	Tarrant	Texas
136776	GLOBAL MISC	ROBERT J MATTES	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023832	Tarrant	Texas
136777	100% CHK WEST GATEWAY	DOMINGO JR & LAURA CASTILLO	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023833	Tarrant	Texas
136778	GLOBAL MISC	FRANCES M HOGAN	DALE PROPERTY SERVICES, LLC	1/26/2009	D209023834	Tarrant	Texas
136779	WEST FORK	SHARON D PENNER	DALE PROPERTY SERVICES, LLC	1/26/2009	D209023835	Tarrant	Texas
136780	WEST FORK	JOSE & NADIA HERRERA	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023836	Tarrant	Texas
136781	GLOBAL MISC	SUSAN BENNETT E	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023837	Tarrant	Texas
136782	GLOBAL MISC	ALDO RAY WASHINGTON	DALE PROPERTY SERVICES, LLC	1/19/2009	D209023838	Tarrant	Texas
136787	GLOBAL MISC	HAL & MURIEL BUE	DALE PROPERTY SERVICES, LLC	1/28/2009	D209023822	Tarrant	Texas
136788	GLOBAL MISC	MARQUIS NOEL	DALE PROPERTY SERVICES, LLC	1/29/2009	D209023823	Tarrant	Texas
136789	GLOBAL MISC	TOD OPPENBORN	DALE PROPERTY SERVICES, LLC	1/20/2009	D209023824	Tarrant	Texas
136790	100% CHK WEST GATEWAY	WALT HATTER & DARALYN DEARDORFF	DALE PROPERTY SERVICES, LLC	1/14/2009	D209023825	Tarrant	Texas

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SUZANNE HENDERSON, COUNTY CLERK

EXHIBIT "A"
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Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
136791	GLOBAL MISC	LAURA L NEAL ESTATE	DALE PROPERTY SERVICES, LLC	1/21/2009	D209023798	Tarrant	Texas
136792	WEST FORK	MATTHEW KARL	DALE PROPERTY SERVICES, LLC	1/26/2009	D209023826	Tarrant	Texas
136793	WEST FORK	KAREN CASPER	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023827	Tarrant	Texas
136794	100% CHK WEST GATEWAY	WALT HATTER & DARALYN DEARDOFF	DALE PROPERTY SERVICES, LLC	1/14/2009	D209023799	Tarrant	Texas
136795	WEST FORK	MEAGAN & BRANDON REYNAL	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023828	Tarrant	Texas
136796	100% CHK WEST GATEWAY	KAY W RIOS	DALE PROPERTY SERVICES, LLC	1/14/2009	D209023800	Tarrant	Texas
136797	WEST FORK	JOHN WILSON & RAYMOND GATES	DALE PROPERTY SERVICES, LLC	1/26/2009	D209023829	Tarrant	Texas
136798	WEST FORK	DAVID & LORRAINE O'NEIL	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023801	Tarrant	Texas
136799	WEST FORK	WILMER GEOVANNI & MIRZA ALVAREZ	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023802	Tarrant	Texas
136800	WEST FORK	STANLEY & DEBORAH ALLEN	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023803	Tarrant	Texas
136801	WEST FORK	ROY A JR & LANA SUE DAVIS	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023804	Tarrant	Texas
136802	WEST FORK	DONNA LOUISE ELLIOTT	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023805	Tarrant	Texas
136803	WEST FORK	PAMELA SIROVICA	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023806	Tarrant	Texas
136804	WEST FORK	MAX W REDFEARN	DALE PROPERTY SERVICES, LLC	1/24/2009	D209023807	Tarrant	Texas
135495	SE FORT WORTH	MARGARITA OSORIO	DALE PROPERTY SERVICES, LLC	9/8/2008	D209044420	Tarrant	Texas

Note: In the event that the original Lessee of any of the Leases is incorrectly named herein as Dale Property Services, LLC, then it is the intent of this instrument that such original Lessee is deemed to be Dale Resources, L.L.C. In the event that the original Lessee of any of the Leases is incorrectly named herein as Dale Resources, L.L.C., then it is the intent of this instrument that such original Lessee is deemed to be Dale Property Services, LLC. Further, if any of the Leases are listed in this exhibit more than once, then this instrument shall not be construed as reserving an overriding royalty interest for each listing but shall instead be construed to be limited to one reservation for such Lease.

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TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/15/2009 01:10 PM
Instrument #: D209130782
OPR 23 PGS $100.00

By: _____

D209130782

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD

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SUZANNE HENDERSON, COUNTY CLERK

7.

File No. MF 109870

~~ASSIGNMENT FILED IN MF-~~

Date Filed: 6/6/09

Jerry E. Patterson, Commissioner

By

COUNTY CLERK TARRANT COUNTY TEXAS

A CERTIFIED COPY.

ATTEST: June 02 2009

SUZANNE HENDERSON, County Clerk

Tarrant County, Texas

BY: Deputy

From: William McFadden <william.mcfadden@chk.com>
To: Susan.Draughn@GLO.TEXAS.GOV
CC: whitney.everheart@chk.com; jerad.rhodes@chk.com
Date: 7/24/2014 9:31 AM
Subject: RE: Barney Robinson Unit ??

Copying Jerad Rhodes, who is the Landman for the Barney Robinson

-----Original Message-----
From: Susan Draughn [mailto:Susan.Draughn@GLO.TEXAS.GOV]
Sent: Thursday, July 24, 2014 9:28 AM
To: William McFadden
Subject: RE: Barney Robinson Unit ??

William,

I noticed that Chesapeake has a highway lease, MF109870, that has one producing well crossing the highway and four additional permits. Are there plans for a unit including the highway?

Barney Robinson #1H, 4243933388, 09-249953, producing since October 2011.

Would you please look into this or connect me with the appropriate person?

Thanks,
Susan

Susan Draughn, Landman
Energy Resources/Mineral Leasing
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873
Direct: 512/463-6521
susan.draughn@glo.texas.gov

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From: Jerad Rhodes <jerad.rhodes@chk.com>
To: Susan.Draughn@GLO.TEXAS.GOV
CC: whitney.everheart@chk.com
Date: 7/24/2014 9:44 AM
Subject: RE: Barney Robinson Unit ??

Not sure I'm understanding the question, I'm sorry.

The highway is included in the Barney Robinson Unit and it looks like the GLO is being paid per lease 109870 for the Barney Robinson 1H. We have plans to drill one more well, being the 3H in the near future. It's on the drill schedule for 2014. Thanks

-----Original Message-----
From: William McFadden
Sent: Thursday, July 24, 2014 9:31 AM
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Cc: Jerad Rhodes; Whitney Everheart
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Copying Jerad Rhodes, who is the Landman for the Barney Robinson

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Thanks,
Susan

Susan Draughn, Landman
Energy Resources/Mineral Leasing
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873
Direct: 512/463-6521
susan.draughn@glo.texas.gov

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From: Jerad Rhodes <jerad.rhodes@chk.com>
To: Susan.Draughn@GLO.TEXAS.GOV
Date: 7/24/2014 1:24 PM
Subject: RE: Barney Robinson Unit ??

I do not. This well started producing in 2011 and I wasn't the landman at that time.

Thanks

-----Original Message-----
From: Susan Draughn [mailto:Susan.Draughn@GLO.TEXAS.GOV]
Sent: Thursday, July 24, 2014 11:50 AM
To: Jerad Rhodes
Subject: RE: Barney Robinson Unit ??

Jerad,
There seems to be a problem, I am unable to find a state approved unit designation/agreement or a state Unit #. I also do not see any payments to this lease, so that indicates a reporting problem. Do you have a unit designation that has been approved by the state, that you can send me a copy?

Susan

>>> Jerad Rhodes <jerad.rhodes@chk.com> 7/24/2014 9:44 AM >>>
Not sure I'm understanding the question, I'm sorry.

The highway is included in the Barney Robinson Unit and it looks like the GLO is being paid per lease 109870 for the Barney Robinson 1H. We have plans to drill one more well, being the 3H in the near future. It's on the drill schedule for 2014. Thanks

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To: 'Susan Draughn'
Cc: Jerad Rhodes; Whitney Everheart
Subject: RE: Barney Robinson Unit ??

Copying Jerad Rhodes, who is the Landman for the Barney Robinson

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To: William McFadden
Subject: RE: Barney Robinson Unit ??

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Barney Robinson #1H, 4243933388, 09-249953, producing since October 2011.

Would you please look into this or connect me with the appropriate person?

Thanks,
Susan

Susan Draughn, Landman
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Texas General Land Office
P.O. Box 12873
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From: Susan Draughn
To: Jerad Rhodes
Date: 7/24/2014 2:56 PM
Subject: RE: Barney Robinson Unit ??

Jerad,

What Chesapeake needs to do is file a unit designation for the inclusion of the HROW lease/s. The process is pretty easy. It looks like there are several State leases that need to be included in reporting and in units. Please take a look at our GIS for a better view.
Website: http://www.glo.texas.gov/
To view GIS: Click the State of Texas icon - GIS Maps,
Launch GLO - GISWEB Viewer, Click Agree,
Map contents, check Energy Resources box,
Top of page magnifying glass icon - click
Click Land Office Data Search
Search Layer drop box: Oil & Gas Leases
In search box enter: 109870, Search
Click blue dot, lease is highlighted in blue.

Now you can see the various wells on the map. You will not be able to see API's though. The state has various leases along Beach Street.

The instructions for filing a unit designation are:
Website:
What We Do - Click Oil & Natural Gas
Click Permitting and Leasing
Click Highway Right of Way Leasing
On the rights side of the page - Forms - Highway Right of Way Unit Designation Form
Fill out and send with the County Filed copy of the Unit Designation.

Let me know what else you need.

Susan

Susan Draughn, Landman
Energy Resources/Mineral Leasing
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873
Direct: 512/463-6521
susan.draughn@glo.texas.gov

>>> Jerad Rhodes <jerad.rhodes@chk.com> 7/24/2014 1:24 PM >>>
I do not. This well started producing in 2011 and I wasn't the landman at that time.

Thanks

-----Original Message-----
From: Susan Draughn [mailto:Susan.Draughn@GLO.TEXAS.GOV]
Sent: Thursday, July 24, 2014 11:50 AM
To: Jerad Rhodes
Subject: RE: Barney Robinson Unit ??

Jerad,

There seems to be a problem, I am unable to find a state approved unit designation/agreement or a state Unit #. I also do not see any payments to this lease, so that indicates a reporting problem. Do you have a unit designation that has been approved by the state, that you can send me a copy?

Susan

>>> Jerad Rhodes <jerad.rhodes@chk.com> 7/24/2014 9:44 AM >>>
Not sure I'm understanding the question, I'm sorry.

The highway is included in the Barney Robinson Unit and it looks like the GLO is being paid per lease 109870 for the Barney Robinson 1H. We have plans to drill one more well, being the 3H in the near future. It's on the drill schedule for 2014. Thanks

-----Original Message-----
From: William McFadden
Sent: Thursday, July 24, 2014 9:31 AM
To: 'Susan Draughn'
Cc: Jerad Rhodes; Whitney Everheart
Subject: RE: Barney Robinson Unit ??

Copying Jerad Rhodes, who is the Landman for the Barney Robinson

-----Original Message-----
From: Susan Draughn [mailto:Susan.Draughn@GLO.TEXAS.GOV]
Sent: Thursday, July 24, 2014 9:28 AM
To: William McFadden
Subject: RE: Barney Robinson Unit ??

William,

I noticed that Chesapeake has a highway lease, MF109870, that has one producing well crossing the highway and four additional permits. Are there plans for a unit including the highway?

Barney Robinson #1H, 4243933388, 09-249953, producing since October 2011.

Would you please look into this or connect me with the appropriate person?

Thanks,
Susan

Susan Draughn, Landman
Energy Resources/Mineral Leasing
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873
Direct: 512/463-6521
susan.draughn@glo.texas.gov

From: Susan Draughn
To: Jerad Rhodes
Date: 8/8/2014 10:52 AM
Subject: RE: Barney Robinson Unit ??

Jerad,

What is the status for state leases along Beach Street and unit inclusion and set-up with the state?

Susan

Susan Draughn, Landman
Energy Resources/Mineral Leasing
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873
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>>> Susan Draughn 7/24/2014 2:56 PM >>>
Jerad,

What Chesapeake needs to do is file a unit designation for the inclusion of the HROW lease/s. The process is pretty easy. It looks like there are several State leases that need to be included in reporting and in units. Please take a look at our GIS for a better view.
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Direct: 512/463-6521
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Thanks,
Susan

From: Jerad Rhodes <jerad.rhodes@chk.com>
To: Susan.Draughn@GLO.TEXAS.GOV
Date: 8/11/2014 7:05 AM
Subject: RE: Barney Robinson Unit ??

Can you send the form? Thanks

-----Original Message-----
From: Susan Draughn [mailto:Susan.Draughn@GLO.TEXAS.GOV]
Sent: Friday, August 08, 2014 10:52 AM
To: Jerad Rhodes
Subject: RE: Barney Robinson Unit ??

Jerad,

What is the status for state leases along Beach Street and unit inclusion and set-up with the state?

Susan

Susan Draughn, Landman
Energy Resources/Mineral Leasing
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873
Direct: 512/463-6521
susan.draughn@glo.texas.gov

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Click Highway Right of Way Leasing
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Fill out and send with the County Filed copy of the Unit Designation.

Let me know what else you need.

From: Mary Barnstone
To: Amy Banu; bill.ries@chk.com
CC: Susan Draughn
Date: 10/15/2014 4:36 PM
Subject: Fwd: RE: Barney Robinson Unit ??
Attachments: RE: Barney Robinson Unit ??; RE: Barney Robinson Unit ??; RE: Barney Robinson Unit ??; RE: Barney Robinson Unit ??; RE: Barney Robinson Unit ??; RE: Barney Robinson Unit ??; RE: Barney Robinson Unit ??

Hi Amy and Bill-

I am working through your list and will update you as I get information on what we have received and what is missing from the folks who usually process HROW units.

See email chain, below, but to summarize, GLO staff has requested the DPU, the GLO HWY Right-of-Way Unit Designation form and unit plat from Jerad Rhodes and William McFaddin but have not yet received them.

I can get this unit set up as soon as I receive the requested documents. Email is fine. :-)

Thank you!

Mary Beth

Mary Beth Barnstone
Geotech/Landman
Mineral Leasing, Energy Resources
Texas General Land Office
Direct number: (512) 463-6818
Fax number: (512) 475-1543
Mary.Barnstone@GLO.Texas.Gov

>>> Susan Draughn 10/15/2014 4:18 PM >>>
Barney Robinson Unit series of emails.
Susan

8.

File No. MF 109870
Emails Re: Set-up of
Barney Robinson Unit CHK -
Date Filed: 7/24/14
Jerry E. Patterson, Commissioner
By SSD

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA148472

Unit Number 7145
Operator Name Chesapeake Operating Inc
Customer ID C000025243
Unit Name Barney Robinson
County 1 Tarrant
County 2
County 3
County 4
Unit type Permanent
State Net Revenue Interest 0.00842218
State Part in Unit 0.03326157
Unit Depth Allow All Depths
From Depth
To Depth

RRC District 1 05
RRC District 2
RRC District 3
RRC District 4

Well
Formation
Participation Basis Surface Acreage
If Excluions Apply: See Remarks

Effective Date 08/10/2008
Unitized For Gas
Unit Term
Old Unit Number *Inactive Status Date*

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	Lease Royalty	Tract Royalty Participation	Royalty Rate Reduction Clause
MF109870	1	4.277000	203.899000	0.02097607	0.27500000	0.00576842	No
MF113902	2	1.703000	203.899000	0.00835217	0.20000000	0.00167043	No
MF113903	3	0.802000	203.899000	0.00393332	0.25000000	0.00098333	No

API Number

Remarks:

Prepared By: MB — *Prepared Date:* 10/16/14
GLO Base Updated By: MB — *GLO Base Date:* 10/16/14
RAM Approval By: [signature] — *RAM Approval Date:* 10-16-14
GIS By: MC — *GIS Date:* 10-31-14
Well Inventory By: MB — *WI Date:* 10/16/14

Pooling Committee Report

To:	School Land Board	UPA148472
Date of Board Meeting:		Unit Number: 7145
Effective Date:	08/10/2008	
Unit Expiration Date:		
Applicant:	Chesapeake Operating, Inc.	
Attorney Rep:		
Operator:	CHESAPEAKE OPERATING INC, OKLAHOMA CITY, Oklahoma City	
Unit Name:	Barney Robinson	
Field Name:	Newark, East (Barnett Shale)	

County: Tarrant

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
	MF109870	0.27500000	12/16/2009	1 years	4.277000	4.277000	0.00576842
	MF113902	0.20000000	04/03/2013	1 years	1.703000	1.703000	0.00167043
	MF113903	0.25000000	04/03/2013	1 years	1.322000	0.802000	0.00098333

Private Acres:	197.117000
State Acres:	6.782000
Total Unit Acres:	203.899000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	3.33%
State Net Revenue Interest:	0.84%

Unit Type:	Unitized for:
Permanent	Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	

Unit 7145 - MF 109870, MF 113902

Chesapeake Operating, L.L.C., Barney Robinson, Well 3H is located 141' FSL and 378' FWL of the E.M. Daggett Survey, Abstract No. 431, Fort Worth, Tarrant County, Texas.

Chesapeake Operating, LLC, Barney Robinson, Well 3H, is located in the City of Fort Worth, Tarrant County, Texas.

REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. BEASLEY

MF 113903

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hsbeasley@msn.com

P. O. BOX 8873
FORT WORTH, TEXAS 76124

* see next page for state lease locations

N

NAD83 TxNC-SHL
N: 6955431.194
E: 2340280.647
LAT: 32.743118°
LON: -97.290754°

NAD27 TxNC-SHL
X: 2064425.344
Y: 391628.756
LAT: 32.742989°
LON: -97.290461°

NAD27 TxNC-PP
X: 2065195.973
Y: 390850.639
LAT: 32.740842°
LON: -97.287958°

NAD27 TxNC-UPP
X: 2065268.577
Y: 390689.699
LAT: 32.740400°
LON: -97.287725°

NAD27 TxNC-LPP
X: 2065899.044
Y: 387335.281
LAT: 32.731175°
LON: -97.285697°

NAD27 TxNC-BHL
X: 2065928.294
Y: 387173.196
LAT: 32.730731°
LON: -97.285603°

Total Acreage - 203.899 ac.
Total Unleased - 13.132 ac.
Total Leased - 190.767 ac.

E.M. Daggett Survey A-431
J. Sanderson Survey A-1430
141' Survey
378' Survey
J. Armendarius Survey A-1773
J. Davis Survey A-418
J. Vanriper Survey A-1590
J. Sublett Survey A-1409
J. Ringer Survey A-1286
Wm. Mann Survey A-996
Mckinney & Williams Survey A-1112
205' Survey
107' Survey

COI Hickman
COI Maddox-Badger
COI Sublett
XTO TWU A
XTO Ram

SHL El: 550'
PP
UPP
PP @ 7,044'MD
UPP @ 7,257'MD
LPP @ 10,681'MD
PLPP
LPP
BHL
Existing 1H
Permitted 2H
342'
224'
987'
475'
602'
111'
1863'
570'
29'
394a
389'
417'
54'
216'

– Unleased Tract

Page 1 of 3

Prepared 13 October 2014

Basisi of Bearings: NAD27 Texas North Central Zone.
Grid scale factor: 0.99986708139

600 0 300 600 1200
1 inch = 600 ft.

As-Drilled Plat
Barney Robinson. Well 3H
CHESAPEAKE OPERATING. L.L.C.
190.767 Leased Acre Barney Robinson
Fort Worth, Tarrant County, Texas.

CHK-Robinson 3H asd.dwg

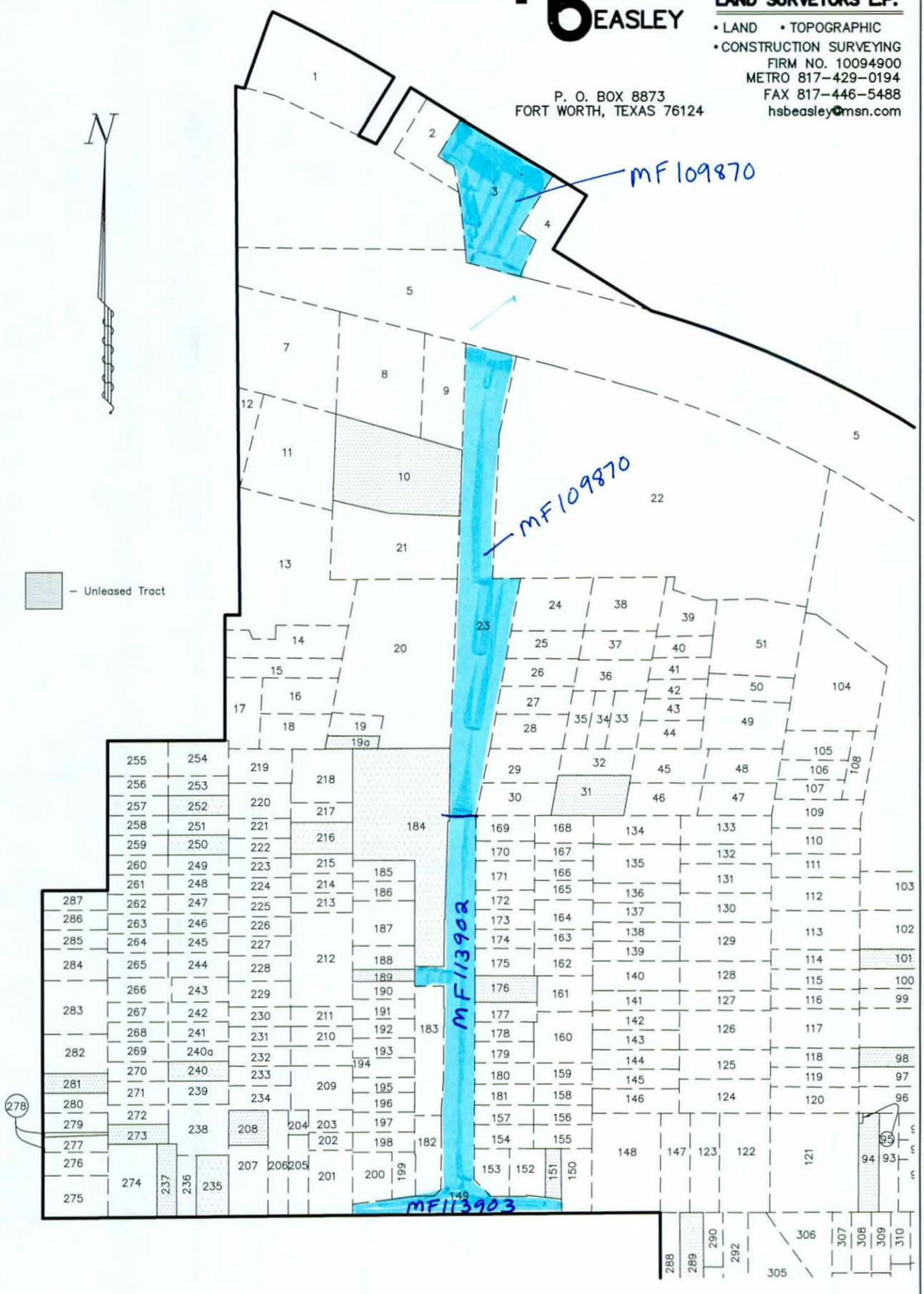
REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. BEASLEY

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hsbeasley@msn.com

P. O. BOX 8873
FORT WORTH, TEXAS 76124



Basisi of Bearings: NAD27 Texas North Central Zone.
Grid scale factor: 0.99986708139

300 0 150 300 600
1 inch = 300 ft.

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CHESAPEAKE OPERATING. L.L.C.
190.767 Leased Acre Barney Robinson
Fort Worth, Tarrant County, Texas.

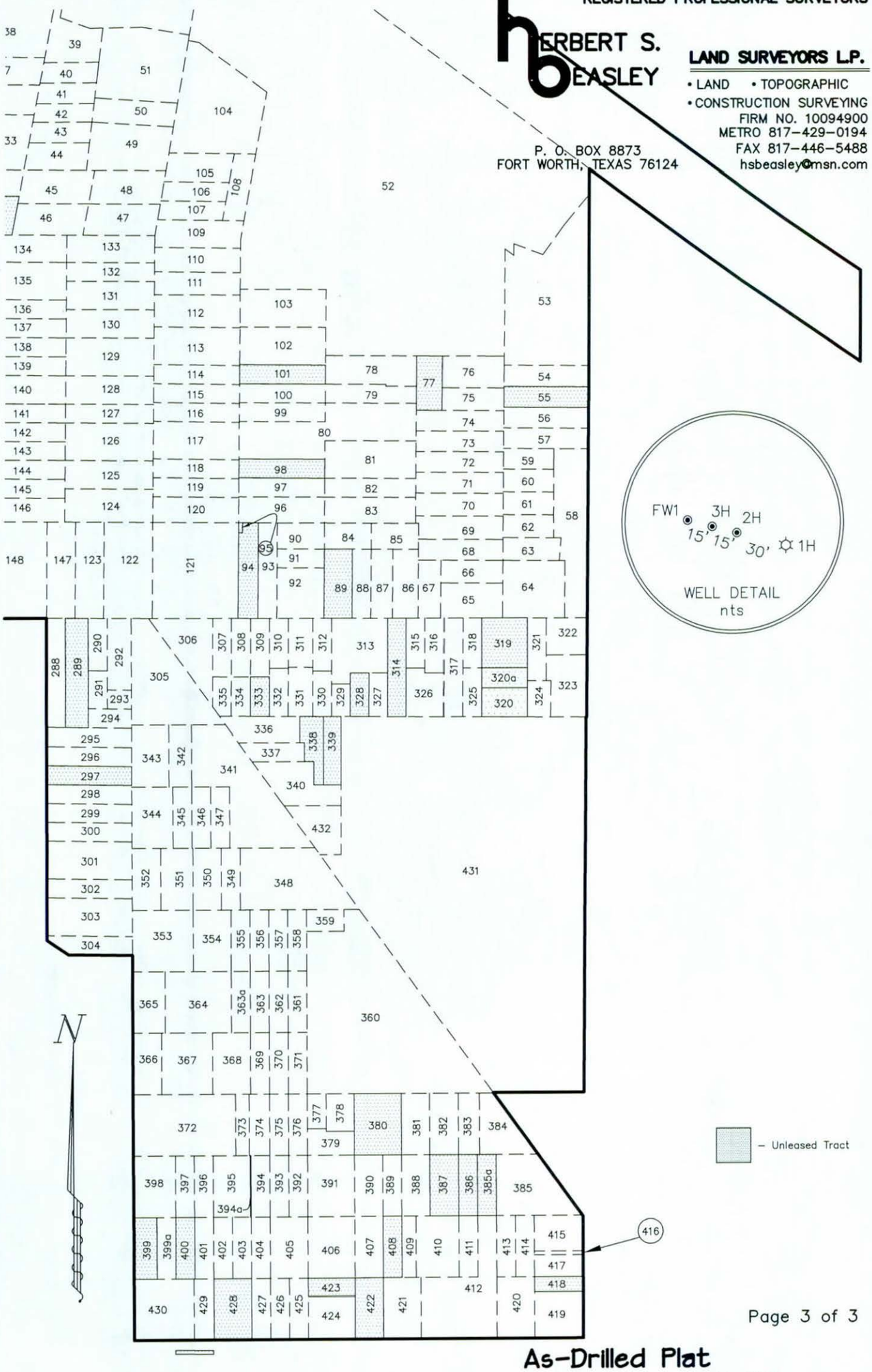
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1 inch = 300 ft.

7145

Highway Right-of-Way Unit Designation Form
Texas General Land Office
Jerry Patterson, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

OPERATOR INFORMATION

Contact Name Darren Gagliardi Phone (405) 935-4153

Name of Pooled Unit Barney Robinson

Operator of Pooled Unit Chesapeake Operating, Inc. County Tarrant

Effective Date of Unit Declaration: 8/10/2008

HROW LEASE(S) IN UNIT

HRWO State Lease No.	Lease Date	Term	HROW Royalty	Total Acreage in HROW Lease	HROW Lease Acreage in Unit
MF 109870	12/16/2008	1 yr.	27.5%	4.277	4.277
MF 113902	4/3/2012	1 yr.	20%	1.703	1.703
MF 113903	4/3/2012	1 yr.	25%	1.322	.802

Total Acreage In Pooled Unit 203.899 Ac.

State's Royalty Revenue Interest in Unit: .008176 Total HRWO Acreage In Unit 6.782 Ac.

Total Private Acreage In Unit (Total Acreage – Total HROW Acreage) 197.117 Ac.

Attach a plat showing the pooled unit outline, unit well(s) location, and HROW lease tracts.

Type of Mineral Pooled: ☐ Oil ☑ Gas ☐ Oil & Gas

Pooled Interval: All Depths ☑ Top Depth_____ Base Depth_____

If pooling a Formation(s) please list Formation Name:_____

RRC Field Name(s): Newark, East (Barnett Shale)

UNIT WELL(S)

API # 439-33388 RRC ID# 249953

API # 439-36858 RRC ID# N/A

API # _____ RRC ID# _____

API # _____ RRC ID# _____

DECLARATION OF POOLED UNIT
BARNEY ROBINSON UNIT

STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TARRANT)

This Declaration of Pooled Unit is executed to be effective as of August 10, 2008, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **187.420 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Unit Name. The pooled unit created hereby shall be known as the "**Barney Robinson Unit**."

4. Additional Interest; Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.

5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the pooled unit described herein, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the respective owner of such full or undivided interests.

6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in Tarrant County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

Chesapeake Exploration LLC,
An Oklahoma limited liability company

By:_____
Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel
Chesapeake Operating, Inc, General Partner

3913, L.P.

By:_____
Houston Hall, Managing Member of GH Hall, L.L.C.
General Partner of 3913, L.P.

Date:_____

Abraham Oil & Gas, Ltd.

By:_____
William E. Abraham

Title: Vice President of Abraham G.P., Inc.

Date:_____

CERES Resource Partners, L.P.
By: Smith Allen Oil & Gas, Inc. General Partner

By:_____
Casey McManemin, Vice-President

Date:_____

GO Oil Corporation

By:_____
G.M. Poynor, President

Date:_____

GO Oil Corporation

By:_____
Glenn Poynor

Title:_____

Date:_____

Greyledge, LLC

By:_____
William D. Forster, President

Date:_____

Parallel Petroleum Corporation

By:_____
Eric Bayley, P.E. Vice President-Corporate Engineer

Date:_____

Razorback II, L.P.
Managing Member of Teason LLC
General Partner of Razorback II, LP

By:_____
Wallace L. Hall, Sr.

Title:_____

Date:_____

Dig the Holes Partners, L.P.
A Texas limited partnership

By:_____
Wallace L. Hall, Jr., President

Date:_____

WES-TEX Drilling Co., L.P.

By:_____
David Morris, Executive Vice President

Date:_____

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public in and for said County and State, on this 25TH day of August, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires:
My Commission Number:

SARAH PRUITT NOTARY PUBLIC STATE OF OKLAHOMA EXP. 04/30/11

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by Houston Hall, Managing Member of GH Hall, L.L.C. General Partner of 3913,L.P.

Notary Public

My Commission Expires:
My Commission Number:

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by William E. Abraham V.P. of Abraham G.P., Inc. a General Partner of Abraham Oil and Gas, Ltd.

Notary Public

My Commission Expires:
My Commission Number:

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by William C. McManemin on behalf of CERES Resources Partners, L.P.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by Marvin L. Cooper on behalf of Cooper Family Trust.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by G.M. Poynor on behalf of GO Oil Corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by Glenn Poynor on behalf of GO Oil Corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by William D. Forster on behalf of Greyledge, L.L.C.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by Eric Bayley, P.E. Vice President-Corporate Engineer on behalf of Parallel Petroleum Corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by Wallace L. Hall, Sr. on behalf of Razorback II, L.P.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by Wallace L. Hall, Jr., President on behalf of Dig the Holes Partners, L.P.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2008 by David Morris, Executive Vice President on behalf of Wes-Tex Drilling Co., L.P.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated September 10, 2008

Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Lease Number	Owner Name	Addition	Block	Lot	Lessee	Lease Filing	Lease Date
TX2205489-000	Union Pacific Railroad	Mann, William Survey	Block	Lot	DALE RESOURCES, LLC	D206311773	21-Aug-06
TX0124853-000	Romero, Ramon Etux Maria	Anderson Sub Of Van Riper Addn	Block	Lot 5	DALE PROPERTY SERVICES, LLC	D208212694	21-May-08
TX0098869-000	Romero, Juan & Maria De Jesus	Anderson Sub Of Van Riper Addn	Block	Lot 6	DALE PROPERTY SERVICES, LLC	D207409200	22-Oct-07
TX0070451-000	Benson, Johnnie M	Beach Industrial District	Block 1	Lot 1	DALE PROPERTY SERVICES, LLC	D207150028	27-Mar-07
TX2208415-000	Alan E Rich, as Trustee of the Alan e Rich Heritage Trust	Beach Industrial District	Block 1	Lot 1A	DALE RESOURCES, LLC	D206118319	30-Mar-06
TX2202806-000	Smith, Christopher Etux Marie-Jose	Beach Industrial District	Block 1	Lot 3	DALE RESOURCES, LLC	D206261349	19-Jul-06
TX2208419-000	Robertson-Campbell Co	Berwyn Addition	Block	Lot 22	DALE RESOURCES, LLC	D206169410	8-May-06
TX0107014-000	City Vending Co Inc	Boaz & Dillow Addition	Block 1	Lots 1 Thru 3	DALE RESOURCES, LLC	D208028231	14-Sep-06
TX0103289-000	Villarreal, Maria Norma a/k/a Maria Norma Ruiz	Boaz & Dillow Addition	Block 2	Lots 1 & W40' of Lot 2	DALE PROPERTY SERVICES, LLC	D207449836	27-Nov-07
TX0089169-000	Ruiz, Gustavo	Boaz & Dillow Addition	Block 2	Lots 2B & 3	DALE PROPERTY SERVICES, LLC	D207337103	29-Aug-07
TX0114143-000	Alvarado, Alfredo	Boaz & Dillow Addition	Block 2	Lots 2B & 3	DALE PROPERTY SERVICES, LLC	D208112340	26-Mar-08
TX0125194-000	Mount Moriah Baptist Church	Boaz & Dillow Addition	Block 2	Lots 4 Thru 9	DALE PROPERTY SERVICES, LLC	D208214104	2-Jun-08
TX0102167-000	Alonso, Efrain Etux Maria	Boaz & Dillow Addition	Block 2	Lot 10	DALE PROPERTY SERVICES, LLC	D207441258	14-Nov-07
TX0096710-000	Sanchez, David Etux Lourdes	Boaz & Dillow Addition	Block 2	Lot 11	DALE PROPERTY SERVICES, LLC	D207384638	11-Oct-07
TX0087206-000	Barboza, Flor	Boaz & Dillow Addition	Block 2	Lot 12	DALE PROPERTY SERVICES, LLC	D207322687	29-Aug-07
TX0087205-000	Garcia, Miguel Angel Etux Rosa Maria Barboza	Boaz & Dillow Addition	Block 2	Lots 13 & 14	DALE PROPERTY SERVICES, LLC	D207322688	29-Aug-07
TX0102511-000	Romero, Jose Etux Martha	Boaz & Dillow Addition	Block 3	Lots 1 & W15' of Lot 2	DALE PROPERTY SERVICES, LLC	D207441151	28-Nov-07
TX0087217-000	Gaucin, Juan Francis Etux Oralia Borjon	Boaz & Dillow Addition	Block 3	E35' of Lots 2 & 3	DALE PROPERTY SERVICES, LLC	D207322681	28-Aug-07
TX0087207-000	Calton, Pearlie M	Boaz & Dillow Addition	Block 3	Lots 4 & W1/2 of Lot 5	DALE PROPERTY SERVICES, LLC	D207322686	29-Aug-07
TX0125674-000	Valdez, Natalio Etux Evangelina Rosales	Boaz & Dillow Addition	Block 3	Lot 6	DALE PROPERTY SERVICES, LLC	D208228652	5-Jun-08
TX0090820-000	Croft Management Inc	Boaz & Dillow Addition	Block 3	Lots 7 Thru 10 & E1/2 of Lot 6	DALE PROPERTY SERVICES, LLC	D207409185	19-Sep-07
TX0087230-000	Borjon, Humberto	Boaz & Dillow Addition	Block 3	Lot 11	DALE PROPERTY SERVICES, LLC	D207322679	29-Aug-07
TX0101159-000	Rodriguez, Manuel	Boaz & Dillow Addition	Block 3	Lot 13	DALE PROPERTY SERVICES, LLC	D207433616	2-Nov-07
N/A	Roberts, Eric J	Boaz & Dillow Addition	Block 3	Lot 14	PALOMA BARNETT, LLC	D208063708	17-Dec-07
N/A	Nerio, Victor Etux Conrada	Boaz & Dillow Addition	Block 3	Lot 15	PALOMA BARNETT, LLC	D208114175	24-Nov-07
TX0086261-000	Zaragoza, Gilberto V Etux Andrea H	Boaz & Dillow Addition	Block 3	Lot 16	DALE PROPERTY SERVICES, LLC	D207307177	22-Aug-07
TX0119532-000	Perez, Sebastian Etux Arcelia Tolentino	Boaz & Dillow Addition	Block 3	Lot 17	DALE PROPERTY SERVICES, LLC	D208179979	10-May-08
TX0119531-000	Perez, Sebastian Etux Arcelia Tolentino	Boaz & Dillow Addition	Block 3	Lot 18	DALE PROPERTY SERVICES, LLC	D208179978	10-May-08
TX0089175-000	Roberts, Juanita U	Boaz & Dillow Addition	Block 3	Lots 19 Thru 21	DALE PROPERTY SERVICES, LLC	D207337104	29-Aug-07
TX0098732-000	Saueda, Juan Jr. Etux Elizabeth	Boaz & Dillow Addition	Block 6	Lots 1 & W1/2 of Lot 2	DALE PROPERTY SERVICES, LLC	D207409185	16-Oct-07
TX0100598-000	Romero, Juan Etux Maria	Boaz & Dillow Addition	Block 6	Lot 6	DALE PROPERTY SERVICES, LLC	D207416322	22-Oct-07
TX0100600-000	Romero, Juan Etux Maria	Boaz & Dillow Addition	Block 6	Lot 7	DALE PROPERTY SERVICES, LLC	D207416325	22-Oct-07
TX0105372-000	Rodriguez, Alcides Etux Olga	Boaz & Dillow Addition	Block 6	Lot 8	DALE PROPERTY SERVICES, LLC	D208011410	20-Dec-07
TX0087741-000	Hernandez, Justo Cayetano Etux Mayra H	Boaz & Dillow Addition	Block 6	Lot 9	DALE PROPERTY SERVICES, LLC	D207326507	29-Aug-07
TX0104577-000	Nix, Jessie M	Boaz & Dillow Addition	Block 6	Lot 14	DALE PROPERTY SERVICES, LLC	D208003373	18-Dec-07
TX0106891-000	Thonesavanh, Thongsy	Boaz & Dillow Addition	Block 6	Lot 15	DALE PROPERTY SERVICES, LLC	D208019933	28-Nov-07
TX0086263-000	Souvannasane, Khamphou	Boaz & Dillow Addition	Block 6	Lot 16	DALE PROPERTY SERVICES, LLC	D207307176	22-Aug-07
TX0119533-000	Johnson, Robert	Boaz & Dillow Addition	Block 6	Lots 17 & 18	DALE PROPERTY SERVICES, LLC	D208179980	9-May-08
TX0124964-000	Ramero, Raymond Etux Maria Refugio	Boaz & Dillow Addition	Block 6	Lots 19 & E35' of Lot 20	DALE PROPERTY SERVICES, LLC	D208212692	21-May-08
TX0124851-000	Ramero, Raymond Etux Maria Refugio	Boaz & Dillow Addition	Block 6	W15' of Lot 20 & E35' of Lot 21	DALE PROPERTY SERVICES, LLC	D208212692	21-May-08

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated September 10, 2008

Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Lease Number	Owner Name	Addition	Block	Lot	Lessee	Lease Filing	Lease Date
TX0124226-000	Romero, Ramon Jr. Etux Veronica	Boaz & Dillow Addition	Block 6	Lots 22 7 W15' of Lot 21	DALE PROPERTY SERVICES, LLC	D208211880	21-May-08
TX0087232-000	Stark, Bobby Gene	Boaz & Dillow Addition	Block 7	Lot 6	DALE PROPERTY SERVICES, LLC	D207322678	29-Aug-07
TX0112466-000	Souvannasane, Khamphene Joy	Boaz & Dillow Addition	Block 7	Lots 7 & E4' of Lot 6	DALE PROPERTY SERVICES, LLC	D208090958	7-Mar-08
TX0087211-000	Borjon, Luis Etux Rosa	Boaz & Dillow Addition	Block 7	Lot 8	DALE PROPERTY SERVICES, LLC	D207322684	29-Aug-07
TX0112509-000	Souvannasane, Khamphou	Boaz & Dillow Addition	Block 7	Lot 9	DALE PROPERTY SERVICES, LLC	D208090961	7-Mar-08
TX0117339-000	Duran, Salvador Munoz Etux Esperanza	Boaz & Dillow Addition	Block 7	Lot 10	DALE PROPERTY SERVICES, LLC	D208150349	21-Apr-08
N/A	Williams, Lawrence	Boaz & Dillow Addition	Block 7	N70' of Lot 10	PALOMA BARNETT, LLC	D208065989	17-Jan-08
TX0114388-000	Stegger, Eddie Etux Bessie	Boaz & Dillow Addition	Block 7	N70' of Lot 11	DALE PROPERTY SERVICES, LLC	D207109990	26-Mar-08
TX0119142-000	Reyes, Juan Etux Martha	Boaz & Dillow Addition	Block 7	Lot 12	DALE PROPERTY SERVICES, LLC	D208175678	3-May-08
N/A	Favela, Jaime & Ma De Jesus	Boaz & Dillow Addition	Block 7	Lot 14	PALOMA BARNETT, LLC	D208028177	29-Oct-07
N/A	Romero, Evangelina S	Boaz & Dillow Addition	Block 7	Lot 15	PALOMA BARNETT, LLC	D208112465	7-Dec-07
TX0098137-000	Ma, Eliza Yuk-Kuen & Leona King-Yan Cheah	Boaz & Dillow Addition	Block 7	Lot 16	DALE PROPERTY SERVICES, LLC	D207399717	30-Oct-07
TX0067871-000	Cushman, James	Boaz & Dillow Addition	Block 7	W48' of Lot 17	DALE PROPERTY SERVICES, LLC	D207125959	16-Mar-07
TX0067870-000	Cushman, James	Boaz & Dillow Addition	Block 7	W18' of Lot 18	DALE PROPERTY SERVICES, LLC	D207125958	16-Mar-07
TX0092971-000	Soto, Cenonita Sema Etvir Miguel	Boaz & Dillow Addition	Block 7	Lot 19	DALE PROPERTY SERVICES, LLC	D207353496	19-Sep-07
TX0093078-000	Gaddy, Betty a/k/a Betty Collins	Boaz & Dillow Addition	Block 7	Lots 21 & 22	DALE PROPERTY SERVICES, LLC	D207364787	26-Sep-07
TX0105419-000	Wendler, David Hugh Etux Amy	Boaz & Dillow Addition	Block 8	Lots 1 & 2	DALE PROPERTY SERVICES, LLC	D208011405	7-Dec-07
TX0092657-000	Velazquez, Jose A Etux Antonia	Boaz & Dillow Addition	Block 8	Lots 5 & E1/2 of Lot 4	DALE PROPERTY SERVICES, LLC	D207359793	18-Sep-07
TX0107239-000	Montelongo, Jose Noe Etux Norma Mayela	Boaz & Dillow Addition	Block 8	Lot 6 & W6' of Lot 7	DALE PROPERTY SERVICES, LLC	D208026360	21-Jan-08
TX0125663-000	The Ramon Romero Corporation, Inc	Boaz & Dillow Addition	Block 8	Lot 8 & E44' of Lot 7	DALE PROPERTY SERVICES, LLC	D208211882	21-May-08
N/A	Swinford, Michael Etux Shelia	Boaz & Dillow Addition	Block 8	W1/2 of Lot 15 & 16	PALOMA BARNETT, LLC	D208030443	23-Nov-07
N/A	Nix, Jessie & George Miramonte	Boaz & Dillow Addition	Block 8	Lot 17	DALE PROPERTY SERVICES, LLC	D208235323	21-May-08
TX0107152-000	Plasencia, Joel J	Boaz & Dillow Addition	Block 8	Lot 18	DALE PROPERTY SERVICES, LLC	D208021538	14-Jan-08
TX0092921-000	Sanchez, Fransisco Etux Rachel	Boaz & Dillow Addition	Block 9	Lot 1	DALE PROPERTY SERVICES, LLC	D207364992	26-Sep-07
TX0124279-000	Garza, Enrique L & Erlinda	Boaz & Dillow Addition	Block 9	Lot 3	DALE PROPERTY SERVICES, LLC	D208212862	22-May-08
TX0083081-000	S R Davidson Family Lp	Boaz & Dillow Addition	Block 9	W37.5' of Lot 3	DALE PROPERTY SERVICES, LLC	D207291698	17-Jul-07
TX0124262-000	Garza, Enrique Etux Erlinda	Boaz & Dillow Addition	Block 9	Lot 5	DALE PROPERTY SERVICES, LLC	D208212861	22-May-08
N/A	Lopez, Maria Pilar	Boaz & Dillow Addition	Block 9	Lot 6	PALOMA BARNETT, LLC	D208030439	27-Nov-07
TX0074953-000	Austin, James N Jr	Boaz & Dillow Addition	Block 9	Lot 7	DALE PROPERTY SERVICES, LLC	D207216893	5-Jun-07
TX0108295-000	Munoz, Donna Hoyle	Boaz & Dillow Addition	Block 9	Lot 8	DALE PROPERTY SERVICES, LLC	D208040826	28-Jan-08
TX0087209-000	Munoz, Candelario D Etux Donna H	Boaz & Dillow Addition	Block 9	Lot 9	DALE PROPERTY SERVICES, LLC	D207322685	29-Aug-07
TX0113372-000	Jones, Rayble E Jr	Boaz & Dillow Addition	Block 9	N65' of Lots 10 & 11	DALE PROPERTY SERVICES, LLC	D208099905	14-Mar-08
TX0105001-000	Butler, James	Boaz & Dillow Addition	Block 9	Lots 14 & 15	DALE PROPERTY SERVICES, LLC	D207456810	12-Dec-07
TX0105001-000	Butler, James	Boaz & Dillow Addition	Block 9	N115' of Lots 16 Thru 19	DALE PROPERTY SERVICES, LLC	D207216893	5-Jun-07
TX0106919-000	Steptoe, Marion H Etvir Johnny M	Boaz & Dillow Addition	Block 9	N115' of Lot 20	DALE PROPERTY SERVICES, LLC	D208019755	19-Dec-07
TX0106921-000	Steptoe, Marion H Etvir Johnny M	Boaz & Dillow Addition	Block 9	Lot 21	DALE PROPERTY SERVICES, LLC	D208019750	19-Dec-07
N/A	Resendiz, Jose Etux Maria	Boaz & Dillow Addition	Block 10	Lots 1 & 2	PALOMA BARNETT, LLC	D208096429	21-Feb-08

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated September 10, 2008

Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Lease Number	Owner Name	Addition	Block	Lot	Lessee	Lease Filing	Lease Date
TX0079776-000	Palomares, Juan Etux Rita M	Boaz & Dillow Addition	Block 10	Lot 4	DALE PROPERTY SERVICES, LLC	D207263373	18-Jul-07
TX0112526-000	Hernandez, Agustin	Boaz & Dillow Addition	Block 10	Lot 5	DALE PROPERTY SERVICES, LLC	D208090977	11-Mar-08
TX0127487-000	Avelar, Juan Carlos & David Avelar	Boaz & Dillow Addition	Block 10	Lot 7	DALE PROPERTY SERVICES, LLC	D208261631	17-Jun-08
TX0116826-000	Eliza Investments, LP	Boaz & Dillow Addition	Block 10	Lots 8 & 9	DALE PROPERTY SERVICES, LLC	D208141665	9-Apr-08
TX0093105-000	Soto, Cenonita Serna Etvir Miguel	Boaz & Dillow Addition	Block 10	Lot	DALE PROPERTY SERVICES, LLC	D207353497	19-Sep-07
TX0128311-000	Thomas, Charles Jr	Boaz & Dillow Addition	Block 10	Lot 12	DALE PROPERTY SERVICES, LLC	D208261935	25-Jun-08
N/A	Caruthers, Claudia	Boaz & Dillow Addition	Block 10	Lot 19R	PALOMA BARNETT, LLC	D208032702	24-Nov-07
N/A	Chowdhury, Shahnaz Begum	Boaz & Dillow Addition	Block 10	Lot 20R	PALOMA BARNETT, LLC	D208080066	26-Nov-07
TX2207895-000	Elser, Douglas R	Bucy, A M Subdivision	Block	Lot 1	DALE RESOURCES, LLC	D206281864	26-Jun-06
TX0104852-000	Leija, Edward	Bucy, A M Subdivision	Block	Lot 2	DALE PROPERTY SERVICES, LLC	D208004988	19-Dec-07
TX0088651-000	Hoskins, Linda Jean	Bucy, A M Subdivision	Block	Lot 3	DALE PROPERTY SERVICES, LLC	D207322695	29-Aug-07
TX0098171-000	Cap H Investments Llc	Bucy, A M Subdivision	Block	Lot 4	DALE PROPERTY SERVICES, LLC	D207403914	11-Oct-07
TX0098171-000	Cap H Investments Llc	Bucy, A M Subdivision	Block	Lot 5	DALE PROPERTY SERVICES, LLC	D207403914	11-Oct-07
TX0076379-000	Bran-Dan Partnership Llc	Colonial Manor Addition	Block 1	Lot 1R	DALE RESOURCES, LLC	D206405390	7-Dec-06
TX2208419-000	Robertson-Campbell Co	Conner Ave Industrial Addition	Block 1	Lots 1 Thru 15	DALE RESOURCES, LLC	D206169410	8-May-06
TX2202416-000	Velazquez, Everardo Etux Emilia	Conner, S A Addition	Block	Lot 3	DALE RESOURCES, LLC	D206343288	16-Sep-06
TX0111200-000	United Land Holdings Ltd	Conner, S A Addition	Block	Lot 4	DALE RESOURCES, LLC	D206398486	14-Sep-06
TX0107014-000	City Vending Co Inc f/k/a Ft Worth Vending Co	Conner, S A Addition	Block	Lot 5	DALE RESOURCES, LLC	D208028231	14-Sep-06
TX2200597-000	Beavers, Charles Timothy	Conner, S A Addition	Block	Lots 1 & 2	DALE RESOURCES, LLC	D206300394	30-Aug-06
TX0072214-000	Ortiz, Joel A Etux Celia	Conner, S A Addition	Block	Lots 6 Thru 8	DALE PROPERTY SERVICES, LLC	D207177459	14-May-07
TX0073869-000	Othman, Amal	Conner, S A Addition	Block	Lots 9 Thru 11	DALE PROPERTY SERVICES, LLC	D207198785	31-May-07
TX0058203-000	Santiesteban, Honorio N Etux Yolanda	Conner, S A Addition	Block	Lots 12 Thru 15	DALE RESOURCES, LLC	D207018480	26-Dec-06
TX0050127-000	Harrison, Elizabeth	Conner, S A Addition	Block	Lots 16 & 17	DALE RESOURCES, LLC	D206319392	2-Sep-06
TX0125766-000	Williams, Orange Ree	Conner, S A Addition	Block	Lots 18 Thru 20	DALE PROERTY SERVICES	D208231884	4-Jun-08
TX2205498-000	Cotman, Vernay	Conner, S A Addition	Block	Lots 21 Thru 24	DALE RESOURCES, LLC	D206300389	29-Aug-06
TX0070900-000	Torres, Margarita Veloz	Conner, S A Addition	Block	Lots 25 Thru 27	DALE PROPERTY SERVICES, LLC	D207160203	14-Mar-07
TX0086264-000	Ramirez, Juan Etux Esperanza Moreno	Conner, S A Addition	Block	Lots 31 & 32	DALE PROPERTY SERVICES, LLC	D207307175	22-Aug-07
TX0070963-000	Baker, Jimmie Lee & Arhtur L. Baker	Conner, S A Addition	Block	Lots 33 & 34	DALE PROPERTY SERVICES, LLC	D207160186	21-Mar-07
TX0054226-000	Magallanes, Eloisa	Conner, S A Addition	Block	Lots 35 & 36	DALE RESOURCES, LLC	D206405258	29-Nov-06
TX0058143-000	Nerio, Roberto Etux Bertha	Conner, S A Addition	Block	Lots 37 Thru 40	DALE RESOURCES, LLC	D207049925	30-Dec-06
TX0058697-000	Alanis, Cruz J	Conner, S A Addition	Block	Lots 41 & 42	DALE RESOURCES, LLC	D207043556	23-Jan-07
TX0058759-000	Cardoza-Chairez, Carlos	Conner, S A Addition	Block	Lots 43 & 44	DALE PROPERTY SERVICES, LLC	D207043561	16-Jan-07
TX0073949-000	Delp, Gertrude	Conner, S A Addition	Block	Lots 45 & 46	DALE PROPERTY SERVICES, LLC	D207197054	10-May-07
TX0079625-000	Arcos, Ramon Etux Alma Guadalupe	Conner, S A Addition	Block	Lots 47 & 48	DALE PROPERTY SERVICES, LLC	D207259081	13-Jul-07
TX0115182-000	Ramirez, Pablo L	Conner, S A Addition	Block	Lots 54 & 54	DALE PROPERTY SERVICES, LLC	D208123011	19-Mar-08
TX0095770-000	Martinez, Margarito Javier Etux Magdalena Soto	Conner, S A Addition	Block	Lots 56 & 57	DALE PROPERTY SERVICES, LLC	D207359792	19-Sep-07
TX0128310-000	Roman, Efrain Etuc Bertha	Conner, S A Addition	Block	Lots 60 & 61	DALE PROPERTY SERVICES, LLC	D208261934	7-Jul-08
TX0058396-000	TLP Properties Llc	Conner, S A Addition	Block	Lots 62 & 63	DALE PROPERTY SERVICES, LLC	D207048254	31-Jan-07
TX0074751-000	Harris, Joseph S	Conner, T H Addition	Block	Lots 1 Thru 3	DALE PROPERTY SERVICES, LLC	D207210655	12-Jun-07
TX0073906-000	Mahmoud, Mousa	Conner, T H Addition	Block	Lot 5	DALE PROPERTY SERVICES, LLC	D207198746	1-Jun-07

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated September 10, 2008

Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Lease Number	Owner Name	Addition	Block	Lot	Lessee	Lease Filing	Lease Date
TX0069331-000	Loredo, Janice D	Conner, T H Addition	Block	Lots 7 & 8	DALE PROPERTY SERVICES, LLC	D207142365	27-Feb-07
TX0073023-000	Compton, Betty Guidonia	Conner, T H Addition	Block	Lot 9	DALE PROPERTY SERVICES, LLC	D207190182	27-Feb-07
TX0062488-000	Williams, Orange R	Conner, T H Addition	Block	Lot 11	DALE PROPERTY SERVICES, LLC	D207073532	9-Feb-07
TX2202461-000	Walker, Vincent T	Conner, T H Addition	Block	Lot 12	DALE RESOURCES, LLC	D206343287	16-Sep-06
TX0077192-000	Ruiz, Manuel Etux Teresa	Conner, T H Addition	Block	Lot 13A	DALE RESOURCES, LLC	D206343716	18-Sep-06
TX2201285-000	Jones, Gloria Y	Conner, T H Addition	Block	Lot 13B	DALE RESOURCES, LLC	D206340906	20-Sep-06
TX0054296-000	Swords, Logan	Conner, T H Addition	Block	Lots 15 & N23' of Lot 14	DALE RESOURCES, LLC	D206404731	17-Nov-06
TX2207486-000	York, Leroy J	Conner, T H Addition	Block	S65' of Lot 14	DALE RESOURCES, LLC	D206342450	3-Oct-06
TX0070905-000	Veloz, Margarita & Erika Torres	Conner, T H Addition	Block	W145' of Lot 16	DALE PROPERTY SERVICES, LLC	D207160202	14-Mar-07
TX0063112-000	Castaneda, Laura	Conner, T H Addition	Block	Lot 17	DALE PROPERTY SERVICES, LLC	D207082753	23-Feb-07
TX0125190-000	Vega, Profirio H Etux Teresa M	Conner, T H Addition	Block	W145' of Lot 18	DALE PROPERTY SERVICES, LLC	D208214102	21-May-08
TX0056307-000	Romero, Ramon Jr Etux Veronica	Conner, T H Addition	Block	Lot 20	DALE RESOURCES, LLC	D207011672	21-Jul-06
TX2207894-000	Robinson, Barney J	Daggett, E M Survey	Block	A 431 Tr 3A	DALE RESOURCES, LLC	D206346638	5-Apr-06
TX0111200-000	United Land Holdings Ltd	Daggett, E M Survey	Block	A 431 Tr 3A03	DALE RESOURCES, LLC	D206398486	14-Sep-06
TX0062487-000	Alonzo, Daniel	Essex Place Addition	Block	N1' of Lot 9 & S44' of Lot 10 & N26' of Lot 11	DALE PROPERTY SERVICES, LLC	D207073531	7-Feb-07
TX2201456-000	Erskine, Lillie Faye	Essex Place Addition	Block	Lots 13 & 14	DALE RESOURCES, LLC	D206342741	7-Aug-06
TX2201673-000	Murphy, Miles Eugene Etux Mary L	Essex Place Addition	Block	Lot 15	DALE RESOURCES, LLC	D206244766	30-Jun-06
TX2200351-000	Anderson, David C	Essex Place Addition	Block	Lots 16 & S3' of Lot 17	DALE RESOURCES, LLC	D206341018	26-Sep-06
TX2202783-000	Wilson, Charles Clayton Etux Ova Mae	Essex Place Addition	Block	Lot 27	DALE RESOURCES, LLC	D206244760	20-Jul-06
TX2202783-000	Wilson, Charles Clayton Etux Ova Mae	Essex Place Addition	Block	Lots 29 & S10' of Lot 30	DALE RESOURCES, LLC	D206244760	20-Jul-06
TX2203216-000	Stacy, Jimmy O & Jay Allen Stacy	Essex Place Addition	Block	N40' of Lot 30 & S10' of Lot 31	DALE RESOURCES, LLC	D206223022	30-Jun-06
TX0062481-000	Alonso, Nora	Essex Place Addition	Block	N40' of Lot 31 & S10' of Lot 32	DALE PROPERTY SERVICES, LLC	D207073529	8-Feb-07
TX0062422-000	Camarillo, Ezequiel Etux Alma Del	Essex Place Addition	Block	N40' of Lot 32 & S10' of Lot 33	DALE PROPERTY SERVICES, LLC	D207073534	7-Feb-07
TX0062483-000	Hamilton, Robert D Etux Tawana	Essex Place Addition	Block	Lots 36 & N10.5' of Lot 35	DALE PROPERTY SERVICES, LLC	D207073530	3-Feb-07
TX2201545-000	Rangel, Maria	Essex Place Addition	Block	Lot 43	DALE RESOURCES, LLC	D206223021	22-Jun-06
TX0073868-000	Barrera, Jesus Etux Mirna	Essex Place Addition	Block	Lot 44	DALE PROPERTY SERVICES, LLC	D207198786	28-May-07
TX0125534-000	Lindquist, Jeffery Etux Teresa	Essex Place Addition	Block	Lot 46	DALE PROPERTY SERVICES, LLC	D208232797	3-Jun-08
TX0054200-000	Ritchey, Carol	Essex Place Addition	Block	Lot 48	DALE RESOURCES, LLC	D206405257	29-Nov-06
TX2205364-000	Saltsgiver, Keith Etux Janet	Essex Place Addition	Block	Lot 49	DALE RESOURCES, LLC	D206319424	8-Sep-06
TX0096709-000	Allard, Laura	Essex Place Addition	Block	Lot 50	DALE PROPERTY SERVICES, LLC	D207384639	13-Oct-07
TX2200996-000	Serrano, Gilberto Etux Alice Estrada	Essex Place Addition	Block	Lots 51 & 52	DALE RESOURCES, LLC	D206311786	29-Aug-06
TX2202808-000	Johnson, Christopher D & Lawrence E Walker Jr	Gardner To Poly Addition	Block 1	E1/2 of Lot 1	DALE RESOURCES, LLC	D206319444	30-Aug-06
TX0051398-000	Magallanes, Rene Etux Susan	Gardner To Poly Addition	Block 1	N50' of the S150' of Lot 2	DALE RESOURCES, LLC	D206408403	9-Nov-06
TX0062476-000	Arbaiza, Francisco & Vilma	Gardner To Poly Addition	Block 1	S100' of the S150' of Lot 2	DALE PROPERTY SERVICES, LLC	D207073528	31-Jan-07
TX0059695-000	Ownbey, Kenney W	Gardner To Poly Addition	Block 2	Lot 2	DALE RESOURCES, LLC	D207055148	23-Jan-07
TX0058392-000	Medrano, Roy Etux Elvia	Gardner To Poly Addition	Block 2	N50' of the E50' of Lot 2 & N50' of Lot 3	DALE PROPERTY SERVICES, LLC	D207048253	27-Jan-07
TX0072217-000	Anderson, David L	Gardner To Poly Addition	Block 2	S150' of the E67' of Lot 3	DALE PROPERTY SERVICES, LLC	D207177456	12-May-07
TX0058392-000	Medrano, Roy Etux Elvia	Gardner To Poly Addition	Block 3	Lot 1	DALE PROPERTY SERVICES, LLC	D207048253	27-Jan-07
TX0057370-000	Clay, Damon A	Gardner To Poly Addition	Block 3	Lot 2	DALE RESOURCES, LLC	D207009771	29-Nov-06

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated September 10, 2008

Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Lease Number	Owner Name	Addition	Block	Lot	Lessee	Lease Filing	Lease Date
TX2200675-000	Clay, Damon A	Gardner To Poly Addition	Block 3	Lot 3 & 4	DALE RESOURCES, LLC	D206343046	16-Oct-06
TX2205276-000	Paredes, Rebecca	Gardner To Poly Addition	Block 3	Lots 5 & 6	DALE RESOURCES, LLC	D206300390	31-Aug-06
TX0058720-000	Villanueva, Vincente Delgado	Gardner To Poly Addition	Block 3	Lot 7	DALE PROPERTY SERVICES, LLC	D207043558	22-Jan-07
N/A	Rameriz, Camilo	Gardner To Poly Addition	Block 3	Lots 8 & N5' of Lot 7	DALE PROPERTY SERVICES, LLC	D207149628	14-Mar-07
TX0072215-000	Gatton, Jessica R Etvir Michael	Gardner To Poly Addition	Block 4	Lot 1	DALE PROPERTY SERVICES, LLC	D207177458	17-May-07
TX0059695-000	Ownbey, Kenney W	Gardner To Poly Addition	Block 4	Lot 2	DALE RESOURCES, LLC	D207055148	23-Jan-07
TX2201026-000	Green Grass Group, Inc.	Gardner To Poly Addition	Block 4	Lot 3	DALE RESOURCES, LLC	D206341022	19-Sep-06
TX2205276-000	Paredes, Rebecca	Gardner To Poly Addition	Block 4	Lots 4 & 5	DALE RESOURCES, LLC	D206300390	31-Aug-06
TX0083818-000	Torres, Hortencia	Gardner To Poly Addition	Block 4	Lot 6	DALE PROPERTY SERVICES, LLC	D207294182	27-Jul-07
TX0058646-000	Benitez, Jose Sanchez Etux Melissa Flores	Gardner To Poly Addition	Block 4	Lot 7	DALE PROPERTY SERVICES, LLC	D207043578	24-Jan-07
TX0088107-000	Atkins, Linda L	Gardner To Poly Addition	Block 4	Lots 9 & s35' of Lot 10	DALE PROPERTY SERVICES, LLC	D207333584	17-Jul-07
TX0080536-000	Phares, Sammie	Gardner To Poly Addition	Block 4	Lots 12 & N35' of Lot 11	DALE PROPERTY SERVICES, LLC	D207268439	23-Jul-07
TX0095712-000	Iniguez, Hugo Etux Emerita Iniguez	Gardner To Poly Addition	Block 5	Lot 1	DALE PROPERTY SERVICES, LLC	D207384634	23-Sep-07
TX2202593-000	Martinez, Adolfo Etux Aurora	Gardner To Poly Addition	Block 5	Lot 2	DALE RESOURCES, LLC	D206300401	31-Aug-06
TX0062473-000	Santos, Rogelio	Gardner To Poly Addition	Block 5	Lot 3	DALE PROPERTY SERVICES, LLC	D207073527	14-Feb-07
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 5	Lot 5	PALOMA BARNETT, LLC	D208038239	31-Oct-07
TX0095282-000	Cap H Investments Llc	Gardner To Poly Addition	Block 5	Lot 6	DALE PROPERTY SERVICES, LLC	D207380959	11-Oct-07
TX2200825-000	Chavez, Emelie & Irene Z	Gardner To Poly Addition	Block 5	Lot 7	DALE RESOUCRES, LLC	D206342762	10-Oct-06
TX0104753-000	Watson, Milagros S	Gardner To Poly Addition	Block 5	Lot 8	DALE PROPERTY SERVICES, LLC	D208004986	26-Dec-07
TX0070415-000	Perez, Anastacio	Gardner To Poly Addition	Block 5	Lot 12	DALE PROPERTY SERVICES, LLC	D207150017	28-Mar-07
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	Lot 1	DALE RESOURCES, LLC	D206342450	3-Oct-06
TX0064749-000	Carmona, Artemio Etux Sofia Hernandez	Gardner To Poly Addition	Block 6	Lots 2 & 3	DALE RESOURCES, LLC	D206341020	27-Sep-06
TX0082609-000	Mancia, Jesus Erlmdo	Gardner To Poly Addition	Block 6	Lot 4A	DALE PROPERTY SERVICES, LLC	D207281881	25-Jan-07
TX2205300-000	Sifuentes, Robert Etux Garcila	Gardner To Poly Addition	Block 6	Lot 5A	DALE RESOURCES, LLC	D206319423	29-Aug-06
TX0105543-000	Cardoza, Luis Etux Veronica Carmona	Gardner To Poly Addition	Block 6	Lot 6A	DALE PROPERTY SERVICES, LLC	D208010320	21-Dec-07
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	Lots 4 & E90.15' of Lots 5 Thru 7	DALE RESOURCES, LLC	D206342450	3-Oct-06
TX2202394-000	Chavez, Umbano Etux Herlinda	Gardner To Poly Addition	Block 6	W91' of Lot 7	DALE RESOURCES, LLC	D206342760	10-Oct-06
TX2200385-000	Meza, Armando Eutx Maria	Gardner To Poly Addition	Block 6	W91' of Lot 8	DALE RESOURCES, LLC	D206342761	10-Oct-06
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	E91' of Lot 8	DALE RESOURCES, LLC	D206342450	3-Oct-06
TX0052982-000	Zalazar, Pedro	Gardner To Poly Addition	Block 6	Lot 9	DALE RESOURCES, LLC	D206398388	16-Nov-06
TX2202953-000	Chavez, Edward Et ux Ninfa	Gardner To Poly Addition	Block 6	Lot 10	DALE RESOURCES, LLC	D206300399	28, Aug-06
TX0065248-000	Garcia, Armando Alcala Etux Bertha Aurora	Gardner To Poly Addition	Block 6	Lot 12	DALE PROPERTY SERVICES, LLC	D207099763	5-Mar-07
N/A	Arambula, Lener & Filberto	Greve Addition	Block	Lot 5	PALOMA BARNETT, LLC	D208133718	5-Sep-07
N/A	Salazar, Pedro Etal	Greve Addition	Block	Lot 7	PALOMA BARNETT, LLC	D208029945	26-Nov-07
TX0074996-000	Guerra, Carmen Allvaredo	Greve Addition	Block	Lot 8	DALE PROPERTY SERVICES, LLC	D207217328	29-May-07
N/A	Arambula, Filiberto Etux Enedi	Greve Addition	Block	Lot 9	PALOMA BARNETT, LLC	D208031884	27-Oct-07
TX0079379-000	Rios, Maria E a/k/a Elvira Rios	Greve Addition	Block	Lots 10 & 11	DALE PROPERTY SERVICES, LLC	D207258924	13-Jun-07
TX0087213-000	Garza, Corando Etux Maria a/k/a Maria De La Paz Aguilar	Greve Addition	Block	Lot 12	DALE PROPERTY SERVICES, LLC	D207322683	29-Aug-07
TX0124278-000	Adams, Billy D Etux Barbara J	Greve Addition	Block	Lot 13	DALE PROPERTY SERVICES, LLC	D208212860	26-May-08
TX0124276-000	Adams, Billy D Etux Barbara J	Greve Addition	Block	Lot 14	DALE PROPERTY SERVICES, LLC	D208212859	26-May-08

Exhibit "A"

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CHK Lease Number	Owner Name	Addition	Block	Lot	Lessee	Lease Filing	Lease Date
TX0087215-000	Chavez, Pastora	Greve Addition	Block	Lot 15 Less SW 40'x60'	DALE PROPERTY SERVICES, LLC	D207322682	29-Aug-07
TX0104846-000	White, Robert Allen	Groth, W L Subdivision	Block	Lot 1	DALE PROPERTY SERVICES, LLC	D208004991	19-Dec-07
TX2201447-000	York, Leroy	Groth, W L Subdivision	Block	Lots 2 & 3	DALE RESOURCES, LLC	D206340905	3-Oct-06
TX2202808-000	Johnson, Christopher D & Lawrence E Walker Jr.	Groth, W L Subdivision	Block	Lots 5 & 6	DALE RESOURCES, LLC	D206319444	30-Aug-06
TX2201447-000	York, Leroy	Hawkins, W E Addition	Block	Lot 31	DALE RESOURCES, LLC	D206340905	3-Oct-06
TX0074996-000	Guerra, Carmen Allvaredo a/k/a Carmen Guerra	Hawkins, W E Addition	Block	N50' of the E126' of Lot 33	DALE PROPERTY SERVICES, LLC	D207217328	29-May-07
TX0088107-000	Atkins, Linda L	James, William Addition	Block A	Lot 1	DALE PROPERTY SERVICES, LLC	D207333584	17-Jul-07
TX0065532-000	Leyva, Miguel	James, William Addition	Block A	Lot 2	DALE PROPERTY SERVICES, LLC	D207102013	9-Mar-07
TX0056556-000	Rodriguez, Rigoberto Etux Marie	James, William Addition	Block A	Lot 3	DALE RESOURCES, LLC	D207011541	27-Nov-06
TX2206717-000	Croxdale, Jesse L & Christene A Croxdale, as Trustees of The Jesse L Croxdale and Christene A Croxdale Revocable Living Trust	James, William Addition	Block A	Lot 4	DALE RESOURCES, LLC	D206169393	11-May-06
TX2201447-000	York, Leroy	James, William Addition	Block B	Lot 1	DALE RESOURCES, LLC	D206206855	19-May-06
TX0074347-000	Rodriguez, Ignacio	James, William Addition	Block B	Lot 2	DALE PROPERTY SERVICES, LLC	D207207079	31-May-07
TX0104414-000	Rubio, Silviano M & Maria D	James, William Addition	Block B	Lot 3	DALE PROPERTY SERVICES, LLC	D207455097	14-Dec-07
N/A	Wally Davis Homes, Inc	James, William Addition	Block B	Lot 4	DALE PROPERTY SERVICES, LLC	D208285909	22-Jul-08
TX2203082-000	Hale, James G	James, William Addition	Block B	Lot 5	DALE RESOURCES, LLC	D206311709	30-Aug-06
TX2203204-000	Thompson, Jerry Sanders	James, William Addition	Block B	Lot 6A	DALE RESOURCES, LLC	D206268278	9-Aug-06
TX0125192-000	Vega, Julio C Etux Maria	James, William Addition	Block B	Lot 8	DALE PROPERTY SERVICES, LLC	D208214103	21-May-08
TX0091358-000	Zamora, Lydia Irma f/k/a Lydia I Cardoza	James, William Addition	Block B	Lot 9	DALE PROPERTY SERVICES, LLC	D207353493	19-Sep-07
TX2208396-000	Jimenez, Armando Etux Lucy Martinez	James, William Addition	Block B	Lots 6B & 7C	DALE RESOURCES, LLC	D206252204	27-Jul-06
TX0105015-000	Warner, James	James, William Addition	Block C	Lot 3	DALE PROPERTY SERVICES, LLC	D207455246	13-Dec-07
TX0116837-000	Alexander, Edward D M	James, William Addition	Block D	Lot 4	DALE PROPERTY SERVICES, LLC	D208141585	1-Apr-08
TX0053235-000	Williamson, Joyce A	James, William Addition	Block D	Lots 5 & 6	DALE RESOURCES, LLC	D206385175	16-Nov-06
TX2200662-000	Croxdale, Jack R	James, William Addition	Block D	Lots 7 & 8	DALE RESOURCES, LLC	D206343207	26-Sep-06
N/A	Preciado, Guadalupe	James, William Addition	Block D	Lot 9	PALOMA BARNETT, LLC	D208064850	29-Nov-07
TX0104576-000	Dolman, Billy George	James, William Addition	Block D	Lot 10	DALE PROPERTY SERVICES, LLC	D208003372	21-Dec-07
TX2201447-000	York, Leroy	James, William Addition	Block D	Lots 11 & 12	DALE RESOURCES, LLC	D206206855	19-May-06
TX0092204-000	Mandujano, Lorenzo Etux Rosa	James, William Addition	Block H	W1/2 of Lot 12	DALE PROPERTY SERVICES, LLC	D207303619	22-Aug-07
TX0062483-000	Hamilton, Robert D Etux Tawana	James, William Addition	Block J E1/2	Lot	DALE PROPERTY SERVICES, LLC	D207073530	3-Feb-07
TX0058456-000	Porras, Odon Etux Mariecela	James, William Addition	Block J W1/2	Lot	DALE PROPERTY SERVICES, LLC	D207048265	31-Jan-07
TX0112386-000	Hatzes, Jimmy a/k/a Dimitri Hatzes	James, William Addition	Block K	Lots 1 Thru 3	DALE PROPERTY SERVICES, LLC	D208087905	19-Feb-08
TX0086162-000	Monjaraz, Rene Etux Lydia Soto	James, William Addition	Block K	Lots 2A & 3A	DALE PROPERTY SERVICES, LLC	D207305548	14-Aug-07
TX0051621-000	Mediola, Jose G & Maria DeJesus Allard	James, William Addition	Block K	Lot 3C	DALE RESOURCES, LLC	D207004211	8-Dec-06
TX2201656-000	Gilliland, Michael Joe	James, William Addition	Block K	Lot 4	DALE RESOURCES, LLC	D206343058	26-Oct-06
N/A	Pendleton, Adam B	Kilfoil Subdivision	Block 49	Lots E & F	DALE RESOURCES, LLC	D207030905	18-Dec-06
N/A	Pendleton, Adam B	Kilfoil Subdivision	Block 49	Lot H	DALE RESOURCES, LLC	D207030905	18-Dec-06
TX2205161-000	Morrison, Cynthia	Leonard, J M Subdivision	Block	Lots 6 Thru 8	DALE RESOURCES, LLC	D206340951	8-Sep-06
TX0050354-000	Sadler, James Michael	Leonard, J M Subdivision	Block	Lots 9 Thru 14	DALE RESOURCES, LLC	D206311716	8-Sep-06
TX0058220-000	Hunters Green Inc	Leonard, J M Subdivision	Block	Lots 15 Thru 17	DALE RESOURCES, LLC	D207018482	26-Dec-06

Exhibit "A"

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Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Lease Number	Owner Name	Addition	Block	Lot	Lessee	Lease Filing	Lease Date
TX2208419-000	Robertson-Campbell Co	Mann, William Survey	Block	A 996 Tr 5	DALE RESOURCES, LLC	D206169410	8-May-06
N/A	Romero, Ramon Jr	Mann, William Survey	Block	A 996 Tr 6A2	DALE RESOURCES, LLC	D207011672	21-Jul-06
TX0111200-000	United Land Holdings Ltd	Manning, L V Subdivision	Block	Lots 3 Thru 6	DALE RESOURCES, LLC	D206398486	14-Sep-06
TX0093645-000	Looney, Dennis C Jr Etux Peggy	Manning, L V Subdivision	Block	Lot 7	DALE PROPERTY SERVICES, LLC	D207369840	26-Sep-07
TX0111200-000	United Land Holdings Ltd	Manning, L V Subdivision	Block	Lot 9	DALE RESOURCES, LLC	D206398486	14-Sep-06
TX0113414-000	Galvan, Jaime Javier Etux Sandra Etal	Morrells Subdivision	Block	Lot 2 of Lot 1 of Essex	DALE PROPERTY SERVICES, LLC	D208099904	3-Jan-08
TX2201318-000	Molina, Jose & Lorenza Ayala	Morrells Subdivision	Block	Lot 3	DALE RESOURCES, LLC	D206343047	13-Oct-06
TX2205389-000	Serrano, Maria Esther	Morrells Subdivision	Block	Lot 4	DALE RESOURCES, LLC	D206319405	9-Sep-06
TX2208407-000	Perfect Performance Products	Newell's Industrial Addition	Block 1R	Lot B	DALE RESOURCES, LLC	D206169418	25-Apr-06
N/A	Peden, Bradley F Etux Cathy	Newell's Industrial Addition	Block 5	Lot 1A	DALE RESOURCES, LLC	D206139675	20-Apr-06
TX2200672-000	Hoang, Dai & Thuy Nguyen	Newell's Industrial Addition	Block 5	Lot 1B	DALE RESOURCES, LLC	D206134508	6-Apr-06
TX2207894-000	Robinson, Barney J	Shotts, Subdivision	Block	Lot 5	DALE RESOURCES, LLC	D206346638	5-Apr-06
TX0100598-000	Romero, Maria & Juan	Vanriper, John Survey	Block	A 1590 Tr 22	DALE PROPERTY SERVICES, LLC	D207416322	22-Oct-07
TX0088176-000	Weathered, Beverly Etvir Jerry	Vanriper, John Survey	Block	A 1590 Tr 26	DALE PROPERTY SERVICES, LLC	D207326509	20-Aug-07
TX0087944-000	Hernandez, Jesus Etux Elva	Vanriper, John Survey	Block	A 1590 Tr 26A	DALE PROPERTY SERVICES, LLC	D207323329	22-Aug-07
TX2207486-000	York, Leroy J	Vanriper, John Survey	Block	A 1590 Tr 27	DALE RESOURCES, LLC	D206342450	3-Oct-06
TX0088156-000	Escobedo, Erlinda	Vanriper, John Survey	Block	A 1590 Tr 27B	DALE PROPERTY SERVICES, LLC	D207326505	27-Aug-07
TX2207486-000	York, Leroy	Vanriper, John Survey	Block	A 1590 Tr 27D	DALE RESOURCES, LLC	D206342450	3-Oct-06
TX0087944-000	Hernandez, Jesus Etux Elva L	Vanriper, John Survey	Block	A 1590 Tr 27E	DALE PROPERTY SERVICES, LLC	D207323329	22-Aug-07
TX0101203-000	Hernandez, Jesus Etux Elva L	Vanriper, John Survey	Block	A 1590 Tr 27E	DALE PROPERTY SERVICES, LLC	D207423830	30-Oct-07
TX0111099-000	Romero, Maria Etvir Manuel	Vanriper, John Survey	Block	A 1590 Tr 28	DALE PROPERTY SERVICES, LLC	D208073813	9-Feb-08
TX0088175-000	Aguilar, Juan	Vanriper, John Survey	Block	A 1590 Tr 30A	DALE PROPERTY SERVICES, LLC	D207326508	29-Aug-07
TX0109381-000	Mian, Nighat T	Vanriper, John Survey	Block	A 1590 Tr 32	DALE PROPERTY SERVICES, LLC	D208055002	1-Feb-08
TX2208473-000	White, Charles Etux Amy R	Vanriper, John Survey	Block	A 1590 Tr 38A	DALE RESOURCES, LLC	D206182534	16-May-06
TX0065242-000	Rodriguez, Enrique Etux Cecilia	Vickery Heights Addition	Block	Lots 1, 2 & N5' of Lot 3	DALE PROPERTY SERVICES, LLC	D207099757	27-Feb-07
TX2203193-000	Roberson, Janet	Vickery Heights Addition	Block	Lot 4	DALE RESOURCES, LLC	D206300397	30-Aug-06
TX2205213-000	Olmos, Fransico Etux Maria	Vickery Heights Addition	Block	Lot 41	DALE RESOURCES, LLC	D206319383	12-Sep-06
TX0058428-000	Perez, Sergio Etux Cynthia	Vickery Heights Addition	Block	Lots 12 & 13	DALE PROPERTY SERVICES, LLC	D207048261	26-Jan-07
TX0051896-000	Ruiz, Micaela Delarosa & Dulce Maria Ruiz	Vickery Heights Addition	Block	Lots 14 & 15	DALE RESOURCES, LLC	D206401592	31-Oct-06
TX0059679-000	Searcy, Marianne	Vickery Heights Addition	Block	Lots 16 & 17	DALE PROPERTY SERVICES, LLC	D207055260	22-Jan-07
TX0114588-000	Sandoval, Rebeca	Vickery Heights Addition	Block	Lots 20 Thru 22	DALE PROPERTY SERVICES, LLC	D208115533	25-Mar-08
TX2207486-000	York, Leroy	Vickery Heights Addition	Block	Lots 23 & 24	DALE RESOURCES, LLC	D206342450	3-Oct-06
TX0056388-000	Gonzales, Maria Luz Leon	Vickery Heights Addition	Block	Lots 25 & 26	DALE RESOURCES, LLC	D207030645	20-Dec-06
TX2201890-000	Ramirez, Teadulo & Juanita Garay	Vickery Heights Addition	Block	Lots 29 & 30	DALE RESOURCES, LLC	D206340994	29-Sep-06
TX0062912-000	Ortiz, Sergio	Vickery Heights Addition	Block	Lots 33 & 34	DALE PROPERTY SERVICES, LLC	D207079744	13-Feb-07
TX0074632-000	Guerra, Guillermo Etux Carmen	Vickery Heights Addition	Block	Lots 35 & 36	DALE PROPERTY SERVICES, LLC	D207204248	29-May-07
TX0070402-000	Gomez, Juanita	Vickery Heights Addition	Block	Lots 39 & 40	DALE PROPERTY SERVICES, LLC	D207150013	15-Mar-07
TX0062415-000	Richards, Elnoria	Vickery Heights Addition	Block	Lots 43 & 44	DALE RESOURCES, LLC	D207073533	31-Jan-07
TX0091658-000	Rincon-Alvarez, Luis I Etux Patricia Herrera-Campos	Vickery Heights Addition	Block	Lots 45 & 46	DALE PROPERTY SERVICES, LLC	D207355290	27-Feb-07
TX0058749-000	Angel, Francisco R Etux Elisa	Vickery Heights Addition	Block	Lots 5 & 6	DALE PROPERTY SERVICES, LLC	D207043560	22-Jan-07
TX0058770-000	Nerio, Roberto Etux Bertha	Vickery Heights Addition	Block	Lots 7 & 8	DALE RESOURCES, LLC	D207043562	16-Jan-07

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CHK Lease Number	Owner Name	Addition	Block	Lot	Lessee	Lease Filing	Lease Date
TX0059694-000	Reyes, Elizabeth N	Vickery Heights Addition	Block	Lots 9 Thru 11	DALE RESOURCES, LLC	D207055149	31-Dec-06
TX2207894-000	Robinson, Barney J	Webb Addition	Block	Lots 1 Thru 7	DALE RESOURCES, LLC	D206346638	5-Apr-06
TX0111199-000	United Land Holdings Ltd	Webb Addition (Ft Worth)	Block 2	Lots 8 & 9	DALE RESOURCES, LLC	D206398486	14-Sep-06

Exhibit B

Barney Robinson Unit

Being 187.420 acres of land located in the E.M. Daggett Survey, Abstract No. 431, the Wm. Mann Survey, Abstract No. 996, the McKinney & Williams Survey, Abstract No. 1112, the J. Ringer Survey, Abstract No. 1286, the J. Vanriper Survey, Abstract No. 1590 and the J. Armendarius Survey, Abstract No. 1773, Tarrant County, Texas, being the Oil, Gas and Mineral Lease to Dale Resources, LLC, Dale Property Services, LLC and to Paloma Barnett, LLC from Jesse L Croxdale and Christene A Croxdale Revocable Living Trust, recorded in CC#D206169393, from Adolfo Martinez, recorded in CC#D206300401, from Agustin Hernandez, recorded in CC#D208090977, from Alan Rich, recorded in CC#D206118319, from Alanis Cruz, recorded in CC#D207043556, from Alcides Rodriguez, recorded in CC#D208011410, from Alfredo Alvarado, recorded in CC#D208112340, from Amal Othman, recorded in CC#D207198785, from Anastacio Perez, recorded in CC#D207150017, from Armando A. Garcia, recorded in CC#D207099763, from Armando Jimenez, recorded in CC#D206252204, from Armando Meza, recorded in CC#D206342761, from Artemio Carmona, recorded in CC#D206341020, from Arthur Baker, recorded in CC#D207160186, from Barney Robinson, recorded in CC#D206346638, from Betty G. Compton, recorded in CC#D207190182, from Billy D. Adams, recorded in CC#D208212859 and CC#D208212860, from Billy G. Doleman, recorded in CC#D208003372, from Bobby Gene Stark, recorded in CC#D207322678, from Bran-Dan Partnership LLC, recorded in CC#D206405390, from Camilo Ramirez, recorded in CC#D207149628, from Candelario D. Munoz, recorded in CC#D207322685, from Cap. H Investments LLC, recorded in CC#D207380959 and CC#D207403914, from Carlos Cardoza-Chairez, recorded in CC#D207043561 and CC#D207217328, from Carmen Guerra, recorded in CC#D207204248, from Carol Ritchey, recorded in CC#D206405257, from Cenonita Soto, recorded in CC#D207353496, from Charles Beavers, recorded in CC#D206300394, from Charles Clayton Wilson, recorded in CC#D206244760, from Charles Thomas Jr, recorded in CC#D208261935, from Charles Wilson, recorded in CC#D206244760, from Christopher D. Johnson, recorded in CC#D206319444, from Christopher Smith, recorded in CC#D206261349, from City Vending Co Inc, recorded in CC#D208028231, from Claudia Caruthers, recorded in CC#D208032702, from Corando Garza, recorded in CC#D207322683, from Croft Management Inc, recorded in CC#D207409185, from Cruz J. Alanis, recorded in CC#D207043556, from Dai Hoang, recorded in CC#D206134508, from Damon A. Clay, recorded in CC#D206343046 and CC#D207009771, from Daniel Alonso, recorded in CC#D207073531, from David C. Anderson, recorded in CC#D206341018, from David L. Anderson, recorded in CC#D207177456, from David Sanchez, recorded in CC#D207384638, from David Wendler, recorded in CC#D208011405, from Dimitri Hatzes, recorded in CC#D208087905, from Donna Hoyle Munoz, recorded in CC#D208040826, from Douglas Elser, recorded in CC#D207318521, from Eddie Stegger, recorded in CC#D207109990, from Edna Thomason, recorded in CC#D206343049, from Edward Chavez, recorded in CC#D206300399, from Edward Leija, recorded in CC#D208004988, from Efrain Alonso, recorded in CC#D207441258, from Efrain Roman, recorded in CC#D208261934, from Eliza Investments LP, recorded in CC#D208141665, from Eliza Yuk-Kuen Ma, recorded in CC#D207399717, from Elizabeth Harrison, recorded in CC#D206319392, from Elizabeth N. Reyes, recorded in CC#D207055149, from Elnoria Richards, recorded in CC#D207073533, from Eloisa Magallanes, recorded in CC#D206405258, from Emelio Chavez, recorded in CC#D206342762, from Enrique L. Garza, recorded in CC#D208212862 and CC#D208212861, from Enrique Rodriguez, recorded in CC#D207009757, from Eric J. Roberts, recorded in CC#D208063708, from Evangelina Romero, recorded in CC#D208112465, from Everardo Velazquez, recorded in CC#D206343288, from Ezequiel Camarillo, recorded in CC#D207073534, from Filiberto Arambula, recorded in CC#D208031884, from Flor Barboza, recorded in CC#D207322687, from Francisco Arbaiza, recorded in CC#D207073528, from Fransico Angel, recorded in CC#D207043560, from Fransico Macias, recorded in CC#D207099767, from Fransico Olmos, recorded in CC#D206319383, from Fransico Sanchez, recorded in CC#D207364992, from

Gertrude Delp, recorded in CC#D207197054, from Gilberto Serrano, recorded in CC#D206311786, from Gilberto Zaragoza, recorded in CC#D207307177, from Gloria Y. Jones, recorded in CC#D206340906, from Green Grass Group, Inc., recorded in CC#D206341022, from Guadalupe Preciado, recorded in CC#D208064850, from Guillermo Guerra, recorded in CC#D207204248, from Gustavo Ruiz, recorded in CC#D207337103, from Honorio Santiestban, recorded in CC#D207018480, from Hortencia Torres, recorded in CC#D207294182, from Hugo Iniguez, recorded in CC#D207384634, from Humberto Borjon, recorded in CC#D207322679, from Ignacio Rodriguez, recorded in CC#D207207079, from Jack R. Croxdale, recorded in CC#D206343207, from Jaime Favela, recorded in CC#D208028177, from James Butler, recorded in CC#D207216893 and CC#D207456810, from James Cushman, recorded in CC#D207125958 and CC#D207125959, from James G. Hale, recorded in CC#D206311709, from James N. Austin Jr, recorded in CC#D207216893, from James Warner, recorded in CC#D207455246, from Janet Roberson, recorded in CC#D206300397, from Janice D. Loredo, recorded in CC#D207142365, from Jerry Sanders Thompson, recorded in CC#D206268278, from Jesse Croxdale, recorded in CC#D206169393, from Jessica R. Gatton, recorded in CC#D207177458, from Jessie M. Nix, recorded in CC#D208003373 and CC#D208235323, from Jesus Barrera, recorded in CC#D207198786, from Jesus E. Mancia, recorded in CC#D207281881, from Jimmie Lee Baker, recorded in CC#D207160186, from Jimmy O. Stacy, recorded in CC#D206223022, from Joel A. Ortiz, recorded in CC#D207177459, from Joel J. Plasencia, recorded in CC#D208021538, from Joel Ortiz, recorded in CC#D207177459, from Johnnie Benson, recorded in CC#D207150028, from Jorge L. Serrano, recorded in CC#D206319443 and CC#D206311786, from Jose A. Velazquez, recorded in CC#D207359793, from Jose G. Mediola, recorded in CC#D207004210 and CC#D207004210, from Jose Noe Montelongo, recorded in CC#D208026360, from Jose Resendiz, recorded in CC#D208096429, from Jose Romero, recorded in CC#D207441151, from Jose S. Benitez, recorded in CC#D207043578, from Jose Torres, recorded in CC#D207079747, from Joseph S. Harris, recorded in CC#D207210655, from Joyce A. Williamson, recorded in CC#D206385175, from Juan Gaucin, recorded in CC#D207322681, from Juan Lopez, recorded in CC#D206343045, from Juan Palomares, recorded in CC#D207263373, from Juan Ramirez, recorded in CC#D207307175, from Juan Reyes, recorded in CC#D208175678, from Juan Romero, recorded in CC#D207416322 and CC#D207416325, from Juan Saueda Jr, recorded in CC#D207409185, from Juanita Gomez, recorded in CC#D207150013, from Juanita Roberts, recorded in CC#D207337104, from Julio C. Vega, recorded in CC#D208214103, from Justo Cayetano Hernandez, recorded in CC#D207326507, from Keith Saltsgiver, recorded in CC#D206319424, from Kenney W. Ownbey, recorded in CC#D207055148, from Kent A. Brauer, recorded in CC#D207043563, from Khamphou Souvannasane, recorded in CC#D207307176, CC#D208090958 and CC#D208090961, from Laura Allard, recorded in CC#D207384639, from Laura Castanda, recorded in CC#D207082753, from Lawrence Williams, recorded in CC#D208065989, from Lena Henderson, recorded in CC#D207018478, from Lener Arambula, recorded in CC#D208133718, from Leonard Sprawls, recorded in CC#D207169995, from Leroy J. York, recorded in CC#D206342450, from Leroy J. York, recorded in CC#D206206855, CC#D206340905, CC#D206342450 and CC#D208038239, from Lillie Faye Erskine, recorded in CC#D206342741, from Linda Hoskins, recorded in CC#D207322695, from Linda L. Atkins, recorded in CC#D207333584, from Logan Swords, recorded in CC#D206404731, from Lorenzo Mandujano, recorded in CC#D207303619, from Luis Borjon, recorded in CC#D207322684, from Luis Cardoza, recorded in CC#D208010320, from Luis Rincon-Alvarez, recorded in CC#D207355290, from Lydia I. Zamora, recorded in CC#D207353493, from Manuel Rodriguez, recorded in CC#D207433616, from Manuel Ruiz, recorded in CC#D206343716, from Margarita Veloz, recorded in CC#D207160202 and CC#D207160203, from Margarita Veloz Torres, recorded in CC#D207160203, from Margarito Martinez, recorded in CC#D207359792, from Maria Ayala, recorded in CC#D207359796, from Maria Leon , recorded in CC#D207160172, from Maria Luz Leon Gonzales, recorded in CC#D207030645, from Maria Pilar Lopez, recorded in CC#D208030439, from Maria Rangel, recorded in CC#D206223021, from Marianne Searcy, recorded in CC#D207055260, from Marion H. Steptoe, recorded in CC#D208019750 and CC#D208019755, from Micaela Ruiz-Delarosa, recorded in CC#D206401592, from Michael J. Gilliland, recorded in C#D206343058,

from Michael Swinford, recorded in CC#D208030443, from Miguel Garcia, recorded in CC#D207322688, from Miguel Leyva, recorded in CC#D207102013, from Miguel Soto, recorded in CC#D207353497, from Milagros S. Watson, recorded in CC#D208004986, from Miles Murphy, recorded in CC#D206244766, from Modesto Andino, recorded in CC#D207099764, from Mount Moriah Baptist Church, recorded in CC#D208214104, from Mousa Mahmoud, recorded in CC#D207198746, from Natalio Valdez, recorded in CC#D208228652, from Nora Alonso, recorded in CC#D207073529, from Odon Porras, recorded in CC#D207048265, from Orange R. Williams, recorded in CC#D207073532 and CC#D208231884, from Pablo Ramirez, recorded in CC#D208123011, from Pastora Chavez, recorded in CC#D207322682, from Pearlie M. Calton, recorded in CC#D207322686, from Pedro Salazar, recorded in CC#D208029945, from Pedro Zalazar, recorded in CC#D206398388, from Perfect Performance Products LLC, recorded in CC#D206169418, from Ramon Arcos, recorded in CC#D207259081, from Ramon Romero Jr, recorded in CC#D207011672 and CC#D208211880, from Rayble E. Jones, recorded in CC#D208099905, from Raymond Ramero, recorded in CC#D208212692, from Rebeca Sandoval, recorded in CC#D208115533, from Rene Monjaraz, recorded in CC#D206408403 and CC#D207305548, from Rigoberto Rodriguez, recorded in CC#D207011541, from Robert A. White, recorded in CC#D208004991, f om Robert D. Hamilton, recorded in CC#D207073530, from Robert Johnson, recorded in CC#D208179980, from Robert Nerio, recorded in CC#D207043562 and CC#D207049925, from Robert Sifuentes, recorded in CC#D206319423, from Robertson-Campbell Company, recorded in CC#D206169410, from Rogelio Santos, recorded in CC#D207073527, from Rosie Daniel I LP, recorded in CC#D207231521, from Roy Medrano, recorded in CC#D207048253, from S. R. Davidson Family Lp, recorded in CC#D207291698, from Salvador Munoz Duran, recorded in CC#D208150349, from Sammie Phares, recorded in CC#D207267439, from Santos Garay, recorded in CC#D207198750, from Sebastian Perez, recorded in CC#D208179978 and CC#D208179979, from Sergio Ortiz, recorded in CC#D207079744, from Sergio Perez, recorded in CC#D207048261, from Shahnaz Chowdhury, recorded in CC#D208080066, from Silviano M. Rubio, recorded in CC#D207455097, from Teadulo Ramirez, recorded in CC#D206340994, from Teresa Chavez, recorded in CC#D207079747, from The Ramon Romero Corporation Inc, recorded in CC#D208211882, from Thongsy Thonesavanh, recorded in CC#D208019933, from TLK # 1 , recorded in CC#D207231519, from TLP Properties Llc, recorded in CC#D207048254, from Tracey N. Smith, recorded in CC#D206311717, from Umbano Chavez, recorded in CC#D206342760, from Union Pacific Railroad Company, recorded in CC#D206311773, from United Land Holdings Ltd, recorded in CC#D206398486, from Vernay Cotman, recorded in CC#D206300389, from Victor Nerio, recorded in CC#D208114175, from Vincent T. Walker, recorded in CC#D206343287, from Vincente Villanueva, recorded in CC#D207043558 and from Ygancio Escutia, recorded in CC#D206342763, Deed Records, Tarrant County, Texas. Said 187.420 acres of land being more particularly described as follows:

BEGINNING at a point lying in the west line of Wm. James Community, said point being the most northerly southeast corner of Chesapeake Operating, Inc., Hickman Unit ;

THENCE along the west and north line of said Wm. James Community as follows:

1. N00°03'02"E, a distance of 316.40 feet to a point;

2. N89°49'02"E, a distance of 37.61 feet to a point;

THENCE N00°31'23"W, at 87.93 feet passing the common corner of said Wm. James and Newell Industrial tracts, at 838.62 feet passing the common corner of said Newell Industrial and Union Pacific Railroad tracts, at 1,243.15 feet passing the most southerly northeast corner of said Hickman Unit, in all a distance of 1,343.03 feet to a point in the north line of said Union Pacific Railroad;

THENCE S75°43'31"E, along said Union Pacific Railroad north line, a distance of 23.08 feet to

a point at the southwest corner of said Robinson tract;

THENCE N19°24'36"E, along the west line of said Robinson tract, a distance of 188.41 feet to a point, said point being the northwest corner of Chesapeake Operating, Inc., Barney Robinson Unit;

THENCE N25°35'36"E, continuing along said Robinson west line, a distance of 20.00 feet to a point;

THENCE southeasterly, 352.70 feet along a non tangent curve to the right, having a radius of 3,707.00 feet, a central angle of 05°27'05" and a chord bearing S61°38'18"E, 352.57 feet to a point at the northeast corner of said Robinson tract;

THENCE S31°43'36"W, along the east line of said Robinson tract, a distance of 171.77 feet to a point lying in said Union Pacific Railroad north line;

THENCE along said Union Pacific Railroad north line as follows:

1. S64°39'50"E, a distance of 50.40 feet to a point;

2. N31°39'55"E, a distance of 166.39 feet to a point;

3. S58°16'24"E, at 50.12 feet passing a 5/8" iron rod found at the common corner of said Union Pacific Railroad and Southland Corporation tracts, in all a distance of 150.10 feet to a point at the common corner of said Southland Corporation and City of Fort Worth tracts;

THENCE S58°50'34"E, at 137.04 feet passing said City of Fort Worth and United Holdings tracts, in all a distance of 274.82 feet to a point;

THENCE S58°08'42"E, a distance of 100.00 feet to a point at the east corner of said United Holdings tract;

THENCE S31°51'18"W, a distance of 161.10 feet to a point at an interior corner of said United Holdings tract;

THENCE S58°05'42"E, a distance of 295.50 feet to a "X" found at the southeast corner of said United Holdings tract, said "X" lying in said Union Pacific Railroad north line;

THENCE along said Union Pacific Railroad north line as follows:

1. easterly, 513.75 feet along a non tangent curve to the right, having a radius of 2,717.15 feet, a central angle of 10°50'00" and a chord bearing S68°13'24"E, 512.99 feet to a point;

2. southeasterly, 173.24 feet along a non tangent curve to the right, having a radius of 2,428.52 feet, a central angle of 04°05'14" and a chord bearing S61°21'02"E, 173.20 feet to a point;

3. southeasterly, 478.47 feet along a non tangent curve to the right, having a radius of 4,440.58 feet, a central angle of 06°10'25" and a chord bearing S55°38'04"E, 478.24 feet to a point;

4. S53°37'42"E, a distance of 841.30 feet to a point;

5. S53°39'42"E, a distance of 183.10 feet to a point;

6. S54°16'42"E, a distance of 150.00 feet to a point;

7. S55°42'42"E, a distance of 611.91 feet to a point, said point lying in the apparent east survey line of said Armendarius Survey according to the Texas Natural Resources Information System, said point being the northeast corner of said Barney Robinson Unit;

THENCE S00°28'17"E, a distance of 243.44 feet to a point lying in the south line of said Union Pacific Railroad tract;

THENCE along said Union Pacific Railroad south line as follows:

1. N55°42'42"W, a distance of 753.21 feet to a point;

2. N54°16'42"W, a distance of 153.58 feet to a point;

3. N53°39'42"W, a distance of 184.23 feet to a point;

4. N53°37'42"W, a distance of 153.61 feet to a point at the southeast corner of said Robertson-Campbell tract;

THENCE S00°06'00"W, a distance of 66.06 feet to a point at the northeast corner of said Charles White tract;

THENCE S00°01'38"W, a distance of 454.37 feet to a point at the common corner of said Charles White and Gardner's tract;

THENCE S00°19'16"W, at 667.72 feet passing the common line of said Gardner's and Van Riper tracts, at 834.53 feet passing the common line of said Van Riper and Rains tracts, in all a distance of 929.99 feet;

THENCE N89°41'13"W, a distance of 1.31 feet to a point at the northeast corner of said James Middle School tract;

THENCE S00°22'55"W, a distance of 994.86 feet to a point at the common line of said James Middle School and Polytechnic Heights tracts;

THENCE S00°33'49"W, a distance of 325.98 feet to a point at the common line of said Polytechnic Heights and Boaz & Dillow tracts;

THENCE S00°11'47"E, a distance of 325.52 feet to a point for the southeast corner of said Barney Robinson Unit;

THENCE N89°46'40"W, a distance of 17.21 feet to a point;

THENCE S89°57'08"W, a distance of 1,173.38 feet to a point for the southwest corner of said Barney Robinson Unit;

THENCE N00°11'47"W, a distance of 1,021.69 feet to a point at the southeast corner of said Greve's tract;

THENCE along the south and west lines of said Greve's tract as follows:

1. N89°11'30"W, a distance of 169.13 feet to a point;

2. N55°50'55"W, a distance of 67.68 feet to a point;

3. N00°06'30"W, at 850.82 feet passing the common line of said Greve's and S.A. Conner

tracts, in all a distance of 890.81 feet to a point;

THENCE N89°57'11"W, at 174.39 feet passing the common line of said S.A. Conner and Groth tracts, at 499.79 feet passing the common line of said Groth and Vickery Heights tracts, in all a distance of 552.79 feet to a point;

THENCE along the west line of said Vickery Heights tract as follows:

1. N00°19'16"E, a distance of 125.25 feet to a point;

2. N89°40'44"W, a distance of 72.50 feet to a point;

3. N00°00'36"W, a distance of 432.05 feet to a point at the southeast corner of said Essex Place tract;

THENCE along the south and west lines of said Essex Place tract as follows:

1. N89°57'14"W, a distance of 132.73 feet to a point;

2. S00°02'46"W, a distance of 4.49 feet to a point;

3. N89°57'14"W, a distance of 340.65 feet to a point;

4. N00°01'25"E, at 505.02 feet passing the common line of said Essex Place and Wm. James tracts, in all a distance of 613.80 feet to a point;

THENCE N89°58'35"W, a distance of 9.71 feet to the point of beginning, containing 187.420 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

CHESAPEAKE ENERGY CORP
P O BOX 18496
ATTN SARAH PRUITT
OKLAHOMA CITY OK 73154

Submitter: TERRY HARRIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/26/2008 12:32 PM
Instrument #: D208333826
OPR 23 PGS $100.00

By: _____

D208333826

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MC

Electronically Recorded
Official Public Records

Tarrant County Texas
2009 Apr 20 09:40 AM
Fee: $ 92.00
Submitter: SIMPLIFILE

D209103867

20 Pages

Suzanne Henderson

FIRST AMENDED
DECLARATION OF POOLED UNIT
BARNEY ROBINSON UNIT

L0222250

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

This Declaration of Pooled Unit is executed to be effective as of August 10, 2008, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

D209103867

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

WHEREAS, the purpose and intent of this First Amendment to the Declaration of Pooled Unit – Barney Robinson Unit is to Modify and Amend the interest pooled within the Barney Robinson Unit boundary dimensions by replacing the Exhibit "A" from the Declaration of Pooled Unit – Barney Robinson Unit dated the effective date of August 10, 2008 which was filed in the Official Public Records of Tarrant County, Texas as document number D208333826.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **206.46 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND**

FIRST AMENDED
DECLARATION OF POOLED UNIT
BARNEY ROBINSON UNIT

L0222250

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

This Declaration of Pooled Unit is executed to be effective as of August 10, 2008, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

WHEREAS, the purpose and intent of this First Amendment to the Declaration of Pooled Unit – Barney Robinson Unit is to Modify and Amend the interest pooled within the Barney Robinson Unit boundary dimensions by replacing the Exhibit "A" from the Declaration of Pooled Unit – Barney Robinson Unit dated the effective date of August 10, 2008 which was filed in the Official Public Records of Tarrant County, Texas as document number D208333826.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **206.46 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND**

ONLY INSOFAR as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This First Amended Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Unit Name. The pooled unit created hereby shall be known as the "**Barney Robinson Unit**."

4. Additional Interest; Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.

5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this First Amended Declaration of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the pooled unit described herein, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the respective owner of such full or undivided interests.

6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in Tarrant County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written consent of all the undersigned parties hereto. This First Amended Declaration of Pooled Unit – Barney Robinson Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

Except as amended hereby, said Declaration of Pooled Unit – Barney Robinson Unit dated the effective date of August 10, 2008, which was filed in the Official Public Records of Tarrant County, Texas, document number D208333826, remains in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

Chesapeake Exploration LLC,
An Oklahoma limited liability company

By:_____
Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel
Chesapeake Operating, Inc, General Partner

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of April, 2009, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.,** an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

DEBBIE F. ALLEN NOTARY # 00013703 EXP. 09/22/12 PUBLIC STATE OF OKLAHOMA

Notary Public

My Commission Expires:_____
My Commission Number:_____

Abraham Oil & Gas, Ltd.

By:_____
William E. Abraham

Title: Vice President of Abraham G.P., Inc.

Date:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

Electronically Recorded
Chesapeake Operating, Inc.

This instrument was acknowledged before me on the _____ day of _____, 2009 by William E. Abraham V.P. of Abraham G.P., Inc. a General Partner of Abraham Oil and Gas, Ltd.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

CERES Resource Partners, L.P.
By: Smith Allen Oil & Gas, Inc. General Partner

By:_____
Casey McManemin, Vice-President

Date:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by William C. McManemin on behalf of CERES Resources Partners, L.P.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

GO Oil Corporation

By:_____
G.M. Poynor, President

Date:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by G.M. Poynor on behalf of GO Oil Corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

GO Oil Corporation

By:_____
Glenn Poynor

Title:_____

Date:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by Glenn Poynor on behalf of GO Oil Corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Greyledge, LLC

By:_____
William D. Forster, President

Date:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by William D. Forster on behalf of Greyledge, L.L.C.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Parallel Petroleum Corporation

By:_____
Eric Bayley, P.E. Vice President-Corporate Engineer

Date:_____

Electronically Recorded
Chesapeake Operating, Inc.

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by Eric Bayley, P.E. Vice President-Corporate Engineer on behalf of Parallel Petroleum Corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Dig the Holes Partners, L.P.
A Texas limited partnership

By:_____
Wallace L. Hall, Jr., President

Date:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by Wallace L. Hall, Jr., President on behalf of Dig the Holes Partners, L.P.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

WES-TEX Drilling Co., L.P.

By:_____
David Morris, Executive Vice President

Date:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by David Morris, Executive Vice President on behalf of Wes-Tex Drilling Co., L.P.

Electronically Recorded
Chesapeake Operating, Inc.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Electronically Recorded
Chesapeake Operating, Inc.

Exhibit B

Barney Robinson Unit

Being 206.46 acres of land located in the E.M. Daggett Survey, Abstract No. 431, the Wm. Mann Survey, Abstract No. 996, the McKinney & Williams Survey, Abstract No. 1112, the J. Ringer Survey, Abstract No. 1286, the J. Vanriper Survey, Abstract No. 1590 and the J. Armendarius Survey, Abstract No. 1773, Tarrant County, Texas, being the Oil, Gas and Mineral Lease to Dale Resources, LLC, Dale Property Services, LLC and to Paloma Barnett, LLC from Jesse L Croxdale and Christene A Croxdale Revocable Living Trust, recorded in CC#D206169393, from Adolfo Martinez, recorded in CC#D206300401, from Agustin Hernandez, recorded in CC#D208090977, from Alan Rich, recorded in CC#D206118319, from Alanis Cruz, recorded in CC#D207043556, from Alcides Rodriguez, recorded in CC#D208011410, from Alfredo Alvarado, recorded in CC#D208112340, from Amal Othman, recorded in CC#D207198785, from Anastacio Perez, recorded in CC#D207150017, from Armando A. Garcia, recorded in CC#D207099763, from Armando Jimenez, recorded in CC#D206252204, from Armando Meza, recorded in CC#D206342761, from Artemio Carmona, recorded in CC#D206341020, from Arthur Baker, recorded in CC#D207160186, from Barney Robinson, recorded in CC#D206346638, from Betty G. Compton, recorded in CC#D207190182, from Billy D. Adams, recorded in CC#D208212859 and CC#D208212860, from Billy G. Doleman, recorded in CC#D208003372, from Bobby Gene Stark, recorded in CC#D207322678, from Bran-Dan Partnership LLC, recorded in CC#D206405390, from Camilo Ramirez, recorded in CC#D207149628, from Candelario D. Munoz, recorded in CC#D207322685, from Cap. H Investments LLC, recorded in CC#D207380959 and CC#D207403914, from Carlos Cardoza-Chairez, recorded in CC#D207043561 and CC#D207217328, from Carmen Guerra, recorded in CC#D207204248, from Carol Ritchey, recorded in CC#D206405257, from Cenonita Soto, recorded in CC#D207353496, from Charles Beavers, recorded in CC#D206300394, from Charles Clayton Wilson, recorded in CC#D206244760, from Charles Thomas Jr, recorded in CC#D208261935, from Charles Wilson, recorded in CC#D206244760, from Christopher D. Johnson, recorded in CC#D206319444, from Christopher Smith, recorded in CC#D206261349, from City Vending Co Inc, recorded in CC#D208028231, from Claudia Caruthers, recorded in CC#D208032702, from Corando Garza, recorded in CC#D207322683, from Croft Management Inc, recorded in CC#D207409185, from Cruz J. Alanis, recorded in CC#D207043556, from Dai Hoang, recorded in CC#D206134508, from Damon A. Clay, recorded in CC#D206343046 and CC#D207009771, from Daniel Alonso, recorded in CC#D207073531, from David C. Anderson, recorded in CC#D206341018, from David L. Anderson, recorded in CC#D207177456, from David Sanchez, recorded in CC#D207384638, from David Wendler, recorded in CC#D208011405, from Dimitri Hatzes, recorded in CC#D208087905, from Donna Hoyle Munoz, recorded in CC#D208040826, from Douglas Elser, recorded in CC#D207318521, from Eddie Stegger, recorded in CC#D207109990, from Edna Thomason, recorded in CC#D206343049, from Edward Chavez, recorded in CC#D206300399, from Edward Leija, recorded in CC#D208004988, from Efrain Alonso, recorded in CC#D207441258, from Efrain Roman, recorded in CC#D208261934, from Eliza Investments LP, recorded in CC#D208141665, from
Eliza Yuk-Kuen Ma, recorded in CC#D207399717, from Elizabeth Harrison, recorded in CC#D206319392, from Elizabeth N. Reyes, recorded in CC#D207055149, from Elnoria Richards, recorded in CC#D207073533, from Eloisa Magallanes, recorded in CC#D206405258, from Emelio Chavez, recorded in CC#D206342762, from Enrique L. Garza, recorded in CC#D208212862 and CC#D208212861, from Enrique Rodriguez, recorded in CC#D207099757, from Eric J. Roberts, recorded in CC#D208063708, from Evangelina Romero, recorded in CC#D208112465, from Everardo Velazquez, recorded in CC#D206343288, from Ezequiel Camarillo, recorded in CC#D207073534, from Filiberto Arambula, recorded in CC#D208031884, from Flor Barboza, recorded in CC#D207322687, from Francisco Arbaiza, recorded in CC#D207073528, from Fransico Angel, recorded in CC#D207043560, from Fransico Macias, recorded in CC#D207099767, from Fransico Olmos, recorded in CC#D206319383, from Fransico Sanchez, recorded in CC#D207364992, from Gertrude Delp, recorded in CC#D207197054, from Gilberto Serrano, recorded in

CC#D206311786, from Gilberto Zaragoza, recorded in CC#D207307177, from Gloria Y. Jones, recorded in CC#D206340906, from Green Grass Group, Inc., recorded in CC#D206341022, from Guadalupe Preciado, recorded in CC#D208064850, from Guillermo Guerra, recorded in CC#D207204248, from Gustavo Ruiz, recorded in CC#D207337103, from Honorio Santiestban, recorded in CC#D207018480, from Hortencia Torres, recorded in CC#D207294182, from Hugo Iniguez, recorded in CC#D207384634, from Humberto Borjon, recorded in CC#D207322679, from Ignacio Rodriguez, recorded in CC#D207207079, from Jack R. Croxdale, recorded in CC#D206343207, from Jaime Favela, recorded in CC#D208028177, from James Butler, recorded in CC#D207216893 and CC#D207456810, from James Cushman, recorded in CC#D207125958 and CC#D207125959, from James G. Hale, recorded in CC#D206311709, from James N. Austin Jr, recorded in CC#D207216893, from James Warner, recorded in CC#D207455246, from Janet Roberson, recorded in CC#D206300397, from Janice D. Loredo, recorded in CC#D207142365, from Jerry Sanders Thompson, recorded in CC#D206268278, from Jesse Croxdale, recorded in CC#D206169393, from Jessica R. Gatton, recorded in CC#D207177458, from Jessie M. Nix, recorded in CC#D208003373 and CC#D208235323, from Jesus Barrera, recorded in CC#D207198786, from Jesus E. Mancia, recorded in CC#D207281881, from Jimmie Lee Baker, recorded in CC#D207160186, from Jimmy O. Stacy, recorded in CC#D206223022, from Joel A. Ortiz, recorded in CC#D207177459, from Joel J. Plasencia, recorded in CC#D208021538, from Joel Ortiz, recorded in CC#D207177459, from Johnnie Benson, recorded in CC#D207150028, from Jorge L. Serrano, recorded in CC#D206319443 and CC#D206311786, from Jose A. Velazquez, recorded in CC#D207359793, from Jose G. Mediola, recorded in CC#D207004210 and CC#D207004211, from Jose Noe Montelongo, recorded in CC#D208026360, from Jose Resendiz, recorded in CC#D208096429, from Jose Romero, recorded in CC#D207441151, from Jose S. Benitez, recorded in CC#D207043578, from Jose Torres, recorded in CC#D207079747, from Joseph S. Harris, recorded in CC#D207210655, from Joyce A. Williamson, recorded in CC#D206385175, from Juan Gaucin, recorded in CC#D207322681, from Juan Lopez, recorded in CC#D206343045, from Juan Palomares, recorded in CC#D207263373, from Juan Ramirez, recorded in CC#D207307175, from Juan Reyes, recorded in CC#D208175678, from Juan Romero, recorded in CC#D207416322 and CC#D207416325, from Juan Saueda Jr, recorded in CC#D207409185, from Juanita Gomez, recorded in CC#D207150013, from Juanita Roberts, recorded in CC#D207337104, from Julio C. Vega, recorded in CC#D208214103, from Justo Cayetano Hernandez, recorded in CC#D207326507, from Keith Saltsgiver, recorded in CC#D206319424, from Kenney W. Ownbey, recorded in CC#D207055148, from Kent A. Brauer, recorded in CC#D207043563, from Khamphou Souvannasane, recorded in CC#D207307176, CC#D208090958 and CC#D208090961, from Laura Allard, recorded in CC#D207384639, from Laura Castanda, recorded in CC#D207082753, from Lawrence Williams, recorded in CC#D208065989, from Lena Henderson, recorded in CC#D207018478, from Lener Arambula, recorded in CC#D208133718, from Leonard Sprawls, recorded in CC#D207169995, from Leroy J. York, recorded in CC#D206342450, from Leroy J. York, recorded in CC#D206206855, CC#D206340905, CC#D206342450 and CC#D208038239, from Lillie Faye Erskine, recorded in CC#D206342741, from Linda Hoskins, recorded in CC#D207322695, from Linda L. Atkins, recorded in CC#D207333584, from Logan Swords, recorded in CC#D206404731, from Lorenzo Mandujano, recorded in CC#D207303619, from Luis Borjon, recorded in CC#D207322684, from Luis Cardoza, recorded in CC#D208010320, from Luis Rincon-Alvarez, recorded in CC#D207355290, from Lydia I. Zamora, recorded in CC#D207353493, from Manuel Rodriguez, recorded in CC#D207433616, from Manuel Ruiz, recorded in CC#D206343716, from Margarita Veloz, recorded in CC#D207160202 and CC#D207160203, from Margarita Veloz Torres, recorded in CC#D207160203, from Margarito Martinez, recorded in CC#D207359792, from Maria Ayala, recorded in CC#D207359796, from Maria Leon , recorded in CC#D207160172, from Maria Luz Leon Gonzales, recorded in CC#D207030645, from Maria Pilar Lopez, recorded in CC#D208030439, from Maria Rangel, recorded in CC#D206223021, from Marianne Searcy, recorded in CC#D207055260, from Marion H. Steptoe, recorded in CC#D208019750 and CC#D208019755, from Micaela Ruiz-Delarosa, recorded in CC#D206401592, from Michael J. Gilliland, recorded in C#D206343058, from Michael Swinford, recorded in CC#D208030443, from Miguel Garcia, recorded in CC#D207322688, from Miguel Leyva, recorded in CC#D207102013, from Miguel Soto, recorded in CC#D207353497, from Milagros S. Watson, recorded in CC#D208004986, from

Miles Murphy, recorded in CC#D206244766, from Modesto Andino, recorded in CC#D207099764, from Mount Moriah Baptist Church, recorded in CC#D208214104, from Mousa Mahmoud, recorded in CC#D207198746, from Natalio Valdez, recorded in CC#D208228652, from Nora Alonso, recorded in CC#D207073529, from Odon Porras, recorded in CC#D207048265, from Orange R. Williams, recorded in CC#D207073532 and CC#D208231884, from Pablo Ramirez, recorded in CC#D208123011, from Pastora Chavez, recorded in CC#D207322682, from Pearlie M. Calton, recorded in CC#D207322686, from Pedro Salazar, recorded in CC#D208029945, from Pedro Zalazar, recorded in CC#D206398388, from Perfect Performance Products LLC, recorded in CC#D206169418, from Ramon Arcos, recorded in CC#D207259081, from Ramon Romero Jr, recorded in CC#D207011672 and CC#D208211880, from Rayble E. Jones, recorded in CC#D208099905, from Raymond Ramero, recorded in CC#D208212692, from Rebeca Sandoval, recorded in CC#D208115533, from Rene Monjaraz, recorded in CC#D206408403 and CC#D207305548, from Rigoberto Rodriguez, recorded in CC#D207011541, from Robert A. White, recorded in CC#D208004991, from Robert D. Hamilton, recorded in CC#D207073530, from Robert Johnson, recorded in CC#D208179980, from Robert Nerio, recorded in CC#D207043562 and CC#D207049925, from Robert Sifuentes, recorded in CC#D206319423, from Robertson-Campbell Company, recorded in CC#D206169410, from Rogelio Santos, recorded in CC#D207073527, from Rosie Daniel I LP, recorded in CC#D207231521, from Roy Medrano, recorded in CC#D207048253, from S. R. Davidson Family Lp, recorded in CC#D207291698, from Salvador Munoz Duran, recorded in CC#D208150349, from Sammie Phares, recorded in CC#D207268439, from Santos Garay, recorded in CC#D207198750, from Sebastian Perez, recorded in CC#D208179978 and CC#D208179979, from Sergio Ortiz, recorded in CC#D207079744, from Sergio Perez, recorded in CC#D207048261, from Shahnaz Chowdhury, recorded in CC#D208080066, from Silviano M. Rubio, recorded in CC#D207455097, from Teadulo Ramirez, recorded in CC#D206340994, from Teresa Chavez, recorded in CC#D207079747, from The Ramon Romero Corporation Inc, recorded in CC#D208211882, from Thongsy Thonesavanh, recorded in CC#D208019933, from TLK # 1 , recorded in CC#D207231519, from TLP Properties Llc, recorded in CC#D207048254, from Tracey N. Smith, recorded in CC#D206311717, from Umbano Chavez, recorded in CC#D206342760, from Union Pacific Railroad Company, recorded in CC#D206311773, from United Land Holdings Ltd, recorded in CC#D206398486, from Vernay Cotman, recorded in CC#D206300389, from Victor Nerio, recorded in CC#D208114175, from Vincent T. Walker, recorded in CC#D206343287, from Vincente Villanueva, recorded in CC#D207043558, from Ygancio Escutia, recorded in CC#D206342763, from Jesus Mendez, recorded in CC#D207057834, from Lavayne Milligan, recorded in CC#D207169994, from Peggy Turner, recorded in CC#D207190158, from Phuong V Nguyen, recorded in CC#D207043568, from Jesus Munoz, recorded in CC#D206402429, from Martin Torres, recorded in CC#D206343054, from Salvador Marin, recorded in CC#D206234048, from Modesta Andino, recorded in CC#D207099765, D207398162 and D208231891, from Cross Properties, recorded in CC#D206402423, from Otto Brauer Jr., recorded in CC#D207049926, from Rachel Allen, recorded in CC#D207048257, from Jorge Serrano, recorded in CC#D206319443, from Victor Pilot, recorded in CC#D206300396, from Leona Salazar, recorded in CC#D206361524, from Domingo Bacanegra, recorded in CC#D208361454, from Joe Hendricks, recorded in CC#D207043573, from Joel Zetina, recorded in CC#D208293554, from Raudel Guardado, recorded in CC#D207048264, from Modesta Munoz, recorded in CC#D207055261, from Shirley Bryant, recorded in CC#D208272533, from Ray Strange, recorded in CC#D206329812, from Cliff Wright, recorded in CC#D206300400, from Carlos Castillo Jr., recorded in CC#D206405387, from Charles Williams, recorded in CC#D206206946, from Herby Robles, recorded in CC#D207048258, from Ibarra Nolbert, recorded in CC#D206201883, from Maria Rangel, recorded in CC#D206223021, from Scott Stephens, recorded in CC#D207198745, from Charles Spinella, recorded in CC#D206334259, from James Celmer, recorded in CC#D207208983 and D207041950, from Melchor Hernandez, recorded in CC#D206342214, from Roberta Johanson, recorded in CC#D206300391, from Miguel Duran, recorded in CC#D207009961, from F & B Realty Inc, recorded in CC#D207235697, from Johnny Evans, recorded in CC#D207206809, from Howard Smith, recorded in CC#D207206803, from Janie Dyer, recorded in CC#D207090572, from Jose Molina, recorded in CC#D206343047, from Danny Helms, recorded in CC#D207197186, from Ricardo Serrano, recorded in

CC#D206300417, from Martin Romero, recorded in CC#D208141682, from Mohammed S. Ali, recorded in CC#D207359797, from Bertha O. Tanner, recorded in CC#D207043569, from Joyce Ann York, recorded in CC#D206341019, from Ramon Romero, recorded in CC#D208212694, from Juan Romero, recorded in CC#D207409200, from Maria N. Villarreal, recorded in CC#D207449836, from Betty J. Collins, recorded in CC#D207364787, from Juan Avelar, recorded in CC#D208261631, from Douglas R. Elser, recorded in CC#D206281864, from Porfirio V. Huesca, recorded in CC#D208214102, from Jeffery Lindquist, recorded in CC#D208232797, from Rebecca Paredes, recorded in CC#D206300390, from Elvira E. Rios, recorded in CC#D207258924, from Davis Wally Homes, Inc. , recorded in CC#D208285910, from Edward D. Alexander, recorded in CC#D208141585, from Sandra Galvan, recorded in CC#D208099904, from Maria Ester Serrano, recorded in CC#D206319405, from Bradley F. Peden, recorded in CC#D206139675, from Beverly Weathered, recorded in CC#D207326509, from Jesus Hernandez, recorded in CC#D207323329 and CC#D207423830, from Maria Romero, recorded in CC#D208073813, from Juan Aguilar, recorded in CC#D207326508, from Nighat T. Mian, recorded in CC#D208055002 and from Charles White, recorded in CC#D206182534, Deed Records, Tarrant County, Texas. Said 206.46 acres of land being more particularly described as follows:

BEGINNING at a point lying in the west line of Wm. James Community, said point being the most northerly southeast corner of Chesapeake Operating, Inc., Hickman Unit ;

THENCE along the west and north line of said Wm. James Community as follows:

1. N00°03'02"E, a distance of 316.40 feet to a point;

2. N89°49'02"E, a distance of 37.61 feet to a point;

THENCE N00°31'23"W, at 87.93 feet passing the common corner of said Wm. James and Newell Industrial tracts, at 838.62 feet passing the common corner of said Newell Industrial and Union Pacific Railroad tracts, at 1,243.15 feet passing the most southerly northeast corner of said Hickman Unit, in all a distance of 1,343.03 feet to a point in the north line of said Union Pacific Railroad;

THENCE S75°43'31"E, along said Union Pacific Railroad north line, a distance of 23.08 feet to a point at the southwest corner of said Robinson tract;

THENCE N19°24'36"E, along the west line of said Robinson tract, a distance of 188.41 feet to a point;

THENCE N25°35'36"E, continuing along said Robinson west line, a distance of 20.00 feet to a point, said point being the northwest corner of Chesapeake Operating, Inc., Barney Robinson Unit;

THENCE southeasterly, 352.70 feet along a non tangent curve to the right, having a radius of 3,707.00 feet, a central angle of 05°27'05" and a chord bearing S61°38'18"E, 352.57 feet to a point at the northeast corner of said Robinson tract;

THENCE S31°43'36"W, along the east line of said Robinson tract, a distance of 171.77 feet to a point lying in said Union Pacific Railroad north line;

THENCE along said Union Pacific Railroad north line as follows:

1. S64°39'50"E, a distance of 50.40 feet to a point;

2. N31°39'55"E, a distance of 166.39 feet to a point;

3. S58°16'24"E, at 50.12 feet passing a 5/8" iron rod found at the common corner of said Union Pacific Railroad and Southland Corporation tracts, in all a distance of 150.10 feet to a

point at the common corner of said Southland Corporation and City of Fort Worth tracts;

THENCE S58°50'34"E, at 137.04 feet passing said City of Fort Worth and United Holdings tracts, in all a distance of 274.82 feet to a point;

THENCE S58°08'42"E, a distance of 100.00 feet to a point at the east corner of said United Holdings tract;

THENCE S31°51'18"W, a distance of 161.10 feet to a point at an interior corner of said United Holdings tract;

THENCE S58°05'42"E, a distance of 295.50 feet to an "X" found at the southeast corner of said United Holdings tract, said "X" lying in said Union Pacific Railroad north line;

THENCE along said Union Pacific Railroad north line as follows:

1. easterly, 513.75 feet along a non tangent curve to the right, having a radius of 2,717.15 feet, a central angle of 10°50'00" and a chord bearing S68°13'24"E, 512.99 feet to a point;

2. southeasterly, 173.24 feet along a non tangent curve to the right, having a radius of 2,428.52 feet, a central angle of 04°05'14" and a chord bearing S61°21'02"E, 173.20 feet to a point;

3. southeasterly, 478.47 feet along a non tangent curve to the right, having a radius of 4,440.58 feet, a central angle of 06°10'25" and a chord bearing S55°38'04"E, 478.24 feet to a point;

4. S53°37'42"E, a distance of 841.30 feet to a point;

5. S53°39'42"E, a distance of 183.10 feet to a point;

6. S54°16'42"E, a distance of 150.00 feet to a point;

7. S55°42'42"E, a distance of 611.91 feet to a point, said point lying in the apparent east survey line of said Armendarius Survey according to the Texas Natural Resources Information System, said point being the northeast corner of said Barney Robinson Unit;

THENCE S00°28'17"E, a distance of 243.44 feet to a point lying in the south line of said Union Pacific Railroad tract;

THENCE along said Union Pacific Railroad south line as follows:

1. N55°42'42"W, a distance of 753.21 feet to a point;

2. N54°16'42"W, a distance of 153.58 feet to a point;

3. N53°39'42"W, a distance of 184.23 feet to a point;

4. N53°37'42"W, a distance of 153.61 feet to a point at the southeast corner of said Robertson-Campbell tract;

THENCE S00°06'00"W, a distance of 66.06 feet to a point at the northeast corner of said Charles White tract;

THENCE S00°01'38"W, a distance of 454.37 feet to a point at the common corner of said Charles White and Gardner's tract;

THENCE S00°19'16"W, at 667.72 feet passing the common line of said Gardner's and Van

Riper tracts, at 834.53 feet passing the common line of said Van Riper and Rains tracts, in all a distance of 929.99 feet;

THENCE N89°41'13"W, a distance of 1.31 feet to a point at the northeast corner of said James Middle School tract;

THENCE S00°22'55"W, a distance of 994.86 feet to a point at the common line of said James Middle School and Polytechnic Heights tracts;

THENCE S00°33'49"W, a distance of 325.98 feet to a point at the common line of said Polytechnic Heights and Boaz & Dillow tracts;

THENCE S00°11'47"E, a distance of 325.52 feet to a point for the southeast corner of said Barney Robinson Unit;

THENCE N89°46'40"W, a distance of 17.21 feet to a point;

THENCE S89°57'08"W, a distance of 1,173.38 feet to a point for the southwest corner of said Barney Robinson Unit;

THENCE N00°11'47"W, a distance of 1,021.69 feet to a point at the southeast corner of said Greve's tract;

THENCE along the south and west lines of said Greve's tract as follows:

1. N89°11'30"W, a distance of 169.13 feet to a point;

2. N55°50'55"W, a distance of 67.68 feet to a point;

3. N00°06'30"W, at 812.79 feet passing the northeast corner of said Greve's tract, in all a distance of 850.82 feet to a point lying in the apparent centerline of Vickery Boulevard;

THENCE S89°46'59"W, along said Vickery Boulevard centerline, a distance of 1,571.38 feet to a point;

THENCE N00°01'25"E, at 38.50 feet passing the southeast corner of said Hickman Unit, in all a distance of 833.93 feet to a point;

THENCE along the east lines of said Hickman Unit as follows:

1. S89°58'35"E, a distance of 165.00 feet to a point;

2. N00°01'25"E, a distance of 380.07 feet to a point;

3. S89°58'35"E, a distance of 298.29 feet to the point of beginning, containing 206.46 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

Electronically Recorded
Chesapeake Operating, Inc.

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated September 10, 2008
Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX2205489-000	Union Pacific Railroad	Mann, William Survey	Block	Lot	D206311773	21-Aug-06	DALE RESOURCES, LLC
TX0124853-000	Romero, Ramon Etux Maria	Anderson Sub Of Van Riper Addn	Block	Lot 5	D208212694	21-May-08	DALE PROPERTY SERVICES, LLC
TX0098869-000	Romero, Juan & Maria De Jesus	Anderson Sub Of Van Riper Addn	Block	Lot 6	D207409200	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0070451-000	Benson, Johnnie M	Beach Industrial District	Block 1	Lot 1	D207150028	27-Mar-07	DALE PROPERTY SERVICES, LLC
TX2208415-000	Alan E Rich, as Trustee of the Alan e Rich Heritage Trust	Beach Industrial District	Block 1	Lot 1A	D206118319	30-Mar-06	DALE RESOURCES, LLC
TX2202806-000	Smith, Christopher Etux Marie-Jose	Beach Industrial District	Block 1	Lot 3	D206261349	19-Jul-06	DALE RESOURCES, LLC
TX2208419-000	Robertson-Campbell Co	Berwyn Addition	Block	Lot 22	D206169410	8-May-06	DALE RESOURCES, LLC
TX0107014-000	City Vending Co Inc	Boaz & Dillow Addition	Block 1	Lots 1 Thru 3	D208028231	14-Sep-06	DALE RESOURCES, LLC
TX0103289-000	Villarreal, Maria Norma a/k/a Maria Norma Ruiz	Boaz & Dillow Addition	Block 2	Lots 1 & W40' of Lot 2	D207449836	27-Nov-07	DALE PROPERTY SERVICES, LLC
TX0089169-000	Ruiz, Gustavo	Boaz & Dillow Addition	Block 2	Lots 2B & 3	D207337103	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0114143-000	Alvarado, Alfredo	Boaz & Dillow Addition	Block 2	Lots 2B & 3	D208112340	26-Mar-08	DALE PROPERTY SERVICES, LLC
TX0125194-000	Mount Moriah Baptist Church	Boaz & Dillow Addition	Block 2	Lots 4 Thru 9	D208214104	2-Jun-08	DALE PROPERTY SERVICES, LLC
TX0102167-000	Alonso, Efrain Etux Maria	Boaz & Dillow Addition	Block 2	Lot 10	D207441258	14-Nov-07	DALE PROPERTY SERVICES, LLC
TX0096710-000	Sanchez, David Etux Lourdes	Boaz & Dillow Addition	Block 2	Lot 11	D207384638	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0087206-000	Barboza, Flor	Boaz & Dillow Addition	Block 2	Lot 12	D207322687	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087205-000	Garcia, Miguel Angel Etux Rosa Maria Barboza	Boaz & Dillow Addition	Block 2	Lots 13 & 14	D207322688	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0102511-000	Romero, Jose Etux Martha	Boaz & Dillow Addition	Block 3	Lots 1 & W15' of Lot 2	D207441151	28-Nov-07	DALE PROPERTY SERVICES, LLC
TX0087217-000	Gaucin, Juan Francis Etux Oralia Borjon	Boaz & Dillow Addition	Block 3	E35' of Lots 2 & 3	D207322681	28-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087207-000	Calton, Pearlie M	Boaz & Dillow Addition	Block 3	Lots 4 & W1/2 of Lot 5	D207322686	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0125674-000	Valdez, Natalio Etux Evangelina Rosales	Boaz & Dillow Addition	Block 3	Lot 6	D208228652	5-Jun-08	DALE PROPERTY SERVICES, LLC
TX0090820-000	Croft Management Inc	Boaz & Dillow Addition	Block 3	Lots 7 Thru 10 & E1/2 of Lot 6	D207409185	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0087230-000	Borjon, Humberto	Boaz & Dillow Addition	Block 3	Lot 11	D207322679	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0101159-000	Rodriguez, Manuel	Boaz & Dillow Addition	Block 3	Lot 13	D207433616	2-Nov-07	DALE PROPERTY SERVICES, LLC
N/A	Roberts, Eric J	Boaz & Dillow Addition	Block 3	Lot 14	D208063708	17-Dec-07	PALOMA BARNETT, LLC
N/A	Nerio, Victor Etux Conrada	Boaz & Dillow Addition	Block 3	Lot 15	D208114175	24-Nov-07	PALOMA BARNETT, LLC
TX0086261-000	Zaragoza, Gilberto V Etux Andrea H	Boaz & Dillow Addition	Block 3	Lot 16	D207307177	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0119532-000	Perez, Sebastian Etux Arcelia Tolentino	Boaz & Dillow Addition	Block 3	Lot 17	D208179979	10-May-08	DALE PROPERTY SERVICES, LLC
TX0119531-000	Perez, Sebastian Etux Arcelia Tolentino	Boaz & Dillow Addition	Block 3	Lot 18	D208179978	10-May-08	DALE PROPERTY SERVICES, LLC
TX0089175-000	Roberts, Juanita U	Boaz & Dillow Addition	Block 3	Lots 19 Thru 21	D207337104	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0098732-000	Saueda, Juan Jr. Etux Elizabeth	Boaz & Dillow Addition	Block 6	Lots 1 & W1/2 of Lot 2	D207409185	16-Oct-07	DALE PROPERTY SERVICES, LLC
TX0100598-000	Romero, Juan Etux Maria	Boaz & Dillow Addition	Block 6	Lot 6	D207416322	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0100600-000	Romero, Juan Etux Maria	Boaz & Dillow Addition	Block 6	Lot 7	D207416325	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0105372-000	Rodriguez, Alcides Etux Olga	Boaz & Dillow Addition	Block 6	Lot 8	D208011410	20-Dec-07	DALE PROPERTY SERVICES, LLC
TX0087741-000	Hernandez, Justo Cayetano Etux Mayra H	Boaz & Dillow Addition	Block 6	Lot 9	D207326507	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0104577-000	Nix, Jessie M	Boaz & Dillow Addition	Block 6	Lot 14	D208003373	18-Dec-07	DALE PROPERTY SERVICES, LLC
TX0106891-000	Thonesavanh, Thongsy	Boaz & Dillow Addition	Block 6	Lot 15	D208019933	28-Nov-07	DALE PROPERTY SERVICES, LLC
TX0086263-000	Souvannasane, Khamphou	Boaz & Dillow Addition	Block 6	Lot 16	D207307176	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0119533-000	Johnson, Robert	Boaz & Dillow Addition	Block 6	Lots 17 & 18	D208179980	9-May-08	DALE PROPERTY SERVICES, LLC
TX0124964-000	Ramero, Raymond Etux Maria Refugio	Boaz & Dillow Addition	Block 6	Lots 19 & E35' of Lot 20	D208212692	21-May-08	DALE PROPERTY SERVICES, LLC
TX0124851-000	Ramero, Raymond Etux Maria Refugio	Boaz & Dillow Addition	Block 6	W15' of Lot 20 & E35' of Lot 21	D208212692	21-May-08	DALE PROPERTY SERVICES, LLC
TX0124226-000	Romero, Ramon Jr. Etux Veronica	Boaz & Dillow Addition	Block 6	Lots 22 7 W15' of Lot 21	D208211880	21-May-08	DALE PROPERTY SERVICES, LLC
TX0087232-000	Stark, Bobby Gene	Boaz & Dillow Addition	Block 7	Lot 6	D207322678	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0112466-000	Souvannasane, Khamphene Joy	Boaz & Dillow Addition	Block 7	Lots 7 & E4' of Lot 6	D208090958	7-Mar-08	DALE PROPERTY SERVICES, LLC
TX0087211-000	Borjon, Luis Etux Rosa	Boaz & Dillow Addition	Block 7	Lot 8	D207322684	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0112509-000	Souvannasane, Khamphou	Boaz & Dillow Addition	Block 7	Lot 9	D208090961	7-Mar-08	DALE PROPERTY SERVICES, LLC
TX0117339-000	Duran, Salvador Munoz Etux Esperanza	Boaz & Dillow Addition	Block 7	Lot 10	D208150349	21-Apr-08	DALE PROPERTY SERVICES, LLC
N/A	Williams, Lawrence	Boaz & Dillow Addition	Block 7	N70' of Lot 10	D208065989	17-Jan-08	PALOMA BARNETT, LLC

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated September 10, 2008
Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0114388-000	Stegger, Eddie Etux Bessie	Boaz & Dillow Addition	Block 7	N70' of Lot 11	D207109990	26-Mar-08	DALE PROPERTY SERVICES, LLC
TX0119142-000	Reyes, Juan Etux Martha	Boaz & Dillow Addition	Block 7	Lot 12	D208175678	3-May-08	DALE PROPERTY SERVICES, LLC
N/A	Favela, Jaime & Ma De Jesus	Boaz & Dillow Addition	Block 7	Lot 14	D208028177	29-Oct-07	PALOMA BARNETT, LLC
N/A	Romero, Evangelina S	Boaz & Dillow Addition	Block 7	Lot 15	D208112465	7-Dec-07	PALOMA BARNETT, LLC
TX0098137-000	Ma, Eliza Yuk-Kuen & Leona King-Yan Cheah	Boaz & Dillow Addition	Block 7	Lot 16	D207399717	30-Oct-07	DALE PROPERTY SERVICES, LLC
TX0067871-000	Cushman, James	Boaz & Dillow Addition	Block 7	W48' of Lot 17	D207125959	16-Mar-07	DALE PROPERTY SERVICES, LLC
TX0067870-000	Cushman, James	Boaz & Dillow Addition	Block 7	W18' of Lot 18	D207125958	16-Mar-07	DALE PROPERTY SERVICES, LLC
TX0092971-000	Soto, Cenonita Serna Etvir Miguel	Boaz & Dillow Addition	Block 7	Lot 19	D207353496	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0093078-000	Gaddy, Betty a/k/a Betty Collins	Boaz & Dillow Addition	Block 7	Lots 21 & 22	D207364787	26-Sep-07	DALE PROPERTY SERVICES, LLC
TX0105419-000	Wendler, David Hugh Etux Amy	Boaz & Dillow Addition	Block 8	Lots 1 & 2	D208011405	7-Dec-07	DALE PROPERTY SERVICES, LLC
TX0092657-000	Velazquez, Jose A Etux Antonia	Boaz & Dillow Addition	Block 8	Lots 5 & E1/2 of Lot 4	D207359793	18-Sep-07	DALE PROPERTY SERVICES, LLC
TX0107239-000	Montelongo, Jose Noe Etux Norma Mayela	Boaz & Dillow Addition	Block 8	Lot 6 & W6' of Lot 7	D208026360	21-Jan-08	DALE PROPERTY SERVICES, LLC
TX0125663-000	The Ramon Romero Corporation, Inc	Boaz & Dillow Addition	Block 8	Lot 8 & E44' of Lot 7	D208211882	21-May-08	DALE PROPERTY SERVICES, LLC
N/A	Swinford, Michael Etux Shelia	Boaz & Dillow Addition	Block 8	W1/2 of Lot 15 & 16	D208030443	23-Nov-07	PALOMA BARNETT, LLC
N/A	Nix, Jessie & George Miramonte	Boaz & Dillow Addition	Block 8	Lot 17	D208235323	21-May-08	DALE PROPERTY SERVICES, LLC
TX0107152-000	Plasencia, Joel J	Boaz & Dillow Addition	Block 8	Lot 18	D208021538	14-Jan-08	DALE PROPERTY SERVICES, LLC
TX0092921-000	Sanchez, Fransisco Etux Rachel	Boaz & Dillow Addition	Block 9	Lot 1	D207364992	26-Sep-07	DALE PROPERTY SERVICES, LLC
TX0124279-000	Garza, Enrique L & Erlinda	Boaz & Dillow Addition	Block 9	Lot 3	D208212862	22-May-08	DALE PROPERTY SERVICES, LLC
TX0083081-000	S R Davidson Family Lp	Boaz & Dillow Addition	Block 9	W37.5' of Lot 3	D207291698	17-Jul-07	DALE PROPERTY SERVICES, LLC
TX0124262-000	Garza, Enrique Etux Erlinda	Boaz & Dillow Addition	Block 9	Lot 5	D208212861	22-May-08	DALE PROPERTY SERVICES, LLC
N/A	Lopez, Maria Pilar	Boaz & Dillow Addition	Block 9	Lot 6	D208030439	27-Nov-07	PALOMA BARNETT, LLC
TX0074953-000	Austin, James N Jr	Boaz & Dillow Addition	Block 9	Lot 7	D207216893	5-Jun-07	DALE PROPERTY SERVICES, LLC
TX0108295-000	Munoz, Donna Hoyle	Boaz & Dillow Addition	Block 9	Lot 8	D208040826	28-Jan-08	DALE PROPERTY SERVICES, LLC
TX0087209-000	Munoz, Candelario D Etux Donna H	Boaz & Dillow Addition	Block 9	Lot 9	D207322685	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0113372-000	Jones, Rayble E Jr	Boaz & Dillow Addition	Block 9	N65' of Lots 10 & 11	D208099905	14-Mar-08	DALE PROPERTY SERVICES, LLC
TX0105001-000	Butler, James	Boaz & Dillow Addition	Block 9	Lots 14 & 15	D207456810	12-Dec-07	DALE PROPERTY SERVICES, LLC
TX0105001-000	Butler, James	Boaz & Dillow Addition	Block 9	N115' of Lots 16 Thru 19	D207216893	5-Jun-07	DALE PROPERTY SERVICES, LLC
TX0106919-000	Steptoe, Marion H Etvir Johnny M	Boaz & Dillow Addition	Block 9	N115' of Lot 20	D208019755	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX0106921-000	Steptoe, Marion H Etvir Johnny M	Boaz & Dillow Addition	Block 9	Lot 21	D208019750	19-Dec-07	DALE PROPERTY SERVICES, LLC
N/A	Resendiz, Jose Etux Maria	Boaz & Dillow Addition	Block 10	Lots 1 & 2	D208096429	21-Feb-08	PALOMA BARNETT, LLC
TX0079776-000	Palomares, Juan Etux Rita M	Boaz & Dillow Addition	Block 10	Lot 4	D207263373	18-Jul-07	DALE PROPERTY SERVICES, LLC
TX0112526-000	Hernandez, Agustin	Boaz & Dillow Addition	Block 10	Lot 5	D208090977	11-Mar-08	DALE PROPERTY SERVICES, LLC
TX0127487-000	Avelar, Juan Carlos & David Avelar	Boaz & Dillow Addition	Block 10	Lot 7	D208261631	17-Jun-08	DALE PROPERTY SERVICES, LLC
TX0116826-000	Eliza Investments, LP	Boaz & Dillow Addition	Block 10	Lots 8 & 9	D208141665	9-Apr-08	DALE PROPERTY SERVICES, LLC
TX0093105-000	Soto, Cenonita Serna Etvir Miguel	Boaz & Dillow Addition	Block 10	Lot	D207353497	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0128311-000	Thomas, Charles Jr	Boaz & Dillow Addition	Block 10	Lot 12	D208261935	25-Jun-08	DALE PROPERTY SERVICES, LLC
N/A	Caruthers, Claudia	Boaz & Dillow Addition	Block 10	Lot 19R	D208032702	24-Nov-07	PALOMA BARNETT, LLC
N/A	Chowdhury, Shahnaz Begum	Boaz & Dillow Addition	Block 10	Lot 20R	D208080066	26-Nov-07	PALOMA BARNETT, LLC
TX2207895-000	Elser, Douglas R	Bucy, A M Subdivision	Block	Lot 1	D206281864	26-Jun-06	DALE RESOURCES, LLC
TX0086468-000	Elser, Douglas R				D207318521	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0104852-000	Leija, Edward	Bucy, A M Subdivision	Block	Lot 2	D208004988	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX0088651-000	Hoskins, Linda Jean	Bucy, A M Subdivision	Block	Lot 3	D207322695	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0098171-000	Cap H Investments Llc	Bucy, A M Subdivision	Block	Lot 4	D207380959	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0098171-000	Cap H Investments Llc	Bucy, A M Subdivision	Block	Lot 5	D207403914	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0076379-000	Bran-Dan Partnership Llc	Colonial Manor Addition	Block 1	Lot 1R	D206405390	7-Dec-06	DALE RESOURCES, LLC
TX2208419-000	Robertson-Campbell Co	Conner Ave Industrial Addition	Block 1	Lots 1 Thru 15	D206169410	8-May-06	DALE RESOURCES, LLC
TX2202416-000	Velazquez, Everardo Etux Emilia	Conner, S A Addition	Block	Lot 3	D206343288	16-Sep-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Conner, S A Addition	Block	Lot 4	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX0107014-000	City Vending Co Inc f/k/a Ft Worth Vending Co	Conner, S A Addition	Block	Lot 5	D208028231	14-Sep-06	DALE RESOURCES, LLC
TX2200597-000	Beavers, Charles Timothy	Conner, S A Addition	Block	Lots 1 & 2	D206300394	30-Aug-06	DALE RESOURCES, LLC

Electronically Recorded
Chesapeake Operating, Inc.

Exhibit "A"

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Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0072214-000	Ortiz, Joel A Etux Celia	Conner, S A Addition	Block	Lots 6 Thru 8	D207177459	14-May-07	DALE PROPERTY SERVICES, LLC
TX0073869-000	Othman, Amal	Conner, S A Addition	Block	Lots 9 Thru 11	D207198785	31-May-07	DALE PROPERTY SERVICES, LLC
TX0058203-000	Santiesteban, Honorio N Etux Yolanda	Conner, S A Addition	Block	Lots 12 Thru 15	D207018480	26-Dec-06	DALE RESOURCES, LLC
TX0050127-000	Harrison, Elizabeth	Conner, S A Addition	Block	Lots 16 & 17	D206319392	2-Sep-06	DALE RESOURCES, LLC
TX0125766-000	Williams, Orange Ree	Conner, S A Addition	Block	Lots 18 Thru 20	D208231884	4-Jun-08	DALE PROERTY SERVICES
TX2205498-000	Cotman, Vernay	Conner, S A Addition	Block	Lots 21 Thru 24	D206300389	29-Aug-06	DALE RESOURCES, LLC
TX0070900-000	Torres, Margarita Veloz	Conner, S A Addition	Block	Lots 25 Thru 27	D207160203	14-Mar-07	DALE PROPERTY SERVICES, LLC
TX0086264-000	Ramirez, Juan Etux Esperanza Moreno	Conner, S A Addition	Block	Lots 31 & 32	D207307175	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0070963-000	Baker, Jimmie Lee & Arhtur L. Baker	Conner, S A Addition	Block	Lots 33 & 34	D207160186	21-Mar-07	DALE PROPERTY SERVICES, LLC
TX0054226-000	Magallanes, Eloisa	Conner, S A Addition	Block	Lots 35 & 36	D206405258	29-Nov-06	DALE RESOURCES, LLC
TX0058143-000	Nerio, Roberto Etux Bertha	Conner, S A Addition	Block	Lots 37 Thru 40	D207049925	30-Dec-06	DALE RESOURCES, LLC
TX0058697-000	Alanis, Cruz J	Conner, S A Addition	Block	Lots 41 & 42	D207043556	23-Jan-07	DALE RESOURCES, LLC
TX0058759-000	Cardoza-Chairez, Carlos	Conner, S A Addition	Block	Lots 43 & 44	D207043561	16-Jan-07	DALE PROPERTY SERVICES, LLC
TX0073949-000	Delp, Gertrude	Conner, S A Addition	Block	Lots 45 & 46	D207197054	10-May-07	DALE PROPERTY SERVICES, LLC
TX0079625-000	Arcos, Ramon Etux Alma Guadalupe	Conner, S A Addition	Block	Lots 47 & 48	D207259081	13-Jul-07	DALE PROPERTY SERVICES, LLC
TX0115182-000	Ramirez, Pablo L	Conner, S A Addition	Block	Lots 54 & 54	D208123011	19-Mar-08	DALE PROPERTY SERVICES, LLC
TX0095770-000	Martinez, Margarito Javier Etux Magdalena Soto	Conner, S A Addition	Block	Lots 56 & 57	D207359792	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0128310-000	Roman, Efrain Etuc Bertha	Conner, S A Addition	Block	Lots 60 & 61	D208261934	7-Jul-08	DALE PROPERTY SERVICES, LLC
TX0058396-000	TLP Properties Llc	Conner, S A Addition	Block	Lots 62 & 63	D207048254	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0074751-000	Harris, Joseph S	Conner, T H Addition	Block	Lots 1 Thru 3	D207210655	12-Jun-07	DALE PROPERTY SERVICES, LLC
TX0073906-000	Mahmoud, Mousa	Conner, T H Addition	Block	Lot 5	D207198746	1-Jun-07	DALE PROPERTY SERVICES, LLC
TX0069331-000	Loredo, Janice D	Conner, T H Addition	Block	Lots 7 & 8	D207142365	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0073023-000	Compton, Betty Guidonia	Conner, T H Addition	Block	Lot 9	D207190182	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062488-000	Williams, Orange R	Conner, T H Addition	Block	Lot 11	D207073532	9-Feb-07	DALE PROPERTY SERVICES, LLC
TX2202461-000	Walker, Vincent T	Conner, T H Addition	Block	Lot 12	D206343287	16-Sep-06	DALE RESOURCES, LLC
TX0077192-000	Ruiz, Manuel Etux Teresa	Conner, T H Addition	Block	Lot 13A	D206343716	18-Sep-06	DALE RESOURCES, LLC
TX2201285-000	Jones, Gloria Y	Conner, T H Addition	Block	Lot 13B	D206340906	20-Sep-06	DALE RESOURCES, LLC
TX0054296-000	Swords, Logan	Conner, T H Addition	Block	Lots 15 & N23' of Lot 14	D206404731	17-Nov-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy J	Conner, T H Addition	Block	S65' of Lot 14	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0070905-000	Veloz, Margarita & Erika Torres	Conner, T H Addition	Block	W145' of Lot 16	D207160202	14-Mar-07	DALE PROPERTY SERVICES, LLC
TX0063112-000	Castaneda, Laura	Conner, T H Addition	Block	Lot 17	D207082753	23-Feb-07	DALE PROPERTY SERVICES, LLC
TX0125190-000	Vega, Profirio H Etux Teresa M	Conner, T H Addition	Block	W145' of Lot 18	D208214102	21-May-08	DALE PROPERTY SERVICES, LLC
TX0056307-000	Romero, Ramon Jr Etux Veronica	Conner, T H Addition	Block	Lot 20	D207011672	21-Jul-06	DALE RESOURCES, LLC
TX2207894-000	Robinson, Barney J	Daggett, E M Survey	Block	A 431 Tr 3A	D206346638	5-Apr-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Daggett, E M Survey	Block	A 431 Tr 3A03	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX0062487-000	Alonzo, Daniel	Essex Place Addition	Block	N1' of Lot 9 & S44' of Lot 10 & N26' of Lot 11	D207073531	7-Feb-07	DALE PROPERTY SERVICES, LLC
TX2201456-000	Erskine, Lillie Faye	Essex Place Addition	Block	Lots 13 & 14	D206342741	7-Aug-06	DALE RESOURCES, LLC
TX2201673-000	Murphy, Miles Eugene Etux Mary L	Essex Place Addition	Block	Lot 15	D206244766	30-Jun-06	DALE RESOURCES, LLC
TX2200351-000	Anderson, David C	Essex Place Addition	Block	Lots 16 & S3' of Lot 17	D206341018	26-Sep-06	DALE RESOURCES, LLC
TX2202783-000	Wilson, Charles Clayton Etux Ova Mae	Essex Place Addition	Block	Lot 27	D206244760	20-Jul-06	DALE RESOURCES, LLC
TX2203216-000	Stacy, Jimmy O & Jay Allen Stacy	Essex Place Addition	Block	N40' of Lot 30 & S10' of Lot 31	D206223022	30-Jun-06	DALE RESOURCES, LLC
TX0062481-000	Alonso, Nora	Essex Place Addition	Block	N40' of Lot 31 & S10' of Lot 32	D207073529	8-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062422-000	Camarillo, Ezequiel Etux Alma Del	Essex Place Addition	Block	N40' of Lot 32 & S10' of Lot 33	D207073534	7-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062483-000	Hamilton, Robert D Etux Tawana	Essex Place Addition	Block	Lots 36 & N10.5' of Lot 35	D207073530	3-Feb-07	DALE PROPERTY SERVICES, LLC
TX2201545-000	Rangel, Maria	Essex Place Addition	Block	Lot 43	D206223021	22-Jun-06	DALE RESOURCES, LLC
TX0073868-000	Barrera, Jesus Etux Mirna	Essex Place Addition	Block	Lot 44	D207198786	28-May-07	DALE PROPERTY SERVICES, LLC

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Exhibit "A"

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CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0125534-000	Lindquist, Jeffery Etux Teresa	Essex Place Addition	Block	Lot 46	D208232797	3-Jun-08	DALE PROPERTY SERVICES, LLC
TX0054200-000	Ritchey, Carol	Essex Place Addition	Block	Lot 48	D206405257	29-Nov-06	DALE RESOURCES, LLC
TX2205364-000	Saltsgiver, Keith Etux Janet	Essex Place Addition	Block	Lot 49	D206319424	8-Sep-06	DALE RESOURCES, LLC
TX0096709-000	Allard, Laura	Essex Place Addition	Block	Lot 50	D207384639	13-Oct-07	DALE PROPERTY SERVICES, LLC
TX2200996-000	Serrano, Gilberto Etux Alice Estrada	Essex Place Addition	Block	Lots 51 & 52	D206311786	29-Aug-06	DALE RESOURCES, LLC
TX2202808-000	Johnson, Christopher D & Lawrence E Walker Jr	Gardner To Poly Addition	Block 1	E1/2 of Lot 1	D206319444	30-Aug-06	DALE RESOURCES, LLC
TX0051398-000	Magallanes, Rene Etux Susan	Gardner To Poly Addition	Block 1	N50' of the S150' of Lot 2	D206408403	9-Nov-06	DALE RESOURCES, LLC
TX0062476-000	Arbaiza, Francisco & Vilma	Gardner To Poly Addition	Block 1	S100' of the S150' of Lot 2	D207073528	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0059695-000	Ownbey, Kenney W	Gardner To Poly Addition	Block 2	Lot 2	D207055148	23-Jan-07	DALE RESOURCES, LLC
TX0058392-000	Medrano, Roy Etux Elvia	Gardner To Poly Addition	Block 2	N50' of the E50' of Lot 2 & N50' of Lot 3	D207048253	27-Jan-07	DALE PROPERTY SERVICES, LLC
TX0072217-000	Anderson, David L	Gardner To Poly Addition	Block 2	S150' of the E67' of Lot 3	D207177456	12-May-07	DALE PROPERTY SERVICES, LLC
TX0058392-000	Medrano, Roy Etux Elvia	Gardner To Poly Addition	Block 3	Lot 1	D207048253	27-Jan-07	DALE PROPERTY SERVICES, LLC
TX0057370-000	Clay, Damon A	Gardner To Poly Addition	Block 3	Lot 2	D207009771	29-Nov-06	DALE RESOURCES, LLC
TX2200675-000	Clay, Damon A	Gardner To Poly Addition	Block 3	Lot 3 & 4	D206343046	16-Oct-06	DALE RESOURCES, LLC
TX2205276-000	Paredes, Rebecca	Gardner To Poly Addition	Block 3	Lots 5 & 6	D206300390	31-Aug-06	DALE RESOURCES, LLC
TX0058720-000	Villanueva, Vincente Delgado	Gardner To Poly Addition	Block 3	Lot 7	D207043558	22-Jan-07	DALE PROPERTY SERVICES, LLC
N/A	Rameriz, Camilo	Gardner To Poly Addition	Block 3	Lots 8 & N5' of Lot 7	D207149628	14-Mar-07	DALE PROPERTY SERVICES, LLC
TX0072215-000	Gatton, Jessica R Etvir Michael	Gardner To Poly Addition	Block 4	Lot 1	D207177458	17-May-07	DALE PROPERTY SERVICES, LLC
TX0059695-000	Ownbey, Kenney W	Gardner To Poly Addition	Block 4	Lot 2	D207055148	23-Jan-07	DALE RESOURCES, LLC
TX2201026-000	Green Grass Group, Inc.	Gardner To Poly Addition	Block 4	Lot 3	D206341022	19-Sep-06	DALE RESOURCES, LLC
TX0083818-000	Torres, Hortencia	Gardner To Poly Addition	Block 4	Lot 6	D207294182	27-Jul-07	DALE PROPERTY SERVICES, LLC
TX0058646-000	Benitez, Jose Sanchez Etux Melissa Flores	Gardner To Poly Addition	Block 4	Lot 7	D207043578	24-Jan-07	DALE PROPERTY SERVICES, LLC
TX0088107-000	Atkins, Linda L	Gardner To Poly Addition	Block 4	Lots 9 & s35' of Lot 10	D207333584	17-Jul-07	DALE PROPERTY SERVICES, LLC
TX0080536-000	Phares, Sammie	Gardner To Poly Addition	Block 4	Lots 12 & N35' of Lot 11	D207268439	23-Jul-07	DALE PROPERTY SERVICES, LLC
TX0095712-000	Iniguez, Hugo Etux Emerita Iniguez	Gardner To Poly Addition	Block 5	Lot 1	D207384634	23-Sep-07	DALE PROPERTY SERVICES, LLC
TX2202593-000	Martinez, Adolfo Etux Aurora	Gardner To Poly Addition	Block 5	Lot 2	D206300401	31-Aug-06	DALE RESOURCES, LLC
TX0062473-000	Santos, Rogelio	Gardner To Poly Addition	Block 5	Lot 3	D207073527	14-Feb-07	DALE PROPERTY SERVICES, LLC
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 5	Lot 5	D208038239	31-Oct-07	PALOMA BARNETT, LLC
TX0095282-000	Cap H Investments Llc	Gardner To Poly Addition	Block 5	Lot 6	D207380959	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX2200825-000	Chavez, Emelie & Irene Z	Gardner To Poly Addition	Block 5	Lot 7	D206342762	10-Oct-06	DALE RESOUCRES, LLC
TX0104753-000	Watson, Milagros S	Gardner To Poly Addition	Block 5	Lot 8	D208004986	26-Dec-07	DALE PROPERTY SERVICES, LLC
TX0070415-000	Perez, Anastacio	Gardner To Poly Addition	Block 5	Lot 12	D207150017	28-Mar-07	DALE PROPERTY SERVICES, LLC
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	Lot 1	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0064749-000	Carmona, Artemio Etux Sofia Hernandez	Gardner To Poly Addition	Block 6	Lots 2 & 3	D206341020	27-Sep-06	DALE RESOURCES, LLC
TX0082609-000	Mancia, Jesus Erlimdo	Gardner To Poly Addition	Block 6	Lot 4A	D207281881	25-Jan-07	DALE PROPERTY SERVICES, LLC
TX2205300-000	Sifuentes, Robert Etux Garcila	Gardner To Poly Addition	Block 6	Lot 5A	D206319423	29-Aug-06	DALE RESOURCES, LLC
TX0105543-000	Cardoza, Luis Etux Veronica Carmona	Gardner To Poly Addition	Block 6	Lot 6A	D208010320	21-Dec-07	DALE PROPERTY SERVICES, LLC
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	Lots 4 & E90.15' of Lots 5 Thru 7	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX2202394-000	Chavez, Umbano Etux Herlinda	Gardner To Poly Addition	Block 6	W91' of Lot 7	D206342760	10-Oct-06	DALE RESOURCES, LLC
TX2200385-000	Meza, Armando Eutx Maria	Gardner To Poly Addition	Block 6	W91' of Lot 8	D206342761	10-Oct-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	E91' of Lot 8	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0052982-000	Zalazar, Pedro	Gardner To Poly Addition	Block 6	Lot 9	D206398388	16-Nov-06	DALE RESOURCES, LLC
TX2202953-000	Chavez, Edward Et ux Ninfa	Gardner To Poly Addition	Block 6	Lot 10	D206300399	28, Aug-06	DALE RESOURCES, LLC
TX0065248-000	Garcia, Armando Alcala Etux Bertha Aurora	Gardner To Poly Addition	Block 6	Lot 12	D207099763	5-Mar-07	DALE PROPERTY SERVICES, LLC
N/A	Arambula, Lener & Filberto	Greve Addition	Block	Lot 5	D208133718	5-Sep-07	PALOMA BARNETT, LLC
N/A	Salazar, Pedro Etal	Greve Addition	Block	Lot 7	D208029945	26-Nov-07	PALOMA BARNETT, LLC
TX0074996-000	Guerra, Carmen Alivaredo	Greve Addition	Block	Lot 8	D207217328	29-May-07	DALE PROPERTY SERVICES, LLC
N/A	Arambula, Filiberto Etux Enedi	Greve Addition	Block	Lot 9	D208031884	27-Oct-07	PALOMA BARNETT, LLC

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CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0079379-000	Rios, Maria E a/k/a Elvira Rios	Greve Addition	Block	Lots 10 & 11	D207258924	13-Jun-07	DALE PROPERTY SERVICES, LLC
TX0087213-000	Garza, Corando Etux Maria a/k/a Maria De La Paz Aguilar	Greve Addition	Block	Lot 12	D207322683	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0124278-000	Adams, Billy D Etux Barbara J	Greve Addition	Block	Lot 13	D208212860	26-May-08	DALE PROPERTY SERVICES, LLC
TX0124276-000	Adams, Billy D Etux Barbara J	Greve Addition	Block	Lot 14	D208212859	26-May-08	DALE PROPERTY SERVICES, LLC
TX0087215-000	Chavez, Pastora	Greve Addition	Block	Lot 15 Less SW 40'x60'	D207322682	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0104846-000	White, Robert Allen	Groth, W L Subdivision	Block	Lot 1	D208004991	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX2201447-000	York, Leroy	Groth, W L Subdivision	Block	Lots 2 & 3	D206340905	3-Oct-06	DALE RESOURCES, LLC
TX2202808-000	Johnson, Christopher D & Lawrence E. Walker Jr.	Groth, W L Subdivision	Block	Lots 5 & 6	D206319444	30-Aug-06	DALE RESOURCES, LLC
TX2201447-000	York, Leroy	Hawkins, W E Addition	Block	Lot 31	D206340905	3-Oct-06	DALE RESOURCES, LLC
TX0074996-000	Guerra, Carmen Allvaredo a/k/a Carmen Guerra	Hawkins, W E Addition	Block	N50' of the E126' of Lot 33	D207217328	29-May-07	DALE PROPERTY SERVICES, LLC
TX0088107-000	Atkins, Linda L	James, William Addition	Block A	Lot 1	D207333584	17-Jul-07	DALE PROPERTY SERVICES, LLC
TX0065532-000	Leyva, Miguel	James, William Addition	Block A	Lot 2	D207102013	9-Mar-07	DALE PROPERTY SERVICES, LLC
TX0056556-000	Rodriguez, Rigoberto Etux Marie	James, William Addition	Block A	Lot 3	D207011541	27-Nov-06	DALE RESOURCES, LLC
TX2206717-000	Croxdale, Jesse L & Christene A Croxdale, as Trustees of The Jesse L Croxdale and Christene A Croxdale Revocable Living Trust	James, William Addition	Block A	Lot 4	D206169393	11-May-06	DALE RESOURCES, LLC
TX2201447-000	York, Leroy	James, William Addition	Block B	Lot 1	D206206855	19-May-06	DALE RESOURCES, LLC
TX0074347-000	Rodriguez, Ignacio	James, William Addition	Block B	Lot 2	D207207079	31-May-07	DALE PROPERTY SERVICES, LLC
TX0104414-000	Rubio, Silviano M & Maria D	James, William Addition	Block B	Lot 3	D207455097	14-Dec-07	DALE PROPERTY SERVICES, LLC
TX0130000-000	Wally Davis Homes, Inc	James, William Addition	Block B	Lot 4	D208285910	22-Jul-08	DALE PROPERTY SERVICES, LLC
TX2203082-000	Hale, James G	James, William Addition	Block B	Lot 5	D206311709	30-Aug-06	DALE RESOURCES, LLC
TX2203204-000	Thompson, Jerry Sanders	James, William Addition	Block B	Lot 6A	D206268278	9-Aug-06	DALE RESOURCES, LLC
TX0125192-000	Vega, Julio C Etux Maria	James, William Addition	Block B	Lot 8	D208214103	21-May-08	DALE PROPERTY SERVICES, LLC
TX0091358-000	Zamora, Lydia Irma f/k/a Lydia I Cardoza	James, William Addition	Block B	Lot 9	D207353493	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX2208396-000	Jimenez, Armando Etux Lucy Martinez	James, William Addition	Block B	Lots 6B & 7C	D206252204	27-Jul-06	DALE RESOURCES, LLC
TX0105015-000	Warner, James	James, William Addition	Block C	Lot 3	D207455246	13-Dec-07	DALE PROPERTY SERVICES, LLC
TX0116837-000	Alexander, Edward D M	James, William Addition	Block D	Lot 4	D208141585	1-Apr-08	DALE PROPERTY SERVICES, LLC
TX0053235-000	Williamson, Joyce A	James, William Addition	Block D	Lots 5 & 6	D206385175	16-Nov-06	DALE RESOURCES, LLC
TX2200662-000	Croxdale, Jack R	James, William Addition	Block D	Lots 7 & 8	D206343207	26-Sep-06	DALE RESOURCES, LLC
N/A	Preciado, Guadalupe	James, William Addition	Block D	Lot 9	D208064850	29-Nov-07	PALOMA BARNETT, LLC
TX0104576-000	Dolman, Billy George	James, William Addition	Block D	Lot 10	D208003372	21-Dec-07	DALE PROPERTY SERVICES, LLC
TX2201447-000	York, Leroy	James, William Addition	Block D	Lots 11 & 12	D206206855	19-May-06	DALE RESOURCES, LLC
TX0092204-000	Mandujano, Lorenzo Etux Rosa	James, William Addition	Block H	W1/2 of Lot 12	D207303619	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0062483-000	Hamilton, Robert D Etux Tawana	James, William Addition	Block J E1/2	Lot	D207073530	3-Feb-07	DALE PROPERTY SERVICES, LLC
TX0058456-000	Porras, Odon Etux Mariecela	James, William Addition	Block J W1/2	Lot	D207048265	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0112386-000	Hatzes, Jimmy a/k/a Dimitri Hatzes	James, William Addition	Block K	Lots 1 Thru 3	D208087905	19-Feb-08	DALE PROPERTY SERVICES, LLC
TX0086162-000	Monjaraz, Rene Etux Lydia Soto	James, William Addition	Block K	Lots 2A & 3A	D207305548	14-Aug-07	DALE PROPERTY SERVICES, LLC
TX0051621-000	Mediola, Jose G & Maria DeJesus Allard	James, William Addition	Block K	Lot 3C	D207004211	8-Dec-06	DALE RESOURCES, LLC
TX2201656-000	Gilliland, Michael Joe	James, William Addition	Block K	Lot 4	D206343058	26-Oct-06	DALE RESOURCES, LLC
TX2208419-000	Robertson-Campbell Co	Mann, William Survey	Block	A 996 Tr 5	D206169410	8-May-06	DALE RESOURCES, LLC
N/A	Romero, Ramon Jr	Mann, William Survey	Block	A 996 Tr 6A2	D207011672	21-Jul-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Manning, L V Subdivision	Block	Lots 3 Thru 6	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Manning, L V Subdivision	Block	Lot 9	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX0113414-000	Galvan, Jaime Javier Etux Sandra Etal	Morrells Subdivision	Block	Lot 2 of Lot 1 of Essex	D208099904	3-Jan-08	DALE PROPERTY SERVICES, LLC
TX2201318-000	Molina, Jose & Lorenza Ayala	Morrells Subdivision	Block	Lot 3	D206343047	13-Oct-06	DALE RESOURCES, LLC
TX2205389-000	Serrano, Maria Esther	Morrells Subdivision	Block	Lot 4	D206319405	9-Sep-06	DALE RESOURCES, LLC
TX2208407-000	Perfect Performance Products	Newell's Industrial Addition	Block 1R	Lot B	D206169418	25-Apr-06	DALE RESOURCES, LLC
N/A	Peden, Bradley F Etux Cathy	Newell's Industrial Addition	Block 5	Lot 1A	D206139675	20-Apr-06	DALE RESOURCES, LLC
TX2200672-000	Hoang, Dai & Thuy Nguyen	Newell's Industrial Addition	Block 5	Lot 1B	D206134508	6-Apr-06	DALE RESOURCES, LLC
TX2207894-000	Robinson, Barney J	Shotts, Subdivision	Block	Lot 5	D206346638	5-Apr-06	DALE RESOURCES, LLC

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CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0100598-000	Romero, Maria & Juan	Vanriper, John Survey	Block	A 1590 Tr 22	D207416322	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0088176-000	Weathered, Beverly Etvir Jerry	Vanriper, John Survey	Block	A 1590 Tr 26	D207326509	20-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087944-000	Hernandez, Jesus Etux Elva	Vanriper, John Survey	Block	A 1590 Tr 26A	D207323329	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX2207486-000	York, Leroy J	Vanriper, John Survey	Block	A 1590 Tr 27	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0088156-000	Escobedo, Erlinda	Vanriper, John Survey	Block	A 1590 Tr 27B	D207326505	27-Aug-07	DALE PROPERTY SERVICES, LLC
TX2207486-000	York, Leroy	Vanriper, John Survey	Block	A 1590 Tr 27D	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0087944-000	Hernandez, Jesus Etux Elva L	Vanriper, John Survey	Block	A 1590 Tr 27E	D207323329	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0101203-000	Hernandez, Jesus Etux Elva L	Vanriper, John Survey	Block	A 1590 Tr 27E	D207423830	30-Oct-07	DALE PROPERTY SERVICES, LLC
TX0111099-000	Romero, Maria Etvir Manuel	Vanriper, John Survey	Block	A 1590 Tr 28	D208073813	9-Feb-08	DALE PROPERTY SERVICES, LLC
TX0088175-000	Aguilar, Juan	Vanriper, John Survey	Block	A 1590 Tr 30A	D207326508	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0109381-000	Mian, Nighat T	Vanriper, John Survey	Block	A 1590 Tr 32	D208055002	1-Feb-08	DALE PROPERTY SERVICES, LLC
TX2208473-000	White, Charles Etux Amy R	Vanriper, John Survey	Block	A 1590 Tr 38A	D206182534	16-May-06	DALE RESOURCES, LLC
TX0065242-000	Rodriguez, Enrique Etux Cecilia	Vickery Heights Addition	Block	Lots 1, 2 & N5' of Lot 3	D207099757	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX2203193-000	Roberson, Janet	Vickery Heights Addition	Block	Lot 4	D206300397	30-Aug-06	DALE RESOURCES, LLC
TX2205213-000	Olmos, Fransico Etux Maria	Vickery Heights Addition	Block	Lot 41	D206319383	12-Sep-06	DALE RESOURCES, LLC
TX0058428-000	Perez, Sergio Etux Cynthia	Vickery Heights Addition	Block	Lots 12 & 13	D207048261	26-Jan-07	DALE PROPERTY SERVICES, LLC
TX0051896-000	Ruiz, Micaela Delarosa & Dulce Maria Ruiz	Vickery Heights Addition	Block	Lots 14 & 15	D206401592	31-Oct-06	DALE RESOURCES, LLC
TX0059679-000	Searcy, Marianne	Vickery Heights Addition	Block	Lots 16 & 17	D207055260	22-Jan-07	DALE PROPERTY SERVICES, LLC
TX0114588-000	Sandoval, Rebeca	Vickery Heights Addition	Block	Lots 20 Thru 22	D208115533	25-Mar-08	DALE PROPERTY SERVICES, LLC
TX2207486-000	York, Leroy	Vickery Heights Addition	Block	Lots 23 & 24	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0056388-000	Gonzales, Maria Luz Leon	Vickery Heights Addition	Block	Lots 25 & 26	D207030645	20-Dec-06	DALE RESOURCES, LLC
TX2201890-000	Ramirez, Teadulo & Juanita Garay	Vickery Heights Addition	Block	Lots 29 & 30	D206340994	29-Sep-06	DALE RESOURCES, LLC
TX0062912-000	Ortiz, Sergio	Vickery Heights Addition	Block	Lots 33 & 34	D207079744	13-Feb-07	DALE PROPERTY SERVICES, LLC
TX0074632-000	Guerra, Guillermo Etux Carmen	Vickery Heights Addition	Block	Lots 35 & 36	D207204248	29-May-07	DALE PROPERTY SERVICES, LLC
TX0070402-000	Gomez, Juanita	Vickery Heights Addition	Block	Lots 39 & 40	D207150013	15-Mar-07	DALE PROPERTY SERVICES, LLC
TX0062415-000	Richards, Elnoria	Vickery Heights Addition	Block	Lots 43 & 44	D207073533	31-Jan-07	DALE RESOURCES, LLC
TX0091658-000	Rincon-Alvarez, Luis I Etux Patricia Herrera-Campos	Vickery Heights Addition	Block	Lots 45 & 46	D207355290	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0058749-000	Angel, Francisco R Etux Elisa	Vickery Heights Addition	Block	Lots 5 & 6	D207043560	22-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058770-000	Nerio, Roberto Etux Bertha	Vickery Heights Addition	Block	Lots 7 & 8	D207043562	16-Jan-07	DALE RESOURCES, LLC
TX0059694-000	Reyes, Elizabeth N	Vickery Heights Addition	Block	Lots 9 Thru 11	D207055149	31-Dec-06	DALE RESOURCES, LLC
TX2207894-000	Robinson, Barney J	Webb Addition	Block	Lots 1 Thru 7	D206346638	5-Apr-06	DALE RESOURCES, LLC
TX0111199-000	United Land Holdings Ltd	Webb Addition (Ft Worth)	Block 2	Lots 8 & 9	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX2205481-000	Smith, Tracey N.	Vickery Heights Addition		parts of Lots 65 thru 78	D206311717	31-Aug-06	DALE RESOURCES, LLC
TX2202571-000	Escutia, Ygnacio etux Tereza	Essex Place Addition		Lots 21 & 22	D206342763	12-Oct-06	DALE RESOURCES, LLC
TX2202232-000	Serrano, Jorge L. etux Maria	Essex Place Addition		Lot 42 & S. 45' of the N. 90' of Lot 2	D206319443	5-Sep-06	DALE RESOURCES, LLC
TX2202232-000	Serrano, Jorge L. etux Maria	King & Hendricks Addition	Blk 27	Lots 7, 8 & N. part of Lots 9 & 10	D206319443	5-Sep-06	DALE RESOURCES, LLC
TX2201923-000	Serrano, Ricardo etux Rocio	Essex Place Addition		S. 11.5' of Lot 5, & N. 38.5' of Lot 1	D206300417	1-Sep-06	DALE RESOURCES, LLC
TX2201337-000	Lopez, Juan Molinero etux Natividad Ayala	Essex Place Addition		Lots 6 & 23	D206343045	13-Oct-06	DALE RESOURCES, LLC
TX2200799-000	Adams, Edna Jean Thomason	Essex Place Addition		N. 1' of Lot 8 & S. 49' of Lot 9	D206343049	2-Oct-06	DALE RESOURCES, LLC
TX0116626-000	Romero, Martin etux Myrna	Greve Addition		S. 50' of Lot 1, save & except the E. 16'	D208141682	20-Mar-08	DALE PROPERTY SERVICES, LLC
TX0092622-000	Ali, Mohammed Sohrab etux Diane L.	J. Van Riper Survey		A-1590	D207359797	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0092614-000	Ayala, Maria	Essex Place Addition		S. 49' of Lot 8	D207359796	7-Sep-07	DALE PROPERTY SERVICES, LLC
TX0074093-000	Helms, Danny L.	Essex Place Addition		N. 45' of Lot 2	D207179186	15-May-07	DALE PROPERTY SERVICES, LLC
TX0073902-000	Garay, Santos etux Nelly	Essex Place Addition		Lot 41	D207198750	31-May-07	DALE PROPERTY SERVICES, LLC
TX0071740-000	Sprawls, Leonard Ledbetter	Essex Place Addition		portion of Lots 3 & 4	D207169995	30-Apr-07	DALE PROPERTY SERVICES, LLC
TX0065252-000	Macias, Fransisco etux Fracisca	Essex Place Addition		Lot 25	D207099767	27-Feb-07	DALE PROPERTY SERVICES, LLC

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Chesapeake Operating, Inc.

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated September 10, 2008
Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0065249-000	Andino, Modesta	Essex Place Addition		Lot 38	D207099764	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062903-000	Torres, Jose Guadalupe etux Teresa Chavez	Essex Place Addition		Lot 40	D207079747	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0059099-000	Tanner, Bertha Odell	Essex Place Addition		Lot 7	D207043569	24-Jan-07	DALE RESOURCES, LLC
TX0058781-000	Brauer, Kent Alan	Essex Place Addition		Lot 39	D207043563	30-Dec-06	DALE RESOURCES, LLC
TX0055978-000	Henderson, Lena	Essex Place Addition		N. 38.5' of Lot 5	D207018478	27-Dec-06	DALE RESOURCES, LLC
TX0051622-000	Mendiola, Jose G. etux Veronica Castro	Essex Place Addition		Lot 24	D207004210	8-Dec-06	DALE RESOURCES, LLC
TX2202574-000	York, Joyce Ann	Essex Place Addition		Portion of Lots 2 and 3	D206341019	3-Oct-06	DALE RESOURCES, LLC

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Electronically Recorded
Official Public Records

Tarrant County Texas
12/10/2009 1:58 PM
D209322280

PGS 18 $84.00

SECOND AMENDED
DECLARATION OF POOLED UNIT
BARNEY ROBINSON UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS §
§ L0510644 KNOW ALL PERSONS BY THESE PRESENTS:
COUNTIES OF TARRANT §

This Second Amended Declaration of Pooled Unit – Barney Robinson Unit is executed to be effective as of October 23, 2009, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

WHEREAS, the purpose and intent of this Second Amended Declaration of Pooled Unit – Barney Robinson Unit is to (a) modify and amend the interest pooled within the Barney Robinson Unit boundary dimensions by replacing the Exhibit "A" attached to the First Amended Declaration of Pooled Unit - Barney Robinson Unit (which has an effective date of August 10, 2008 which was filed in the Official Public Records of Tarrant County, Texas as document number D209103867) with Exhibit "A" attached hereto, and (b) replace the Unit Area description attached to such Declaration with the attached Exhibit "B."

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **206.46 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Second Amended Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Unit Name. The pooled unit created hereby shall be known as the "**Barney Robinson Unit**."

4. Additional Interest; Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.

5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Second Amended Declaration of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the pooled unit described herein, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the respective owner of such full or undivided interests.

6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in Tarrant County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written consent of all the undersigned parties hereto. This Second Amended Declaration of Pooled Unit – Barney Robinson Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

Except as amended hereby, said First Amended Declaration of Pooled Unit – Barney Robinson Unit (which has an effective date of August 10, 2008, and which was filed in the Official Public Records of Tarrant County, Texas, document number D209103867), and Declaration of Pooled Unit – Barney Robinson Unit (which has an effective date of August 10, 2008, and which was filed in the Official Public Records of Tarrant County, Texas, document number D208333826) remain in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

Chesapeake Exploration, L.L.C.
An Oklahoma Limited Liability Company

By:_____
Henry J. Hood, Sr. Vice President, Land & Legal & General Counsel

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 22 day of October, 2009 by Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration L.L.C., on behalf of said limited liability company.

_____
Notary Public

My Commission Expires: 9/22/12
My Commission Number: 06009295

ELIZABETH MCCONNELL NOTARY # 06009295 EXP. 09/22/12 PUBLIC STATE OF OKLAHOMA

Glencrest Resources, LLC

By:_____
Scott Baxter, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2009, by Scott Baxter, as Manager of Glencrest Resources, LLC on behalf of said limited liability corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in Tarrant County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written consent of all the undersigned parties hereto. This Second Amended Declaration of Pooled Unit – Barney Robinson Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

Except as amended hereby, said First Amended Declaration of Pooled Unit – Barney Robinson Unit (which has an effective date of August 10, 2008, and which was filed in the Official Public Records of Tarrant County, Texas, document number D209103867), and Declaration of Pooled Unit – Barney Robinson Unit (which has an effective date of August 10, 2008, and which was filed in the Official Public Records of Tarrant County, Texas, document number D208333826) remain in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

Chesapeake Exploration, L.L.C.
An Oklahoma Limited Liability Company

By:_____
Henry J. Hood, Sr. Vice President, Land & Legal & General Counsel

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this ____ day of _____, 2009 by Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration L.L.C., on behalf of said limited liability company.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Glencrest Resources, LLC

By:_____
Scott Baxter, Manager

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ NY §
§
COUNTY OF Manhattan §

This instrument was acknowledged before me on this 22 day of October, 2009, by Scott Baxter, as Manager of Glencrest Resources, LLC on behalf of said limited liability corporation.

Stephanie Litfin 10/22/09
Notary Public

My Commission Expires:_____
My Commission Number:_____

STEPHANIE LITFIN
Notary Public, State of New York
No. 01LI6197182
Qualified in New York County
Commission Expires Nov. 24, 2012

Greyledge, LLC

By:_____
William D. Forster, President

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by William D. Forster, as President of Greyledge, L.L.C. on behalf of said limited liability corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Parallel Petroleum Corporation

By:_____
Eric Bayley, P.E. Vice President-Corporate Engineer

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by Eric Bayley, P.E. Vice President-Corporate Engineer of Parallel Petroleum Corporation on behalf of said corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

WES-TEX Drilling Co., L.P.
By: WES-TEX Holdings, LLC, General Partner

By:_____
David Morris, Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TAYLOR §

This instrument was acknowledged before me on the 2nd day of November, 2009 by David Morris, Executive Vice President of WES-TEX Holdings, LLC, General Partner for WES-TEX Drilling Company, L.P. on behalf of said limited partnership.

Patricia Robbins
Notary Public

My Commission Expires: 06-17-2012
My Commission Number: 00447493-7

PATRICIA ROBBINS
Notary Public State of Texas
My Commission Expires
06-17-2012

Abraham Oil & Gas, Ltd.

By:_____
William E. Abraham
Vice President of Abraham G.P., Inc.

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by William E. Abraham V.P. of Abraham G.P., Inc. a General Partner of Abraham Oil and Gas, Ltd.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

CERES Resource Partners, L.P.
By: Smith Allen Oil & Gas, Inc. General Partner

By:_____
Casey McManemin, Vice-President

ACKNOWLEDGMENT

STATE OF TEXAS _____ §
§
COUNTY OF DALLAS _____ §

This instrument was acknowledged before me on the 4th day of November, 2009 by William C. McManemin of Smith Allen Oil & Gas, Inc. on behalf of CERES Resources Partners, L.P.

MARSHA A. JACKSON
My Commission Expires
March 04, 2011

Marsha A. Jackson
Notary Public

My Commission Expires:_____
My Commission Number:_____

GO Oil Corporation

By:_____
G.M. Poynor, President

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by G.M. Poynor, as President of GO Oil Corporation on behalf of said corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Abraham Oil & Gas, Ltd.

By: William E Abraham
William E. Abraham
Vice President of Abraham G.P., Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Hemphill §

This instrument was acknowledged before me on the 6th day of November, 2009 by William E. Abraham V.P. of Abraham G.P., Inc. a General Partner of Abraham Oil and Gas, Ltd.

PEGGY JOHNSON
NOTARY PUBLIC,
STATE OF TEXAS
My Commission Expires 07-03-2013

Peggy Johnson
Notary Public

My Commission Expires: _____
My Commission Number: _____

CERES Resource Partners, L.P.
By: Smith Allen Oil & Gas, Inc. General Partner

By: _____
Casey McManemin, Vice-President

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by William C. McManemin of Smith Allen Oil & Gas, Inc. on behalf of CERES Resources Partners, L.P.

_____
Notary Public

My Commission Expires: _____
My Commission Number: _____

GO Oil Corporation

By: _____
G.M. Poynor, President

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by G.M. Poynor, as President of GO Oil Corporation on behalf of said corporation.

_____
Notary Public

My Commission Expires: _____
My Commission Number: _____

Abraham Oil & Gas, Ltd.

By:_____
William E. Abraham
Vice President of Abraham G.P., Inc.

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by William E. Abraham V.P. of Abraham G.P., Inc. a General Partner of Abraham Oil and Gas, Ltd.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

CERES Resource Partners, L.P.
By: Smith Allen Oil & Gas, Inc. General Partner

By:_____
Casey McManemin, Vice-President

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by William C. McManemin of Smith Allen Oil & Gas, Inc. on behalf of CERES Resources Partners, L.P.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

GO Oil Corporation

By:_____
G.M. Poynor, President

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 13th day of Nov., 2009 by G.M. Poynor, as President of GO Oil Corporation on behalf of said corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

TIFFANY MIKEL
Notary Public
STATE OF TEXAS
My Comm. Exp. Apr. 27, 2013

Greyledge, LLC

By:_____
William D. Forster, President

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by William D. Forster, as President of Greyledge, L.L.C. on behalf of said limited liability corporation.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Parallel Petroleum Corporation

By:_____
Eric Bayley, P.E. Vice President-Corporate Engineer

OK to execute

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 3rd day of November, 2009 by Eric Bayley, P.E. Vice President-Corporate Engineer of Parallel Petroleum Corporation on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS
JUANITA PEREZ
My Commission Expires
February 26, 2012

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

WES-TEX Drilling Co., L.P.

By:_____
David Morris, Executive Vice President

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by David Morris, Executive Vice President of Wes-Tex Drilling Co., L.P. on behalf of said limited partnership.

_____
Notary Public

My Commission Expires:_____
My Commission Number:_____

Exhibit "A"

Attached to and made a part of that Second Amended Declaration of Pooled Unit for the Barney Robinson Unit. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX2206489-000	Union Pacific Railroad	Mann, William Survey	Block	Lot	D206311773	21-Aug-06	DALE RESOURCES, LLC
TX0124853-000	Romero, Ramon Etux Maria	Anderson Sub Of Van Riper Addn	Block	Lot 5	D208212694	21-May-08	DALE PROPERTY SERVICES, LLC
TX0098869-000	Romero, Juan & Maria De Jesus	Anderson Sub Of Van Riper Addn	Block	Lot 6	D207409200	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0070451-000	Benson, Johnnie M	Beach Industrial District	Block 1	Lot 1	D207150028	27-Mar-07	DALE PROPERTY SERVICES, LLC
TX2208415-000	Alan E Rich, as Trustee of the Alan e Rich Heritage Trust	Beach Industrial District	Block 1	Lot 1A	D206118319	30-Mar-06	DALE RESOURCES, LLC
TX2202806-000	Smith, Christopher Etux Marie-Jose	Beach Industrial District	Block 1	Lot 3	D206261349	19-Jul-06	DALE RESOURCES, LLC
TX2208419-000	Robertson-Campbell Co	Berwyn Addition	Block	Lot 22	D206169410	8-May-06	DALE RESOURCES, LLC
TX0107014-000	City Vending Co Inc	Boaz & Dillow Addition	Block 1	Lots 1 Thru 3	D208028231	14-Sep-06	DALE RESOURCES, LLC
TX0103289-000	Villarreal, Maria Norma a/k/a Maria Norma Ruiz	Boaz & Dillow Addition	Block 2	Lots 1 & W40' of Lot 2	D207449836	27-Nov-07	DALE PROPERTY SERVICES, LLC
TX0089169-000	Ruiz, Gustavo	Boaz & Dillow Addition	Block 2	Lots 2B & 3	D207337103	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0114143-000	Alvarado, Alfredo	Boaz & Dillow Addition	Block 2	Lots 2B & 3	D208112340	26-Mar-08	DALE PROPERTY SERVICES, LLC
TX0125194-000	Mount Moriah Baptist Church	Boaz & Dillow Addition	Block 2	Lots 4 Thru 9	D208214104	2-Jun-08	DALE PROPERTY SERVICES, LLC
TX0102167-000	Alonso, Efrain Etux Maria	Boaz & Dillow Addition	Block 2	Lot 10	D207441258	14-Nov-07	DALE PROPERTY SERVICES, LLC
TX0096710-000	Sanchez, David Etux Lourdes	Boaz & Dillow Addition	Block 2	Lot 11	D207384638	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0087206-000	Barboza, Flor	Boaz & Dillow Addition	Block 2	Lot 12	D207322687	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087205-000	Garcia, Miguel Angel Etux Rosa Maria Barboza	Boaz & Dillow Addition	Block 2	Lots 13 & 14	D207322688	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0102511-000	Romero, Jose Etux Martha	Boaz & Dillow Addition	Block 3	Lots 1 & W15' of Lot 2	D207441151	28-Nov-07	DALE PROPERTY SERVICES, LLC
TX0087217-000	Gaudin, Juan Francis Etux Oralia Borjon	Boaz & Dillow Addition	Block 3	E35' of Lots 2 & 3	D207322681	28-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087207-000	Calton, Pearlie M	Boaz & Dillow Addition	Block 3	Lots 4 & W1/2 of Lot 5	D207322686	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0125674-000	Valdez, Natalio Etux Evangelina Rosales	Boaz & Dillow Addition	Block 3	Lot 6	D208228652	5-Jun-08	DALE PROPERTY SERVICES, LLC
TX0090820-000	Croft Management Inc	Boaz & Dillow Addition	Block 3	Lots 7 Thru 10 & E1/2 of Lot 6	D207409185	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0087230-000	Borjon, Humberto	Boaz & Dillow Addition	Block 3	Lot 11	D207322679	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0101159-000	Rodriguez, Manuel	Boaz & Dillow Addition	Block 3	Lot 13	D207433816	2-Nov-07	DALE PROPERTY SERVICES, LLC
N/A	Roberts, Eric J	Boaz & Dillow Addition	Block 3	Lot 14	D208063708	17-Dec-07	PALOMA BARNETT, LLC
N/A	Nerio, Victor Etux Conrada	Boaz & Dillow Addition	Block 3	Lot 15	D208114175	24-Nov-07	PALOMA BARNETT, LLC
TX0086261-000	Zaragoza, Gilberto V Etux Andrea H	Boaz & Dillow Addition	Block 3	Lot 16	D207307177	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0119532-000	Perez, Sebastian Etux Arcelia Tolentino	Boaz & Dillow Addition	Block 3	Lot 17	D208179979	10-May-08	DALE PROPERTY SERVICES, LLC
TX0119531-000	Perez, Sebastian Etux Arcelia Tolentino	Boaz & Dillow Addition	Block 3	Lot 18	D208179978	10-May-08	DALE PROPERTY SERVICES, LLC
TX0089175-000	Roberts, Juanita U	Boaz & Dillow Addition	Block 3	Lots 19 Thru 21	D207337104	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0098732-000	Saueda, Juan Jr. Etux Elizabeth	Boaz & Dillow Addition	Block 6	Lots 1 & W1/2 of Lot 2	D207409185	16-Oct-07	DALE PROPERTY SERVICES, LLC
TX0100598-000	Romero, Juan Etux Maria	Boaz & Dillow Addition	Block 5	Lot 6	D207416322	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0100600-000	Romero, Juan Etux Maria	Boaz & Dillow Addition	Block 6	Lot 7	D207416325	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0105372-000	Rodriguez, Alcides Etux Olga	Boaz & Dillow Addition	Block 6	Lot 8	D208011410	20-Dec-07	DALE PROPERTY SERVICES, LLC
TX0087741-000	Hernandez, Justo Cayetano Etux Mayra H	Boaz & Dillow Addition	Block 6	Lot 9	D207326507	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0104577-000	Nix, Jessie M	Boaz & Dillow Addition	Block 6	Lot 14	D208003373	18-Dec-07	DALE PROPERTY SERVICES, LLC
TX0106891-000	Thonesavanh, Thongsy	Boaz & Dillow Addition	Block 6	Lot 15	D208019933	28-Nov-07	DALE PROPERTY SERVICES, LLC
TX0086263-000	Souvannasane, Khamphou	Boaz & Dillow Addition	Block 6	Lot 16	D207307176	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0119533-000	Johnson, Robert	Boaz & Dillow Addition	Block 6	Lots 17 & 18	D208179980	9-May-08	DALE PROPERTY SERVICES, LLC
TX0124964-000	Ramero, Raymond Etux Maria Refugio	Boaz & Dillow Addition	Block 6	Lots 19 & E35' of Lot 20	D208212692	21-May-08	DALE PROPERTY SERVICES, LLC
TX0124851-000	Ramero, Raymond Etux Maria Refugio	Boaz & Dillow Addition	Block 6	W15' of Lot 20 & E35' of Lot 21	D208212692	21-May-08	DALE PROPERTY SERVICES, LLC
TX0124226-000	Romero, Ramon Jr. Etux Veronica	Boaz & Dillow Addition	Block 6	Lots 22 7 W15' of Lot 21	D208211880	21-May-08	DALE PROPERTY SERVICES, LLC
TX0087232-000	Stark, Bobby Gene	Boaz & Dillow Addition	Block 7	Lot 5	D207322678	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0112466-000	Souvannasane, Khamphene Joy	Boaz & Dillow Addition	Block 7	Lots 7 & E4' of Lot 8	D208090958	7-Mar-08	DALE PROPERTY SERVICES, LLC
TX0087211-000	Borjon, Luis Etux Rosa	Boaz & Dillow Addition	Block 7	Lot 8	D207322684	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0112509-000	Souvannasane, Khamphou	Boaz & Dillow Addition	Block 7	Lot 9	D208090961	7-Mar-08	DALE PROPERTY SERVICES, LLC

SP

Exhibit "A"

Attached to and made a part of that Second Amended Declaration of Pooled Unit for the Barney Robinson Unit. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0117339-000	Duran, Salvador Munoz Etux Esperanza	Boaz & Dillow Addition	Block 7	Lot 10	D208150349	21-Apr-08	DALE PROPERTY SERVICES, LLC
N/A	Williams, Lawrance	Boaz & Dillow Addition	Block 7	N70' of Lot 10	D208065989	17-Jan-08	PALOMA BARNETT, LLC
TX0114388-000	Stegger, Eddie Etux Bessie	Boaz & Dillow Addition	Block 7	N70' of Lot 11	D207109990	26-Mar-08	DALE PROPERTY SERVICES, LLC
TX0119142-000	Reyes, Juan Etux Martha	Boaz & Dillow Addition	Block 7	Lot 12	D208175678	3-May-08	DALE PROPERTY SERVICES, LLC
N/A	Favela, Jaime & Ma De Jesus	Boaz & Dillow Addition	Block 7	Lot 14	D208028177	29-Oct-07	PALOMA BARNETT, LLC
N/A	Romero, Evangelina S	Boaz & Dillow Addition	Block 7	Lot 15	D208112465	7-Dec-07	PALOMA BARNETT, LLC
TX0098137-000	Ma, Eliza Yuk-Kuen & Leona King Yan Chean	Boaz & Dillow Addition	Block 7	Lot 16	D207399717	30-Oct-07	DALE PROPERTY SERVICES, LLC
TX0067871-000	Cushman, James	Boaz & Dillow Addition	Block 7	W45' of Lot 17	D207125959	16-Mar-07	DALE PROPERTY SERVICES, LLC
TX0067870-000	Cushman, James	Boaz & Dillow Addition	Block 7	W18' of Lot 18	D207125958	16-Mar-07	DALE PROPERTY SERVICES, LLC
TX0092971-000	Soto, Cenonita Sema Etvir Miguel	Boaz & Dillow Addition	Block 7	Lot 19	D207353496	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0093078-000	Gaddy, Betty a/k/a Betty Collins	Boaz & Dillow Addition	Block 7	Lots 21 & 22	D207364787	25-Sep-07	DALE PROPERTY SERVICES, LLC
TX0105419-000	Wendler, David Hugh Etux Amy	Boaz & Dillow Addition	Block 8	Lots 1 & 2	D208011405	7-Dec-07	DALE PROPERTY SERVICES, LLC
TX0092857-000	Velazquez, Jose A Etux Antonia	Boaz & Dillow Addition	Block 8	Lots 5 & E1/2 of Lot 4	D207359793	18-Sep-07	DALE PROPERTY SERVICES, LLC
TX0107239-000	Montelongo, Jose Noe Etux Norma Mayela	Boaz & Dillow Addition	Block 8	Lot 6 & W6' of Lot 7	D208026360	21-Jan-08	DALE PROPERTY SERVICES, LLC
TX0125663-000	The Ramon Romero Corporation, inc	Boaz & Dillow Addition	Block 8	Lot 8 & E44' of Lot 7	D208211882	21-May-08	DALE PROPERTY SERVICES, LLC
N/A	Swinford, Michael Etux Sheila	Boaz & Dillow Addition	Block 8	W1/2 of Lot 15 & 16	D208030443	23-Nov-07	PALOMA BARNETT, LLC
N/A	Nix, Jessie & George Miramonte	Boaz & Dillow Addition	Block 8	Lot 17	D208235323	21-May-08	DALE PROPERTY SERVICES, LLC
TX0107152-000	Plasencia, Joel J	Boaz & Dillow Addition	Block 8	Lot 18	D208021538	14-Jan-08	DALE PROPERTY SERVICES, LLC
TX0092921-000	Sanchez, Francisco Etux Rachel	Boaz & Dillow Addition	Block 9	Lot 1	D207364992	26-Sep-07	DALE PROPERTY SERVICES, LLC
TX0124279-000	Garza, Enrique L & Erlinda	Boaz & Dillow Addition	Block 9	Lot 3	D208212862	22-May-08	DALE PROPERTY SERVICES, LLC
TX0083081-000	S R Davidson Family Lp	Boaz & Dillow Addition	Block 9	W37.5' of Lot 3	D207291698	17-Jul-07	DALE PROPERTY SERVICES, LLC
TX0124262-000	Garza, Enrique Etux Erlinda	Boaz & Dillow Addition	Block 9	Lot 5	D208212861	22-May-08	DALE PROPERTY SERVICES, LLC
N/A	Lopez, Maria Pilar	Boaz & Dillow Addition	Block 9	Lot 6	D208030439	27-Nov-07	PALOMA BARNETT, LLC
TX0074953-000	Austin, James N Jr	Boaz & Dillow Addition	Block 9	Lot 7	D207216893	5-Jun-07	DALE PROPERTY SERVICES, LLC
TX0108295-000	Munoz, Donna Hoyle	Boaz & Dillow Addition	Block 9	Lot 8	D208040826	28-Jan-08	DALE PROPERTY SERVICES, LLC
TX0087209-000	Munoz, Candelario D Etux Donna H	Boaz & Dillow Addition	Block 9	Lot 9	D207322685	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0113372-000	Jones, Rayble E Jr	Boaz & Dillow Addition	Block 9	N65' of Lots 10 & 11	D208099005	14-Mar-08	DALE PROPERTY SERVICES, LLC
TX0105001-000	Butler, James	Boaz & Dillow Addition	Block 9	Lots 14 & 15	D207456810	12-Dec-07	DALE PROPERTY SERVICES, LLC
TX0105001-000	Butler, James	Boaz & Dillow Addition	Block 9	N115' of Lots 16 Thru 19	D207216893	5-Jun-07	DALE PROPERTY SERVICES, LLC
TX0106919-000	Steptoe, Marion H Etvir Johnny M	Boaz & Dillow Addition	Block 9	N115' of Lot 20	D208019755	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX0106921-000	Steptoe, Marion H Etvir Johnny M	Boaz & Dillow Addition	Block 9	Lot 21	D208019750	19-Dec-07	DALE PROPERTY SERVICES, LLC
N/A	Resendiz, Jose Etux Maria	Boaz & Dillow Addition	Block 10	Lots 1 & 2	D208096429	21-Feb-08	PALOMA BARNETT, LLC
TX0079776-000	Palomares, Juan Etux Rita M	Boaz & Dillow Addition	Block 10	Lot 4	D207263373	18-Jul-07	DALE PROPERTY SERVICES, LLC
TX0112526-000	Hernandez, Agustin	Boaz & Dillow Addition	Block 10	Lot 5	D208090977	11-Mar-08	DALE PROPERTY SERVICES, LLC
TX0127487-000	Avelar, Juan Carlos & David Avelar	Boaz & Dillow Addition	Block 10	Lot 7	D208261631	17-Jun-08	DALE PROPERTY SERVICES, LLC
TX0116825-000	Eliza Investments, LP	Boaz & Dillow Addition	Block 10	Lots 8 & 9	D208141665	9-Apr-08	DALE PROPERTY SERVICES, LLC
TX0093105-000	Soto, Cenonita Sema Etvir Miguel	Boaz & Dillow Addition	Block 10	Lot	D207353497	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0128311-000	Thomas, Charles Jr	Boaz & Dillow Addition	Block 10	Lot 12	D208261935	25-Jun-08	DALE PROPERTY SERVICES, LLC
N/A	Caruthers, Claudia	Boaz & Dillow Addition	Block 10	Lot 19R	D208032702	24-Nov-07	PALOMA BARNETT, LLC
N/A	Chowdhury, Shahnaz Begum	Boaz & Dillow Addition	Block 10	Lot 20R	D208080066	26-Nov-07	PALOMA BARNETT, LLC
TX2207895-000	Elser, Douglas R	Bucy, A M Subdivision	Block	Lot 1	D206281884	26-Jun-06	DALE RESOURCES, LLC
TX0086468-000	Elser, Douglas R				D207318521	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0104852-000	Leija, Edward	Bucy, A M Subdivision	Block	Lot 2	D208004988	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX0086651-000	Hoskins, Linda Jean	Bucy, A M Subdivision	Block	Lot 3	D207322695	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0098171-000	Cap H Investments Llc	Bucy, A M Subdivision	Block	Lot 4	D207380959	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0068171-000	Cap H Investments Llc	Bucy, A M Subdivision	Block	Lot 5	D207403914	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0076379-000	Bran-Dan Partnership Llc	Colonial Manor Addition	Block 1	Lot 1R	D206406390	7-Dec-06	DALE RESOURCES, LLC
TX2206419-000	Robertson-Campbell Co	Conner Ave Industrial Addition	Block 1	Lots 1 Thru 15	D206166410	8-May-06	DALE RESOURCES, LLC

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Exhibit "A"

Attached to and made a part of that Second Amended Declaration of Pooled Unit for the Barney Robinson Unit. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX2202416-000	Velazquez, Everardo Etux Emilia	Conner, S A Addition	Block	Lot 3	D206343288	18-Sep-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Conner, S A Addition	Block	Lot 4	D206398488	14-Sep-06	DALE RESOURCES, LLC
TX0107014-000	City Vending Co Inc f/k/a Ft Worth Vending Co	Conner, S A Addition	Block	Lot 5	D206028231	14-Sep-06	DALE RESOURCES, LLC
TX2200597-000	Beavers, Charles Timothy	Conner, S A Addition	Block	Lots 1 & 2	D206300394	30-Aug-06	DALE RESOURCES, LLC
TX0072214-000	Ortiz, Joel A Etux Celia	Conner, S A Addition	Block	Lots 6 Thru 8	D207177459	14-May-07	DALE PROPERTY SERVICES, LLC
TX0073869-000	Othman, Amal	Conner, S A Addition	Block	Lots 9 Thru 11	D207198785	31-May-07	DALE PROPERTY SERVICES, LLC
TX0058203-000	Santiesteban, Honorio N Etux Yolanda	Conner, S A Addition	Block	Lots 12 Thru 15	D207018480	26-Dec-06	DALE RESOURCES, LLC
TX0050127-000	Harrison, Elizabeth	Conner, S A Addition	Block	Lots 16 & 17	D206319392	2-Sep-06	DALE RESOURCES, LLC
TX0125766-000	Williams, Orange Ree	Conner, S A Addition	Block	Lots 18 Thru 20	D208231884	4-Jun-08	DALE PROERTY SERVICES
TX2205498-000	Cotman, Vernay	Conner, S A Addition	Block	Lots 21 Thru 24	D206300389	29-Aug-06	DALE RESOURCES, LLC
TX0070900-000	Torres, Margarita Veloz	Conner, S A Addition	Block	Lots 25 Thru 27	D207160203	14-Mar-07	DALE PROPERTY SERVICES, LLC
TX0086264-000	Ramirez, Juan Etux Esperanza Moreno	Conner, S A Addition	Block	Lots 31 & 32	D207307175	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0070963-000	Baker, Jimmie Lee & Arthur L. Baker	Conner, S A Addition	Block	Lots 33 & 34	D207160188	21-Mar-07	DALE PROPERTY SERVICES, LLC
TX0064226-000	Magallanes, Eloisa	Conner, S A Addition	Block	Lots 35 & 36	D206405258	29-Nov-06	DALE RESOURCES, LLC
TX0058143-000	Nario, Roberto Etux Bertha	Conner, S A Addition	Block	Lots 37 Thru 40	D207049925	30-Dec-06	DALE RESOURCES, LLC
TX0058697-000	Alanis, Cruz J	Conner, S A Addition	Block	Lots 41 & 42	D207043556	23-Jan-07	DALE RESOURCES, LLC
TX0058759-000	Cardoza-Chairez, Carlos	Conner, S A Addition	Block	Lots 43 & 44	D207043581	16-Jan-07	DALE PROPERTY SERVICES, LLC
TX0073949-000	Delp, Gertrude	Conner, S A Addition	Block	Lots 45 & 46	D207197054	10-May-07	DALE PROPERTY SERVICES, LLC
TX0079825-000	Arcos, Ramon Etux Alma Guadalupe	Conner, S A Addition	Block	Lots 47 & 48	D207259081	13-Jul-07	DALE PROPERTY SERVICES, LLC
TX0115182-000	Ramirez, Pablo L	Conner, S A Addition	Block	Lots 54 & 54	D208123011	19-Mar-08	DALE PROPERTY SERVICES, LLC
TX0095770-000	Martinez, Margarito Javier Etux Magdalena Soto	Conner, S A Addition	Block	Lots 56 & 57	D207359792	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0128310-000	Roman, Efrain Etux Bertha	Conner, S A Addition	Block	Lots 60 & 61	D208261934	7-Jul-08	DALE PROPERTY SERVICES, LLC
TX0058396-000	TLP Properties Llc	Conner, S A Addition	Block	Lots 62 & 63	D207048254	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0074751-000	Harris, Joseph S	Conner, T H Addition	Block	Lots 1 Thru 3	D207210655	12-Jun-07	DALE PROPERTY SERVICES, LLC
TX0073906-000	Mahmoud, Mousa	Conner, T H Addition	Block	Lot 5	D207198746	1-Jun-07	DALE PROPERTY SERVICES, LLC
TX0068331-000	Loredo, Janice D	Conner, T H Addition	Block	Lots 7 & 8	D207142365	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0073023-000	Compton, Betty Guidonia	Conner, T H Addition	Block	Lot 9	D207190182	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062488-000	Williams, Orange R	Conner, T H Addition	Block	Lot 11	D207073532	9-Feb-07	DALE PROPERTY SERVICES, LLC
TX2202461-000	Walker, Vincent T	Conner, T H Addition	Block	Lot 12	D206343287	18-Sep-06	DALE RESOURCES, LLC
TX0077192-000	Ruiz, Manuel Etux Teresa	Conner, T H Addition	Block	Lot 13A	D206343716	18-Sep-06	DALE RESOURCES, LLC
TX2201285-000	Jones, Gloria Y	Conner, T H Addition	Block	Lot 13B	D206340906	20-Sep-06	DALE RESOURCES, LLC
TX0054296-000	Swords, Logan	Conner, T H Addition	Block	Lots 15 & N23' of Lot 14	D206404731	17-Nov-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy J	Conner, T H Addition	Block	S65' of Lot 14	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0070905-000	Veloz, Margarita & Erika Torres	Conner, T H Addition	Block	W145' of Lot 16	D207160202	14-Mar-07	DALE PROPERTY SERVICES, LLC
TX0063112-000	Castaneda, Laura	Conner, T H Addition	Block	Lot 17	D207082753	23-Feb-07	DALE PROPERTY SERVICES, LLC
TX0125190-000	Vega, Profirio H Etux Teresa M	Conner, T H Addition	Block	W145' of Lot 18	D208214102	21-May-08	DALE PROPERTY SERVICES, LLC
TX0056307-000	Romero, Ramon Jr Etux Veronica	Conner, T H Addition	Block	Lot 20	D207011672	21-Jul-06	DALE RESOURCES, LLC
TX2207894-000	Robinson, Barney J	Daggett, E M Survey	Block	A 431 Tr 3A	D206346838	5-Apr-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Daggett, E M Survey	Block	A 431 Tr 3A03	D206398488	14-Sep-06	DALE RESOURCES, LLC
TX0062487-000	Alonzo, Daniel	Essex Place Addition	Block	N1' of Lot 9 & S44' of Lot 10 & N26' of Lot 11	D207073531	7-Feb-07	DALE PROPERTY SERVICES, LLC
TX2201456-000	Erskine, Lillie Faye	Essex Place Addition	Block	Lots 13 & 14	D206342741	7-Aug-06	DALE RESOURCES, LLC
TX2201673-000	Murphy, Miles Eugene Etux Mary L	Essex Place Addition	Block	Lot 15	D206244765	30-Jun-06	DALE RESOURCES, LLC
TX2200351-000	Anderson, David C	Essex Place Addition	Block	Lots 16 & S3' of Lot 17	D206341018	26-Sep-06	DALE RESOURCES, LLC
TX2202783-000	Wilson, Charles Clayton Etux Ova Mae	Essex Place Addition	Block	Lot 27	D206244760	20-Jul-06	DALE RESOURCES, LLC
TX2203216-000	Stacy, Jimmy O & Jay Allen Stacy	Essex Place Addition	Block	N40' of Lot 30 & S10' of Lot 31	D206223022	30-Jun-06	DALE RESOURCES, LLC

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Exhibit "A"

Attached to and made a part of that Second Amended Declaration of Pooled Unit for the Barney Robinson Unit. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0062461-000	Alonso, Nora	Essex Place Addition	Block	N40' of Lot 31 & S10' of Lot 32	D207073529	6-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062422-000	Camarillo, Ezequiel Etux Alma Del	Essex Place Addition	Block	N40' of Lot 32 & S10' of Lot 33	D207073534	7-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062483-000	Hamilton, Robert D Etux Tawana	Essex Place Addition	Block	Lots 36 & N10.5' of Lot 35	D207073530	3-Feb-07	DALE PROPERTY SERVICES, LLC
TX2201545-000	Rangel, Maria	Essex Place Addition	Block	Lot 43	D206223021	22-Jun-06	DALE RESOURCES, LLC
TX0073868-000	Barrera, Jesus Etux Mima	Essex Place Addition	Block	Lot 44	D207198786	28-May-07	DALE PROPERTY SERVICES, LLC
TX0125534-000	Lindquist, Jeffery Etux Teresa	Essex Place Addition	Block	Lot 48	D208232797	3-Jun-08	DALE PROPERTY SERVICES, LLC
TX0054200-000	Ritchey, Carol	Essex Place Addition	Block	Lot 48	D206405257	29-Nov-06	DALE RESOURCES, LLC
TX2205364-000	Saltagiver, Keith Etux Janet	Essex Place Addition	Block	Lot 49	D206319424	8-Sep-06	DALE RESOURCES, LLC
TX0098709-000	Allard, Laura	Essex Place Addition	Block	Lot 50	D207384639	13-Oct-07	DALE PROPERTY SERVICES, LLC
TX2200996-000	Serrano, Gilberto Etux Alice Estrada	Essex Place Addition	Block	Lots 51 & 52	D206311786	29-Aug-06	DALE RESOURCES, LLC
TX2202808-000	Johnson, Christopher D & Lawrence E Walker Jr	Gardner To Poly Addition	Block 1	E1/2 of Lot 1	D206319444	30-Aug-06	DALE RESOURCES, LLC
TX0051398-000	Magallanes, Rene Etux Susan	Gardner To Poly Addition	Block 1	N50' of the S150' of Lot 2	D206408403	9-Nov-06	DALE RESOURCES, LLC
TX0062476-000	Arbaiza, Francisco & Vilma	Gardner To Poly Addition	Block 1	S100' of the S150' of Lot 2	D207073528	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0059695-000	Ownbey, Kenney W	Gardner To Poly Addition	Block 2	Lot 2	D207055148	23-Jan-07	DALE RESOURCES, LLC
TX0058392-000	Medrano, Roy Etux Elvia	Gardner To Poly Addition	Block 2	N50' of the E50' of Lot 2 & N50' of Lot 3	D207048253	27-Jan-07	DALE PROPERTY SERVICES, LLC
TX0072217-000	Anderson, David L	Gardner To Poly Addition	Block 2	S150' of the E67' of Lot 3	D207177456	12-May-07	DALE PROPERTY SERVICES, LLC
TX0058392-000	Medrano, Roy Etux Elvia	Gardner To Poly Addition	Block 3	Lot 1	D207048253	27-Jan-07	DALE PROPERTY SERVICES, LLC
TX0057370-000	Clay, Damon A	Gardner To Poly Addition	Block 3	Lot 2	D207009771	29-Nov-06	DALE RESOURCES, LLC
TX2200675-000	Clay, Damon A	Gardner To Poly Addition	Block 3	Lot 3 & 4	D206343046	16-Oct-06	DALE RESOURCES, LLC
TX2205276-000	Paredes, Rebecca	Gardner To Poly Addition	Block 3	Lots 5 & 6	D206300390	31-Aug-06	DALE RESOURCES, LLC
TX0058720-000	Villanueva, Vincente Delgado	Gardner To Poly Addition	Block 3	Lot 7	D207043558	22-Jan-07	DALE PROPERTY SERVICES, LLC
N/A	Ramerlz, Camilo	Gardner To Poly Addition	Block 3	Lots 8 & N5' of Lot 7	D207149628	14-Mar-07	DALE PROPERTY SERVICES, LLC
TX0072215-000	Gatton, Jessica R Etvir Michael	Gardner To Poly Addition	Block 4	Lot 1	D207177456	17-May-07	DALE PROPERTY SERVICES, LLC
TX0059695-000	Ownbey, Kenney W	Gardner To Poly Addition	Block 4	Lot 2	D207055148	23-Jan-07	DALE RESOURCES, LLC
TX2201026-000	Green Grass Group, Inc.	Gardner To Poly Addition	Block 4	Lot 3	D206341022	19-Sep-06	DALE RESOURCES, LLC
TX0083818-000	Torres, Hortencia	Gardner To Poly Addition	Block 4	Lot 6	D207294182	27-Jul-07	DALE PROPERTY SERVICES, LLC
TX0058646-000	Benitez, Jose Sanchez Etux Melissa Flores	Gardner To Poly Addition	Block 4	Lot 7	D207043578	24-Jan-07	DALE PROPERTY SERVICES, LLC
TX0088107-000	Atkins, Linda L	Gardner To Poly Addition	Block 4	Lots 9 & s35' of Lot 10	D207333584	17-Jul-07	DALE PROPERTY SERVICES, LLC
TX0080636-000	Phares, Sammie	Gardner To Poly Addition	Block 4	Lots 12 & N35' of Lot 11	D207268439	23-Jul-07	DALE PROPERTY SERVICES, LLC
TX0095712-000	Iniguez, Hugo Etux Emerita Iniguez	Gardner To Poly Addition	Block 5	Lot 1	D207384634	23-Sep-07	DALE PROPERTY SERVICES, LLC
TX2202593-000	Martinez, Adolfo Etux Aurora	Gardner To Poly Addition	Block 5	Lot 2	D206300401	31-Aug-06	DALE RESOURCES, LLC
TX0062473-000	Santos, Rogelio	Gardner To Poly Addition	Block 5	Lot 3	D207073527	14-Feb-07	DALE PROPERTY SERVICES, LLC
TX2207488-000	York, Leroy	Gardner To Poly Addition	Block 5	Lot 5	D208038239	31-Oct-07	PALOMA BARNETT, LLC
TX0095282-000	Cap H Investments Llc	Gardner To Poly Addition	Block 5	Lot 6	D207380959	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX2200825-000	Chavez, Emelie & Irene Z	Gardner To Poly Addition	Block 5	Lot 7	D206342782	10-Oct-06	DALE RESOURCES, LLC
TX0104753-000	Watson, Milagros S	Gardner To Poly Addition	Block 5	Lot 8	D208004988	26-Dec-07	DALE PROPERTY SERVICES, LLC
TX0070415-000	Perez, Anastacio	Gardner To Poly Addition	Block 5	Lot 12	D207150017	28-Mar-07	DALE PROPERTY SERVICES, LLC
TX2207488-000	York, Leroy	Gardner To Poly Addition	Block 6	Lot 1	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0064749-000	Carmona, Artamio Etux Sofia Hernandez	Gardner To Poly Addition	Block 6	Lots 2 & 3	D206341020	27-Sep-06	DALE RESOURCES, LLC
TX0062609-000	Mancia, Jesus Erlimdo	Gardner To Poly Addition	Block 6	Lot 4A	D207281881	25-Jan-07	DALE PROPERTY SERVICES, LLC
TX2205300-000	Sifuentes, Robert Etux Garcila	Gardner To Poly Addition	Block 6	Lot 5A	D206319423	29-Aug-06	DALE RESOURCES, LLC
TX0105543-000	Cardoza, Luis Etux Veronica Carmona	Gardner To Poly Addition	Block 6	Lot 6A	D208010320	21-Dec-07	DALE PROPERTY SERVICES, LLC
TX2207488-000	York, Leroy	Gardner To Poly Addition	Block 6	Lots 4 & E90.15' of Lots 5 Thru 7	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX2202394-000	Chavez, Umbano Etux Herlinda	Gardner To Poly Addition	Block 6	W91' of Lot 7	D206342760	10-Oct-06	DALE RESOURCES, LLC

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Exhibit "A"

Attached to and made a part of that Second Amended Declaration of Pooled Unit for the Barney Robinson Unit. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX2200385-000	Meza, Armando Etux Maria	Gardner To Poly Addition	Block 6	W91' of Lot 8	D206342761	10-Oct-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	E91' of Lot 8	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0052982-000	Zalazar, Pedro	Gardner To Poly Addition	Block 6	Lot 9	D206398388	16-Nov-06	DALE RESOURCES, LLC
TX2202953-000	Chavez, Edward Et ux Ninfa	Gardner To Poly Addition	Block 6	Lot 10	D206300399	28, Aug-06	DALE RESOURCES, LLC
TX0065248-000	Garcia, Armando Alcala Etux Bertha Aurora	Gardner To Poly Addition	Block 6	Lot 12	D207099783	5-Mar-07	DALE PROPERTY SERVICES, LLC
N/A	Arambula, Lener & Filberto	Greve Addition	Block	Lot 5	D206133718	5-Sep-07	PALOMA BARNETT, LLC
N/A	Salazar, Pedro Etal	Greve Addition	Block	Lot 7	D206029945	28-Nov-07	PALOMA BARNETT, LLC
TX0074996-000	Guerra, Carmen Alvarado	Greve Addition	Block	Lot 8	D207217328	29-May-07	DALE PROPERTY SERVICES, LLC
N/A	Arambula, Filiberto Etux Enedi	Greve Addition	Block	Lot 9	D208031884	27-Oct-07	PALOMA BARNETT, LLC
TX0079379-000	Rios, Maria E a/k/a Elvira Rios	Greve Addition	Block	Lots 10 & 11	D207258824	13-Jun-07	DALE PROPERTY SERVICES, LLC
TX0087213-000	Garza, Corando Etux Maria a/k/a Maria De La Paz Aguilar	Greve Addition	Block	Lot 12	D207322683	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0124278-000	Adams, Billy D Etux Barbara J	Greve Addition	Block	Lot 13	D208212860	26-May-08	DALE PROPERTY SERVICES, LLC
TX0124278-000	Adams, Billy D Etux Barbara J	Greve Addition	Block	Lot 14	D208212859	26-May-08	DALE PROPERTY SERVICES, LLC
TX0087215-000	Chavez, Pastora	Greve Addition	Block	Lot 15 Less SW 40'x60'	D207322682	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0104846-000	White, Robert Allen	Groth, W L Subdivision	Block	Lot 1	D208004991	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX2201447-000	York, Leroy	Groth, W L Subdivision	Block	Lots 2 & 3	D206340905	3-Oct-06	DALE RESOURCES, LLC
TX2202808-000	Johnson, Christopher D & Lawrence E. Walker Jr.	Groth, W L Subdivision	Block	Lots 5 & 6	D206319444	30-Aug-06	DALE RESOURCES, LLC
TX2201447-000	York, Leroy	Hawkins, W E Addition	Block	Lot 31	D206340905	3-Oct-06	DALE RESOURCES, LLC
TX0074996-000	Guerra, Carmen Alvarado a/k/a Carmen Guerra	Hawkins, W E Addition	Block	N50' of the E126' of Lot 33	D207217328	29-May-07	DALE PROPERTY SERVICES, LLC
TX0088107-000	Atkins, Linda L	James, William Addition	Block A	Lot 1	D207333584	17-Jul-07	DALE PROPERTY SERVICES, LLC
TX0065532-000	Leyva, Miguel	James, William Addition	Block A	Lot 2	D207102013	9-Mar-07	DALE PROPERTY SERVICES, LLC
TX0056556-000	Rodriguez, Rigoberto Etux Marie	James, William Addition	Block A	Lot 3	D207011541	27-Nov-06	DALE RESOURCES, LLC
TX2206717-000	Croxdale, Jesse L & Christene A Croxdale, as Trustees of The Jesse L Croxdale and Christene A Croxdale Revocable Living Trust	James, William Addition	Block A	Lot 4	D206166393	11-May-06	DALE RESOURCES, LLC
TX2201447-000	York, Leroy	James, William Addition	Block B	Lot 1	D206206855	19-May-06	DALE RESOURCES, LLC
TX0074347-000	Rodriguez, Ignacio	James, William Addition	Block B	Lot 2	D207207079	31-May-07	DALE PROPERTY SERVICES, LLC
TX0104414-000	Rubio, Silviano M & Maria D	James, William Addition	Block B	Lot 3	D207455097	14-Dec-07	DALE PROPERTY SERVICES, LLC
TX0130000-000	Wally Davis Homes, Inc	James, William Addition	Block B	Lot 4	D208285610	22-Jul-08	DALE PROPERTY SERVICES, LLC
TX2203082-000	Hale, James G	James, William Addition	Block B	Lot 5	D206311709	30-Aug-06	DALE RESOURCES, LLC
TX2203204-000	Thompson, Jerry Sanders	James, William Addition	Block B	Lot 6A	D206258278	9-Aug-06	DALE RESOURCES, LLC
TX0125192-000	Vega, Julio C Etux Maria	James, William Addition	Block B	Lot 8	D208214103	21-May-08	DALE PROPERTY SERVICES, LLC
TX0091358-000	Zamora, Lydia Irma f/k/a Lydia I Cardoza	James, William Addition	Block B	Lot 9	D207353493	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX2208396-000	Jimenez, Armando Etux Lucy Martinez	James, William Addition	Block B	Lots 6B & 7C	D206252204	27-Jul-06	DALE RESOURCES, LLC
TX0105015-000	Warner, James	James, William Addition	Block C	Lot 3	D207455246	13-Dec-07	DALE PROPERTY SERVICES, LLC
TX0116837-000	Alexander, Edward D M	James, William Addition	Block D	Lot 4	D208141585	1-Apr-08	DALE PROPERTY SERVICES, LLC
TX0053235-000	Williamson, Joyce A	James, William Addition	Block D	Lots 5 & 6	D206385175	16-Nov-06	DALE RESOURCES, LLC
TX2200682-000	Croxdale, Jack R	James, William Addition	Block D	Lots 7 & 8	D206343207	26-Sep-06	DALE RESOURCES, LLC
N/A	Preciado, Guadalupe	James, William Addition	Block D	Lot 9	D208064850	29-Nov-07	PALOMA BARNETT, LLC
TX0104576-000	Dolman, Billy George	James, William Addition	Block D	Lot 10	D208003372	21-Dec-07	DALE PROPERTY SERVICES, LLC
TX2201447-000	York, Leroy	James, William Addition	Block D	Lots 11 & 12	D206206855	19-May-06	DALE RESOURCES, LLC
TX0092204-000	Mandujano, Lorenzo Etux Rosa	James, William Addition	Block H	W1/2 of Lot 12	D207303619	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0062483-000	Hamilton, Robert D Etux Tawana	James, William Addition	Block J E1/2	Lot	D207073530	3-Feb-07	DALE PROPERTY SERVICES, LLC
TX0058456-000	Porras, Odon Etux Marlecela	James, William Addition	Block J W1/2	Lot	D207048285	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0112386-000	Hatzes, Jimmy a/k/a Dimitri Hatzes	James, William Addition	Block K	Lots 1 Thru 3	D208087905	19-Feb-08	DALE PROPERTY SERVICES, LLC
TX0086162-000	Monjaraz, Rene Etux Lydia Soto	James, William Addition	Block K	Lots 2A & 3A	D207305548	14-Aug-07	DALE PROPERTY SERVICES, LLC
TX0051621-000	Mediola, Jose G & Maria DeJesus Allard	James, William Addition	Block K	Lot 3C	D207004211	8-Dec-06	DALE RESOURCES, LLC
TX2201656-000	Gilliland, Michael Joe	James, William Addition	Block K	Lot 4	D206343058	26-Oct-06	DALE RESOURCES, LLC
TX2208419-000	Robertson-Campbell Co	Mann, William Survey	Block	A 996 Tr 5	D206169410	8-May-06	DALE RESOURCES, LLC
N/A	Romero, Ramon Jr	Mann, William Survey	Block	A 996 Tr 6A2	D207011672	21-Jul-06	DALE RESOURCES, LLC

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Exhibit "A"

Attached to and made a part of that Second Amended Declaration of Pooled Unit for the Barney Robinson Unit. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0111200-000	United Land Holdings Ltd	Manning, L V Subdivision	Block	Lots 3 Thru 6	D206398488	14-Sep-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Manning, L V Subdivision	Block	Lot 9	D206398488	14-Sep-06	DALE RESOURCES, LLC
TX0113414-000	Galvan, Jaime Javier Etux Sandra Etal	Morrells Subdivision	Block	Lot 2 of Lot 1 of Essex	D208098904	3-Jan-08	DALE PROPERTY SERVICES, LLC
TX2201318-000	Molina, Jose & Lorenza Ayala	Morrells Subdivision	Block	Lot 3	D206343047	13-Oct-06	DALE RESOURCES, LLC
TX2205389-000	Serrano, Maria Esther	Morrells Subdivision	Block	Lot 4	D206319405	9-Sep-06	DALE RESOURCES, LLC
TX2208407-000	Perfect Performance Products	Newell's Industrial Addition	Block 1R	Lot B	D206169418	25-Apr-06	DALE RESOURCES, LLC
N/A	Peden, Bradley F Etux Cathy	Newell's Industrial Addition	Block 5	Lot 1A	D206139675	20-Apr-06	DALE RESOURCES, LLC
TX2200672-000	Hoang, Dai & Thuy Nguyen	Newell's Industrial Addition	Block 5	Lot 1B	D206134506	6-Apr-06	DALE RESOURCES, LLC
TX2207894-000	Robinson, Barney J	Shotts, Subdivision	Block	Lot 5	D206346838	5-Apr-06	DALE RESOURCES, LLC
TX0100598-000	Romero, Maria & Juan	Vanriper, John Survey	Block	A 1590 Tr 22	D207416322	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0088176-000	Weathered, Beverly Etvir Jerry	Vanriper, John Survey	Block	A 1590 Tr 26	D207326509	20-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087944-000	Hernandez, Jesus Etux Elva	Vanriper, John Survey	Block	A 1590 Tr 26A	D207323329	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX2207486-000	York, Leroy J	Vanriper, John Survey	Block	A 1590 Tr 27	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0088156-000	Escobedo, Erlinda	Vanriper, John Survey	Block	A 1590 Tr 27B	D207326505	27-Aug-07	DALE PROPERTY SERVICES, LLC
TX2207486-000	York, Leroy	Vanriper, John Survey	Block	A 1590 Tr 27D	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0087944-000	Hernandez, Jesus Etux Elva L	Vanriper, John Survey	Block	A 1590 Tr 27E	D207323329	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0101203-000	Hernandez, Jesus Etux Elva L	Vanriper, John Survey	Block	A 1590 Tr 27E	D207423830	30-Oct-07	DALE PROPERTY SERVICES, LLC
TX0111099-000	Romero, Maria Etvir Manuel	Vanriper, John Survey	Block	A 1590 Tr 28	D208073813	9-Feb-08	DALE PROPERTY SERVICES, LLC
TX0088175-000	Aguilar, Juan	Vanriper, John Survey	Block	A 1590 Tr 30A	D207326508	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0109381-000	Mian, Nighat T	Vanriper, John Survey	Block	A 1590 Tr 32	D208055002	1-Feb-08	DALE PROPERTY SERVICES, LLC
TX2208473-000	White, Charles Etux Amy R	Vanriper, John Survey	Block	A 1590 Tr 38A	D206182534	16-May-06	DALE RESOURCES, LLC
TX0065242-000	Rodriguez, Enrique Etux Cecilia	Vickery Heights Addition	Block	Lots 1, 2 & N5' of Lot 3	D207099757	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX2203193-000	Roberson, Janet	Vickery Heights Addition	Block	Lot 4	D206300397	30-Aug-06	DALE RESOURCES, LLC
TX2205213-000	Olmos, Fransico Etux Maria	Vickery Heights Addition	Block	Lot 41	D206319383	12-Sep-06	DALE RESOURCES, LLC
TX0058428-000	Perez, Sergio Etux Cynthia	Vickery Heights Addition	Block	Lots 12 & 13	D207048261	26-Jan-07	DALE PROPERTY SERVICES, LLC
TX0051896-000	Ruiz, Micaela Delarosa & Dulce Maria Ruiz	Vickery Heights Addition	Block	Lots 14 & 15	D206401592	31-Oct-06	DALE RESOURCES, LLC
TX0059679-000	Searcy, Marianne	Vickery Heights Addition	Block	Lots 16 & 17	D207055260	22-Jan-07	DALE PROPERTY SERVICES, LLC
TX0114588-000	Sandoval, Rebeca	Vickery Heights Addition	Block	Lots 20 Thru 22	D208115533	25-Mar-08	DALE PROPERTY SERVICES, LLC
TX2207486-000	York, Leroy	Vickery Heights Addition	Block	Lots 23 & 24	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX0058388-000	Gonzales, Maria Luz Leon	Vickery Heights Addition	Block	Lots 25 & 26	D207030645	20-Dec-06	DALE RESOURCES, LLC
TX2201890-000	Ramirez, Teoduio & Juanita Garay	Vickery Heights Addition	Block	Lots 29 & 30	D206340994	29-Sep-06	DALE RESOURCES, LLC
TX0062912-000	Ortiz, Sergio	Vickery Heights Addition	Block	Lots 33 & 34	D207079744	13-Feb-07	DALE PROPERTY SERVICES, LLC
TX0074632-000	Guerra, Guillermo Etux Carmen	Vickery Heights Addition	Block	Lots 35 & 36	D207204248	29-May-07	DALE PROPERTY SERVICES, LLC
TX0070402-000	Gomez, Juanita	Vickery Heights Addition	Block	Lots 39 & 40	D207150013	15-Mar-07	DALE PROPERTY SERVICES, LLC
TX0062415-000	Richards, Elnoria	Vickery Heights Addition	Block	Lots 43 & 44	D207073533	31-Jan-07	DALE RESOURCES, LLC
TX0091658-000	Rincon-Alvarez, Luis I Etux Patricia Herrera-Campos	Vickery Heights Addition	Block	Lots 45 & 46	D207355290	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0058749-000	Angel, Francisco R Etux Elisa	Vickery Heights Addition	Block	Lots 5 & 6	D207043560	22-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058770-000	Nario, Roberto Etux Bertha	Vickery Heights Addition	Block	Lots 7 & 8	D207043562	16-Jan-07	DALE RESOURCES, LLC
TX0059694-000	Reyes, Elizabeth N	Vickery Heights Addition	Block	Lots 9 Thru 11	D207055149	31-Dec-06	DALE RESOURCES, LLC
TX2207894-000	Robinson, Barney J	Webb Addition	Block	Lots 1 Thru 7	D206346838	5-Apr-06	DALE RESOURCES, LLC
TX0111199-000	United Land Holdings Ltd	Webb Addition (Ft Worth)	Block 2	Lots 8 & 9	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX2205481-000	Smith, Tracey N.	Vickery Heights Addition		parts of Lots 65 thru 78	D206311717	31-Aug-06	DALE RESOURCES, LLC
TX2202571-000	Escutia, Ygnacio etux Teresa	Essex Place Addition		Lots 21 & 22	D206342763	12-Oct-06	DALE RESOURCES, LLC
TX2202232-000	Serrano, Jorge L etux Maria	Essex Place Addition		Lot 42 & S. 45' of the N. 90' of Lot 2	D206319443	5-Sep-06	DALE RESOURCES, LLC
TX2202232-000	Serrano, Jorge L. etux Maria	King & Hendricks Addition	Blk 27	Lots 7, 8 & N. part of Lots 9 & 10	D206319443	5-Sep-06	DALE RESOURCES, LLC
TX2201923-000	Serrano, Ricardo etux Rocio	Essex Place Addition		S. 11.5' of Lot 5, & N. 38.5' of Lot 1	D206300417	1-Sep-06	DALE RESOURCES, LLC
TX2201337-000	Lopez, Juan Molinero etux Natividad Ayala	Essex Place Addition		Lots 6 & 23	D206343045	13-Oct-06	DALE RESOURCES, LLC

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Exhibit "A"

Attached to and made a part of that Second Amended Declaration of Pooled Unit for the Barney Robinson Unit. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX2200799-000	Adams, Edna Jean Thomason	Essex Place Addition		N. 1' of Lot 8 & S. 49' of Lot 9	D206343049	2-Oct-06	DALE RESOURCES, LLC
TX0116826-000	Romero, Martin etux Myrna	Greve Addition		S. 50' of Lot 1, save & except the E. 16'	D206141682	20-Mar-06	DALE PROPERTY SERVICES, LLC
TX0092822-000	Ali, Mohammed Sohrab etux Diane L.	J. Van Riper Survey		A-1590	D207359797	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0092814-000	Ayala, Maria	Essex Place Addition		S. 49' of Lot 8	D207359796	7-Sep-07	DALE PROPERTY SERVICES, LLC
TX0074093-000	Helms, Danny L.	Essex Place Addition		N. 45' of Lot 2	D207179186	15-May-07	DALE PROPERTY SERVICES, LLC
TX0073902-000	Garay, Santos etux Nelly	Essex Place Addition		Lot 41	D207198750	31-May-07	DALE PROPERTY SERVICES, LLC
TX0071740-000	Sprawls, Leonard Ledbetter	Essex Place Addition		portion of Lots 3 & 4	D207169965	30-Apr-07	DALE PROPERTY SERVICES, LLC
TX0065252-000	Macias, Fransisco etux Fraciaca	Essex Place Addition		Lot 25	D207099787	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0065249-000	Andino, Modesta	Essex Place Addition		Lot 38	D207099784	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062903-000	Torres, Jose Guadalupe etux Teresa Chavez	Essex Place Addition		Lot 40	D207079747	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0059099-000	Tanner, Bertha Odell	Essex Place Addition		Lot 7	D207043589	24-Jan-07	DALE RESOURCES, LLC
TX0058781-000	Brauer, Kent Alan	Essex Place Addition		Lot 39	D207043563	30-Dec-06	DALE RESOURCES, LLC
TX0055978-000	Henderson, Lena	Essex Place Addition		N. 38.5' of Lot 5	D207018478	27-Dec-06	DALE RESOURCES, LLC
TX0051822-000	Mendiola, Jose G. etux Veronica Castro	Essex Place Addition		Lot 24	D207004210	8-Dec-06	DALE RESOURCES, LLC
TX2202574-000	York, Joyce Ann	Essex Place Addition		Portion of Lots 2 and 3	D206341019	3-Oct-06	DALE RESOURCES, LLC
	Price, Ruth D	Gardner To Poly Addition	Block 5	Lot 10	D208367407	12-Jul-08	GLENCREST RESOURCES
	Moreno, Miguel and Araceila	Gardner To Poly Addition	Block 5	Lot 11	D208367367	23-May-08	GLENCREST RESOURCES
	Roman, Jose & Martha	Vickery Heights Addition		Lots 18 & 19	D208367396	19-Jul-08	GLENCREST RESOURCES

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EXHIBIT "B"

Attached to and made a part of that Second Amended Declaration of Pooled Unit for the Barney Robinson Unit.

Being 206.46 acres of land located in the E.M. Daggett Survey, Abstract No. 431, the Wm. Mann Survey, Abstract No. 996, the McKinney & Williams Survey, Abstract No. 1112, the J. Ringer Survey, Abstract No. 1286, the J. Vanriper Survey, Abstract No. 1590 and the J. Armendarius Survey, Abstract No. 1773, Tarrant County, Texas.

Said 206.46 acres of land being more particularly described as follows:

BEGINNING at a point lying in the west line of Wm. James Community, said point being the most northerly southeast corner of Chesapeake Operating, Inc., Hickman Unit ;

THENCE along the west and north line of said Wm. James Community as follows:

1. N00°03'02"E, a distance of 316.40 feet to a point;

2. N89°49'02"E, a distance of 37.61 feet to a point;

THENCE N00°31'23"W, at 87.93 feet passing the common corner of said Wm. James and Newell Industrial tracts, at 838.62 feet passing the common corner of said Newell Industrial and Union Pacific Railroad tracts, at 1,243.15 feet passing the most southerly northeast corner of said Hickman Unit, in all a distance of 1,343.03 feet to a point in the north line of said Union Pacific Railroad;

THENCE S75°43'31"E, along said Union Pacific Railroad north line, a distance of 23.08 feet to a point at the southwest corner of said Robinson tract;

THENCE N19°24'36"E, along the west line of said Robinson tract, a distance of 188.41 feet to a point;

THENCE N25°35'36"E, continuing along said Robinson west line, a distance of 20.00 feet to a point, said point being the northwest corner of Chesapeake Operating, Inc., Barney Robinson Unit;

THENCE southeasterly, 352.70 feet along a non tangent curve to the right, having a radius of 3,707.00 feet, a central angle of 05°27'05" and a chord bearing S61°38'18"E, 352.57 feet to a point at the northeast corner of said Robinson tract;

THENCE S31°43'36"W, along the east line of said Robinson tract, a distance of 171.77 feet to a point lying in said Union Pacific Railroad north line;

THENCE along said Union Pacific Railroad north line as follows:

1. S64°39'50"E, a distance of 50.40 feet to a point;

2. N31°39'55"E, a distance of 166.39 feet to a point;

3. S58°16'24"E, at 50.12 feet passing a 5/8" iron rod found at the common corner of said Union Pacific Railroad and Southland Corporation tracts, in all a distance of 150.10 feet to a point at the common corner of said Southland Corporation and City of Fort Worth tracts;

THENCE S58°50'34"E, at 137.04 feet passing said City of Fort Worth and United Holdings tracts, in all a distance of 274.82 feet to a point;

THENCE S58°08'42"E, a distance of 100.00 feet to a point at the east corner of said United Holdings tract;

THENCE S31°51'18"W, a distance of 161.10 feet to a point at an interior corner of said United Holdings tract;

THENCE S58°05'42"E, a distance of 295.50 feet to an "X" found at the southeast corner of said United Holdings tract, said "X" lying in said Union Pacific Railroad north line;

THENCE along said Union Pacific Railroad north line as follows:

1. easterly, 513.75 feet along a non tangent curve to the right, having a radius of 2,717.15 feet, a central angle of 10°50'00" and a chord bearing S68°13'24"E, 512.99 feet to a point;

2. southeasterly, 173.24 feet along a non tangent curve to the right, having a radius of 2,428.52 feet, a central angle of 04°05'14" and a chord bearing S61°21'02"E, 173.20 feet to a point;

3. southeasterly, 478.47 feet along a non tangent curve to the right, having a radius of 4,440.58 feet, a central angle of 06°10'25" and a chord bearing S55°38'04"E, 478.24 feet to a point;

4. S53°37'42"E, a distance of 841.30 feet to a point;

5. S53°39'42"E, a distance of 183.10 feet to a point;

6. S54°16'42"E, a distance of 150.00 feet to a point;

7. S55°42'42"E, a distance of 611.91 feet to a point, said point lying in the apparent east survey line of said Armendarius Survey according to the Texas Natural Resources Information System, said point being the northeast corner of said Barney Robinson Unit;

THENCE S00°28'17"E, a distance of 243.44 feet to a point lying in the south line of said Union Pacific Railroad tract;

THENCE along said Union Pacific Railroad south line as follows:

1. N55°42'42"W, a distance of 753.21 feet to a point;

2. N54°16'42"W, a distance of 153.58 feet to a point;

3. N53°39'42"W, a distance of 184.23 feet to a point;

4. N53°37'42"W, a distance of 153.61 feet to a point at the southeast corner of said Robertson-Campbell tract;

THENCE S00°06'00"W, a distance of 66.06 feet to a point at the northeast corner of said Charles White tract;

THENCE S00°01'38"W, a distance of 454.37 feet to a point at the common corner of said Charles White and Gardner's tract;

THENCE S00°19'16"W, at 667.72 feet passing the common line of said Gardner's and Van Riper tracts, at 834.53 feet passing the common line of said Van Riper and Rains tracts, in all a distance of 929.99 feet;

THENCE N89°41'13"W, a distance of 1.31 feet to a point at the northeast corner of said James Middle School tract;

THENCE S00°22'55"W, a distance of 994.86 feet to a point at the common line of said James Middle School and Polytechnic Heights tracts;

THENCE S00°33'49"W, a distance of 325.98 feet to a point at the common line of said Polytechnic Heights and Boaz & Dillow tracts;

THENCE S00°11'47"E, a distance of 325.52 feet to a point for the southeast corner of said Barney Robinson Unit;

THENCE N89°46'40"W, a distance of 17.21 feet to a point;

THENCE S89°57'08"W, a distance of 1,173.38 feet to a point for the southwest corner of said Barney Robinson Unit;

THENCE N00°11'47"W, a distance of 1,021.69 feet to a point at the southeast corner of said Greve's tract;

THENCE along the south and west lines of said Greve's tract as follows:

1. N89°11'30"W, a distance of 169.13 feet to a point;

2. N55°50'55"W, a distance of 67.68 feet to a point;

3. N00°06'30"W, at 812.79 feet passing the northeast corner of said Greve's tract, in all a distance of 850.82 feet to a point lying in the apparent centerline of Vickery Boulevard;

THENCE S89°46'59"W, along said Vickery Boulevard centerline, a distance of 1,571.38 feet to a point;

THENCE N00°01'25"E, at 38.50 feet passing the southeast corner of said Hickman Unit, in all a distance of 833.93 feet to a point;

THENCE along the east lines of said Hickman Unit as follows:

1. S89°58'35"E, a distance of 165.00 feet to a point;

2. N00°01'25"E, a distance of 380.07 feet to a point;

3. S89°58'35"E, a distance of 298.29 feet to the point of beginning, containing 206.46 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Electronically Recorded
Official Public Records

Tarrant County Texas
4/12/2010 12:56 PM
D210082574

PGS 16 $76.00

THIRD AMENDED DECLARATION OF POOLED UNIT BARNEY ROBINSON UNIT

L0524389

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

This Third Amended Declaration of Pooled Unit is executed to be effective as of August 10, 2008, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

WHEREAS, the purpose and intent of this Third Amendment to the Declaration of Pooled Unit – Barney Robinson Unit is to Modify and Amend the interest pooled within the Barney Robinson Unit boundary dimensions by replacing the Exhibit "A" from the Second Amendment to the Declaration of Pooled Unit - Barney Robinson Unit dated the effective date of August 10, 2008 which was filed in the Official Public Records of Tarrant County, Texas as document number D209322280 and the First Amendment to the Declaration of Pooled Unit - Barney Robinson Unit dated the effective date of August 10, 2008 which was filed in the Official Public Records of Tarrant County, Texas as document number D209103867 and the Declaration of Pooled Unit – Barney Robinson Unit dated the effective date of August 10, 2008 which was filed in the Official Public Records of Tarrant County, Texas as document number D208333826.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **203.899 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Third Amended Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Unit Name. The pooled unit created hereby shall be known as the "**Barney Robinson Unit**."

4. Additional Interest; Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.

5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Third Amended Declaration of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the pooled unit described herein, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained

subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the respective owner of such full or undivided interests.

6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in Tarrant County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written consent of all the undersigned parties hereto. This Third Amended Declaration of Pooled Unit – Barney Robinson Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

Except as amended hereby, said Second Amendment to the Declaration of Pooled Unit - Barney Robinson Unit dated the effective date of August 10, 2008 which was filed in the Official Public Records of Tarrant County, Texas as document number D209322280 and First Amended Declaration of Pooled Unit – Barney Robinson Unit dated the effective date of August 10, 2008, which was filed in the Official Public Records of Tarrant County, Texas, document number D209103867 and Declaration of Pooled Unit – Barney Robinson Unit dated the effective date of August 10, 2008, which was filed in the Official Public Records of Tarrant County, Texas, document number D208333826, remains in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

Chesapeake Exploration LLC,
An Oklahoma limited liability company

By: _____
Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel
Chesapeake Operating, Inc. General Partner

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public in and for said County and State, on this 18th day of March, 2010, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.,** an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

KEASHA HOSER NOTARY # 07011589 EXP. 12/18/11 PUBLIC STATE OF OKLAHOMA

_____
Notary Public

My Commission Expires: 12/18/11
My Commission Number: 07011589

TOTAL E&P USA, INC., a Delaware corporation

By: _____
Eric Bonnin, Vice President- Business Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 5th day of April, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.

JOY W PHILLIPS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 31, 2012

_____
Notary Public in and for the State of Texas

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated August 10, 2008

Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX2208415-000	Alan E Rich, as Trustee of the Alan e Rich Heritage Trust	Beach Industrial District	Block 1	Lot 1A	D206118319	30-Mar-06	DALE RESOURCES, LLC
TX2207894-000	Robinson, Barney J	Daggett, E M Survey	Block	A 431 Tr 3A	D206346638	5-Apr-06	DALE RESOURCES, LLC
TX2207894-000	Robinson, Barney J	Shotts, Subdivision	Block	Lot 5	D206346638	5-Apr-06	DALE RESOURCES, LLC
TX2207894-000	Robinson, Barney J	Webb Addition	Block	Lots 1 Thru 7	D206346638	5-Apr-06	DALE RESOURCES, LLC
TX2200672-000	Hoang, Dai & Thuy Nguyen	Newell's Industrial Addition	Block 5	Lot 1B	D206134508	6-Apr-06	DALE RESOURCES, LLC
TX2208406-000	Peden, Bradley F Etux Cathy	Newell's Industrial Addition	Block 5	Lot 1A	D206139675	20-Apr-06	DALE RESOURCES, LLC
TX2208407-000	Perfect Performance Products	Newell's Industrial Addition	Block 1R	Lot B	D206169418	25-Apr-06	DALE RESOURCES, LLC
TX2208419-000	Robertson-Campbell Co	Berwyn Addition	Block	Lot 22	D206169410	8-May-06	DALE RESOURCES, LLC
TX2208419-000	Robertson-Campbell Co	Conner Ave Industrial Addition	Block 1	Lots 1 Thru 15	D206169410	8-May-06	DALE RESOURCES, LLC
TX2208419-000	Robertson-Campbell Co	Mann, William Survey	Block	A 996 Tr 5	D206169410	8-May-06	DALE RESOURCES, LLC
TX2206717-000	Croxdale, Jesse L & Christene A Croxdale, as Trustees of The Jesse L Croxdale and Christene A Croxdale Revocable Living Trust	James, William Addition	Block A	Lot 4	D206169393	11-May-06	DALE RESOURCES, LLC
TX2208473-000	White, Charles Etux Amy R	Vanriper, John Survey	Block	A 1590 Tr 38A	D206182534	16-May-06	DALE RESOURCES, LLC
TX2201447-000	York, Leroy	James, William Addition	Block B	Lot 1	D206206855	19-May-06	DALE RESOURCES, LLC
TX2201447-000	York, Leroy	James, William Addition	Block D	Lots 11 & 12	D206206855	19-May-06	DALE RESOURCES, LLC
TX2201545-000	Rangel, Maria	Essex Place Addition	Block	Lot 43	D206223021	22-Jun-06	DALE RESOURCES, LLC
TX2207895-000	Elser, Douglas R	Bucy, A M Subdivision	Block	Lot 1	D206281864	26-Jun-06	DALE RESOURCES, LLC
TX2201673-000	Murphy, Miles Eugene Etux Mary L	Essex Place Addition	Block	Lot 15	D206244766	30-Jun-06	DALE RESOURCES, LLC
TX2203216-000	Stacy, Jimmy O & Jay Allen Stacy	Essex Place Addition	Block	N40' of Lot 30 & S10' of Lot 31	D206223022	30-Jun-06	DALE RESOURCES, LLC
TX2202806-000	Smith, Christopher Etux Marie-Jose	Beach Industrial District	Block 1	Lot 3	D206261349	19-Jul-06	DALE RESOURCES, LLC
TX2202783-000	Wilson, Charles Clayton Etux Ova Mae	Essex Place Addition	Block	Lot 27	D206244760	20-Jul-06	DALE RESOURCES, LLC
TX0056307-000	Romero, Ramon Jr Etux Veronica	Conner, T H Addition	Block	Lot 20	D207011672	21-Jul-06	DALE RESOURCES, LLC
TX0056307-000	Romero, Ramon Jr., etux Veronica	Mann, William Survey	Block	A 996 Tr 6A2	D207011672	21-Jul-06	DALE RESOURCES, LLC
TX2208396-000	Jimenez, Armando Etux Lucy Martinez	James, William Addition	Block B	Lots 6B & 7C	D206252204	27-Jul-06	DALE RESOURCES, LLC
TX2201456-000	Erskine, Lillie Faye	Essex Place Addition	Block	Lots 13 & 14	D206342741	7-Aug-06	DALE RESOURCES, LLC
TX2203204-000	Thompson, Jerry Sanders	James, William Addition	Block B	Lot 6A	D206268278	9-Aug-06	DALE RESOURCES, LLC
TX2205489-000	Union Pacific Railroad	Mann, William Survey	Block	Lot	D206311773	21-Aug-06	DALE RESOURCES, LLC
TX2202953-000	Chavez, Edward Et ux Ninfa	Gardner To Poly Addition	Block 6	Lot 10	D206300399	28-Aug-06	DALE RESOURCES, LLC
TX2200996-000	Serrano, Gilberto Etux Alice Estrada	Essex Place Addition	Block	Lots 51 & 52	D206311786	29-Aug-06	DALE RESOURCES, LLC
TX2205300-000	Sifuentes, Robert Etux Garcila	Gardner To Poly Addition	Block 6	Lot 5A	D206319423	29-Aug-06	DALE RESOURCES, LLC
TX2205498-000	Cotman, Vernay	Conner, S A Addition	Block	Lots 21 Thru 24	D206300389	29-Aug-06	DALE RESOURCES, LLC
TX2200597-000	Beavers, Charles Timothy	Conner, S A Addition	Block	Lots 1 & 2	D206300394	30-Aug-06	DALE RESOURCES, LLC
TX2202808-000	Johnson, Christopher D & Lawrence E Walker Jr	Gardner To Poly Addition	Block 1	E1/2 of Lot 1	D206319444	30-Aug-06	DALE RESOURCES, LLC
TX2202808-000	Johnson, Christopher D & Lawrence E. Walker Jr.	Groth, W L Subdivision	Block	Lots 5 & 6	D206319444	30-Aug-06	DALE RESOURCES, LLC
TX2203082-000	Hale, James G	James, William Addition	Block B	Lot 5	D206311709	30-Aug-06	DALE RESOURCES, LLC
TX2203193-000	Roberson, Janet	Vickery Heights Addition	Block	Lot 4	D206300397	30-Aug-06	DALE RESOURCES, LLC
TX2202593-000	Martinez, Adolfo Etux Aurora	Gardner To Poly Addition	Block 5	Lot 2	D206300401	31-Aug-06	DALE RESOURCES, LLC
TX2205276-000	Paredes, Rebecca	Gardner To Poly Addition	Block 3	Lots 5 & 6	D206300390	31-Aug-06	DALE RESOURCES, LLC
TX2205481-000	Smith, Tracey N.	Vickery Heights Addition		parts of Lots 65 thru 78	D206311717	31-Aug-06	DALE RESOURCES, LLC
TX2201923-000	Serrano, Ricardo etux Rocio	Essex Place Addition		S. 11.5' of Lot 5, & N. 38.5' of Lot 1	D206300417	1-Sep-06	DALE RESOURCES, LLC
TX0050127-000	Harrison, Elizabeth	Conner, S A Addition	Block	Lots 16 & 17	D206319392	2-Sep-06	DALE RESOURCES, LLC
TX2202232-000	Serrano, Jorge L. etux Maria	Essex Place Addition		Lot 42 & S. 45' of the N. 90' of Lot 2	D206319443	5-Sep-06	DALE RESOURCES, LLC
TX2202232-000	Serrano, Jorge L. etux Maria	King & Hendricks Addition	Blk 27	Lots 7, 8 & N. part of Lots 9 & 10	D206319443	5-Sep-06	DALE RESOURCES, LLC
TX2205364-000	Saltsgiver, Keith Etux Janet	Essex Place Addition	Block	Lot 49	D206319424	8-Sep-06	DALE RESOURCES, LLC
TX2205389-000	Serrano, Maria Esther	Morrells Subdivision	Block	Lot 4	D206319405	9-Sep-06	DALE RESOURCES, LLC
TX2205213-000	Olmos, Fransico Etux Maria	Vickery Heights Addition	Block	Lot 41	D206319383	12-Sep-06	DALE RESOURCES, LLC
TX0107014-000	City Vending Co Inc	Boaz & Dillow Addition	Block 1	Lots 1 Thru 3	D208028231	14-Sep-06	DALE RESOURCES, LLC

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated August 10, 2008
Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0107014-000	City Vending Co Inc f/k/a Ft Worth Vending Co	Conner, S A Addition	Block	Lot 5	D208028231	14-Sep-06	DALE RESOURCES, LLC
TX0111199-000	United Land Holdings Ltd	Webb Addition (Ft Worth)	Block 2	Lots 8 & 9	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Conner, S A Addition	Block	Lot 4	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Daggett, E M Survey	Block	A 431 Tr 3A03	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Manning, L V Subdivision	Block	Lots 3 Thru 6	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX0111200-000	United Land Holdings Ltd	Manning, L V Subdivision	Block	Lot 9	D206398486	14-Sep-06	DALE RESOURCES, LLC
TX2202416-000	Velazquez, Everardo Etux Emilia	Conner, S A Addition	Block	Lot 3	D206343288	16-Sep-06	DALE RESOURCES, LLC
TX2202461-000	Walker, Vincent T	Conner, T H Addition	Block	Lot 12	D206343287	16-Sep-06	DALE RESOURCES, LLC
TX0077192-000	Ruiz, Manuel Etux Teresa	Conner, T H Addition	Block	Lot 13A	D206343716	18-Sep-06	DALE RESOURCES, LLC
TX2201026-000	Green Grass Group, Inc.	Gardner To Poly Addition	Block 4	Lot 3	D206341022	19-Sep-06	DALE RESOURCES, LLC
TX2201285-000	Jones, Gloria Y	Conner, T H Addition	Block	Lot 13B	D206340906	20-Sep-06	DALE RESOURCES, LLC
TX2200351-000	Anderson, David C	Essex Place Addition	Block	Lots 16 & S3' of Lot 17	D206341018	26-Sep-06	DALE RESOURCES, LLC
TX2200662-000	Croxdale, Jack R	James, William Addition	Block D	Lots 7 & 8	D206343207	26-Sep-06	DALE RESOURCES, LLC
TX0064749-000	Carmona, Artemio Etux Sofia Hernandez	Gardner To Poly Addition	Block 6	Lots 2 & 3	D206341020	27-Sep-06	DALE RESOURCES, LLC
TX2201890-000	Ramirez, Teadulo & Juanita Garay	Vickery Heights Addition	Block	Lots 29 & 30	D206340994	29-Sep-06	DALE RESOURCES, LLC
TX2200799-000	Adams, Edna Jean Thomason	Essex Place Addition		N. 1' of Lot 8 & S. 49' of Lot 9	D206343049	2-Oct-06	DALE RESOURCES, LLC
TX2201447-000	York, Leroy	Groth, W L Subdivision	Block	Lots 2 & 3	D206340905	3-Oct-06	DALE RESOURCES, LLC
TX2201447-000	York, Leroy	Hawkins, W E Addition	Block	Lot 31	D206340905	3-Oct-06	DALE RESOURCES, LLC
TX2202574-000	York, Joyce Ann	Essex Place Addition		Portion of Lots 2 and 3	D206341019	3-Oct-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	Lot 1	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	Lots 4 & E90.15' of Lots 5 Thru 7	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy	Gardner To Poly Addition	Block 6	E91' of Lot 8	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy	Vanriper, John Survey	Block	A 1590 Tr 27D	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy	Vickery Heights Addition	Block	Lots 23 & 24	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy J	Conner, T H Addition	Block	S65' of Lot 14	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX2207486-000	York, Leroy J	Vanriper, John Survey	Block	A 1590 Tr 27	D206342450	3-Oct-06	DALE RESOURCES, LLC
TX2200385-000	Meza, Armando Eutx Maria	Gardner To Poly Addition	Block 6	W91' of Lot 8	D206342761	10-Oct-06	DALE RESOURCES, LLC
TX2200825-000	Chavez, Emelie & Irene Z	Gardner To Poly Addition	Block 5	Lot 7	D206342762	10-Oct-06	DALE RESOUCRES, LLC
TX2202394-000	Chavez, Umbano Etux Herlinda	Gardner To Poly Addition	Block 6	W91' of Lot 7	D206342760	10-Oct-06	DALE RESOURCES, LLC
TX2202571-000	Escutia, Ygnacio etux Tereza	Essex Place Addition		Lots 21 & 22	D206342763	12-Oct-06	DALE RESOURCES, LLC
TX2201318-000	Molina, Jose & Lorenza Ayala	Morrells Subdivision	Block	Lot 3	D206343047	13-Oct-06	DALE RESOURCES, LLC
TX2201337-000	Lopez, Juan Molinero etux Natividad Ayala	Essex Place Addition		Lots 6 & 23	D206343045	13-Oct-06	DALE RESOURCES, LLC
TX2200675-000	Clay, Damon A	Gardner To Poly Addition	Block 3	Lot 3 & 4	D206343046	16-Oct-06	DALE RESOURCES, LLC
TX2201656-000	Gilliland, Michael Joe	James, William Addition	Block K	Lot 4	D206343058	26-Oct-06	DALE RESOURCES, LLC
TX0051896-000	Ruiz, Micaela Delarosa & Dulce Maria Ruiz	Vickery Heights Addition	Block	Lots 14 & 15	D206401592	31-Oct-06	DALE RESOURCES, LLC
TX0051398-000	Magallanes, Rene Etux Susan	Gardner To Poly Addition	Block 1	N50' of the S150' of Lot 2	D206408403	9-Nov-06	DALE RESOURCES, LLC
TX0052982-000	Zalazar, Pedro	Gardner To Poly Addition	Block 6	Lot 9	D206398388	16-Nov-06	DALE RESOURCES, LLC
TX0053235-000	Williamson, Joyce A	James, William Addition	Block D	Lots 5 & 6	D206385175	16-Nov-06	DALE RESOURCES, LLC
TX0054296-000	Swords, Logan	Conner, T H Addition	Block	Lots 15 & N23' of Lot 14	D206404731	17-Nov-06	DALE RESOURCES, LLC
TX0056556-000	Rodriguez, Rigoberto Etux Marie	James, William Addition	Block A	Lot 3	D207011541	27-Nov-06	DALE RESOURCES, LLC
TX0054200-000	Ritchey, Carol	Essex Place Addition	Block	Lot 48	D206405257	29-Nov-06	DALE RESOURCES, LLC
TX0054226-000	Magallanes, Eloisa	Conner, S A Addition	Block	Lots 35 & 36	D206405258	29-Nov-06	DALE RESOURCES, LLC
TX0057370-000	Clay, Damon A	Gardner To Poly Addition	Block 3	Lot 2	D207009771	29-Nov-06	DALE RESOURCES, LLC
TX0076379-000	Bran-Dan Partnership Llc	Colonial Manor Addition	Block 1	Lot 1R	D206405390	7-Dec-06	DALE RESOURCES, LLC
TX0051621-000	Mediola, Jose G & Maria DeJesus Allard	James, William Addition	Block K	Lot 3C	D207004211	8-Dec-06	DALE RESOURCES, LLC
TX0051622-000	Mendiola, Jose G. etux Veronica Castro	Essex Place Addition		Lot 24	D207004210	8-Dec-06	DALE RESOURCES, LLC
TX0056388-000	Gonzales, Maria Luz Leon	Vickery Heights Addition	Block	Lots 25 & 26	D207030645	20-Dec-06	DALE RESOURCES, LLC
TX0058203-000	Santiesteban, Honorio N Etux Yolanda	Conner, S A Addition	Block	Lots 12 Thru 15	D207018480	26-Dec-06	DALE RESOURCES, LLC

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated August 10, 2008
Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0055978-000	Henderson, Lena	Essex Place Addition		N. 38.5' of Lot 5	D207018478	27-Dec-06	DALE RESOURCES, LLC
TX0058143-000	Nerio, Roberto Etux Bertha	Conner, S A Addition	Block	Lots 37 Thru 40	D207049925	30-Dec-06	DALE RESOURCES, LLC
TX0058781-000	Brauer, Kent Alan	Essex Place Addition		Lot 39	D207043563	30-Dec-06	DALE RESOURCES, LLC
TX0059694-000	Reyes, Elizabeth N	Vickery Heights Addition	Block	Lots 9 Thru 11	D207055149	31-Dec-06	DALE RESOURCES, LLC
TX0058759-000	Cardoza-Chairez, Carlos	Conner, S A Addition	Block	Lots 43 & 44	D207043561	16-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058770-000	Nerio, Roberto Etux Bertha	Vickery Heights Addition	Block	Lots 7 & 8	D207043562	16-Jan-07	DALE RESOURCES, LLC
TX0058720-000	Villanueva, Vincente Delgado	Gardner To Poly Addition	Block 3	Lot 7	D207043558	22-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058749-000	Angel, Francisco R Etux Elisa	Vickery Heights Addition	Block	Lots 5 & 6	D207043560	22-Jan-07	DALE PROPERTY SERVICES, LLC
TX0059679-000	Searcy, Marianne	Vickery Heights Addition	Block	Lots 16 & 17	D207055260	22-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058697-000	Alanis, Cruz J	Conner, S A Addition	Block	Lots 41 & 42	D207043556	23-Jan-07	DALE RESOURCES, LLC
TX0059695-000	Ownbey, Kenney W	Gardner To Poly Addition	Block 2	Lot 2	D207055148	23-Jan-07	DALE RESOURCES, LLC
TX0059695-000	Ownbey, Kenney W	Gardner To Poly Addition	Block 4	Lot 2	D207055148	23-Jan-07	DALE RESOURCES, LLC
TX0058646-000	Benitez, Jose Sanchez Etux Melissa Flores	Gardner To Poly Addition	Block 4	Lot 7	D207043578	24-Jan-07	DALE PROPERTY SERVICES, LLC
TX0059099-000	Tanner, Bertha Odell			Lot 7	D207043569	24-Jan-07	DALE RESOURCES, LLC
TX0082609-000	Mancia, Jesus Erlimdo	Gardner To Poly Addition	Block 6	Lot 4A	D207281881	25-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058428-000	Perez, Sergio Etux Cynthia	Vickery Heights Addition	Block	Lots 12 & 13	D207048261	26-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058392-000	Medrano, Roy Etux Elvia	Gardner To Poly Addition	Block 2	N50' of the E50' of Lot 2 & N50' of Lot 3	D207048253	27-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058392-000	Medrano, Roy Etux Elvia	Gardner To Poly Addition	Block 3	Lot 1	D207048253	27-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058396-000	TLP Properties Llc	Conner, S A Addition	Block	Lots 62 & 63	D207048254	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0058456-000	Porras, Odon Etux Mariecela	James, William Addition	Block J W1/2	Lot	D207048265	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0062415-000	Richards, Elnoria	Vickery Heights Addition	Block	Lots 43 & 44	D207073533	31-Jan-07	DALE RESOURCES, LLC
TX0062476-000	Arbaiza, Francisco & Vilma	Gardner To Poly Addition	Block 1	S100' of the S150' of Lot 2	D207073528	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0062903-000	Torres, Jose Guadalupe etux Teresa Chavez	Essex Place Addition		Lot 40	D207079747	31-Jan-07	DALE PROPERTY SERVICES, LLC
TX0062483-000	Hamilton, Robert D Etux Tawana	Essex Place Addition	Block	Lots 36 & N10.5' of Lot 35	D207073530	3-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062483-000	Hamilton, Robert D Etux Tawana	James, William Addition	Block J E1/2	Lot	D207073530	3-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062422-000	Camarillo, Ezequiel Etux Alma Del	Essex Place Addition	Block	N40' of Lot 32 & S10' of Lot 33	D207073534	7-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062487-000	Alonzo, Daniel	Essex Place Addition	Block	N1' of Lot 9 & S44' of Lot 10 & N26' of Lot 11	D207073531	7-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062481-000	Alonso, Nora	Essex Place Addition	Block	N40' of Lot 31 & S10' of Lot 32	D207073529	8-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062488-000	Williams, Orange R	Conner, T H Addition	Block	Lot 11	D207073532	9-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062912-000	Ortiz, Sergio	Vickery Heights Addition	Block	Lots 33 & 34	D207079744	13-Feb-07	DALE PROPERTY SERVICES, LLC
TX0062473-000	Santos, Rogelio	Gardner To Poly Addition	Block 5	Lot 3	D207073527	14-Feb-07	DALE PROPERTY SERVICES, LLC
TX0063112-000	Castañeda, Laura	Conner, T H Addition	Block	Lot 17	D207082753	23-Feb-07	DALE PROPERTY SERVICES, LLC
TX0065242-000	Rodriguez, Enrique Etux Cecilia	Vickery Heights Addition	Block	Lots 1, 2 & N5' of Lot 3	D207099757	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0065249-000	Andino, Modesta	Essex Place Addition		Lot 38	D207099764	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0065252-000	Macias, Fransisco etux Fracisca	Essex Place Addition		Lot 25	D207099767	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0069331-000	Loredo, Janice D	Conner, T H Addition	Block	Lots 7 & 8	D207142365	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0073023-000	Compton, Betty Guidonia	Conner, T H Addition	Block	Lot 9	D207190182	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0091658-000	Rincon-Alvarez, Luis I Etux Patricia Herrera-Campos	Vickery Heights Addition	Block	Lots 45 & 46	D207355290	27-Feb-07	DALE PROPERTY SERVICES, LLC
TX0065248-000	Garcia, Armando Alcala Etux Bertha Aurora	Gardner To Poly Addition	Block 6	Lot 12	D207099763	5-Mar-07	DALE PROPERTY SERVICES, LLC
TX0065532-000	Leyva, Miguel	James, William Addition	Block A	Lot 2	D207102013	9-Mar-07	DALE PROPERTY SERVICES, LLC
TX0070052-000	Rameriz, Camilo	Gardner To Poly Addition	Block 3	Lots 8 & N5' of Lot 7	D207149628	14-Mar-07	DALE PROPERTY SERVICES, LLC
TX0070900-000	Torres, Margarita Veloz	Conner, S A Addition	Block	Lots 25 Thru 27	D207160203	14-Mar-07	DALE PROPERTY SERVICES, LLC
TX0070905-000	Veloz, Margarita & Erika Torres	Conner, T H Addition	Block	W145' of Lot 16	D207160202	14-Mar-07	DALE PROPERTY SERVICES, LLC
TX0070402-000	Gomez, Juanita	Vickery Heights Addition	Block	Lots 39 & 40	D207150013	15-Mar-07	DALE PROPERTY SERVICES, LLC
TX0067870-000	Cushman, James	Boaz & Dillow Addition	Block 7	W18' of Lot 18	D207125958	16-Mar-07	DALE PROPERTY SERVICES, LLC

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated August 10, 2008
Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0067871-000	Cushman, James	Boaz & Dillow Addition	Block 7	W48' of Lot 17	D207125959	16-Mar-07	DALE PROPERTY SERVICES, LLC
TX0070963-000	Baker, Jimmie Lee & Arhtur L. Baker	Conner, S A Addition	Block	Lots 33 & 34	D207160186	21-Mar-07	DALE PROPERTY SERVICES, LLC
TX0070451-000	Benson, Johnnie M	Beach Industrial District	Block 1	Lot 1	D207150028	27-Mar-07	DALE PROPERTY SERVICES, LLC
TX0070415-000	Perez, Anastacio	Gardner To Poly Addition	Block 5	Lot 12	D207150017	28-Mar-07	DALE PROPERTY SERVICES, LLC
TX0071740-000	Sprawls, Leonard Ledbetter	Essex Place Addition		portion of Lots 3 & 4	D207169995	30-Apr-07	DALE PROPERTY SERVICES, LLC
TX0073949-000	Delp, Gertrude	Conner, S A Addition	Block	Lots 45 & 46	D207197054	10-May-07	DALE PROPERTY SERVICES, LLC
TX0072217-000	Anderson, David L	Gardner To Poly Addition	Block 2	S150' of the E67' of Lot 3	D207177456	12-May-07	DALE PROPERTY SERVICES, LLC
TX0072214-000	Ortiz, Joel A Etux Celia	Conner, S A Addition	Block	Lots 6 Thru 8	D207177459	14-May-07	DALE PROPERTY SERVICES, LLC
TX0074093-000	Helms, Danny L	Essex Place Addition		N. 45' of Lot 2	D207179186	15-May-07	DALE PROPERTY SERVICES, LLC
TX0072215-000	Gatton, Jessica R Etvir Michael	Gardner To Poly Addition	Block 4	Lot 1	D207177458	17-May-07	DALE PROPERTY SERVICES, LLC
TX0073868-000	Barrera, Jesus Etux Mirna	Essex Place Addition	Block	Lot 44	D207198786	28-May-07	DALE PROPERTY SERVICES, LLC
TX0074632-000	Guerra, Guillermo Etux Carmen	Vickery Heights Addition	Block	Lots 35 & 36	D207204248	29-May-07	DALE PROPERTY SERVICES, LLC
TX0074996-000	Guerra, Carmen Allvaredo	Greve Addition	Block	Lot 8	D207217328	29-May-07	DALE PROPERTY SERVICES, LLC
TX0074996-000	Guerra, Carmen Allvaredo a/k/a Carmen Guerra	Hawkins, W E Addition	Block	N50' of the E126' of Lot 33	D207217328	29-May-07	DALE PROPERTY SERVICES, LLC
TX0073869-000	Othman, Amal	Conner, S A Addition	Block	Lots 9 Thru 11	D207198785	31-May-07	DALE PROPERTY SERVICES, LLC
TX0073902-000	Garay, Santos etux Nelly	Essex Place Addition		Lot 41	D207198750	31-May-07	DALE PROPERTY SERVICES, LLC
TX0074347-000	Rodriguez, Ignacio	James, William Addition	Block B	Lot 2	D207207079	31-May-07	DALE PROPERTY SERVICES, LLC
TX0073906-000	Mahmoud, Mousa	Conner, T H Addition	Block	Lot 5	D207198746	1-Jun-07	DALE PROPERTY SERVICES, LLC
TX0074953-000	Austin, James N Jr	Boaz & Dillow Addition	Block 9	Lot 7	D207216893	5-Jun-07	DALE PROPERTY SERVICES, LLC
TX0105001-000	Butler, James	Boaz & Dillow Addition	Block 9	N115' of Lots 16 Thru 19	D207216893	5-Jun-07	DALE PROPERTY SERVICES, LLC
TX0074751-000	Harris, Joseph S	Conner, T H Addition	Block	Lots 1 Thru 3	D207210655	12-Jun-07	DALE PROPERTY SERVICES, LLC
TX0079379-000	Rios, Maria E a/k/a Elvira Rios	Greve Addition	Block	Lots 10 & 11	D207258924	13-Jun-07	DALE PROPERTY SERVICES, LLC
TX0079625-000	Arcos, Ramon Etux Alma Guadalupe	Conner, S A Addition	Block	Lots 47 & 48	D207259081	13-Jul-07	DALE PROPERTY SERVICES, LLC
TX0083081-000	S R Davidson Family Lp	Boaz & Dillow Addition	Block 9	W37.5' of Lot 3	D207291698	17-Jul-07	DALE PROPERTY SERVICES, LLC
TX0088107-000	Atkins, Linda L	Gardner To Poly Addition	Block 4	Lots 9 & s35' of Lot 10	D207333584	17-Jul-07	DALE PROPERTY SERVICES, LLC
TX0088107-000	Atkins, Linda L	James, William Addition	Block A	Lot 1	D207333584	17-Jul-07	DALE PROPERTY SERVICES, LLC
TX0079776-000	Palomares, Juan Etux Rita M	Boaz & Dillow Addition	Block 10	Lot 4	D207263373	18-Jul-07	DALE PROPERTY SERVICES, LLC
TX0080536-000	Phares, Sammie	Gardner To Poly Addition	Block 4	Lots 12 & N35' of Lot 11	D207268439	23-Jul-07	DALE PROPERTY SERVICES, LLC
TX0083818-000	Torres, Hortencia	Gardner To Poly Addition	Block 4	Lot 6	D207294182	27-Jul-07	DALE PROPERTY SERVICES, LLC
TX0086162-000	Monjaraz, Rene Etux Lydia Soto	James, William Addition	Block K	Lots 2A & 3A	D207305548	14-Aug-07	DALE PROPERTY SERVICES, LLC
TX0088176-000	Weathered, Beverly Etvir Jerry	Vanriper, John Survey	Block	A 1590 Tr 26	D207326509	20-Aug-07	DALE PROPERTY SERVICES, LLC
TX0086261-000	Zaragoza, Gilberto V Etux Andrea H	Boaz & Dillow Addition	Block 3	Lot 16	D207307177	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0086263-000	Souvannasane, Khamphou	Boaz & Dillow Addition	Block 6	Lot 16	D207307176	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0086264-000	Ramirez, Juan Etux Esperanza Moreno	Conner, S A Addition	Block	Lots 31 & 32	D207307175	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0086468-000	Elser, Douglas R				D207318521	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087944-000	Hernandez, Jesus Etux Elva	Vanriper, John Survey	Block	A 1590 Tr 26A	D207323329	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087944-000	Hernandez, Jesus Etux Elva L	Vanriper, John Survey	Block	A 1590 Tr 27E	D207323329	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0092204-000	Mandujano, Lorenzo Etux Rosa	James, William Addition	Block H	W1/2 of Lot 12	D207303619	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0092622-000	Ali, Mohammed Sohrab etux Diane L	J. Van Riper Survey		A-1590	D207359797	22-Aug-07	DALE PROPERTY SERVICES, LLC
TX0088156-000	Escobedo, Erlinda	Vanriper, John Survey	Block	A 1590 Tr 27B	D207326505	27-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087217-000	Gaucin, Juan Francis Etux Oralia Borjon	Boaz & Dillow Addition	Block 3	E35' of Lots 2 & 3	D207322681	28-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087205-000	Garcia, Miguel Angel Etux Rosa Maria Barboza	Boaz & Dillow Addition	Block 2	Lots 13 & 14	D207322688	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087206-000	Barboza, Flor	Boaz & Dillow Addition	Block 2	Lot 12	D207322687	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087207-000	Calton, Pearlie M	Boaz & Dillow Addition	Block 3	Lots 4 & W1/2 of Lot 5	D207322686	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087209-000	Munoz, Candelario D Etux Donna H	Boaz & Dillow Addition	Block 9	Lot 9	D207322685	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087211-000	Borjon, Luis Etux Rosa	Boaz & Dillow Addition	Block 7	Lot 8	D207322684	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087213-000	Garza, Corando Etux Maria a/k/a Maria De La Paz Aguilar	Greve Addition	Block	Lot 12	D207322683	29-Aug-07	DALE PROPERTY SERVICES, LLC

Exhibit "A"

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Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0087215-000	Chavez, Pastora	Greve Addition	Block	Lot 15 Less SW 40'x60'	D207322682	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087230-000	Borjon, Humberto	Boaz & Dillow Addition	Block 3	Lot 11	D207322679	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087232-000	Stark, Bobby Gene	Boaz & Dillow Addition	Block 7	Lot 6	D207322678	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0087741-000	Hernandez, Justo Cayetano Etux Mayra H	Boaz & Dillow Addition	Block 6	Lot 9	D207326507	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0088175-000	Aguilar, Juan	Vanriper, John Survey	Block	A 1590 Tr 30A	D207326508	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0088651-000	Hoskins, Linda Jean	Bucy, A M Subdivision	Block	Lot 3	D207322695	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0089169-000	Ruiz, Gustavo	Boaz & Dillow Addition	Block 2	Lots 2B & 3	D207337103	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0089175-000	Roberts, Juanita U	Boaz & Dillow Addition	Block 3	Lots 19 Thru 21	D207337104	29-Aug-07	DALE PROPERTY SERVICES, LLC
TX0480715-001	Arambula, Lener & Filberto	Greve Addition	Block	Lot 5	D208133718	5-Sep-07	PALOMA BARNETT, LLC
TX0092614-000	Ayala, Maria	Essex Place Addition		S. 49' of Lot 8	D207359796	7-Sep-07	DALE PROPERTY SERVICES, LLC
TX0092657-000	Velazquez, Jose A Etux Antonia	Boaz & Dillow Addition	Block 8	Lots 5 & E1/2 of Lot 4	D207359793	18-Sep-07	DALE PROPERTY SERVICES, LLC
TX0090820-000	Croft Management Inc	Boaz & Dillow Addition	Block 3	Lots 7 Thru 10 & E1/2 of Lot 6	D207409185	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0091358-000	Zamora, Lydia Irma f/k/a Lydia I Cardoza	James, William Addition	Block B	Lot 9	D207353493	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0092971-000	Soto, Cenonita Serna Etvir Miguel	Boaz & Dillow Addition	Block 7	Lot 19	D207353496	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0093105-000	Soto, Cenonita Serna Etvir Miguel	Boaz & Dillow Addition	Block 10	Lot	D207353497	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0095770-000	Martinez, Margarito Javier Etux Magdalena Soto	Conner, S A Addition	Block	Lots 56 & 57	D207359792	19-Sep-07	DALE PROPERTY SERVICES, LLC
TX0095712-000	Iniguez, Hugo Etux Emerita Iniguez	Gardner To Poly Addition	Block 5	Lot 1	D207384634	23-Sep-07	DALE PROPERTY SERVICES, LLC
TX0092921-000	Sanchez, Fransisco Etux Rachel	Boaz & Dillow Addition	Block 9	Lot 1	D207364992	26-Sep-07	DALE PROPERTY SERVICES, LLC
TX0093078-000	Gaddy, Betty a/k/a Betty Collins	Boaz & Dillow Addition	Block 7	Lots 21 & 22	D207364787	26-Sep-07	DALE PROPERTY SERVICES, LLC
TX0095282-000	Cap H Investments Llc	Gardner To Poly Addition	Block 5	Lot 6	D207380959	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0096710-000	Sanchez, David Etux Lourdes	Boaz & Dillow Addition	Block 2	Lot 11	D207384638	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0098171-000	Cap H Investments Llc	Bucy, A M Subdivision	Block	Lot 4	D207380959	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0098171-000	Cap H Investments Llc	Bucy, A M Subdivision	Block	Lot 5	D207403914	11-Oct-07	DALE PROPERTY SERVICES, LLC
TX0096709-000	Allard, Laura	Essex Place Addition	Block	Lot 50	D207384639	13-Oct-07	DALE PROPERTY SERVICES, LLC
TX0098732-000	Saueda, Juan Jr. Etux Elizabeth	Boaz & Dillow Addition	Block 6	Lots 1 & W1/2 of Lot 2	D207409185	16-Oct-07	DALE PROPERTY SERVICES, LLC
TX0098869-000	Romero, Juan & Maria De Jesus	Anderson Sub Of Van Riper Addn	Block	Lot 6	D207409200	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0100598-000	Romero, Juan Etux Maria	Boaz & Dillow Addition	Block 6	Lot 6	D207416322	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0100598-000	Romero, Maria & Juan	Vanriper, John Survey	Block	A 1590 Tr 22	D207416322	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0100600-000	Romero, Juan Etux Maria	Boaz & Dillow Addition	Block 6	Lot 7	D207416325	22-Oct-07	DALE PROPERTY SERVICES, LLC
TX0044942-000	Arambula, Filiberto Etux Enedi	Greve Addition	Block	Lot 9	D208031884	27-Oct-07	PALOMA BARNETT, LLC
TX0044085-000	Favela, Jaime & Ma De Jesus	Boaz & Dillow Addition	Block 7	Lot 14	D208028177	29-Oct-07	PALOMA BARNETT, LLC
TX0098137-000	Ma, Eliza Yuk-Kuen & Leona King-Yan Cheah	Boaz & Dillow Addition	Block 7	Lot 16	D207399717	30-Oct-07	DALE PROPERTY SERVICES, LLC
TX0101203-000	Hernandez, Jesus Etux Elva L	Vanriper, John Survey	Block	A 1590 Tr 27E	D207423830	30-Oct-07	DALE PROPERTY SERVICES, LLC
TX2207488-000	York, Leroy	Gardner To Poly Addition	Block 5	Lot 5	D208038239	31-Oct-07	PALOMA BARNETT, LLC
TX0101159-000	Rodriguez, Manuel	Boaz & Dillow Addition	Block 3	Lot 13	D207433616	2-Nov-07	DALE PROPERTY SERVICES, LLC
TX0102167-000	Alonso, Efrain Etux Maria	Boaz & Dillow Addition	Block 2	Lot 10	D207441258	14-Nov-07	DALE PROPERTY SERVICES, LLC
TX0044579-000	Swinford, Michael Etux Shelia	Boaz & Dillow Addition	Block 8	W1/2 of Lot 15 & 16	D208030443	23-Nov-07	PALOMA BARNETT, LLC
TX0045146-000	Caruthers, Claudia	Boaz & Dillow Addition	Block 10	Lot 19R	D208032702	24-Nov-07	PALOMA BARNETT, LLC
TX0047214-000	Nerio, Victor Etux Conrada	Boaz & Dillow Addition	Block 3	Lot 15	D208114175	24-Nov-07	PALOMA BARNETT, LLC
TX0044397-000	Salazar, Pedro Etal	Greve Addition	Block	Lot 7	D208029945	26-Nov-07	PALOMA BARNETT, LLC
TX0048370-000	Chowdhury, Shahnaz Begum	Boaz & Dillow Addition	Block 10	Lot 20R	D208080066	26-Nov-07	PALOMA BARNETT, LLC
TX0044575-000	Lopez, Maria Pilar	Boaz & Dillow Addition	Block 9	Lot 6	D208030439	27-Nov-07	PALOMA BARNETT, LLC
TX0103289-000	Villarreal, Maria Norma a/k/a Maria Norma Ruiz	Boaz & Dillow Addition	Block 2	Lots 1 & W40' of Lot 2	D207449836	27-Nov-07	DALE PROPERTY SERVICES, LLC
TX0102511-000	Romero, Jose Etux Martha	Boaz & Dillow Addition	Block 3	Lots 1 & W15' of Lot 2	D207441151	28-Nov-07	DALE PROPERTY SERVICES, LLC
TX0106891-000	Thonesavanh, Thongsy	Boaz & Dillow Addition	Block 6	Lot 15	D208019933	28-Nov-07	DALE PROPERTY SERVICES, LLC
TX0047507-000	Preciado, Guadalupe	James, William Addition	Block D	Lot 9	D208064850	29-Nov-07	PALOMA BARNETT, LLC
TX0049105-000	Romero, Evangelina S	Boaz & Dillow Addition	Block 7	Lot 15	D208112465	7-Dec-07	PALOMA BARNETT, LLC
TX0105419-000	Wendler, David Hugh Etux Amy	Boaz & Dillow Addition	Block 8	Lots 1 & 2	D208011405	7-Dec-07	DALE PROPERTY SERVICES, LLC
TX0105001-000	Butler, James	Boaz & Dillow Addition	Block 9	Lots 14 & 15	D207456810	12-Dec-07	DALE PROPERTY SERVICES, LLC

Exhibit "A"

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CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
TX0105015-000	Warner, James	James, William Addition	Block C	Lot 3	D207455246	13-Dec-07	DALE PROPERTY SERVICES, LLC
TX0104414-000	Rubio, Silviano M & Maria D	James, William Addition	Block B	Lot 3	D207455097	14-Dec-07	DALE PROPERTY SERVICES, LLC
TX0047409-000	Roberts, Eric J	Boaz & Dillow Addition	Block 3	Lot 14	D208063708	17-Dec-07	PALOMA BARNETT, LLC
TX0104577-000	Nix, Jessie M	Boaz & Dillow Addition	Block 6	Lot 14	D208003373	18-Dec-07	DALE PROPERTY SERVICES, LLC
TX0104846-000	White, Robert Allen	Groth, W L Subdivision	Block	Lot 1	D208004991	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX0104852-000	Leija, Edward	Bucy, A M Subdivision	Block	Lot 2	D208004988	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX0106919-000	Steptoe, Marion H Etvir Johnny M	Boaz & Dillow Addition	Block 9	N115' of Lot 20	D208019755	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX0106921-000	Steptoe, Marion H Etvir Johnny M	Boaz & Dillow Addition	Block 9	Lot 21	D208019750	19-Dec-07	DALE PROPERTY SERVICES, LLC
TX0105372-000	Rodriguez, Alcides Etux Olga	Boaz & Dillow Addition	Block 6	Lot 8	D208011410	20-Dec-07	DALE PROPERTY SERVICES, LLC
TX0104576-000	Dolman, Billy George	James, William Addition	Block D	Lot 10	D208003372	21-Dec-07	DALE PROPERTY SERVICES, LLC
TX0105543-000	Cardoza, Luis Etux Veronica Carmona	Gardner To Poly Addition	Block 6	Lot 6A	D208010320	21-Dec-07	DALE PROPERTY SERVICES, LLC
TX0104753-000	Watson, Milagros S	Gardner To Poly Addition	Block 5	Lot 8	D208004986	26-Dec-07	DALE PROPERTY SERVICES, LLC
TX0113414-000	Galvan, Jaime Javier Etux Sandra Etal	Morrells Subdivision	Block	Lot 2 of Lot 1 of Essex	D208099904	3-Jan-08	DALE PROPERTY SERVICES, LLC
TX0107152-000	Plasencia, Joel J	Boaz & Dillow Addition	Block 8	Lot 18	D208021538	14-Jan-08	DALE PROPERTY SERVICES, LLC
TX0047684-000	Williams, Lawrence	Boaz & Dillow Addition	Block 7	N70' of Lot 10	D208065989	17-Jan-08	PALOMA BARNETT, LLC
TX0107239-000	Montelongo, Jose Noe Etux Norma Mayela	Boaz & Dillow Addition	Block 8	Lot 6 & W6' of Lot 7	D208026360	21-Jan-08	DALE PROPERTY SERVICES, LLC
TX0108295-000	Munoz, Donna Hoyle	Boaz & Dillow Addition	Block 9	Lot 8	D208040826	28-Jan-08	DALE PROPERTY SERVICES, LLC
TX0109381-000	Mian, Nighat T	Vanriper, John Survey	Block	A 1590 Tr 32	D208055002	1-Feb-08	DALE PROPERTY SERVICES, LLC
TX0111099-000	Romero, Maria Etvir Manuel	Vanriper, John Survey	Block	A 1590 Tr 28	D208073813	9-Feb-08	DALE PROPERTY SERVICES, LLC
TX0112386-000	Hatzes, Jimmy a/k/a Dimitri Hatzes	James, William Addition	Block K	Lots 1 Thru 3	D208087905	19-Feb-08	DALE PROPERTY SERVICES, LLC
TX0048822-000	Resendiz, Jose Etux Maria	Boaz & Dillow Addition	Block 10	Lots 1 & 2	D208096429	21-Feb-08	PALOMA BARNETT, LLC
TX0112466-000	Souvannasane, Khamphene Joy	Boaz & Dillow Addition	Block 7	Lots 7 & E4' of Lot 6	D208090958	7-Mar-08	DALE PROPERTY SERVICES, LLC
TX0112509-000	Souvannasane, Khamphou	Boaz & Dillow Addition	Block 7	Lot 9	D208090961	7-Mar-08	DALE PROPERTY SERVICES, LLC
TX0112526-000	Hernandez, Agustin	Boaz & Dillow Addition	Block 10	Lot 5	D208090977	11-Mar-08	DALE PROPERTY SERVICES, LLC
TX0113372-000	Jones, Rayble E Jr	Boaz & Dillow Addition	Block 9	N65' of Lots 10 & 11	D208099905	14-Mar-08	DALE PROPERTY SERVICES, LLC
TX0115182-000	Ramirez, Pablo L	Conner, S A Addition	Block	Lots 54 & 54	D208123011	19-Mar-08	DALE PROPERTY SERVICES, LLC
TX0116626-000	Romero, Martin etux Myrna	Greve Addition		S. 50' of Lot 1, save & except the E. 16'	D208141682	20-Mar-08	DALE PROPERTY SERVICES, LLC
TX0114588-000	Sandoval, Rebeca	Vickery Heights Addition	Block	Lots 20 Thru 22	D208115533	25-Mar-08	DALE PROPERTY SERVICES, LLC
TX0114143-000	Alvarado, Alfredo	Boaz & Dillow Addition	Block 2	Lots 2B & 3	D208112340	26-Mar-08	DALE PROPERTY SERVICES, LLC
TX0114388-000	Stegger, Eddie Etux Bessie	Boaz & Dillow Addition	Block 7	N70' of Lot 11	D207109990	26-Mar-08	DALE PROPERTY SERVICES, LLC
TX0116837-000	Alexander, Edward D M	James, William Addition	Block D	Lot 4	D208141585	1-Apr-08	DALE PROPERTY SERVICES, LLC
TX0116826-000	Eliza Investments, LP	Boaz & Dillow Addition	Block 10	Lots 8 & 9	D208141665	9-Apr-08	DALE PROPERTY SERVICES, LLC
TX0117339-000	Duran, Salvador Munoz Etux Esperanza	Boaz & Dillow Addition	Block 7	Lot 10	D208150349	21-Apr-08	DALE PROPERTY SERVICES, LLC
TX0119142-000	Reyes, Juan Etux Martha	Boaz & Dillow Addition	Block 7	Lot 12	D208175678	3-May-08	DALE PROPERTY SERVICES, LLC
TX0119533-000	Johnson, Robert	Boaz & Dillow Addition	Block 6	Lots 17 & 18	D208179980	9-May-08	DALE PROPERTY SERVICES, LLC
TX0119531-000	Perez, Sebastian Etux Arcelia Tolentino	Boaz & Dillow Addition	Block 3	Lot 18	D208179978	10-May-08	DALE PROPERTY SERVICES, LLC
TX0119532-000	Perez, Sebastian Etux Arcelia Tolentino	Boaz & Dillow Addition	Block 3	Lot 17	D208179979	10-May-08	DALE PROPERTY SERVICES, LLC
TX0124226-000	Romero, Ramon Jr. Etux Veronica	Boaz & Dillow Addition	Block 6	Lots 22 7 W15' of Lot 21	D208211880	21-May-08	DALE PROPERTY SERVICES, LLC
TX0124229-000	The Ramon Romero Corporation, Inc	Boaz & Dillow Addition	Block 8	Lot 8 & E44' of Lot 7	D208211882	21-May-08	DALE PROPERTY SERVICES, LLC
TX0124851-000	Ramero, Raymond Etux Maria Refugio	Boaz & Dillow Addition	Block 6	W15' of Lot 20 & E35' of Lot 21	D208212692	21-May-08	DALE PROPERTY SERVICES, LLC
TX0124853-000	Romero, Ramon Etux Maria	Anderson Sub Of Van Riper Addn	Block	Lot 5	D208212694	21-May-08	DALE PROPERTY SERVICES, LLC
TX0124964-000	Ramero, Raymond Etux Maria Refugio	Boaz & Dillow Addition	Block 6	Lots 19 & E35' of Lot 20	D208212692	21-May-08	DALE PROPERTY SERVICES, LLC
TX0125190-000	Vega, Profirio H Etux Teresa M	Conner, T H Addition	Block	W145' of Lot 18	D208214102	21-May-08	DALE PROPERTY SERVICES, LLC
TX0125192-000	Vega, Julio C Etux Maria	James, William Addition	Block B	Lot 8	D208214103	21-May-08	DALE PROPERTY SERVICES, LLC
TX0125663-000	The Ramon Romero Corporation, Inc	Boaz & Dillow Addition	Block 8	Lot 17	D208235323	21-May-08	DALE PROPERTY SERVICES, LLC
TX0124262-000	Garza, Enrique Etux Erlinda	Boaz & Dillow Addition	Block 9	Lot 5	D208212861	22-May-08	DALE PROPERTY SERVICES, LLC
TX0124279-000	Garza, Enrique L & Erlinda	Boaz & Dillow Addition	Block 9	Lot 3	D208212862	22-May-08	DALE PROPERTY SERVICES, LLC

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit for the Barney Robinson Unit dated August 10, 2008
Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

CHK Code	Owner Name	Addition	Block	Lot	Lease Filing	Lease Date	Lessee
N/A	Moreno, Miguel and Aracelia	Gardner To Poly Addition	Block 5	Lot 11	D208367367	23-May-08	GLENCREST RESOURCES
TX0124276-000	Adams, Billy D Etux Barbara J	Greve Addition	Block	Lot 14	D208212859	26-May-08	DALE PROPERTY SERVICES, LLC
TX0124278-000	Adams, Billy D Etux Barbara J	Greve Addition	Block	Lot 13	D208212860	26-May-08	DALE PROPERTY SERVICES, LLC
TX0125194-000	Mount Moriah Baptist Church	Boaz & Dillow Addition	Block 2	Lots 4 Thru 9	D208214104	2-Jun-08	DALE PROPERTY SERVICES, LLC
TX0125534-000	Lindquist, Jeffery Etux Teresa	Essex Place Addition	Block	Lot 46	D208232797	3-Jun-08	DALE PROPERTY SERVICES, LLC
TX0125766-000	Williams, Orange Ree	Conner, S A Addition	Block	Lots 18 Thru 20	D208231884	4-Jun-08	DALE PROERTY SERVICES
TX0125674-000	Valdez, Natalio Etux Evangelina Rosales	Boaz & Dillow Addition	Block 3	Lot 6	D208228652	5-Jun-08	DALE PROPERTY SERVICES, LLC
TX0127487-000	Avelar, Juan Carlos & David Avelar	Boaz & Dillow Addition	Block 10	Lot 7	D208261631	17-Jun-08	DALE PROPERTY SERVICES, LLC
TX0128311-000	Thomas, Charles Jr	Boaz & Dillow Addition	Block 10	Lot 12	D208261935	25-Jun-08	DALE PROPERTY SERVICES, LLC
TX0128310-000	Roman, Efrain Etuc Bertha	Conner, S A Addition	Block	Lots 60 & 61	D208261934	7-Jul-08	DALE PROPERTY SERVICES, LLC
N/A	Price, Ruth D	Gardner To Poly Addition	Block 5	Lot 10	D208367407	12-Jul-08	GLENCREST RESOURCES
N/A	Roman, Jose & Martha	Vickery Heights Addition		Lots 18 & 19	D208367396	19-Jul-08	GLENCREST RESOURCES
TX0130000-000	Wally Davis Homes, Inc	James, William Addition	Block B	Lot 4	D208285910	22-Jul-08	DALE PROPERTY SERVICES, LLC
TX0059119-000	The Estate of Joe R. Harvey	King & Hendricks Addition	Block 27		D207043573	24-Jan-07	DALE PROPERTY SERVICES, LLC

Exhibit B

Barney Robinson Unit

Being 203.899 acres of land located in the E.M. Daggett Survey, Abstract No. 431, the Wm. Mann Survey, Abstract No. 996, the McKinney & Williams Survey, Abstract No. 1112, the J. Ringer Survey, Abstract No. 1286, the J. Vanriper Survey, Abstract No. 1590 and the J. Armendarius Survey, Abstract No. 1773, Tarrant County, Texas, being the Oil, Gas and Mineral Lease to Dale Resources, LLC, Dale Property Services, LLC and to Paloma Barnett, LLC from Jesse L Croxdale and Christene A Croxdale Revocable Living Trust, recorded in CC#D206169393, from Adolfo Martinez, recorded in CC#D206300401, from Agustin Hernandez, recorded in CC#D208090977, from Alan Rich, recorded in CC#D206118319, from Alanis Cruz, recorded in CC#D207043556, from Alcides Rodriguez, recorded in CC#D208011410, from Alfredo Alvarado, recorded in CC#D208112340, from Amal Othman, recorded in CC#D207198785, from Anastacio Perez, recorded in CC#D207150017, from Armando A. Garcia, recorded in CC#D207099763, from Armando Jimenez, recorded in CC#D206252204, from Armando Meza, recorded in CC#D206342761, from Artemio Carmona, recorded in CC#D206341020, from Arthur Baker, recorded in CC#D207160186, from Barney Robinson, recorded in CC#D206346638, from Betty G. Compton, recorded in CC#D207190182, from Billy D. Adams, recorded in CC#D208212859 and CC#D208212860, from Billy G. Doleman, recorded in CC#D208003372, from Bobby Gene Stark, recorded in CC#D207322678, from Bran-Dan Partnership LLC, recorded in CC#D206405390, from Camilo Ramirez, recorded in CC#D207149628, from Candelario D. Munoz, recorded in CC#D207322685, from Cap. H Investments LLC, recorded in CC#D207380959 and CC#D207403914, from Carlos Cardoza-Chairez, recorded in CC#D207043561 and CC#D207217328, from Carmen Guerra, recorded in CC#D207204248, from Carol Ritchey, recorded in CC#D206405257, from Cenonita Soto, recorded in CC#D207353496, from Charles Beavers, recorded in CC#D206300394, from Charles Clayton Wilson, recorded in CC#D206244760, from Charles Thomas Jr, recorded in CC#D208261935, from Charles Wilson, recorded in CC#D206244760, from Christopher D. Johnson, recorded in CC#D206319444, from Christopher Smith, recorded in CC#D206261349, from City Vending Co Inc, recorded in CC#D208028231, from Claudia Caruthers, recorded in CC#D208032702, from Corando Garza, recorded in CC#D207322683, from Croft Management Inc, recorded in CC#D207409185, from Cruz J. Alanis, recorded in CC#D207043556, from Dai Hoang, recorded in CC#D206134508, from Damon A. Clay, recorded in CC#D206343046 and CC#D207009771, from Daniel Alonso, recorded in CC#D207073531, from David C. Anderson, recorded in CC#D206341018, from David L. Anderson, recorded in CC#D207177456, from David Sanchez, recorded in CC#D207384638, from David Wendler, recorded in CC#D208011405, from Dimitri Hatzes, recorded in CC#D208087905, from Donna Hoyle Munoz, recorded in CC#D208040826, from Douglas Elser, recorded in CC#D207318521, from Eddie Stegger, recorded in CC#D207109990, from Edna Thomason, recorded in CC#D206343049, from Edward Chavez, recorded in CC#D206300399, from Edward Leija, recorded in CC#D208004988, from Efrain Alonso, recorded in CC#D207441258, from Efrain Roman, recorded in CC#D208261934, from Eliza Investments LP, recorded in CC#D208141665, from Eliza Yuk-Kuen Ma, recorded in CC#D207399717, from Elizabeth Harrison, recorded in CC#D206319392, from Elizabeth N. Reyes, recorded in CC#D207055149, from Elnoria Richards, recorded in CC#D207073533, from Eloisa Magallanes, recorded in CC#D206405258, from Emelio Chavez, recorded in CC#D206342762, from Enrique L. Garza, recorded in CC#D208212862 and CC#D208212861, from Enrique Rodriguez, recorded in CC#D207099757, from Eric J. Roberts, recorded in CC#D208063708, from Evangelina Romero, recorded in CC#D208112465, from Everardo Velazquez, recorded in CC#D206343288, from Ezequiel Camarillo, recorded in CC#D207073534, from Filiberto Arambula, recorded in CC#D208031884, from Flor Barboza, recorded in CC#D207322687, from Francisco Arbaiza, recorded in CC#D207073528, from Fransico Angel, recorded in CC#D207043560, from Fransico Macias, recorded in CC#D207099767, from Fransico Olmos, recorded in CC#D206319383, from Fransico Sanchez, recorded in CC#D207364992, from Gertrude Delp, recorded in CC#D207197054, from Gilberto Serrano, recorded in CC#D206311786, from Gilberto Zaragoza, recorded in CC#D207307177, from Gloria Y. Jones,

recorded in CC#D206340906, from Green Grass Group, Inc., recorded in CC#D206341022, from Guadalupe Preciado, recorded in CC#D208064850, from Guillermo Guerra, recorded in CC#D207204248, from Gustavo Ruiz, recorded in CC#D207337103, from Honorio Santiestban, recorded in CC#D207018480, from Hortencia Torres, recorded in CC#D207294182, from Hugo Iniguez, recorded in CC#D207384634, from Humberto Borjon, recorded in CC#D207322679, from Ignacio Rodriguez, recorded in CC#D207207079, from Jack R. Croxdale, recorded in CC#D206343207, from Jaime Favela, recorded in CC#D208028177, from James Butler, recorded in CC#D207216893 and CC#D207456810, from James Cushman, recorded in CC#D207125958 and CC#D207125959, from James G. Hale, recorded in CC#D206311709, from James N. Austin Jr, recorded in CC#D207216893, from James Warner, recorded in CC#D207455246, from Janet Roberson, recorded in CC#D206300397, from Janice D. Loredo, recorded in CC#D207142365, from Jerry Sanders Thompson, recorded in CC#D206268278, from Jesse Croxdale, recorded in CC#D206169393, from Jessica R. Gatton, recorded in CC#D207177458, from Jessie M. Nix, recorded in CC#D208003373 and CC#D208235323, from Jesus Barrera, recorded in CC#D207198786, from Jesus E. Mancia, recorded in CC#D207281881, from Jimmie Lee Baker, recorded in CC#D207160186, from Jimmy O. Stacy, recorded in CC#D206223022, from Joel A. Ortiz, recorded in CC#D207177459, from Joel J. Plasencia, recorded in CC#D208021538, from Joel Ortiz, recorded in CC#D207177459, from Johnnie Benson, recorded in CC#D207150028, from Jorge L. Serrano, recorded in CC#D206319443 and CC#D206311786, from Jose A. Velazquez, recorded in CC#D207359793, from Jose G. Mediola, recorded in CC#D207004210 and CC#D207004211, from Jose Noe Montelongo, recorded in CC#D208026360, from Jose Resendiz, recorded in CC#D208096429, from Jose Romero, recorded in CC#D207441151, from Jose S. Benitez, recorded in CC#D207043578, from Jose Torres, recorded in CC#D207079747, from Joseph S. Harris, recorded in CC#D207210655, from Joyce A. Williamson, recorded in CC#D206385175, from Juan Gaucin, recorded in CC#D207322681, from Juan Lopez, recorded in CC#D206343045, from Juan Palomares, recorded in CC#D207263373, from Juan Ramirez, recorded in CC#D207307175, from Juan Reyes, recorded in CC#D208175678, from Juan Romero, recorded in CC#D207416322 and CC#D207416325, from Juan Saueda Jr, recorded in CC#D207409185, from Juanita Gomez, recorded in CC#D207150013, from Juanita Roberts, recorded in CC#D207337104, from Julio C. Vega, recorded in CC#D208214103, from Justo Cayetano Hernandez, recorded in CC#D207326507, from Keith Saltsgiver, recorded in CC#D206319424, from Kenney W. Ownbey, recorded in CC#D207055148, from Kent A. Brauer, recorded in CC#D207043563, from Khamphou Souvannasane, recorded in CC#D207307176, CC#D208090958 and CC#D208090961, from Laura Allard, recorded in CC#D207384639, from Laura Castanda, recorded in CC#D207082753, from Lawrence Williams, recorded in CC#D208065989, from Lena Henderson, recorded in CC#D207018478, from Lener Arambula, recorded in CC#D208133718, from Leonard Sprawls, recorded in CC#D207169995, from Leroy J. York, recorded in CC#D206342450, from Leroy J. York, recorded in CC#D206206855, CC#D206340905, CC#D206342450 and CC#D208038239, from Lillie Faye Erskine, recorded in CC#D206342741, from Linda Hoskins, recorded in CC#D207322695, from Linda L. Atkins, recorded in CC#D207333584, from Logan Swords, recorded in CC#D206404731, from Lorenzo Mandujano, recorded in CC#D207303619, from Luis Borjon, recorded in CC#D207322684, from Luis Cardoza, recorded in CC#D208010320, from Luis Rincon-Alvarez, recorded in CC#D207355290, from Lydia I. Zamora, recorded in CC#D207353493, from Manuel Rodriguez, recorded in CC#D207433616, from Manuel Ruiz, recorded in CC#D206343716, from Margarita Veloz, recorded in CC#D207160202 and CC#D207160203, from Margarita Veloz Torres, recorded in CC#D207160203, from Margarito Martinez, recorded in CC#D207359792, from Maria Ayala, recorded in CC#D207359796, from Maria Leon , recorded in CC#D207160172, from Maria Luz Leon Gonzales, recorded in CC#D207030645, from Maria Pilar Lopez, recorded in CC#D208030439, from Maria Rangel, recorded in CC#D206223021, from Marianne Searcy, recorded in CC#D207055260, from Marion H. Steptoe, recorded in CC#D208019750 and CC#D208019755, from Micaela Ruiz-Delarosa, recorded in CC#D206401592, from Michael J. Gilliland, recorded in C#D206343058, from Michael Swinford, recorded in CC#D208030443, from Miguel Garcia, recorded in CC#D207322688, from Miguel Leyva, recorded in CC#D207102013, from Miguel Soto, recorded in CC#D207353497, from Milagros S. Watson, recorded in CC#D208004986, from Miles Murphy, recorded in CC#D206244766, from Modesto Andino, recorded in

CC#D207099764, from Mount Moriah Baptist Church, recorded in CC#D208214104, from Mousa Mahmoud, recorded in CC#D207198746, from Natalio Valdez, recorded in CC#D208228652, from Nora Alonso, recorded in CC#D207073529, from Odon Porras, recorded in CC#D207048265, from Orange R. Williams, recorded in CC#D207073532 and CC#D208231884, from Pablo Ramirez, recorded in CC#D208123011, from Pastora Chavez, recorded in CC#D207322682, from Pearlie M. Calton, recorded in CC#D207322686, from Pedro Salazar, recorded in CC#D208029945, from Pedro Zalazar, recorded in CC#D206398388, from Perfect Performance Products LLC, recorded in CC#D206169418, from Ramon Arcos, recorded in CC#D207259081, from Ramon Romero Jr, recorded in CC#D207011672 and CC#D208211880, from Rayble E. Jones, recorded in CC#D208099905, from Raymond Ramero, recorded in CC#D208212692, from Rebeca Sandoval, recorded in CC#D208115533, from Rene Monjaraz, recorded in CC#D206408403 and CC#D207305548, from Rigoberto Rodriguez, recorded in CC#D207011541, from Robert A. White, recorded in CC#D208004991, from Robert D. Hamilton, recorded in CC#D207073530, from Robert Johnson, recorded in CC#D208179980, from Robert Nerio, recorded in CC#D207043562 and CC#D207049925, from Robert Sifuentes, recorded in CC#D206319423, from Robertson-Campbell Company, recorded in CC#D206169410, from Rogelio Santos, recorded in CC#D207073527, from Rosie Daniel I LP, recorded in CC#D207231521, from Roy Medrano, recorded in CC#D207048253, from S. R. Davidson Family Lp, recorded in CC#D207291698, from Salvador Munoz Duran, recorded in CC#D208150349, from Sammie Phares, recorded in CC#D207268439, from Santos Garay, recorded in CC#D207198750, from Sebastian Perez, recorded in CC#D208179978 and CC#D208179979, from Sergio Ortiz, recorded in CC#D207079744, from Sergio Perez, recorded in CC#D207048261, from Shahnaz Chowdhury, recorded in CC#D208080066, from Silviano M. Rubio, recorded in CC#D207455097, from Teadulo Ramirez, recorded in CC#D206340994, from Teresa Chavez, recorded in CC#D207079747, from The Ramon Romero Corporation Inc, recorded in CC#D208211882, from Thongsy Thonesavanh, recorded in CC#D208019933, from TLK # 1 , recorded in CC#D207231519, from TLP Properties Llc, recorded in CC#D207048254, from Tracey N. Smith, recorded in CC#D206311717, from Umbano Chavez, recorded in CC#D206342760, from Union Pacific Railroad Company, recorded in CC#D206311773, from United Land Holdings Ltd, recorded in CC#D206398486, from Vernay Cotman, recorded in CC#D206300389, from Victor Nerio, recorded in CC#D208114175, from Vincent T. Walker, recorded in CC#D206343287, from Vincente Villanueva, recorded in CC#D207043558, from Ygancio Escutia, recorded in CC#D206342763, from Jesus Mendez, recorded in CC#D207057834, from Lavayne Milligan, recorded in CC#D207169994, from Peggy Turner, recorded in CC#D207190158, from Phuong V Nguyen, recorded in CC#D207043568, from Jesus Munoz, recorded in CC#D206402429, from Martin Torres, recorded in CC#D206343054, from Salvador Marin, recorded in CC#D206234048, from Modesta Andino, recorded in CC#D207099765, D207398162 and D208231891, from Cross Properties, recorded in CC#D206402423, from Otto Brauer Jr., recorded in CC#D207049926, from Rachel Allen, recorded in CC#D207048257, from Jorge Serrano, recorded in CC#D206319443, from Victor Pilot, recorded in CC#D206300396, from Leona Salazar, recorded in CC#D206361524, from Domingo Bacanegra, recorded in CC#D208361454, from Joe Hendricks, recorded in CC#D207043573, from Joel Zetina, recorded in CC#D208293554, from Raudel Guardado, recorded in CC#D207048264, from Modesta Munoz, recorded in CC#D207055261, from Shirley Bryant, recorded in CC#D208272533, from Ray Strange, recorded in CC#D206329812, from Cliff Wright, recorded in CC#D206300400, from Carlos Castillo Jr., recorded in CC#D206405387, from Charles Williams, recorded in CC#D206206946, from Herby Robles, recorded in CC#D207048258, from Ibarra Nolbert, recorded in CC#D206201883, from Maria Rangel, recorded in CC#D206223021, from Scott Stephens, recorded in CC#D207198745, from Charles Spinella, recorded in CC#D206334259, from James Celmer, recorded in CC#D207208983 and D207041950, from Melchor Hernandez, recorded in CC#D206342214, from Roberta Johanson, recorded in CC#D206300391, from Miguel Duran, recorded in CC#D207009961, from F & B Realty Inc, recorded in CC#D207235697, from Johnny Evans, recorded in CC#D207206809, from Howard Smith, recorded in CC#D207206803, from Janie Dyer, recorded in CC#D207090572, from Jose Molina, recorded in CC#D206343047, from Danny Helms, recorded in CC#D207197186, from Ricardo Serrano, recorded in CC#D206300417, from Martin Romero, recorded in CC#D208141682, from Mohammed S. Ali,

recorded in CC#D207359797, from Bertha O. Tanner, recorded in CC#D207043569, from Joyce Ann York, recorded in CC#D206341019, from Ramon Romero, recorded in CC#D208212694, from Juan Romero, recorded in CC#D207409200, from Maria N. Villarreal, recorded in CC#D207449836, from Betty J. Collins, recorded in CC#D207364787, from Juan Avelar, recorded in CC#D208261631, from Douglas R. Elser, recorded in CC#D206281864, from Porfirio V. Huesca, recorded in CC#D208214102, from Jeffery Lindquist, recorded in CC#D208232797, from Rebecca Paredes, recorded in CC#D206300390, from Elvira E. Rios, recorded in CC#D207258924, from Davis Wally Homes, Inc. , recorded in CC#D208285910, from Edward D. Alexander, recorded in CC#D208141585, from Sandra Galvan, recorded in CC#D208099904, from Maria Ester Serrano, recorded in CC#D206319405, from Bradley F. Peden, recorded in CC#D206139675, from Beverly Weathered, recorded in CC#D207326509, from Jesus Hernandez, recorded in CC#D207323329 and CC#D207423830, from Maria Romero, recorded in CC#D208073813, from Juan Aguilar, recorded in CC#D207326508, from Nighat T. Mian, recorded in CC#D208055002 and from Charles White, recorded in CC#D206182534, Deed Records, Tarrant County, Texas. Said 203.899 acres of land being more particularly described as follows:

BEGINNING at a point lying in the west line of Wm. James Community, said point being the most northerly southeast corner of Chesapeake Operating, Inc., Hickman Unit ;

THENCE along the west and north line of said Wm. James Community as follows:

1. N00°03'02"E, a distance of 316.40 feet to a point;

2. N89°49'02"E, a distance of 37.61 feet to a point;

THENCE N00°31'23"W, at 87.93 feet passing the common corner of said Wm. James and Newell Industrial tracts, at 838.62 feet passing the common corner of said Newell Industrial and Union Pacific Railroad tracts, at 1,243.15 feet passing the most southerly northeast corner of said Hickman Unit, in all a distance of 1,343.03 feet to a point in the north line of said Union Pacific Railroad;

THENCE S75°43'31"E, along said Union Pacific Railroad north line, a distance of 23.08 feet to a point at the southwest corner of said Robinson tract;

THENCE N19°24'36"E, along the west line of said Robinson tract, a distance of 188.41 feet to a point;

THENCE N25°35'36"E, continuing along said Robinson west line, a distance of 20.00 feet to a point, said point being the northwest corner of Chesapeake Operating, Inc., Barney Robinson Unit;

THENCE southeasterly, 352.70 feet along a non tangent curve to the right, having a radius of 3,707.00 feet, a central angle of 05°27'05" and a chord bearing S61°38'18"E, 352.57 feet to a point at the northeast corner of said Robinson tract;

THENCE S31°43'36"W, along the east line of said Robinson tract, a distance of 171.77 feet to a point lying in said Union Pacific Railroad north line;

THENCE along said Union Pacific Railroad north line as follows:

1. S64°39'50"E, a distance of 50.40 feet to a point;

2. N31°39'55"E, a distance of 166.39 feet to a point;

3. S58°16'24"E, at 50.12 feet passing a 5/8" iron rod found at the common corner of said Union Pacific Railroad and Southland Corporation tracts, in all a distance of 150.10 feet to a point at the common corner of said Southland Corporation and City of Fort Worth tracts;

THENCE S58°50'34"E, at 137.04 feet passing said City of Fort Worth and United Holdings tracts, in all a distance of 274.82 feet to a point;

THENCE S58°08'42"E, a distance of 100.00 feet to a point at the east corner of said United Holdings tract;

THENCE S31°51'18"W, a distance of 161.10 feet to a point at an interior corner of said United Holdings tract;

THENCE S58°05'42"E, a distance of 295.50 feet to an "X" found at the southeast corner of said United Holdings tract, said "X" lying in said Union Pacific Railroad north line;

THENCE along said Union Pacific Railroad north line as follows:

1. easterly, 513.75 feet along a non tangent curve to the right, having a radius of 2,717.15 feet, a central angle of 10°50'00" and a chord bearing S68°13'24"E, 512.99 feet to a point;

2. southeasterly, 173.24 feet along a non tangent curve to the right, having a radius of 2,428.52 feet, a central angle of 04°05'14" and a chord bearing S61°21'02"E, 173.20 feet to a point;

3. southeasterly, 478.47 feet along a non tangent curve to the right, having a radius of 4,440.58 feet, a central angle of 06°10'25" and a chord bearing S55°38'04"E, 478.24 feet to a point;

4. S53°37'42"E, a distance of 841.30 feet to a point;

5. S53°39'42"E, a distance of 183.10 feet to a point;

6. S54°16'42"E, a distance of 150.00 feet to a point;

7. S55°42'42"E, a distance of 253.13 feet to a point, said point lying in the apparent east survey line of said Armendarius Survey, said point being the northeast corner of said Barney Robinson Unit;

THENCE South, along said east survey line, a distance of 242.07 feet to a point lying in the south line of said Union Pacific Railroad tract;

THENCE along said Union Pacific Railroad south line as follows:

1. N55°42'42"W, a distance of 392.00 feet to a point;

2. N54°16'42"W, a distance of 153.58 feet to a point;

3. N53°39'42"W, a distance of 184.23 feet to a point;

4. N53°37'42"W, a distance of 153.61 feet to a point at the southeast corner of said Robertson-Campbell tract;

THENCE S00°06'00"W, a distance of 66.06 feet to a point at the northeast corner of said Charles White tract;

THENCE S00°01'38"W, a distance of 454.37 feet to a point at the common corner of said Charles White and Gardner's tract;

THENCE S00°19'16"W, at 667.72 feet passing the common line of said Gardner's and Van Riper tracts, at 834.53 feet passing the common line of said Van Riper and Rains tracts, in all a

distance of 929.99 feet;

THENCE N89°41'13"W, a distance of 1.31 feet to a point at the northeast corner of said James Middle School tract;

THENCE S00°22'55"W, a distance of 993.65 feet to a point at the southeast corner of said James Middle School tract;

THENCE S89°52'12"W, along the south line of said James Middle School tract, a distance of 241.13 feet to a point lying in the east line of said Boaz & Dillow tract;

THENCE S35°56'55"E, along said Boaz & Dillow tract east line, a distance of 324.07 feet to an angle point of said Boaz & Dillow tract east line;

THENCE S00°11'47"E, a distance of 324.07 feet to a point for the southeast corner of said Barney Robinson Unit;

THENCE N89°46'40"W, a distance of 17.21 feet to a point;

THENCE S89°57'08"W, a distance of 1,173.38 feet to a point for the southwest corner of said Barney Robinson Unit;

THENCE N00°11'47"W, a distance of 1,021.69 feet to a point at the southeast corner of said Greve's tract;

THENCE along the south and west lines of said Greve's tract as follows:

1. N89°11'30"W, a distance of 169.13 feet to a point;

2. N55°50'55"W, a distance of 67.68 feet to a point;

3. N00°06'30"W, at 812.79 feet passing the northeast corner of said Greve's tract, in all a distance of 850.82 feet to a point lying in the apparent centerline of Vickery Boulevard;

THENCE S89°46'59"W, along said Vickery Boulevard centerline, a distance of 1,571.38 feet to a point;

THENCE N00°01'25"E, at 38.50 feet passing the southeast corner of said Hickman Unit, in all a distance of 833.93 feet to a point;

THENCE along the east lines of said Hickman Unit as follows:

1. S89°58'35"E, a distance of 165.00 feet to a point;

2. N00°01'25"E, a distance of 380.07 feet to a point;

3. S89°58'35"E, a distance of 298.29 feet to the point of beginning, containing 203.899 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
10/25/2012 4:10 PM D212264323
PGS 5 $32.00
Submitter: SIMPLIFILE

FOURTH AMENDMENT TO DECLARATION OF POOLED UNIT BARNEY ROBINSON UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

L0643373

Reference is made to that certain Declaration of Pooled Unit for the Barney Robinson Unit, recorded August 26, 2008 as Document Number D208333826, Official Public Records of Tarrant County, Texas. Reference is also made to the First Amendment to Declaration of Pooled Unit, recorded April 20, 2009 as Document Number D209103867, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit, recorded December 10, 2009 as Document Number D209322280, Official Public Records of Tarrant County, TX. Reference is also made to the Third Amendment to Declaration of Pooled Unit, recorded April 12, 2010 as Document Number D210082574, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

Whereas, the purpose and intent of this Fourth Amendment to the Declaration of Pooled Unit – Barney Robinson Unit is to amend the Exhibit "A" to include additional leases.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit, Barney Robinson Unit, is hereby amended to include additional leases on said Exhibit "A".

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more person owning an interest in the Unit to execute this instrument or a counter part or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by an party who is not named below without the consent of parties hereto.

Except as amended hereby, said Declaration remains in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the recording date.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Arcadia Resources, LP
an Oklahoma limited partnership

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien ~~Colmet Daage~~, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 9 day of October, 2012, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17 day of October, 2012, by Scott R. Mueller, Chief Financial Officer of **Arcadia Resources, LP** an Oklahoma limited partnership.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 18 day of December, 2012, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

EXHIBIT "A"

Attached to and made a part of that Fourth Amendment to Declaration of Pooled Unit for the Barney Robinson Unit dated effective as of the recording date of the document.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0144986-000	BOLEN & BOLAN BUILDING, RENOVATION AND INVESTMENT, LLC	DALE PROPERTY SERVICES, LLC	5/19/2010	D210123350
TX0145512-000	METRO ROYALTY, INC.	DALE PROPERTY SERVICES, LLC	6/2/2010	D210141980
TX0145815-000	RUBEN LEIJA AND WIFE MARTHA LEIJA	DALE PROPERTY SERVICES, LLC	6/23/2010	D210156078
TX0146735-000	TRANQUILINO V. RENTERIA AND WIFE ESTELA S. RENTERIA	DALE PROPERTY SERVICES, LLC	7/28/2010	D210191897
TX0146945-000	ISIDORO LEDESMA AND WIFE MARIA LEDESMA	DALE PROPERTY SERVICES, LLC	8/4/2010	D210201426
TX0147317-000	JOSE OCTAVIO VELAZQUEZ	CHESAPEAKE EXPLORATION, LLC	8/25/2010	D210218903
TX0148044-000	DIANAH TELLO	CHESAPEAKE EXPLORATION, LLC	9/29/2010	D210249152
TX0148207-000	NPOT PARTNERS I, LP	CHESAPEAKE EXPLORATION, LLC	10/12/2010	D210255547
TX0148701-000	MARIA C. RAMOS & ANDRES RAMOS	CHESAPEAKE EXPLORATION, LLC	10/24/2010	D210273582
TX0148654-000	JOAQUIN HERNANDEZ AND WIFE MARIA HERNANDEZ	CHESAPEAKE EXPLORATION, LLC	10/26/2010	D210272378
TX0148697-000	ALICIA RAMIREZ	CHESAPEAKE EXPLORATION, LLC	10/28/2010	D210273578
TX0149045-000	EL MANANTIAL, LLC	CHESAPEAKE EXPLORATION, LLC	11/3/2010	D210288622
TX0149118-000	DELTA 8 PROPERTIES, LLC	CHESAPEAKE EXPLORATION, LLC	11/4/2010	D210290053
TX0148914-000	PAULINE EXLEY	CHESAPEAKE EXPLORATION, LLC	11/8/2010	D210282332
TX0149047-000	HOMESTATE PROPERTY, INC.	CHESAPEAKE EXPLORATION, LLC	11/9/2010	D210288624
TX0149460-000	ANGEL RENTERIA AND WIFE MARIA RENTERIA	CHESAPEAKE EXPLORATION, LLC	12/3/2010	D210305060
TX0469708-000	FORT WORTH HOUSING FINANCE CORPORATION	CHESAPEAKE EXPLORATION, LLC	1/10/2011	D211071557
TX0150190-000	JUAN A. PALOS AND WIFE MARIA S. PALOS	CHESAPEAKE EXPLORATION, LLC	1/15/2011	D211017406
TX0150169-000	JOSE T. LARA AND WIFE BEATRICE M. LARA	CHESAPEAKE EXPLORATION, LLC	1/17/2011	D211017353
TX0150170-000	JOSE T. LARA AND WIFE BEATRICE M. LARA	CHESAPEAKE EXPLORATION, LLC	1/17/2011	D211017354
TX0150549-000	YOLANDA SALAS	CHESAPEAKE EXPLORATION, LLC	1/26/2011	D211034305
TX0150518-000	BOBBY SMITH	CHESAPEAKE EXPLORATION, LLC	1/27/2011	D211034139
TX0150517-000	ALETA FAY TAYLOR	CHESAPEAKE EXPLORATION, LLC	1/27/2011	D211034138
TX0151865-000	LONDON FUNDING, LLC	CHESAPEAKE EXPLORATION, LLC	3/22/2011	D211071086
TX0152102-000	OTONIEL MUNOZ AND WIFE ANITA MUNOZ	CHESAPEAKE EXPLORATION, LLC	3/29/2011	D211082010
TX0152627-000	MAYRA YADIRA GONZALEZ PEREZ	CHESAPEAKE EXPLORATION, LLC	4/22/2011	D211104147
42-004325-000	THE S.R. DAVIDSON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211204656
42-004341-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211205017
42-004318-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211204650
42-004323-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211204654
42-007928-000	THE S.R. DAVIDSON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION, LLC	10/3/2011	D211248680
42-007689-000	AQILA F. LEE	CHESAPEAKE EXPLORATION, LLC	10/4/2011	D211244147
42-009716-000	CYNTHIA REAMS	CHESAPEAKE EXPLORATION, LLC	10/24/2011	D211267067
42-042603-000	SAFEHAVEN OF TARRANT COUNTY	CHESAPEAKE EXPLORATION, LLC	11/16/2011	D211283939

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
42-042457-000	SAFEHAVEN OF TARRANT COUNTY	CHESAPEAKE EXPLORATION, LLC	11/16/2011	D211283937
42-043524-000	LEROY J. YORK	CHESAPEAKE EXPLORATION, LLC	12/5/2011	D211298589
42-043525-000	LEROY J. YORK	CHESAPEAKE EXPLORATION, LLC	12/5/2011	D211298588
42-046613-000	CARLENE ANNETTE COOK	CHESAPEAKE EXPLORATION, LLC	1/18/2012	D212016505
42-046962-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, LLC	1/23/2012	D212024246
42-047171-000	RODERICK CLAY HAASE	CHESAPEAKE EXPLORATION, LLC	1/26/2012	D212024256
42-047592-000	ANNA MARIE CLAASSEN	CHESAPEAKE EXPLORATION, LLC	2/7/2012	D212033313
42-048364-000	MACKIE HOHRINE AND WIFE LINDA SUE HOHRINE	CHESAPEAKE EXPLORATION, LLC	2/27/2012	D212048721

END OF EXHIBIT "A"

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County
10/1/2014 4:53 PM D214216415
PGS 3 $24.00
Submitter: SIMPLIFILE

FIFTH AMENDMENT TO DECLARATION OF POOLED UNIT BARNEY ROBINSON UNIT

L0673886

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that certain Declaration of Pooled Unit for the Barney Robinson Unit, recorded August 26, 2008 as Document Number D208333826, Official Public Records of Tarrant County, Texas. Reference is also made to the First Amendment to Declaration of Pooled Unit, recorded April 20, 2009 as Document Number D209103867, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit, recorded December 10, 2009 as Document Number D209322280, Official Public Records of Tarrant County, TX. Reference is also made to the Third Amendment to Declaration of Pooled Unit, recorded April 12, 2010 as Document Number D210082574, Official Public Records of Tarrant County, Texas. Reference is also made to the Fourth Amendment to Declaration of Pooled Unit, recorded October 25, 2012 as Document Number D212264323, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

Whereas, the purpose and intent of this Fifth Amendment to the Declaration of Pooled Unit – Barney Robinson Unit is to amend the Exhibit "A" to include an additional lease.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more person owning an interest in the Unit to execute this instrument or a counter part or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by an party who is not named below without the consent of parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit, Barney Robinson Unit, is hereby amended to include the following lease:

LEASE NUMBER:	42-0008234-000
LESSOR:	MIKE HONEYCUTT
LESSEE:	CHESAPEAKE EXPLORATION, LLC
LEASE DATE:	9/19/2013
RECORDING:	D213254497

Except as amended hereby, said Declaration remains in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the recording date.

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company

By: _____
James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager

Arcadia Resources, L.P.
an Oklahoma limited partnership

By: _____
Scott Mueller, Chief Financial Officer

TOTAL E&P USA, INC.,
a Delaware corporation

By: _____
Fabien Colmet Daage, Vice President
Business Development and Strategy

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 23 day of June, 2014, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.

_____
Notary Public of the State of Oklahoma

WHITNEY EVERHEART
Notary Public
State of Oklahoma
Commission # 05007336 Expires 08/10/17

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 19th day of August, 2014, by Scott Mueller, Chief Financial Officer of **Arcadia Resources, L.P.** an Oklahoma limited partnership.

ADDIE TRISKA NOTARY # 13010052 EXP. 10/31/17 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this, 25 day of September, 2014, by ~~Fabien Colmet Daage~~ Rene Latour as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.,** a Delaware corporation, as the act and deed and on behalf of such corporation.

CHRISTOPHER CAMPBELL Notary Public, State of Texas My Commission Expires August 16, 2016

Notary Public in and for the State of Texas

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
10/25/2012 4:10 PM D212264324
PGS 4 $28.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
BARNEY ROBINSON UNIT

L0643374

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

Reference is made to that certain Declaration of Pooled Unit for the Barney Robinson Unit, recorded August 26, 2008 as Document Number D208333826, Official Public Records of Tarrant County, Texas. Reference is also made to the First Amendment to Declaration of Pooled Unit, recorded April 20, 2009 as Document Number D209103867, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit, recorded December 10, 2009 as Document Number D209322280, Official Public Records of Tarrant County, TX. Reference is also made to the Third Amendment to Declaration of Pooled Unit, recorded April 12, 2010 as Document Number D210082574, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Barney Robinson Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but was inadvertently omitted from the Exhibit "A" of the Declaration of Pooled Unit or subsequent Amendments as referenced above.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit and any subsequent Amendments – Barney Robinson Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as corrected and amended hereby, said Declaration and any corrections or amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the above referenced effective dates of the corresponding original Declaration of Pooled Unit or Amendments.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Arcadia Resources, LP
an Oklahoma limited partnership

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien ~~Colmet Daage,~~ Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 9 day of October, 2012, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17 day of October, 2012, by Scott R. Mueller, Chief Financial Officer of **Arcadia Resources, LP** an Oklahoma limited partnership.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 18 day of December, 2012, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Barney Robinson Unit effective as of recording date of the original Declaration of Pooled Unit and subsequent Amendments.

The original Barney Robinson Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit, First Amendment to Declaration of Pooled Unit & the Second Amendment to Declaration of Pooled Unit for the Barney Robinson Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	DPU
TX2200871-000	EWELL L. MILLIGAN AND WIFE MARSHA MILLIGAN	DALE RESOURCES, LLC	6/23/2006	D206234049	ORIGINAL
TX2202085-000	SALVADOR MARIN	DALE RESOURCES, LLC	7/6/2006	D206234048	ORIGINAL
TX2202435-000	VICTOR PILOT	DALE RESOURCES, LLC	9/1/2006	D206300396	ORIGINAL
TX2202379-000	FELIPE M. TORRES AND WIFE MARIA MUNOZ	DALE RESOURCES, LLC	9/14/2006	D206319404	ORIGINAL
TX2201576-000	MARTIN MUNOZ TORRES AND WIFE AUDELINA MUNOZ	DALE RESOURCES, LLC	10/18/2006	D206343054	ORIGINAL
TX0059093-000	PHUONG V. NGUYEN	DALE PROPERTY SERVICES, LLC	1/25/2007	D207043568	ORIGINAL
TX0061811-000	ROSIE DANIEL, I, LP, ET AL	DALE PROPERTY SERVICES, LLC	2/6/2007	D207069999	ORIGINAL
TX0073082-000	JAMES BRUNKE AND WIFE PEGGY TURNER	DALE PROPERTY SERVICES, LLC	5/25/2007	D207190158	ORIGINAL
TX0042102-000	JAMIE ROMERO AND WIFE YOLANDA SALAZAR ROMERO	PALOMA BARNETT, LLC	8/21/2007	D207436459	ORIGINAL
TX0097730-000	MODESTA ANDINO	DALE PROPERTY SERVICES, LLC	9/19/2007	D207398162	ORIGINAL
TX0099355-000	JUAN ROMERO AND WIFE MARIA ROMERO	DALE PROPERTY SERVICES, LLC	10/24/2007	D207410969	ORIGINAL
TX0047037-000	LEROY J. YORK AND JOYCE A. YORK	PALOMA BARNETT, LLC	10/31/2007	D208112452	ORIGINAL
TX0137700-000	EBONY J. MILLER	DALE PROPERTY SERVICES, LLC	3/6/2008	D209065410	ORIGINAL
TX0137702-000	JAMES I. MILLER, JR.	DALE PROPERTY SERVICES, LLC	3/6/2008	D209065411	ORIGINAL
TX0113373-000	RAYBLE E. JONES, JR.	DALE PROPERTY SERVICES, LLC	3/14/2008	D208099906	ORIGINAL
TX0114819-000	BOBBY TACKER	DALE PROPERTY SERVICES, LLC	3/20/2008	D208122908	ORIGINAL
TX0124223-000	RAMON ROMERO, JR.	DALE PROPERTY SERVICES, LLC	5/21/2008	D208211879	ORIGINAL
TX0129347-000	CARLOS ROSALES BANALES	DALE PROPERTY SERVICES, LLC	7/12/2008	D208282743	ORIGINAL
TX0130249-000	JOEL ZETINA AND WIFE VERONICA ZETINA	DALE PROPERTY SERVICES, LLC	7/22/2008	D208293554	ORIGINAL
TX0133563-000	RICKY JOHNSTON AND WIFE JANET JOHNSTON	DALE PROPERTY SERVICES, LLC	8/28/2008	D208349446	1ST AMENDMENT
TX0134133-000	DOMINGO BOCANEGRA	DALE PROPERTY SERVICES, LLC	9/3/2008	D208361454	1ST AMENDMENT
TX0137423-000	JESUS GALLARD FLORES	DALE PROPERTY SERVICES, LLC	2/24/2009	D209059575	1ST AMENDMENT
TX0137682-000	ELIZABETH MUNOZ	DALE PROPERTY SERVICES, LLC	3/5/2009	D209065507	1ST AMENDMENT
TX0460622-001	FORT WORTH ISD	CHESAPEAKE EXPLORATION, LLC	6/3/2009	D209161905	2ND AMENDMENT
TX0139323-000	CHASTA ENGLAND	DALE PROPERTY SERVICES, LLC	6/11/2009	D209163054	2ND AMENDMENT

END OF EXHIBIT "A"

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
12/3/2012 2:10 PM D212295067
PGS 4 $28.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
BARNEY ROBINSON UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

L0645724

Reference is made to that certain Declaration of Pooled Unit for the Barney Robinson Unit, recorded August 26, 2008 as Document Number D208333826, Official Public Records of Tarrant County, Texas. Reference is also made to the First Amendment to Declaration of Pooled Unit, recorded April 20, 2009 as Document Number D209103867, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit, recorded December 10, 2009 as Document Number D209322280, Official Public Records of Tarrant County, TX. Reference is also made to the Third Amendment to Declaration of Pooled Unit, recorded April 12, 2010 as Document Number D210082574, Official Public Records of Tarrant County, Texas. Reference is also made to the Fourth Amendment to Declaration of Pooled Unit, recorded October 25, 2012 as Document Number D212264323, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Barney Robinson Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – Barney Robinson Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 26th day of August, 2008.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Arcadia Resources, LP
an Oklahoma limited partnership

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 15th day of November, 2012, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY PUBLIC # 05007336 EXP. 08/10/13 STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 4th day of January, ~~2012~~ 2013, by Scott R. Mueller, Chief Financial Officer of **Arcadia Resources, LP** an Oklahoma limited partnership.

WHITNEY MCELVANY NOTARY PUBLIC # 05007336 EXP. 08/10/13 STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 8 day of February, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK **73154**

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Barney Robinson Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Barney Robinson Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit for the Barney Robinson Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0060857-000	JESUS MENDEZ AND WIFE HORTENCIA VASQUEZ	DALE RESOURCES, LLC	1/31/2007	D207057834
TX0058416-000	HERBY ROBLES AND WIFE BLANCA ROBLES	DALE PROPERTY SERVICES, LLC	1/31/2007	D207048258
TX0058408-000	J. GUADALUPE MUNOZ	DALE PROPERTY SERVICES, LLC	1/31/2007	D207048255
TX0071729-000	THE ESTATE OF LAVAYNE G. MILLIGAN	DALE PROPERTY SERVICES, LLC	3/21/2007	D207169994
TX0071004-000	EDNA MOZELLE FRAYER	DALE PROPERTY SERVICES, LLC	4/10/2007	D207160177
TX0043946-000	ELIZABETH HARRISON	PALOMA BARNETT, LLC	9/28/2007	D208027942
TX0045206-000	JACINTA VALLIN MURILLO	PALOMA BARNETT, LLC	11/27/2007	D208032833
TX0047125-000	GLAFIRO SANCHEZ	PALOMA BARNETT, LLC	12/29/2007	D208060121

END OF EXHIBIT "A"

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
2/20/2013 2:43 PM D213043461
PGS 3 $24.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
BARNEY ROBINSON UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc. L0650474

Reference is made to that certain Declaration of Pooled Unit for the Barney Robinson Unit, recorded August 26, 2008 as Document Number D208333826, Official Public Records of Tarrant County, Texas. Reference is also made to the First Amendment to Declaration of Pooled Unit, recorded April 20, 2009 as Document Number D209103867, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit, recorded December 10, 2009 as Document Number D209322280, Official Public Records of Tarrant County, TX. Reference is also made to the Third Amendment to Declaration of Pooled Unit, recorded April 12, 2010 as Document Number D210082574, Official Public Records of Tarrant County, Texas. Reference is also made to the Fourth Amendment to Declaration of Pooled Unit, recorded October 25, 2012 as Document Number D212264323, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Barney Robinson Unit is to include a lease which was previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but was inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – Barney Robinson Unit, is hereby corrected to include the following lease:

LEASE NUMBER:	**TX0047497-000**
LESSOR:	**MIGUEL LEYVA**
LESSEE:	**PALOMA BARNETT, LLC**
LEASE DATE:	**1/4/2008**
RECORDING:	**D208064807**

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 26th day of August, 2008.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Arcadia Resources, LP
an Oklahoma limited partnership

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 15 day of January, 2013, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007338 EXP. 09/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 12 day of February, 2013, by Scott R. Mueller, Chief Financial Officer of **Arcadia Resources, LP** an Oklahoma limited partnership.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

This instrument was acknowledged before me on this 27 day of March, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
4/3/2013 11:53 AM D213083491
PGS 5 $32.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
BARNEY ROBINSON UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc. L0652534

Reference is made to that certain Declaration of Pooled Unit for the Barney Robinson Unit, recorded August 26, 2008 as Document Number D208333826, Official Public Records of Tarrant County, Texas. Reference is also made to the First Amendment to Declaration of Pooled Unit, recorded April 20, 2009 as Document Number D209103867, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit, recorded December 10, 2009 as Document Number D209322280, Official Public Records of Tarrant County, TX. Reference is also made to the Third Amendment to Declaration of Pooled Unit, recorded April 12, 2010 as Document Number D210082574, Official Public Records of Tarrant County, Texas. Reference is also made to the Fourth Amendment to Declaration of Pooled Unit, recorded October 25, 2012 as Document Number D212264323, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Barney Robinson Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" of the Declaration of Pooled Unit or subsequent Amendments as referenced above.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit and any subsequent Amendments – Barney Robinson Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as corrected and amended hereby, said Declaration and any corrections or amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the above referenced effective dates of the corresponding original Declaration of Pooled Unit or Amendments.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

JHR as agt

Arcadia Resources, LP
an Oklahoma limited partnership

Scott R. Mueller, Chief Financial Officer TBW

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 18 day of March, 2013, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17 day of April, 2013, by Scott R. Mueller, Chief Financial Officer of **Arcadia Resources, LP** an Oklahoma limited partnership.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 9 day of May, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Barney Robinson Unit effective as of recording date of the original Declaration of Pooled Unit and subsequent Amendments.

The original Barney Robinson Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit, First Amendment, Second Amendment & the Fourth Amendment to Declaration of Pooled Unit for the Barney Robinson Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	DPU
TX2201742-000	NOLBERT IBARRA AND WIFE MARIA IBARRA	DALE RESOURCES LLC	5/31/2006	D206201883	ORIGINAL
TX2200589-000	CHARLES BERRY WILLIAMS	DALE RESOURCES LLC	6/12/2006	D206206946	ORIGINAL
TX2201983-000	ROBERTA H. JOHANSON	DALE RESOURCES LLC	8/29/2006	D206300391	ORIGINAL
TX2208680-000	CLIFF WRIGHT	DALE RESOURCES LLC	8/31/2006	D206300400	ORIGINAL
TX2202410-000	VANDELL BRYANT	DALE RESOURCES LLC	8/31/2006	D206300395	ORIGINAL
TX2202299-000	RAY F. STRANGE	DALE RESOURCES LLC	9/6/2006	D206329812	ORIGINAL
TX2202279-000	CHARLES R & SANDY S SPINELLA	DALE RESOURCES LLC	9/13/2006	D206334259	ORIGINAL
TX0054009-000	CARLOS CASTILLO, JR.	DALE RESOURCES LLC	9/14/2006	D206405387	ORIGINAL
TX0057700-000	MIGUEL DURAN	DALE PROPERTY SERVICES, LLC	9/22/2006	D207009961	ORIGINAL
TX0053370-000	CROSS PROPERTIES, L.P.	DALE RESOURCES LLC	9/25/2006	D206402423	ORIGINAL
TX2201085-000	MELCHOR HERNANDEZ	DALE RESOURCES LLC	10/5/2006	D206342214	ORIGINAL
TX0053376-000	JESUS MUNOZ	DALE RESOURCES LLC	10/18/2006	D206402429	ORIGINAL
TX0077711-000	JOSE L. SALAZAR	DALE RESOURCES LLC	10/25/2006	D206361524	ORIGINAL
TX0074423-000	COLLINS FAMILY LIMTED PARTNERSHIP	DALE RESOURCES LLC	12/15/2006	D207207113	ORIGINAL
TX0057403-000	JAMES KENNETH CELMER	DALE RESOURCES LLC	12/27/2006	D207041950	ORIGINAL
TX0059681-000	J. JESUS MUNOZ	DALE RESOURCES LLC	12/30/2006	D207055261	ORIGINAL
TX0064051-000	JANIE DYER	DALE PROPERTY SERVICES, LLC	12/31/2006	D207090572	ORIGINAL
TX0058453-000	RAUDEL & ROCIO GUARDADO	DALE PROPERTY SERVICES, LLC	1/27/2007	D207048264	ORIGINAL
TX0058413-000	RACHEL ALLEN	DALE PROPERTY SERVICES, LLC	1/31/2007	D207048257	ORIGINAL
TX0065250-000	MODESTA ANDINO	DALE PROPERTY SERVICES, LLC	2/27/2007	D207099765	ORIGINAL
TX0073907-000	SCOTT STEPHENS	DALE PROPERTY SERVICES, LLC	5/30/2007	D207198745	ORIGINAL
TX0074485-000	CAROL & HOWARD SMITH	DALE PROPERTY SERVICES, LLC	6/2/2007	D207206803	ORIGINAL
TX0076577-000	F & B REALTY INC.	DALE PROPERTY SERVICES, LLC	6/5/2007	D207235697	ORIGINAL
TX0058339-000	OTTO LEON BRAUER, JR.	DALE PROPERTY SERVICES, LLC	12/20/2007	D207049926	ORIGINAL
TX0125812-000	MODESTA ANDINO	DALE PROPERTY SERVICES, LLC	5/28/2008	D208231891	ORIGINAL
TX0127726-000	MARIA A. MURILLO	DALE PROPERTY SERVICES, LLC	6/18/2008	D208257833	ORIGINAL
TX0130242-000	GREGORY MARTINEZ	DALE PROPERTY SERVICES, LLC	7/17/2008	D208293551	ORIGINAL
TX0130233-000	HARMONY MISSIONARY BAPTIST CHURCH	DALE PROPERTY SERVICES, LLC	7/18/2008	D208293545	ORIGINAL
TX0130231-000	HARMONY MISSIONARY BAPTIST CHURCH	DALE PROPERTY SERVICES, LLC	7/18/2008	D208293544	ORIGINAL
TX0130226-000	ROBERT L. EPPS, JR.	DALE PROPERTY SERVICES, LLC	7/19/2008	D208293541	ORIGINAL

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	DPU
TX0130657-000	JOE C & ALICIA CASTILLO	DALE PROPERTY SERVICES, LLC	7/24/2008	D208299017	ORIGINAL
TX0132123-000	JOHN EDWARD LEE	DALE PROPERTY SERVICES, LLC	8/4/2008	D208318481	ORIGINAL
TX0132919-000	CARMEN RIVERA	DALE PROPERTY SERVICES, LLC	8/21/2008	D208339438	ORIGINAL
TX0133947-000	JUVENAL HERNANDEZ	DALE PROPERTY SERVICES, LLC	8/28/2008	D208358581	1ST AMENDMENT
TX0134005-000	GENEVA B. DUNN	DALE PROPERTY SERVICES, LLC	9/3/2008	D208358868	1ST AMENDMENT
TX0134020-000	ROBERT BRADFORD OCHONICKI	DALE PROPERTY SERVICES, LLC	9/5/2008	D208358869	1ST AMENDMENT
TX0135215-000	ANDREW B. MEADORS	DALE PROPERTY SERVICES, LLC	10/20/2008	D208446411	1ST AMENDMENT
TX0136556-000	STATE OF TEXAS	DALE PROPERTY SERVICES, LLC	12/16/2008	D209004901	1ST AMENDMENT
TX0460697-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION LLC	6/25/2009	D209223465	2ND AMENDMENT
TX0460927-000	CHESAPEAKE ROYALTY, L.L.C.	CHESAPEAKE EXPLORATION LLC	9/30/2009	D209316701	2ND AMENDMENT
TX0147792-000	TURPIN INVESTMENTS, INC.	CHESAPEAKE EXPLORATION LLC	9/17/2010	D210234562	4TH AMENDMENT
TX0147791-000	JOSEPH GUERRERO	CHESAPEAKE EXPLORATION LLC	9/17/2010	D210234561	4TH AMENDMENT
TX0149350-000	EMILIO N GARCIA	CHESAPEAKE EXPLORATION LLC	11/12/2010	D210288617	4TH AMENDMENT
TX0149355-000	MARCO ANTONIO GARCIA	CHESAPEAKE EXPLORATION LLC	11/23/2010	D210302594	4TH AMENDMENT
TX0150191-000	JUAN ATRURO & MARIA PALOS	CHESAPEAKE EXPLORATION LLC	1/15/2011	D211017407	4TH AMENDMENT
TX0436293-000	SIDURI DEVELOPMENT, LLC	VANTAGE FORT WORTH ENERGY LLC	6/1/2011	D211235865	4TH AMENDMENT
42-050668-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION LLC	4/3/2012	D212112607	4TH AMENDMENT
TX-500108-000	7-ELEVEN, INC.	CHESAPEAKE EXPLORATION LLC	4/5/2012	D212112050	4TH AMENDMENT

END OF EXHIBIT "A"

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County
10/1/2014 4:53 PM D214216414
PGS 4 $28.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
BARNEY ROBINSON UNIT

L0673884

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that certain Declaration of Pooled Unit for the Barney Robinson Unit, recorded August 26, 2008 as Document Number D208333826, Official Public Records of Tarrant County, Texas. Reference is also made to the First Amendment to Declaration of Pooled Unit, recorded April 20, 2009 as Document Number D209103867, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit, recorded December 10, 2009 as Document Number D209322280, Official Public Records of Tarrant County, TX. Reference is also made to the Third Amendment to Declaration of Pooled Unit, recorded April 12, 2010 as Document Number D210082574, Official Public Records of Tarrant County, Texas. Reference is also made to the Fourth Amendment to Declaration of Pooled Unit, recorded October 25, 2012 as Document Number D212264323, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Barney Robinson Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" of the Declaration of Pooled Unit or subsequent Amendments as referenced above.

WHEREAS, each of the Leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit and any subsequent Amendments – Barney Robinson Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as corrected and amended hereby, said Declaration and any corrections or amendments thereto remain in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the above referenced effective dates of the corresponding original Declaration of Pooled Unit or Amendments.

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company

By: _____
James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager

Arcadia Resources, L.P.
an Oklahoma limited partnership

By: _____
Scott Mueller, Chief Financial Officer

TOTAL E&P USA, INC.,
a Delaware corporation

By: _____
Fabien Colmet Daage, Vice President
Business Development and Strategy

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 23 day of June, 2014, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.

WHITNEY EVERHEART
Notary Public
State of Oklahoma
Commission # 05007336 Expires 08/10/17

_____
Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 19th day of August, 2014, by Scott Mueller, Chief Financial Officer of **Arcadia Resources, L.P.** an Oklahoma limited partnership.

ADDIE TRISKA NOTARY # 13010052 EXP. 10/31/17 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this, 25 day of September, 2014, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Barney Robinson Unit effective as of recording date of the original Declaration of Pooled Unit and subsequent Amendments.

The original Barney Robinson Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit & the Fourth Amendment to Declaration of Pooled Unit for the Barney Robinson Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	DPU
TX0130005-000	BUD STARNES & ASSOCIATES, LLC	DALE PROPERTY SERVICES, LLC	7/22/2008	D208285909	ORIGINAL
42-050667-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	4/3/2012	D212112606	4TH AMENDMENT

END OF EXHIBIT "A"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
1/3/2013 3:27 PM **D213003317**
PGS 5 $32.00
Submitter: SIMPLIFILE

CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. Box 18496
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED
BY SIMPLIFILE

By: _____

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

(9.)

File No. MF 109870
Visit #7145, Barney Robinson

Date Filed: 10/16/14
Jerry E. Patterson, Commissioner
By M.A.

4-9-15

Modified NADOA Model Form Division Order (Adopted 9/95)

MF109870

Unit 7145

STATE OF TEXAS
1700 N CONGRESS AVE
AUSTIN TX, 787010000

DIVISION ORDER

Property Number:	621237	Owner Number:	646157
Property Name:	BARNEY ROBINSON 1H	Interest Type:	5
Operator:	CHESAPEAKE OPERATING INC		
County, St:	TARRANT, TX		
Unit Gross Acres:	203.899000		
Legal Desc:	J VANRIPER, A-1590		
Title Requirement:	See Attached		
Lease Number:	TX0136556-000		
Effective Date:	10/7/2011	Pay Status:	SM

	Net Acres:	Lease Roy Rate:	Unit Interest:
BPO	2.935000	0.27500000	0.00395845
APO	2.935000	0.27500000	0.00395845
APO 2			

The undersigned certifies the ownership of their decimal interest in production or proceeds, as described above, payable by Chesapeake Operating, LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest or payment address. All such changes shall be effective the first day of month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $50.00, or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

OWNER SIGNATURE(S)	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	**CELL PHONE NUMBER**	**CORRESPONDENCE ADDRESS**
WORK PHONE NUMBER	**FAX NUMBER**	**EMAIL ADDRESS**

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

***COPY FOR YOUR RECORDS**

TITLE REQUIREMENT

LOT 1B BLK F WILLIAM JAMES

4.9.15

Modified NADOA Model Form Division Order (Adopted 9/95)

MF 104870
Unit 7145

STATE OF TEXAS
1700 N CONGRESS AVE
AUSTIN TX, 787010000

DIVISION ORDER

Property Number:	621237	Owner Number:	646157
Property Name:	BARNEY ROBINSON 1H	Interest Type:	5
Operator:	CHESAPEAKE OPERATING INC		
County, St:	TARRANT, TX		
Unit Gross Acres:	203.899000		
Legal Desc:	J VANRIPER, A-1590		
Title Requirement:	See Attached		
Lease Number:	TX0136556-000		
Effective Date:	10/7/2011	Pay Status:	SM

	Net Acres:	Lease Roy Rate:	Unit Interest:
BPO	1.478000	0.27500000	0.00199339
APO	1.478000	0.27500000	0.00199339
APO 2			

The undersigned certifies the ownership of their decimal interest in production or proceeds, as described above, payable by Chesapeake Operating, LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest or payment address. All such changes shall be effective the first day of month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $50.00, or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

OWNER SIGNATURE(S)	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	**CELL PHONE NUMBER**	**CORRESPONDENCE ADDRESS**
WORK PHONE NUMBER	**FAX NUMBER**	**EMAIL ADDRESS**

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

***COPY FOR YOUR RECORDS**

TITLE REQUIREMENT

ROW OF LOTS 2-7 BLK 2, WEBB ADDN

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

September 25, 2015

Patel Bindu
Division Order Analyst
Chesapeake Operating, Inc.
PO BOX 18496
Oklahoma City, OK 73154

Re: State Lease Nos. MF109870 Barney Robinson 1H
MF113902 Barney Robinson 1H; and
MF113903 Barney Robinson 1H
(Unit 7145)

Dear Mr. Bindu:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have been filed in the appropriate mineral files.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

10.

File No. MF 109870

Division Order ~~County~~

Barney Robinson IV

Date Filed: 9-25-2015

By VH George P. Bush, Commissioner

MF 109870

Modified NADOA Model Form Division Order (Adopted 9/95)

unit 7145

STATE OF TEXAS
1700 N CONGRESS AVE
AUSTIN TX, 787010000

DIVISION ORDER

Property Number:	632463	Owner Number:	646157
Property Name:	BARNEY ROBINSON 3H	Interest Type:	5
Operator:	CHESAPEAKE OPERATING INC		
County, St:	TARRANT, TX		
Unit Gross Acres:	203.899000		
Legal Desc:	J VANRIPER, A-1590		
Title Requirement:	See Attached		
Lease Number:	TX0136556-000		
Effective Date:	10/10/2014		

	Net Acres:	Lease Roy Rate:	Unit Interest:
BPO	1.478000	0.27500000	0.00199339
APO	1.478000	0.27500000	0.00199339
APO 2	1.478000	0.27500000	0.00199339

Pay Status: SM

API 439-36858

The undersigned certifies the ownership of their decimal interest in production or proceeds, as described above, payable by Chesapeake Operating, LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest or payment address. All such changes shall be effective the first day of month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $50.00, or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

OWNER SIGNATURE(S)	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	**CELL PHONE NUMBER**	**CORRESPONDENCE ADDRESS**
WORK PHONE NUMBER	**FAX NUMBER**	**EMAIL ADDRESS**

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

***COPY FOR YOUR RECORDS**

Owner No: 646157
Int Type: 5

Owner: STATE OF TEXAS

ST.01.4

TITLE REQUIREMENT

REQ 1; ROW OF LOTS 2-7 BLK 2, WEBB ADDN

MF109872

Modified NADOA Model Form Division Order (Adopted 9/95)

STATE OF TEXAS
1700 N CONGRESS AVE
AUSTIN TX, 787010000

DIVISION ORDER

Property Number:	632463	Owner Number:	646157
Property Name:	BARNEY ROBINSON 3H	Interest Type:	5
Operator:	CHESAPEAKE OPERATING INC		
County, St:	TARRANT, TX		
Unit Gross Acres:	203.899000		
Legal Desc:	J VANRIPER, A-1590		
Title Requirement:	See Attached		
Lease Number:	TX0136556-000		
Effective Date:	10/10/2014	Pay Status:	SM

	Net Acres:	Lease Roy Rate:	Unit Interest:
BPO	2.935000	0.27500000	0.00395845
APO	2.935000	0.27500000	0.00395845
APO 2	2.935000	0.27500000	0.00395845

The undersigned certifies the ownership of their decimal interest in production or proceeds, as described above, payable by Chesapeake Operating, LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest or payment address. All such changes shall be effective the first day of month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $50.00, or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

OWNER SIGNATURE(S)	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	**CELL PHONE NUMBER**	**CORRESPONDENCE ADDRESS**
WORK PHONE NUMBER	**FAX NUMBER**	**EMAIL ADDRESS**

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

***COPY FOR YOUR RECORDS**

TITLE REQUIREMENT

LOT 1B BLK F WILLIAM JAMES

Owner No: 646157
Int Type: 5

Owner: STATE OF TEXAS

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

September 25, 2015

Patel Bindu
Division Order Analyst
Chesapeake Operating, Inc.
PO BOX 18496
Oklahoma City, OK 73154

Re: State Lease Nos. MF109870 Barney Robinson 3H
MF113902 Barney Robinson 3H; and
MF113903 Barney Robinson 3H
(Unit 7145)

Dear Mr. Bindu:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have been filed in the appropriate mineral files.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF 109870

Division Order 3H ~~County~~

Date Filed: 9-25-2015

By VH George P. Bush, Commissioner

MF113903 7145
MF109870 MF113902

DIVISION ORDER

7.18.13

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO:	621237
EFFECTIVE:	10/7/2011
PREPARED BY:	DUSTIN AGUILERA / BRITTANY MOORE
DATE PREPARED:	7/11/2013
PRODUCT/ZONE:	OIL & GAS

This agreement is made and entered into on July 11, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	CHESAPEAKE OPERATING INC	OWNER NO:	646157	INT TYPE:	2 (RI)
PROPERTY:	BARNEY ROBINSON 1H	OWNER:	STATE OF TEXAS		
LEGAL DESCRIPTION:	J VANRIPER, A-1590	UNIT ACRES:	203.899000		
	TARRANT, TX	COMMENTS	REQ 1; PT OF LOT 3		

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SM	1.478000	0.27500000	0.00199339	1.478000	0.27500000	0.00199339			

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

12.

File No. MF109870

Division Order

Date Filed: 4-15-19

Jerry E. Patterson, Commissioner

By VQ