

MF110550

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF110550	65-902205		TARRANT

<i>Survey</i>	TARRANT COUNTY ROADS	
<i>Block</i>		
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>		
<i>Land Part</i>		
<i>Part Description</i>		
<i>Acres</i>	2.07	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
0	0	
<i>Name</i>	DALE PROPERTY SERVICES, LLC	
<i>Lease Date</i>	2/2/2010	
<i>Primary Term</i>	1 yrs	
<i>Bonus (\$)</i>	\$2,587.50	
<i>Rental (\$)</i>	\$0.00	
<i>Lease Royalty</i>	0.2500	

**EXPIRED**

DATE 2-2-2011

LEASING TW

MAPS J

GIS MC

Leasing: [Signature]

Analyst: [Signature]

Maps: [Signature]

GIS: [Signature]



**CAUTION**

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

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



CONTENTS OF FILE NO. MF- 110550

- 1. Lease 11/26/09
  - 2. Letter, bonus, + fees 11/26/09
  - 3. Map 11/26/09
  - 4. Affidavit 11/26/09
  - 5. Blat Legend 11/26/09
  - 6. Deed 11/26/09
  - 7. Lease 11/26/09
  - 8. Assignment 11/26/09
  - 9. GIL letter 2/2/10
- ASSIGNMENT FILED IN MF 110549 #9. 7/1/10

scanned p/c 5-6-13  
~~ID~~ EXPIRED 2-2-2011  
See MF 110549 #11, Assign #10164  
Dale (to) Chesapeake 2-8-17  
scanned pt 2-21-2017

# The State of Texas

HROW Lease  
Revised 8/06



## Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. (MF 110550)  
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 Alta Mesa Blvd., Suite 300, Ft. Worth, TX 76133 hereinafter called "Lessee".

1. Lessor, in consideration of **Two Thousand Five Hundred Eighty Seven 50/100 (\$2,587.50)** 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:

**2.07 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 **2.07** 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 February 2, 2010** 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 **1/4** 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 **1/4** 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 **1/4** 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 **1/4** 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 **\$ 25.00 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.

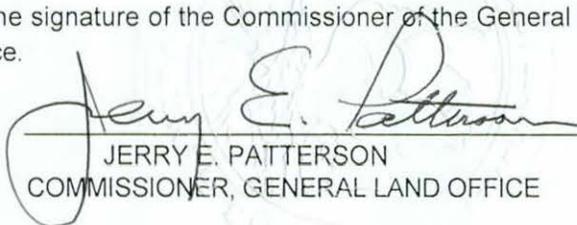
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well 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 royalty** 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: 

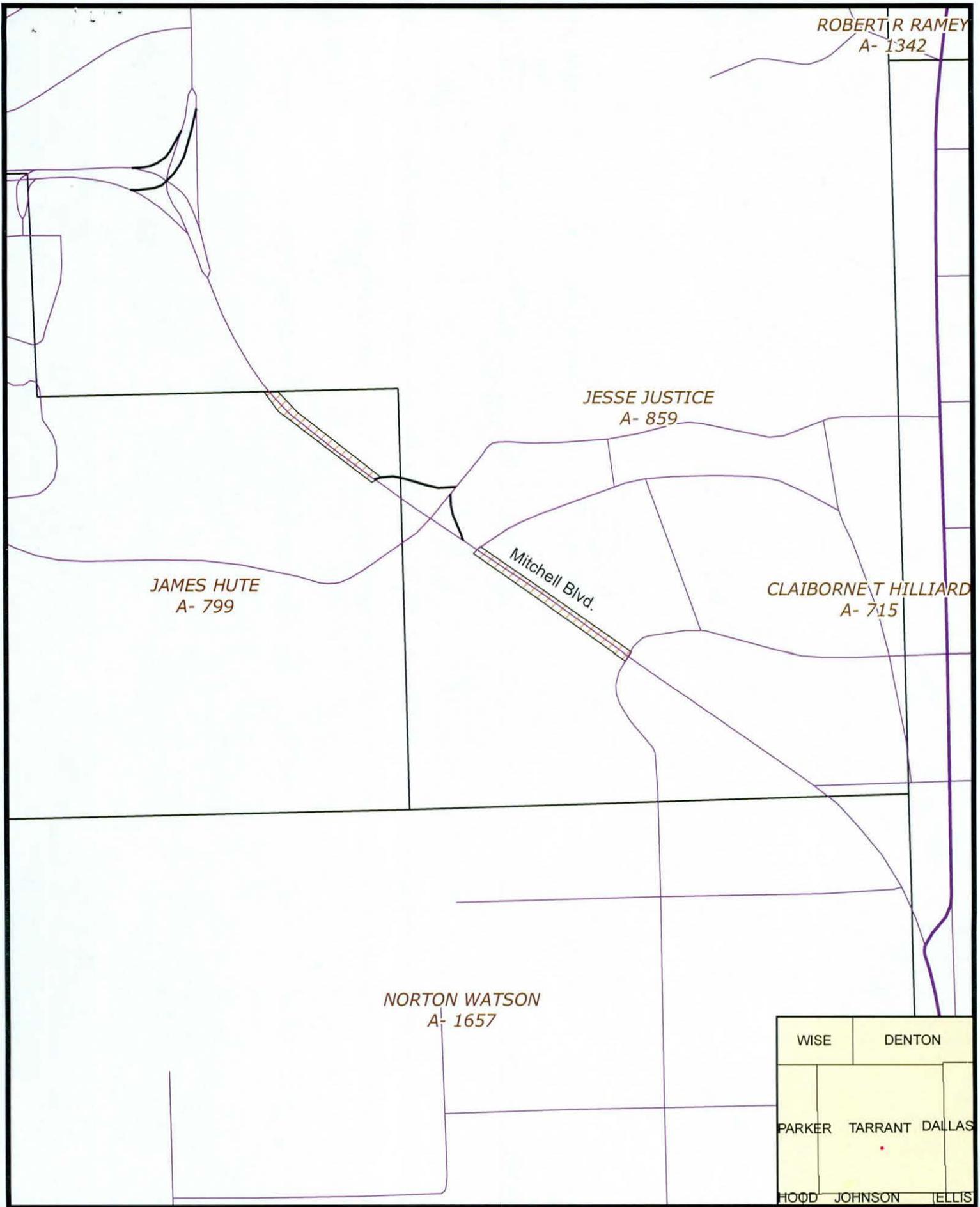
Exhibit "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated February 2, 2010, by and between the State of Texas, as lessor, and Dale Properties, LLC as lessee, covering acreage to be leased in Tarrant County, Texas, being part of the Mitchell Boulevard.

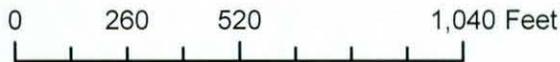
2.07 acres of land, more or less, situated in Block 2 out of the Trueland Addition, City of Ft. Worth. Said lands being described in the following deeds filed in the Deeds of Records of Tarrant County.

Tarrant County ("County") received the following described land designated as a R-O-W for Mitchell Boulevard:

1. Deed dated January 21, 1937, recorded in Volume 1304, Page 425, from D. Lee McRae to Tarrant County, conveying an undivided  $\frac{1}{2}$  interest in 1.31 acres of land, over and across Lots 6, 7, 8 & 9, Block 2, out of the Trueland Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 728, Page 632, of the Deed Records of Tarrant County, Texas.
2. Deed dated January 7, 1937, recorded in Volume 1308, Page 586, from Frank A. Ogilvie et al to Tarrant County, conveying an undivided  $\frac{1}{2}$  interest in 1.31 acres of land, over and across Lots 6, 7, 8 & 9, Block 2, out of the Trueland Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 728, Page 632, of the Deed Records of Tarrant County, Texas.
3. R-O-W Deed dated March 24, 1937, recorded in Volume 1304, Page 557, from W.A. Hubert et ux Natalie Hubert to Tarrant County, conveying 0.02 acres of land, over and across Lots 1 & 2, Block 2, out of the Trueland Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 728, Page 632, of the Deed Records of Tarrant County, Texas.
4. R-O-W Deed dated March 15, 1937, recorded in Volume 1322, Page 214, from Francis D. Seward, Jr. et ux Jacqueline T. Seward to Tarrant County, conveying 0.74 acres of land, over and across Lots 1, 2, 3 & 4, Block 10, out of the Glen Garden Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 28, of the Plat Records of Tarrant County, Texas.



Map showing a  
Buffer of Mitchell Blvd.  
2.07 acres  
Tarrant County



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  
February 2, 2010

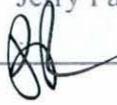
1.

File No MF110550

Lease

Date Filed: 11/26/09

Jerry Patterson, Commissioner

By 

# DALE PROPERTY SERVICES, L.L.C.

3000 Alta Mesa Boulevard, Suite 300

FORT WORTH, TX 76133

(817) 451-5353

November 19, 2009

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

Have Money  
m-110550

1250.00  
14  
1 yr  
split in 25.00  
Ten cc

Re: Application by Dale Property Services, L.L.C. to acquire Oil and Gas Lease covering 2.07 acres, more or less, being the Mitchell Boulevard R-O-W, Tarrant County, Texas

Dear Drew:

Tarrant County ("County") received the following described land designated as a R-O-W for Mitchell Boulevard:

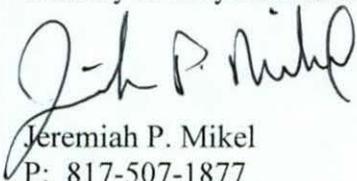
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3. R-O-W Deed dated March 24, 1937, recorded in Volume 1304, Page 557, from W.A. Hubert et ux Natalie Hubert to Tarrant County, conveying 0.02 acres of land, over and across Lots 1 & 2, Block 2, out of the Trueland Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 728, Page 632, of the Deed Records of Tarrant County, Texas.
4. R-O-W Deed dated March 15, 1937, recorded in Volume 1322, Page 214, from Francis D. Seward, Jr. et ux Jacqueline T. Seward to Tarrant County, conveying 0.74 acres of land, over and across Lots 1, 2, 3 & 4, Block 10, out of the Glen Garden Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 28, of the Plat Records of Tarrant County, Texas.

Dale Property Services, L.L.C. ("Dale") has researched the aforementioned R-O-W and discovered that the County owns a portion of it. 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 Property Services,

L.L.C. an oil and gas lease covering said land. If granted the lease, Dale will combine this lease with their present leases in a concerted plan of development for the Glen Garden prospect area.

Per our conversation on **November 19, 2009**, Dale agrees to pay **one thousand two hundred fifty dollars (\$1,250.00)** per net mineral acre for said lease. Both parties have agreed that this per acre consideration is fair and relative to current market prices in the immediate area.

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



Jeremiah P. Mikel

P: 817-507-1877

F: 817-496-3822

jeremiahm@dale-resources.com

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

DALE OPERATING COMPANY

COMERICA BANK

2100 Ross Avenue

Suite 1870, LB-9

Dallas, Texas 75201

(214) 979-9010

32-75/1110

DATE	CHECK NO.	AMOUNT
11/20/09	00309129	***2,587.50

PAY TWO THOUSAND FIVE HUNDRED EIGHTY-SEVEN AND 50 /100 DOLLARS

TO THE ORDER OF  
 COMMISSIONER OF THE GENERAL LAND OFFICE  
 4439  
 1700 NORTH CONGRESS AVE  
 AUSTIN TX 78701

⑈00309129⑈

DALE OPERATING COMPANY

Check No. 00309129

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
11/20/09	112009		2587.50		2587.50
<b>TOTAL</b>					<b>2587.50</b>

DALE OPERATING COMPANY

COMERICA BANK

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

32-75/1110

DATE	CHECK NO.	AMOUNT
11/20/09	00309128	*****100.00

PAY ONE HUNDRED AND 00 /100 DOLLARS

TO THE ORDER OF COMMISSIONER OF THE GENERAL LAND OFFICE  
4439 1700 NORTH CONGRESS AVE  
AUSTIN TX 78701

⑈00309128⑈

DALE OPERATING COMPANY

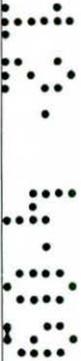
Check No. 00309128

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
11/20/09	112009		100.00		100.00
<b>TOTAL</b>					<b>100.00</b>

DALE OPERATING COMPANY

Check No. 00309129

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
11/20/09	112009		2587.50	X  10702762	2587.50  121
				TOTAL	2587.50



DALE OPERATING COMPANY

Check No. 00309130

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
11/20/09	112009		100.00	10702764	100.00 <i>X</i> <i>121</i>
TOTAL					100.00

004 31

2.

File No. MF 110550

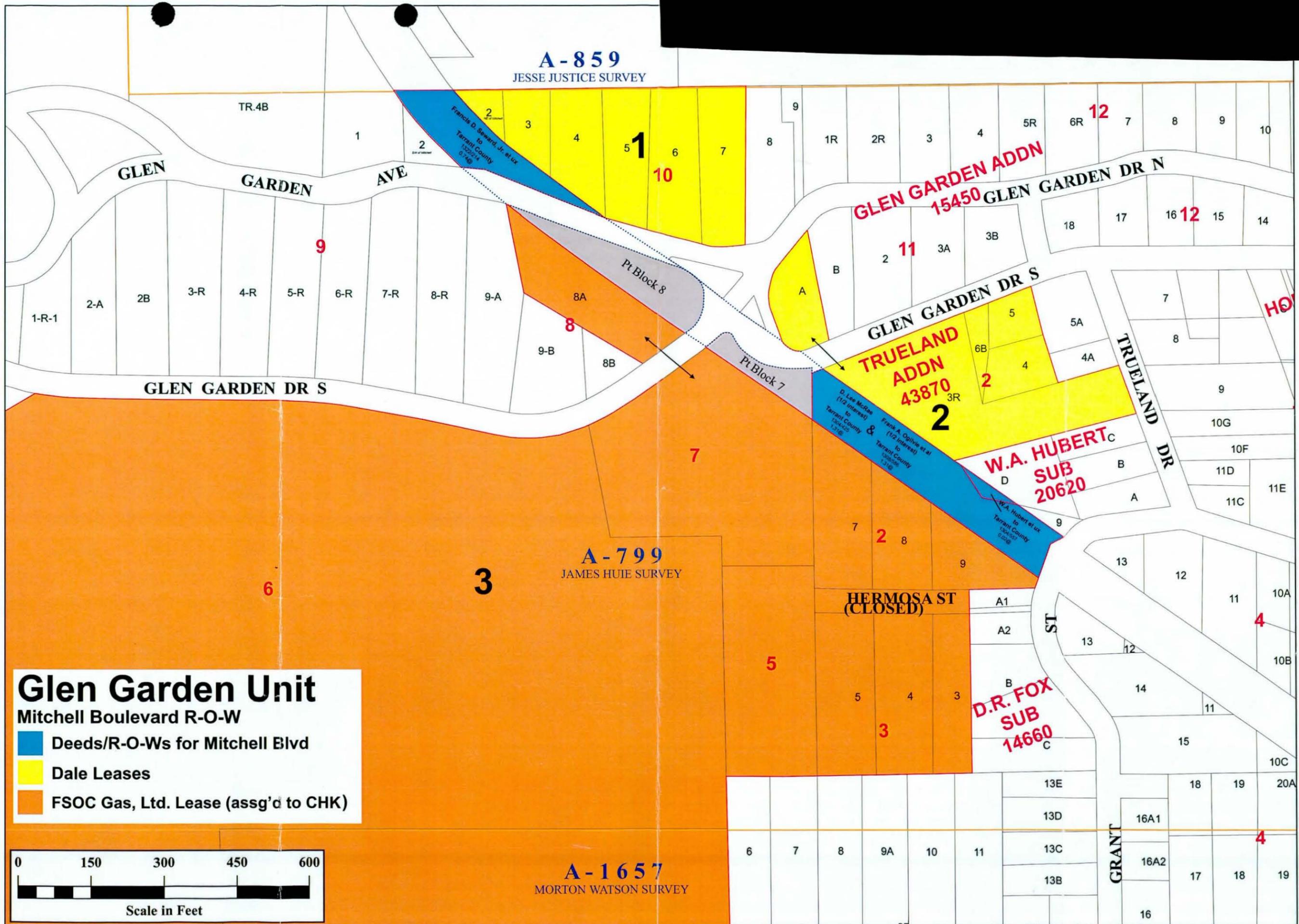
Gatterborgus, & Sons

Date Filed: 11/26/09

Jerry Patterson, Commissioner

By: 

15 000



**A-859**  
JESSE JUSTICE SURVEY

GLEN GARDEN AVE

GLEN GARDEN ADDN  
15450 GLEN GARDEN DR N

GLEN GARDEN DR S

GLEN GARDEN DR S

TRUELAND ADDN  
43870

W.A. HUBERT  
SUB 20620

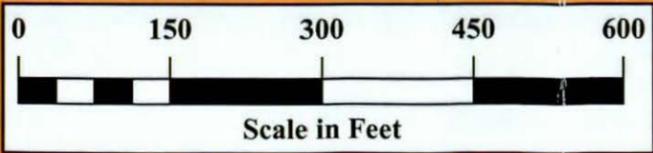
**A-799**  
JAMES HUIE SURVEY

HERMOSA ST  
(CLOSED)

**Glen Garden Unit**

Mitchell Boulevard R-O-W

- Deeds/R-O-Ws for Mitchell Blvd
- Dale Leases
- FSOC Gas, Ltd. Lease (assg'd to CHK)



**A-1657**  
MORTON WATSON SURVEY

GRANT



3.

File No. MF110550  
Map  
Date Filed: 11/26/09  
Jerry Patterson, Commissioner  
By [Signature]

**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 John Crocker, to me well known to be a credible person, and who after being by me duly sworn, on his 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 Long Avenue.

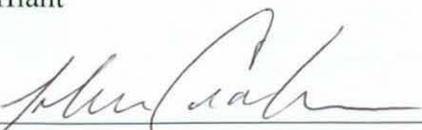
1. That Dale paid Bobby Anderson et ux Esther Anderson one thousand dollars (\$1,000.00) per net mineral acre as bonus consideration for the oil, gas and mineral lease recorded as Instrument #D206153787 in the Official Public Records of Tarrant County, Texas covering 3.611 acres of land adjacent to Mitchell Boulevard.
2. That Dale paid The Corporation of the Episcopal Diocese of Fort Worth one thousand five hundred dollars (\$1,500.00) per net mineral acre as bonus consideration for the oil, gas and mineral lease recorded as Instrument #D206342751 in the Official Public Records of Tarrant County, Texas covering 3.00 acres of land adjacent to Mitchell Boulevard.

FSOC Gas Co., Ltd. paid Glen Garden Golf and Country Club an unknown amount per net mineral acre as bonus consideration for the memorandum giving notice of oil, gas and mineral lease recorded as Instrument #D205266878 in the Official Public Records of Tarrant County, Texas covering 106.042 acres of land adjacent to Mitchell Boulevard. FSOC Gas Co., Ltd. subsequently assigned the lease to Chesapeake Exploration Limited Partnership in Instrument #D207232981. A copy of said assignment is provided within this packet and follows the lease.

The average consideration paid by Dale for the leases on adjacent lands to the property designated as Mitchell Boulevard is \$1,226.895 per acre.

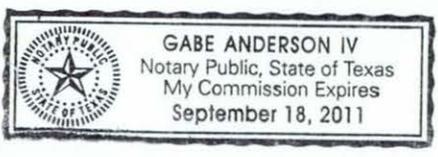
Further Affiant sayeth not.

Affiant

  
\_\_\_\_\_  
John Crocker

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19<sup>th</sup> day of November, 2009 by John Crocker.



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

f.

File No. MF 110550

affidavit

Date Filed: 11/26/09

Jerry Patterson, Commissioner

By: [Signature]



## Plat Legend

- (1) Oil, Gas and Mineral Lease  
Lessor: Bobby Anderson et ux Esther Anderson  
Lessee: Dale Resources, L.L.C.  
Recording Info: D206153787, Official Public Records of Tarrant County, Texas
  
- (2) Oil, Gas and Mineral Lease  
Lessor: The Corporation of the Episcopal Diocese of Fort Worth  
Lessee: Dale Resources, L.L.C.  
Recording Info: D206342751, Official Public Records, Tarrant County, Texas
  
- (3) Memorandum Giving Notice of Oil, Gas and Mineral Lease <sup>1</sup>  
Lessor: Glen Garden Golf and Country Club  
Lessee: FSOC Gas Co., Ltd  
Recording Info: D205266878, Official Public Records, Tarrant County, Texas

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<sup>1</sup> FSOC Gas Co., Ltd. assigned the Glen Garden Golf and Country Club lease to Chesapeake Exploration Limited Partnership in an Assignment, Bill of Sale, and Conveyance ("Assignment"), executed on the 29<sup>th</sup> day of June, 2007, recorded in Instrument #D207232981 in the Official Public Records of Tarrant County, Texas. A copy of said Assignment is provided for reference after the lease in the packet.

5.

File No. MF 110550

Stat Legend

Date Filed: 11/26/09  
Jerry Patterson, Commissioner

By [Signature]

D LEE MORAЕ                    I  
 TO: DEED                                    I                    STATE OF TEXAS                    I  
 TARRANT COUNTY                    I                    COUNTY OF TARRANT                    I

KNOW ALL MEN BY THESE PRESENTS:

That **D. Lee McRae** of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Fifty & no/100 Dollars to me in hand paid by **Tarrant County**, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County **an undivided one-half (1/2) interest in all of that certain tract or parcel of land required for right of way by approved new location survey of Wichita Street, County Project No. 1004, over and across Lots No. 6, 7, 8, and 9 in Block No. 2, Trueland Addition to the City of Fort Worth in Tarrant County, Texas, heretofore conveyed to D. Lee McRae by C. R. Vickery Attorney in fact for Porter J. True, et al, by deed dated 12th day of January, 1933, and recorded in Volume No. \_\_\_\_\_, Page No. \_\_\_\_\_, of the Deed Records of Tarrant County, Texas; said tract or parcel of land being more particularly described as follows, to-wit:**

Beginning at a point in the Easterly line of said Lot No. 9 and the Northwesterly line of Grant Street, said point being 28.5 ft. Northeasterly from the Southeast corner of said Lot No. 9:

Thence in a Northeasterly direction along said East line of Lot No. 9 and the Northwesterly line of Grant Street 67.4 ft. to a point, said point being an angle in said Northeasterly line of Lot No. 9 and said Northwesterly line of Grant Street:

Thence in a Northeasterly direction along said Northeasterly line of Lot No. 9 and Northwesterly line of Grant Street 37 ft. to a point in the Northeasterly right of way line of said County Project No. 1004;

Thence North  $54^{\circ} 35'$  West with said right of way line 140.4 ft. to a point in the Northeasterly line of said Lot No. 9:

Thence in a Northwesterly direction along said Northeasterly line of Lot No. 9, 60 ft. to a point, the North re-entrant corner of said Lot No. 9; said point also being the Southwest corner of Lot No. 2, Block No. 2, Trueland Addition to the City of Fort Worth:

Thence in a Northwesterly direction along the Northeasterly line of said Lot No. 9, 53.6 ft. to a point in said Northeasterly right of way line:

Thence North  $54^{\circ} 35'$  West with said right of way line 350.6 ft. to a point in the North line of said Lot No. 6 and the South line of Glen Garden Avenue:

Thence in a Southwesterly direction along the North line of Lot No. 6 and the South line of Glen Garden Avenue 25 ft. to a point the Northwest corner of Lot No. 6:

Thence South with the West line of Lot No. 6, 100 ft. to a point in the Southwesterly right of way line of said County Project No. 1004:

Thence South  $54^{\circ} 35'$  East with said right of way line 543 ft. to the place of beginning.

Containing in all 1.31 acres of land 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 Tarrant County, and its successors and assigns forever; and we do hereby bind ourselves, and our heirs and administrators, to warrant and forever defend, all and singular the said premises unto the said Tarrant County, and its successors and assigns, against every person whomsoever, lawfully claiming or to claim, the same or any part thereof.

It is understood that Tarrant County contemplates the construction of a

1

DEED RECORD VOLUME 1304

public road on the land herein described, and the consideration hereinabove mentioned includes any damages that might be sustained by me by reason of the construction of said road to the abutting property owned by me.

Witness our hands at Fort Worth, Texas, this the 21 day of Jan. 1937.

D. LEE McRAE

STATE OF TEXAS I  
COUNTY OF TARRANT I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared D. Lee McRae, 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 21 day of Jan. A. D. 1937.

CHESTER L. JONES, Notary Public  
in and for Tarrant County, Texas

L. S.

FILED FOR RECORD JANUARY 21, 1937 at 1:35 P. M.

RECORDED JANUARY 22, 1937 at 4:15 P. M.

BY: *Charles Wheat* DEPUTY

MRS. HAPPY SHELTON, COUNTY  
CLERK, TARRANT COUNTY, TEXAS

#45383

\*\*\*\*\*

H. M. DAGGETT I  
TO: PARTITION DEED I STATE OF TEXAS I  
STANLEY BRYAN DAGGETT, ET AL I COUNTY OF TARRANT I

WHEREAS, H. M. DAGGETT and Etta Stanley of Fort Worth, Tarrant County, Texas, were married in 1897, and thereafter lived together as husband and wife until December 1, 1936, when Etta Stanley Daggett was deceased without leaving any will; and three sons were born of said union, whose names, ages and residences are as follows:

Stanley Bryan Daggett, age 37 years, residence Rockport, Aransas County, Texas:

William Harrison Daggett, age 36 years, residence Decatur, Wise County, Texas;

and

Ephraim Beck Daggett, age 34 years, residence Terlingua, Brewster County, Texas; and said three sons were and are the only children born to said H. M. Daggett and his wife Etta Stanley Daggett; and,

WHEREAS, on December 1, 1936, the said H. M. Daggett, surviving husband of Mrs. Etta Stanley Daggett, Deceased, owned the following described property which was then and there his sole and separate property, to-wit:

Situate in Tarrant County, Texas, and in the City of Fort Worth, and

Being all of Block 155, City of Fort Worth, Texas, sometimes called Daggetts Addition to City of Fort Worth, Texas; and the South 22 feet of Lot 7, Block 154 City of Fort Worth, Tarrant County, Texas, also sometimes called Daggetts Addition to City of Fort Worth, Tarrant County, Texas;

Also Lot 11, Block E-1, Daggetts Addition to City of Fort Worth, Texas;

Also the South 1/2 of Lot 1 and the South 1/2 of Lot 2 and the North 25 feet of Lot 4, Also described as the North 1/4 of Lot 4, all in Block P-1 of Daggetts Addition to the City of Fort Worth, Texas, and also described in Assessor's Plat book in the office of the Tax Assessor of Tarrant County, Texas, as Lot 7, Block P-1 of Daggetts Addition to the City of Fort Worth, Texas:

DEED RECORD VOLUME 1308

1308/586

Marlow and F. A. Marlow, payable to order of Mrs. Maud J. Henry, a widow, described in a certain deed of trust executed by M. H. Marlow and F. A. Marlow to Gillis A. Johnson, trustee, for Mrs. Maud J. Henry, a widow, beneficiary, dated the 17th day of Feb. 1932, and recorded in vol. 412 on page 329 of the records of Deeds of Trust of Tarrant County, Texas, I, Mrs. Maud J. Henry, a widow, the owner and holder of said note, do hereby release the deed of trust lien shown by said deed to exist upon the following described land, to secure payment of said note viz:

Lots Nos. 17 and 18, in Block No. 7, Englewood Heights Addition to the City of Fort Worth, Tarrant County, Texas.

Deed of trust dated Feb. 24, 1925, recorded in book 242, page 343, Deed of Trust Records of Tarrant County, Texas, given to secure payment of a certain \$750. note of which the above was executed in renewal and extension is also hereby fully released, discharged and cancelled.

WITNESS my hand this 3rd day of Feb. 1937.

(MRS.) MAUD J. HENRY

THE STATE OF TEXAS  
COUNTY OF GRAYSON

BEFORE ME, a notary public in and for Grayson County, Texas, on this day personally appeared Mrs. Maud J. Henry, 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 4 day of Feb. A.D. 1937.

M. A. RICEBURGER, NOTARY PUBLIC,  
GRAYSON COUNTY, TEXAS

(L.S.)

FILED FEBRUARY 8, 1:35 P. M., 1937.

MRS. HAPPY SHELTON, COUNTY CLERK,  
TARRANT COUNTY, TEXAS

RECORDED FEBRUARY 9, 4:25 P. M., 1937.

BY *Virginia Barnett* DEPUTY

No. 46369

-000-

F. A. OGILVIE, ET AL

TO: DEED

TARRANT COUNTY

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT FRANK A. OGILVIE, Maxine Burlingham, a single woman, Maude Ballard and husband, E. E. Ballard, Lena Poarle Thomas and husband H. M. Thomas, of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Two Hundred and no/100 Dollars to us in hand paid by Tarrant County, acting through the Commissioners' Court receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, an undivided one-half (1/2) interest in all of that certain tract or parcel of land required for right of way by approved new location survey of Wichita Street, County Project No. 1004, over and across Lots No. 6, 7, 8, and 9, Block No. 2, Trueland Addition to the City of Fort Worth, in Tarrant County, Texas, heretofore conveyed to Frank A. Ogilvie, Temporary Administrator of the Estate of S. S. Ogilvie by C. R. Vickery, Attorney in fact for Porter J. True, et al, by Deed dated 17th day of November, 1932 and recorded in volume No. 1197, page No. 294, of the Deed Records of Tarrant

2  
1308/586

County, Texas, said tract or parcel of land being more particularly described as follows, to-wit:

Beginning at a point in the Easterly line of said Lot No. 9 and the North westerly line of Grant Street, said point being 28.5 ft. Northeasterly from the Southeast corner of said Lot No. 9;

Thence in a Northeasterly direction along said East line of Lot No. 9 and the Northwesterly line of Grant Street 37.4 ft. to a point; said point being an angle in said Northeasterly line of Grant Street;

Thence in a Northeasterly direction along said Northeasterly line of Lot No. 9 and Northwesterly line of Grant Street 37 ft. to a point in the Northeast-erly right of way line of said County Project No. 1004;

Thence North  $54^{\circ} 35'$  West with said right of way line 140.4 ft. to a point in the Northeasterly line of said Lot No. 9;

Thence in a Northwesterly direction along said Northeasterly line of Lot No. 9, 60 ft. to a point, the North re-entrant corner of said Lot No. 9; said point also being the Southwest corner of Lot No. 2, Block No. 2, Trueland addition to the City of Fort Worth;

Thence in a Northwesterly direction along the Northeasterly line of said Lot No. 9, 53.6 ft. to a point in said Northeasterly right of way line;

Thence North  $54^{\circ} 35'$  West with said right of way line 350.6 ft. to a point in the North line of said Lot No. 6 and the South line of Glen Garden Avenue;

Thence in a Southwesterly direction along the North line of Lot No. 6 and the South line of Glen Garden Avenue 25 ft. to a point the Northeast corner of Lot No. 6;

Thence South with the West line of Lot No. 6, 100 ft. to a point in the Southwesterly right of way line of said County Project No. 1004;

Thence South  $54^{\circ} 35'$  East with said right of way line 543 ft. to the place of beginning.

Containing in all 1.31 acres of land 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 Tarrant County, and its successors and assigns forever; and we do hereby bind ourselves and our heirs and administrators, to warrant and forever defend all and singular the said premises unto the said Tarrant County, and its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

It is understood that Tarrant County, contemplates the construction of a public road on the land herein described, and the consideration hereinabove mentioned includes any damages that might be sustained by us by reason of the construction of said road to the abutting property owned by us.

WITNESS our hands at Fort Worth, Texas, this 7 day of Jan.

A. D. 1937.

FRANK A. OGILVIE  
LENA PEANLE THOMAS  
H. M. THOMAS  
MAUDE BALLARD  
E. E. BALLARD  
MAXINE BURLINGHAM

## DEED RECORD VOLUME 1308

STATE OF TEXAS :  
COUNTY OF TARRANT :

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Frank A. Ogilvie, 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 7 day of Jan.  
A. D. 1937.

CHESTER L. JONES, NOTARY PUBLIC IN AND  
FOR TARRANT COUNTY, TEXAS

(I.S.)

STATE OF FLORIDA :  
COUNTY OF DADE :

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared H. M. Thomas, 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 22nd day of January, A. D. 1937.

LOUISE WILLINGHAM NOTARY PUBLIC  
Notary Public for the State of Florida  
at Large. My commission expires  
April 28, 1937

(I.S.)

STATE OF FLORIDA :  
COUNTY OF DADE :

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Lena Pearle Thomas, wife of H. M. Thomas, 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 Lena Pearle Thomas, acknowledged such instrument to be her act and deed, and 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 27th day of January, A. D. 1937.

LOUISE WILLINGHAM NOTARY PUBLIC  
Notary Public for the State of Florida at  
Large. My commission expires April 28, 1937

(I.S.)

STATE OF MISSOURI :  
CITY OF ST. LOUIS :

BEFORE ME, the undersigned authority, a notary public in and for said City and State, on this day personally appeared E. E. Ballard, 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 2d day of February, A. D. 1937.

WALTER W. LIMCOOLY, NOTARY PUBLIC IN AND FOR

CITY OF ST. LOUIS, MISSOURI

My commission expires February 28, 1937

(L.S.)

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Maud Ballard, wife of E. E. Ballard, 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 Maud Ballard, acknowledged such instrument to be her act and deed, and 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 3rd day of February, A. D. 1937.

KENNETH W. HOWE, NOTARY PUBLIC IN AND FOR ST. LOUIS COUNTY, MO.

(L.S.)

STATE OF TEXAS  
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Maxine Burlingham, 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 5 day of Feb. A. D. 1937.

CHESTER L. JONES, NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS

(L.S.)

FILED FEBRUARY 8, 2:42 P. M., 1937.

RECORDED FEBRUARY 10, 4:55 P. M., 1937.

MRS. HAPPY SHELTON, COUNTY CLERK,  
TARRANT COUNTY, TEXAS

BY *Virginia Barnett* DEPUTY

No. 46373

-oOo-

ARTHUR TALIAFERRO  
TO: ASSIGNMENT OF LIEN  
THE FORT WORTH NATIONAL BANK

THE STATE OF TEXAS  
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 6th day of November, A. D. 1936, Ben Daniels and wife, Lillie Mae Daniels, did execute their one certain note, described as follows:

Being in the sum of \$2,000.00, payable to the order of Arthur Taliaferro and which said note is set out and described in a certain mechanic's lien contract executed by Ben Daniels and wife Lillie Mae Daniels to Arthur Taliaferro and recorded in volume 112, page 319, records of mechanic's liens of Tarrant County, Texas, and secured by the mechanic's lien therein expressed, on the following described lot, or parcel of land, situated in the County of Tarrant, State of Texas, to-wit:

Lot 14 in Block 151, North Fort Worth, an Addition to the City of Fort Worth, 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 Chas. W. Harris, 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 26th day of March, A. D. 1937.

A. B. COOK, NOTARY PUBLIC,  
TARRANT COUNTY, TEXAS

(L.S.)

FILED MARCH 27, 9:06 A. M., 1937.

MRS. HAPPY SHELTON, COUNTY CLERK,  
TARRANT COUNTY, TEXAS

RECORDED APRIL 5, 10:45 A. M., 1937.

BY *Original Barnett* DEPUTY

No. 49538

-000-

W. A. HUBERT  
TO: RIGHT OF WAY DEED  
TARRANT COUNTY

*W.A.*

STATE OF TEXAS  
COUNTY OF TARRANT

TARRANT COUNTY HIGHWAY DEPARTMENT

RIGHT OF WAY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT W. A. Hubert, and wife, Natalia Hubert of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Twenty five & no/100 Dollars to us in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved

new location survey of Wichita Street County Project No. 1004, over and across Lots No. 1 and 2, Block 2, Trueland Addition to the City of Fort Worth, in Tarrant County, Texas, heretofore conveyed to W. A. Hubert by C. R. Vickery, Executor of Est. Emma J. True by Deed Dated 21st day of February, 1928, and recorded in Volume No. 1119, Page No. 363, of the Deed records of Tarrant County, Texas; said tract or parcel of land herein conveyed, being subject to lien(s) held by:.....by deed and being more particularly described as follows, to wit:

Beginning at the Southwest corner of said Lot No. 2, Block No. 2, Trueland Addition to the City of Fort worth, and the Northwest corner of said Lot No. 1;

Thence in a Northwesterly direction along the west line of said Lot No. 2, 53.6 ft. to a point in the Northeasterly right of way line of said County Project No. 1004;

Thence South 54°35' East along said right of way line 107.8 ft. to a point in the Southerly line of said Lot No. 1;

Thence in a Westerly direction along said Southerly line of Lot No. 1, 60 ft. to the place of beginning.

Containing 0.02 acres of land more or less.

TO HAVE AND TO HOLD the above described premises, together

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with all and singular the rights and appurtenances thereto in anywise belonging unto the said Tarrant County, and its successors and assigns forever; and we do hereby bind ourselves and our heirs and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Tarrant County, and its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

It is understood that Tarrant County contemplates the construction of a public road on the land herein described, and the consideration hereinabove mentioned includes any damages that might be sustained by us by reason of the construction of said road to the abutting property owned by us.

WITNESS our hands at Fort Worth, Texas, this the 24 day of **March, A. D. 1937.**

W. A. HUBERT  
MRS. NATALIE HUBERT

STATE OF TEXAS :  
COUNTY OF TARRANT :

BEFORE ME, Chester L. Jones, a notary public in and for said County and State, on this day personally appeared W. A. Hubert, known to me (or proved to me on the oath of.....) 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 March, A. D. 1937.

CHESTER L. JONES, NOTARY PUBLIC,  
TARRANT COUNTY, TEXAS

(L.S.)  
STATE OF TEXAS :  
COUNTY OF TARRANT :

BEFORE ME, Chester L. Jones, a notary public in and for said County, and State, on this day personally appeared Natalie Hubert, wife of W. A. Hubert, 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 Natalie Hubert, acknowledged such instrument to be her act and deed, and 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 **March, A. D. 1937.**

CHESTER L. JONES, NOTARY PUBLIC,  
TARRANT COUNTY, TEXAS

(L.S.)  
FILED MARCH 27, 9:30 A. M., 1937.

MRS. HAPPY SHELTON, COUNTY CLERK,  
TARRANT COUNTY, TEXAS

**RECORDED APRIL 5, 11:05 A. M., 1937.**  
BY *Virginia Barnett* DEPUTY

No. 49540

DEED RECORD VOLUME 1322

1322/214

upon and will, on the first Tuesday in July, 1936, same being the 7th day of said month, at the Court House door in the City of Fort Worth, Tarrant County, Texas, between the hours of ten o'clock A. M. and four o'clock P. M., proceed to sell to the highest bidder for cash all the right, title and interest of said defendants, or any of them, in and to the following described real estate, levied upon June 11th, 1936, as the property of said defendants, to-wit:

Situated in the County of Tarrant and State of Texas, being all of Lot Number 10, in Block Number 41, of University Place, an Addition to the City of Fort Worth, ~~an Addition to the City of Fort Worth, Texas~~, according to the plat thereof recorded in volume 204-h, page 172, of the Deed Records of Tarrant County, Texas, known as 2554 Cockrell Avenue, in the City of Fort Worth, Texas, and being the same property described in deed of trust from Meredith R. Carb and Bessie Carb, his wife, to G. W. Fowler, Trustee, dated September 1, 1929, and recorded in volume 393, page 322, of the Deed of Trust Records of Tarrant County, Texas.

The above sale will be made by me to satisfy the above described judgment, and the proceeds thereof will be applied to the satisfaction of said judgment.

CARL SMITH, SHERIFF OF  
TARRANT COUNTY, TEXAS  
BY W. W. OVERTON, DEPUTY SHERIFF  
6-13-3

FILED APRIL 15, 10:36 A. M., 1937.

RECORDED APRIL 20, 11:50 A. M., 1937.

BY *Virginia Bernard* DEPUTY

MRS. HAPPY SHELTON, COUNTY CLERK,  
TARRANT COUNTY, TEXAS

No. 50610

-000-

FRANCIS D. SEWARD, JR., ET UXOR :  
TO: RIGHT OF WAY DEED : STATE OF TEXAS :  
TARRANT COUNTY : COUNTY OF TARRANT :

TARRANT COUNTY HIGHWAY DEPARTMENT

RIGHT OF WAY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Francis D. Seward, Jr., & wife, Jacqueline T. Seward

of the City of St. Louis, Missouri, for and in consideration of the sum of Three Hundred and fifty (\$350.00) and no/100 Dollars to me in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land

required for right of way by approved new location survey of Wichita Street County Project No. 1004 over and across Lots No. 1, 2, 3, and 4, Block No. 10, Glen Garden Addition to the City of Fort Worth, in Tarrant County, Texas, heretofore conveyed to F. D. Seward by O. K. Cattle Company, W. C. Austin, Receiver by Deed Dated 24th day of August, 1931, and recorded in volume No. 1143, page No. 309, of the Deed Records of Tarrant County, Texas; said tract or parcel of land herein conveyed, being more particularly described as follows, to wit:

Beginning at the Southeast corner of Lot No. 4, Block No. 10, Glen Garden Addition to the City of Fort Worth, thence in a northwesterly direc-

4

tion along the South line of Lots No. 4, 3, and 2, 244.7 ft. to a point; an angle in the South line of said Lot No. 2;

Thence in a Northwesterly direction with the South line of said Lot No. 2, 49 ft. to a point, the beginning of a 4°47' curve to the right;

Thence along said curve in a Northwesterly direction 50 ft. from and concentric with the center line of said County Project No. 1004, 252.5 ft. to a point in the North line of said Lot No. 1;

Thence East with the North line of said Lots No. 1 and 2, 126 ft. to a point, the beginning of a 5°18' curve to the left;

Thence along said curve in a Southeasterly direction 50 ft. from and concentric with the center line of said County Project No. 1004, 289.5 ft. to a point, the end of said curve;

Thence South 54° 35' East 131.8 ft. to the place of beginning.

Containing in all 0.74 acre of land 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 Tarrant County, and its successors and assigns forever; and we do hereby bind ourselves and our heirs and administrators, to warrant and forever defend, all and singular the said premises unto the said Tarrant County, and its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by through and under Garntor herein and not otherwise.

It is understood that Tarrant County contemplates the construction of a public road on the land herein described.

WITNESS our hands at Fort Worth, Texas, this the...day of March, A. D. 1937.

FRANCIS D. SEWARD, JR.,  
JACKQUELINE T. SEWARD

STATE OF MISSOURI :  
CITY OF ST. LOUIS :

BEFORE ME, the undersigned authority, a notary public in and for said City and State, on this day personally appeared Francis D. Seward, Jr., 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 15 day of March, A. D. 1937.

BERNARD E. NIEWURNER, NOTARY PUBLIC  
IN AND FOR THE CITY OF ST. LOUIS  
MISSOURI  
My commission expires Feb. 15, 1939

(L.S.)  
STATE OF MISSOURI :  
CITY OF ST. LOUIS, MO. :

BEFORE ME, a notary public in and for said City and

DEED RECORD VOLUME 1322

D. Seward, Jr., 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 Jacqueline T. Seward, acknowledged such instrument to be her act and deed, and 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 15 day of March, A. D. 1937.

BERNARD E. NIEWURHNER, NOTARY PUBLIC,  
CITY OF ST. LOUIS, MO.

My commission expires Feb. 15, 1939

(L.S.)

FILED APRIL 15, 11:02 A. M., 1937.

MRS. HAPPY SHELTON, COUNTY CLERK,  
TARRANT COUNTY, TEXAS

RECORDED APRIL 20, 12:45 P. M., 1937.

BY *Virginia Seward* DEPUTY

No. 50811

-oOo-

RHM	R. H. KINGSBURY	:	THE STATE OF TEXAS	:
	TO: RELEASE VENDOR'S LIEN	:	COUNTY OF TARRANT	:
	E. J. SMITH, ET UX	:		:

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, hertofore, on to-wit, the 18th day of April, A. D. 1935, E. J. Smith and wife Pearl Smith, of the County of Tarrant and State of Texas, by a certain deed of that date, recorded on page....., book....., Record of Deeds for Tarrant County, Texas, conveyed to L. R. Payme and wife, Maydell Payne, the premises described in said deed, for and in consideration of the sum of twenty five hundred and no/100 (\$2500.00) Dollars, of which amount the sum of twelve hundred fifty and no/100 (\$1250.00) Dollars was evidenced by 3 promissory notes of even date with said deed and payable to the order of R. H. Kingsbury to secure the payment of which the vendor's lien was retained in said deed on said premises. Now, in consideration of the payment of all three said promissory notes the receipt whereof is hereby acknowledged, I, R. H. Kingsbury, hereby release and cancel the said vendor's lien and confirm to the grantees in said deed and their assigns the title to the following described premises, to wit:

Being a part of the E. S. Carder Survey in Tarrant County, Texas, and being 23.8 acres, and described by metes and bounds as follows:

Beginning 475 varas East of the Southeast corner of the W. W. Wallace 2605 acre Survey and the Northwest corner of the W. W. Wallace 640 acre survey, said point of beginning being 475 varas East of the Southwest corner of said E. S. Carder Survey;

Thence North 594 varas;  
Thence East 91 varas;  
Thence North 181 varas;  
Thence East 361 varas to the East line of E. S. Carder survey;

vey;

Thence South with said East line 181 varas to an iron pipe;  
Thence West 366 varas to an iron pipe;  
Thence South 594 varas to the South line of said Carder

6.

File No. MF 110550

Deed

Date Filed: 11/26/09

Jerry Patterson, Commissioner

By [Signature]

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

(B)  
THIS AGREEMENT made this 20<sup>th</sup> day of April, 2006, between Bobby Anderson and wife, Esther Anderson, Lessor (whether one or more), whose address is 2929 Glen Garden Drive, Fort Worth, TX 76119, 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:

3.611 acres of land, more or less, being Lot(s) 2,3,4,5,6, and 7, Block 10, of the Glen Garden Addition, an addition to the City of Fort Worth, 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, 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 Lessee's 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 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, by through and under Lessor only, 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.

*Bobby Anderson*

By: Bobby Anderson

*Esther Anderson*

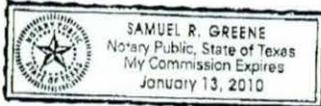
By: Esther Anderson

ACKNOWLEDGMENTS

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 20<sup>th</sup> day of April, 2006

by Bobby Anderson

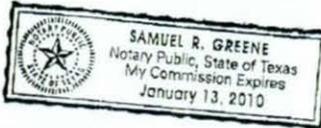


*Samuel R. Greene*  
Notary Public, State of  
Notary's name (printed):  
Notary's commission expires:

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 20<sup>th</sup> day of April, 2006

by Esther Anderson



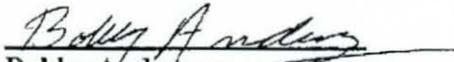
*Samuel R. Greene*  
Notary Public, State of  
Notary's name (printed):  
Notary's commission expires:

Exhibit "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN PAID UP OIL, GAS AND MINERAL LEASE BETWEEN BOBBY ANDERSON AND WIFE, ESTHER ANDERSON, 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.

Signed for identification:

  
Bobby Anderson

  
Esther Anderson



SHAW INTERESTS INC  
PO BOX 9612

MIDLAND TX 79708

Submitter: SHAW INTERESTS INC

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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: 05/22/2006 03:55 PM  
Instrument #: D206153787  
A 4 PGS \$24.00

By: \_\_\_\_\_



D206153787

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.

3  
NOTICE OF CONFIDENTIALITY RIGHTS: 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 10<sup>th</sup> day of October 2006, between The Corporation of the Episcopal Diocese of Fort Worth, Lessor (whether one or more), whose address is 4201 Mitchell Boulevard, Fort Worth, Texas 76119, 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:

2.41 acres of land, more or less being Lots 3R, a portion of Lot 4, and Lots 5 and 6B, Block 2, of the Trueland Addition, an addition to the City of Fort Worth, Tarrant County, Texas, as described in that certain deed dated August 11, 1977, and recorded in Volume 6324, Page 629, of the Deed Records of Tarrant County, Texas.

.59 acres of land, more or less being Lot A, Block 11, of the Glen Garden Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat recorded in Volume 388-F, Page 395, of the Plat Records of Tarrant County, Texas.

Said lands are hereby deemed to contain 3.00 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 one-fourth (1/4) 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-fourth (1/4) 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-fourth (1/4) 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-fourth (1/4) 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-fourth (1/4) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fourth (1/4) 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 Lessee's 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 from 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.

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.

The Corporation of the Episcopal Diocese of Fort Worth

*C. Chad Bates*

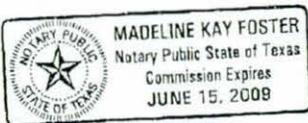
By: *C. Chad Bates*

Its: *Trustee*

ACKNOWLEDGMENTS

STATE OF  
COUNTY OF

This instrument was acknowledged before me on the 10th day of October, 2006  
By C. Chad Bates as Trustee of The Corporation of the Episcopal Diocese of Fort Worth, on behalf of such corporation.



*Madeline Foster*  
Notary Public, State of  
Notary's name (printed): Madeline Foster  
Notary's commission expires: June 15, 2009

ATTACHED TO AND MADE PART OF THAT CERTAIN PAID UP OIL, GAS AND MINERAL LEASE DATED October 10, 2006 BETWEEN THE CORPORATION OF THE EPISCOPAL DIOCESE OF FORT WORTH, 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.



DALE RESOURCES  
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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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: 11/01/2006 12:56 PM  
Instrument #: 0306342751  
OPR 4 PGS \$34.00



0306342751

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.

1

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.

MEMORANDUM GIVING NOTICE OF OIL, GAS AND MINERAL LEASE

State: Texas
County: Tarrant
Lessor: Glen Garden Golf and Country Club
2916 Glen Garden S. Dr.
Fort Worth, TX 76119
Lessee: FSOC Gas Co., Ltd.
777 Taylor ST. #1090
Fort Worth, TX 76102
Effective Date: August 17, 2005

For adequate consideration, Glen Garden Golf and Country Club, Lessor, has granted, leased, and let to FSOC Gas Co., Ltd., Lessee, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks and other structures and to produce, save, and take care of, treat, transport, and own oil, gas, and other minerals, all on or from the following lands in the county and state named above:

Being 111.50 acres, more or less, out of the Glen Garden Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in that certain Warranty Deed dated December 3, 1935 from R. W. Fender, Trustee to Glen Garden Golf and Country Club and recorded in Volume 1274, Page 593, Deed Records, Tarrant County, Texas. SAVE AND EXCEPT:

Tract 1: 4.5 acres, more or less, out of the Glen Garden Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in that certain Warranty Deed from Glen Garden Golf and Country Club to Henry G. Gray and R. C. Houlihan and recorded in Volume 3137, Page 317, Deed Records, Tarrant County, Texas.

Tract 2: .458 acres, more or less, out of the Glen Garden Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in that certain Warranty Deed from Glen Garden Golf and Country Club to Charles Edward Willis, et ux and recorded in Volume 6932, Page 2143, Deed Records, Tarrant County, Texas.

Tract 3: .500 acres, more or less, out of the Glen Garden Addition to the City of Fort Worth, Tarrant County, Texas and being more particularly described in that certain Warranty Deed from Glen Garden Golf and Country Club to J.J. Lyles and recorded in Volume 2944, Page 604, Deed Records, Tarrant County, Texas.

Leaving a net 106.042 acres, more or less.

The Oil, Gas and Mineral Lease (the "Lease") is for a primary term of Two (2) years from the Effective Date stated above, and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee.

This Memorandum is signed by Lessor and is effective for all purposes as of the Effective Date stated above.

Lessor: Glen Garden Golf and Country Club

Signature and Title: Billy G. Nelms, Secretary/Treasurer

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 26th day of August, 2005 by Billy G. Nelms, Secretary/Treasurer of Glen Garden Golf and Country Club on behalf of said corporation.



Signature of Notary Public, State of Texas

3



FOUR SEVENS OIL CO  
777 TAYLOR ST 1090

FTW TX 76102

Submitter: MICHAEL MARTINEZ

---

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: 09/08/2005 03:10 PM  
Instrument #: D205266878  
OPR 2 PGS \$16.00

by: 



**D205266878**

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.

7,

File No. MF110550

Lease

Date Filed: 11/26/09

Jerry Patterson, Commissioner

By 



(c) To the extent transferable by Assignor without material restriction under applicable law or third-party agreements (without the payment of any funds or consideration), all contracts and contractual rights, obligations, and interests, including all farmout and farmin agreements, area of mutual interest agreements, operating agreements, co-op agreements, surface use agreements, pad site agreements, production sales and purchase contracts, saltwater disposal agreements, surface leases, surface fee interests, seismic licenses, division and transfer orders, and other contracts or agreements covering or affecting any or all of the interests described or referred to above (the "Contracts");

(d) All easements, rights-of-way, licenses, authorizations, permits, and similar rights and interests applicable to, or used or useful in connection with any or all of the above-described interests;

(e) All oil, condensate, natural gas, natural gas liquids, and other minerals produced after the Effective Time attributable to Assignor's interest in the Lease and Lands;

(f) All equipment currently installed on or at the site of, or otherwise used in the operation of, the foregoing Wells, including but not limited to, wellhead equipment, flowlines, tanks, injection facilities, saltwater disposal facilities, compression facilities, gathering systems and other equipment;

(g) All pipe, pipelines, gathering lines, fixtures, fittings, meters and related equipment located in or on the Leases and Lands, or any surface leases or fee interests, as well as all pipelines, and rights-of-way associated therewith, utilized in gathering and transporting production from the Properties owned by Assignor, or any related or affiliated companies; and

(h) All Records as defined in the Purchase and Sale Agreement dated June 1, 2007, between Assignor, as Sellers, and Assignee, as Buyer (referred to herein as the "Agreement").

All of the above real and personal properties, rights, titles, and interests described in subparagraphs (a) through (h) above, subject to the limitations and terms expressly set forth in the Agreement and in the Exhibit A attached hereto, are hereinafter collectively called the "Properties" or, individually, a "Property."

This Assignment shall be effective as of July 1, 2007, at 7:00 a.m. local time where the Properties are located ("Effective Time").

Assignee hereby agrees that all merchantable oil or other liquids in storage above the pipeline connection in tanks attributable to the Properties as of the Effective Time are excluded from this sale and are reserved by and remain the property of Assignor. Further, Assignee agrees that all gas produced and the proceeds of gas produced prior to the Effective Time shall likewise remain the property of Assignor.

ASSIGNEE HEREBY AGREES THAT IT HAS INSPECTED OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTIES, INCLUDING THE LEASES AND ASSOCIATED AGREEMENTS, WELLS, PERSONAL PROPERTY, AND EQUIPMENT ASSIGNED AND CONVEYED HEREIN AND THAT, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, IT ACCEPTS THE SAME "AS IS" AND "WITH ALL FAULTS". Assignee agrees to assume all responsibility for the Leases, Wells, the casing and all other leasehold equipment in and on the Wells, and all other personal property and fixtures used on or in connection therewith on and after the Effective Time.

Assignee shall properly plug and abandon at Assignee's expense all Wells herein assigned or located on the Properties and shall clean and restore the surface at Assignee's expense and in accordance with the applicable lease provisions and local, state and federal rules and regulations pertaining to the plugging and abandoning of such Wells and the restoration of such surface. Assignee shall indemnify, defend and hold Assignor harmless from and against all Losses as a result of Assignee's failure to comply with the provisions of this paragraph and this Assignment.

All taxes, including but not limited to ad valorem, property and severance taxes, shall be prorated between Assignor and Assignee as of the Effective Time, with Assignor responsible for all such taxes accruing prior thereto and Assignee responsible for all such taxes accruing thereafter. Assignee shall bear and pay any recording fees associated with the transfer of the Properties. Assignee agrees to be solely responsible for any and all sales taxes, if any, due on equipment, material and property hereby assigned and sold, and Assignee shall remit such sales taxes to the proper taxing authority.

Assignee agrees to perform all operations in compliance with all applicable local, state, and federal laws, orders, rules and regulations, and to observe, perform and abide by all of the lease terms and provisions, express and implied, applicable to Assignor's interest in the Properties. Assignee further agrees to secure the bonds, permits and other documents as required by the appropriate regulatory authority which are necessary to effectuate the transfer of interests hereby and to cause the release of Assignor's continued liability as lessee or operator. The parties hereto agree to execute such additional documents or instruments as necessary to transfer Assignor's interest in the Properties.

This Assignment, Bill of Sale and Conveyance is made pursuant and subject to the terms of that certain unrecorded Purchase and Sale Agreement between Sellers and Buyer, dated June 1, 2007 (the "Agreement"). The Agreement and all of the terms and conditions thereof are hereby incorporated by reference for all purposes. In the event of a conflict between the terms and provisions of this Assignment, Bill of Sale and Conveyance, and the Agreement, the terms and provisions of the Agreement shall control to the extent of such conflict.

Assignee accepts this transfer of the Properties subject to any and all covenants in instruments in the chain of title and to any outstanding agreements, whether recorded or

not, which may include, but are not limited to, agreements for options, leases, permits, rights-of-way, easements, water disposal systems, licenses, operating agreements and production sales agreements; and in this regard, Assignee assumes all duties and obligations associated with the outstanding agreements, including, but not limited to, all of Assignor's rights and obligations in and for any gas sales, production or transportation imbalances, whether as a result of overproduction or underproduction by Assignor.

EXCEPT FOR (i) THE TITLE WARRANTY IN ARTICLE 6.1 OF THE AGREEMENT, OR (ii) BREACH OF THE ENVIRONMENTAL REPRESENTATION SET FORTH IN ARTICLE 7.1 OF THE AGREEMENT, CONVEYANCE OF THE PROPERTIES WILL BE MADE AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED IN FACT OR IN LAW, AS TO MERCHANTABILITY, DURABILITY, USE, TITLE, OPERATION, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, OR SAFETY OF THE PROPERTIES, COMPLIANCE WITH REGULATORY AND ENVIRONMENTAL REQUIREMENTS OR OTHERWISE. ASSIGNOR DOES NOT IN ANY WAY REPRESENT OR WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR EXCEPT AS SET OUT IN THE AGREEMENT.

This Assignment is binding upon and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED this 29th day of June, 2007, but effective as of the Effective Time.

ASSIGNORS:

FOUR SEVENS RESOURCES CO., LTD.,  
a Texas limited partnership  
BY: MB&N LLC  
General Partner

By: Marty Searcy  
Marty Searcy, President

FOUR SEVENS RESOURCES  
OPERATING CO., LTD.,  
a Texas limited partnership  
BY: MB&N LLC  
General Partner

By: Marty Searcy  
Marty Searcy, President

FOUR SEVENS RESOURCES PIPELINE  
CO., LTD.,  
a Texas limited partnership  
BY: MB&N LLC  
General Partner

By: Marty Searcy  
Marty Searcy, President

FSOC GAS CO., LTD.,  
a Texas limited partnership  
BY: Hunter Production Company, a  
Texas corporation, its General Partner

By: Hunter Enis  
Hunter Enis, President

LARGO ENERGY, INC.

By: Cory Rhodes  
Cory Rhodes, President

SINCLAIR OIL & GAS COMPANY

By: Ross B. Matthews, Jr.  
Ross B. Matthews, President

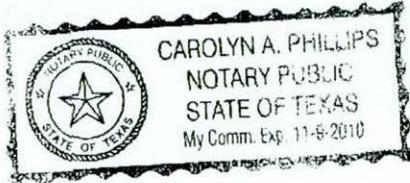
ASSIGNEE:

CHESAPEAKE EXPLORATION LIMITED  
PARTNERSHIP, an Oklahoma limited partnership  
by Chesapeake Operating, Inc., its General Partner

By: Douglas J. Jacobson  
Douglas J. Jacobson, Executive Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

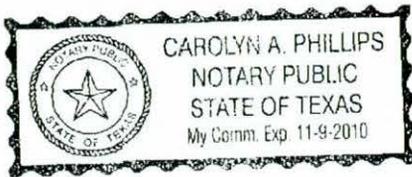
This instrument was acknowledged before me on June 29, 2007, by Marty Searcy, President of MB&N LLC, a Texas limited liability company, on behalf of said company, said company acting in the capacity of General Partner of Four Sevens Resources Co., Ltd., a Texas limited partnership.



*Carolyn A. Phillips*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

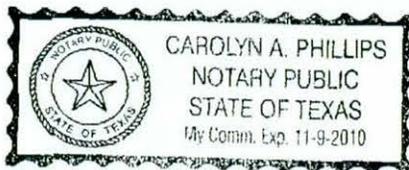
This instrument was acknowledged before me on June 29, 2007, by Marty Searcy, President of MB&N LLC, a Texas limited liability company, on behalf of said company, said company acting in the capacity of General Partner of Four Sevens Resources Operating Co., Ltd., a Texas limited partnership.



*Carolyn A. Phillips*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

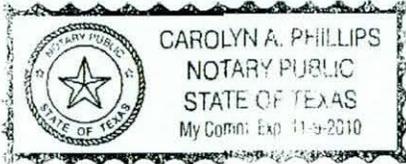
This instrument was acknowledged before me on June 29, 2007, by Marty Searcy, President of MB&N LLC, a Texas limited liability company, on behalf of said company, said company acting in the capacity of General Partner of Four Sevens Resources Pipeline Co., Ltd., a Texas limited partnership.



*Carolyn A. Phillips*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

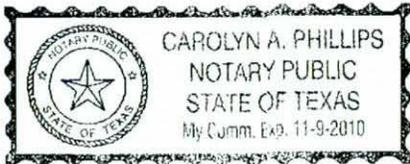
This instrument was acknowledged before me on June 29, 2007, by Hunter Enis, President of Hunter Production Company, a Texas corporation, said company acting in the capacity of General Partner of FSOC Gas Co., Ltd., a Texas limited partnership.



Carolyn A. Phillips  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

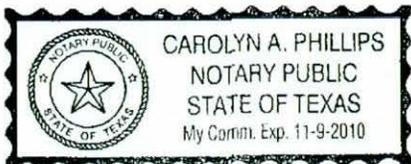
This instrument was acknowledged before me on June 29, 2007, by Ross B. Matthews, President of Sinclair Oil & Gas Company, a Wyoming corporation.



Carolyn A. Phillips  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on June 29, 2007, by Cory Rhodes, President of Largo Energy, Inc., a Texas corporation.



Carolyn A. Phillips  
Notary Public, State of Texas

Oklahoma  
STATE OF TEXAS §  
Oklahoma §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on June 29, 2007, by Douglas J. Jacobson, Executive Vice President of Chesapeake Operating, Inc., as General Partner of Chesapeake Exploration Limited Partnership, an Oklahoma limited partnership.



*Lynn D. Yousey*  
Notary Public, State of Texas  
Oklahoma

LESSOR	LESSEE	LEASE DATE	DOCUMENT NUMBER	COUNTY	STATE
GILBERT & ELEANOR SMITH	BOWERMAN EXPLORATION	10/09/06	D206318570	TARRANT	TEXAS
GILBERT & STEPHANIE GUITERREZ	FOUR SEVENS RESOURCES CO., LTD	02/23/07	D207103331	TARRANT	TEXAS
GILBERT & SUE SHOWS DAY	FOUR SEVENS RESOURCES CO., LTD	01/18/07	D207058823	TARRANT	TEXAS
GILBERT BOLDEN	FOUR SEVENS RESOURCES CO., LTD	12/21/06	D207040686	TARRANT	TEXAS
GILBERTO & MARIA RUIZ	FOUR SEVENS RESOURCES CO., LTD	01/31/07	D207059031	TARRANT	TEXAS
GINA STUM	FOUR SEVENS RESOURCES CO., LTD	12/17/06	D207104365	TARRANT	TEXAS
GINGER G PELS	FOUR SEVENS RESOURCES CO., LTD	02/22/07	D207096848	TARRANT	TEXAS
GLADYS JACKSON	FOUR SEVENS RESOURCES CO., LTD	10/06/06	D207041623	TARRANT	TEXAS
GLADYS JO LILLY	FOUR SEVENS RESOURCES CO., LTD	03/28/07	D207138856	TARRANT	TEXAS
GLADYS JO LILLY	FOUR SEVENS RESOURCES CO., LTD	12/18/06	D207012372	TARRANT	TEXAS
GLADYS JO LILLY	FOUR SEVENS RESOURCES CO., LTD	03/23/07	D207147033	TARRANT	TEXAS
GLADYS JO LILLY	FOUR SEVENS RESOURCES CO., LTD	12/18/06	D207012846	TARRANT	TEXAS
GLADYS JO LILLY	FOUR SEVENS RESOURCES CO., LTD	10/06/06	D206403282	TARRANT	TEXAS
GLADYS JOSEPHINE BARNES	FOUR SEVENS RESOURCES CO., LTD	12/18/06	D207021549	TARRANT	TEXAS
GLADYS M WOLF	FOUR SEVENS RESOURCES CO., LTD	02/27/07	D207157669	TARRANT	TEXAS
GLADYS WADE	FOUR SEVENS RESOURCES CO., LTD	03/07/07	D207145121	TARRANT	TEXAS
GLEN & JANICE HOLT	FOUR SEVENS RESOURCES CO., LTD	12/15/06	D207014201	TARRANT	TEXAS
GLEN & JOAN RUSSELL	FOUR SEVENS RESOURCES CO., LTD	11/08/06		TARRANT	TEXAS
GLEN & JOAN RUSSELL	FOUR SEVENS RESOURCES CO., LTD	12/08/06	D206387292	TARRANT	TEXAS
GLEN & JOAN RUSSELL	FOUR SEVENS RESOURCES CO., LTD	10/06/06	D206386144	TARRANT	TEXAS
GLEN & JUDY McCURLEY	FOUR SEVENS RESOURCES CO., LTD	12/27/06	D207021547	TARRANT	TEXAS
GLEN A & LISA F JOHNSON	FOUR SEVENS RESOURCES CO., LTD	12/08/06	D206387292	TARRANT	TEXAS
<b>GLEN GARDEN GOLF-COUNTRY CLUB</b>	<b>FSOC GAS CO, LTD</b>	<b>08/17/05</b>	<b>D205266878</b>	<b>TARRANT</b>	<b>TEXAS</b>
GLEND A NAJERA	FOUR SEVENS RESOURCES CO., LTD	12/28/06	D207020466	TARRANT	TEXAS
GLEND A NORMAN	FOUR SEVENS RESOURCES CO., LTD	12/08/06	D206386519	TARRANT	TEXAS
GLEND A FAYE COLLINS	BOWERMAN EXPLORATION	07/31/06	D206232405	TARRANT	TEXAS
GLEND A FAYE GREEN	FOUR SEVENS RESOURCES CO., LTD	10/06/06	D206386518	TARRANT	TEXAS
GLEND A L TAYLOR	FOUR SEVENS RESOURCES CO., LTD	12/28/06		TARRANT	TEXAS
GLENN & JENNIFER CROWDER	FOUR SEVENS RESOURCES CO., LTD	11/20/06	D206403524	TARRANT	TEXAS
GLENN & LINDA GLAZIER	FOUR SEVENS RESOURCES CO., LTD	12/15/06	D207104365	TARRANT	TEXAS
GLENN A & PATRICIA L BARRETT	FOUR SEVENS RESOURCES CO., LTD	12/18/06	D207041632	TARRANT	TEXAS
GLENN A. & SUSAN CRIMMINGS	FOUR SEVENS RESOURCES CO., LTD	11/14/06	D206403279	TARRANT	TEXAS
GLENN L & OLIVIA POWELL	FOUR SEVENS RESOURCES CO., LTD	04/25/07	D207147779	TARRANT	TEXAS
GLENN L GOOCHEY	FOUR SEVENS RESOURCES CO., LTD	01/24/07		TARRANT	TEXAS
GLENN L HILL	FOUR SEVENS RESOURCES CO., LTD	11/15/06	D206403517	TARRANT	TEXAS
GLENN R & DIANA LEE GRIMES	FOUR SEVENS RESOURCES CO., LTD	11/11/06	D207003888	TARRANT	TEXAS
GLORIA & KONSTANTY B KIES	FOUR SEVENS RESOURCES CO., LTD	11/15/06	D206403517	TARRANT	TEXAS
GLORIA G SEVICK & D J ECKHARDT	FOUR SEVENS RESOURCES CO., LTD	12/26/06	D207020466	TARRANT	TEXAS
GLORIA HELEN GATSON	FOUR SEVENS RESOURCES CO., LTD	12/05/06	D207014201	TARRANT	TEXAS
GLORIA J PHILLIPS	FOUR SEVENS RESOURCES CO., LTD	02/13/07	D207079040	TARRANT	TEXAS
GLORIA J TEGGART	FOUR SEVENS RESOURCES CO., LTD	01/03/07	D207054724	TARRANT	TEXAS
GLORIA KAY McCONNELL	FOUR SEVENS RESOURCES CO., LTD	12/20/06	D206403281	TARRANT	TEXAS
GLORIA N JACKSON	FOUR SEVENS RESOURCES CO., LTD	03/22/07	D207145452	TARRANT	TEXAS
GLORIA PADGETT	FOUR SEVENS RESOURCES CO., LTD	12/18/06	D207020464	TARRANT	TEXAS



MIKE BRUNSMAN  
5925 N ROBINSON

OKLAHOMA CITY OK 73118

Submitter: T S DUDLEY LAND CO

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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: 07/05/2007 10:22 AM  
Instrument #: D207232981  
U 143 \$580.00  
PGS

By: \_\_\_\_\_



**D207232981**

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.

File No

MF 110550

8,

Assignment

Date Filed:

11/26/09

Jerry Patterson, Commissioner

By



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

February 2, 2010

Mr. Jeremiah Mikel  
Dale Property Services, LLC  
3000 Alta Mesa Blvd., Suite 300  
Ft. Worth, TX 76133

**Dear Mr. Mikel,**

Re: State of Texas HROW Lease # MF 110550

Enclosed you will find an original executed Highway Right-of-Way Leases in Tarrant County.

**Please refer to this lease number with all future correspondence concerning this lease. Proof read your lease before filing of record.**

**Please have your client review Section 4c regarding pooling, and ensure the GLO receives a copy unit designation on this lease.**

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 his direct number (512) 475-1534

Best regards,

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

**COPY**

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](http://www.glo.state.tx.us)

1 / COPY

9.

File No. MF110550  
910 letter  
Date Filed: 2/2/10  
Jerry Patterson, Commissioner  
By: [Signature]