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MF110599

<b>State Lease</b> MF110599	<b>Control</b> 65-902205	<b>Base File</b>	<b>County</b> TARRANT
<b>EXPIRED</b>			
DATE <u>2/23/11</u>			
LEASING <u>SSD</u>			
MAPS _____			
GIS <u>NW</u>			
		<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>	18.6648
		<i>Depth Below</i>	<i>Depth Above</i> <i>Depth Other</i>
		0	0
		<i>Name</i>	XTO ENERGY, INC.
		<i>Lease Date</i>	2/23/2010
		<i>Primary Term</i>	1 yrs
		<i>Bonus (\$)</i>	\$44,795.52
		<i>Rental (\$)</i>	\$0.00
		<i>Lease Royalty</i>	0.2500

Leasing: [Signature]  
 Analyst: [Signature]  
 Maps: \_\_\_\_\_  
 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- 110599

1. Lease 1/25/10
2. Letter + fee 1/25/10
3. Bonus Payment 2/10/10
4. Map 2/10/10
5. Affidavit 2/10/10
6. W Lease 2/10/10
7. Assignment 2/10/10
8. GHO letter 3/4/10
9. Request for RRC Pooling 2/23/2010
10. W-1 and Plat 5/21/10

Scanned SM 5/6/13

Expired at Primary Term 2/23/11

Replaced by MF 112079

Scanned Pt 12-10-14

# The State of Texas

HROW Lease  
Revised 8/06



Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. (MF 110599)  
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 **XTO Energy, Inc.**, whose address is **810 Houston Street, Ft. Worth, TX 76102** hereinafter called "Lessee".

1. Lessor, in consideration of **Forty Four Thousand Seven Hundred Ninety Five 52/100 (\$ 44,795.52)** 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:

**18.6648 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 **18.6648 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 23, 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.

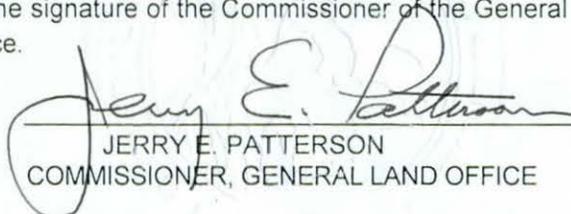
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

Tract One:

Lancaster Avenue TWU A: The southern 125 feet of East Lancaster Avenue in the City of Fort Worth, Tarrant County, Texas, beginning at a point in the centerline of the original right-of-way for Lancaster Avenue, 25 feet south of the southeast corner of Lot 6, Block 3, Tandy Addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 388, Page 31, Tarrant County Plat Records,

THENCE in a southerly direction, at 25 feet passing the northern boundary line of the old Fort Worth-Dallas Interurban right-of-way, to a point in the southern boundary line of East Lancaster Avenue, a total of 125 feet,

THENCE westerly along the southern boundary line of East Lancaster Avenue, 5762 feet to a point in the centerline of Sycamore Creek,

THENCE in a northerly direction and with the meanders of said Sycamore Creek, at 100 feet passing the northern boundary line of the old Fort Worth-Dallas Interurban right-of-way, to a point in the centerline of the original right-of-way for The Fort Worth to Dallas Boulevard, now called East Lancaster Avenue, a total of 125 feet,

THENCE easterly along the centerline of the original right-of-way for The Fort Worth to Dallas Boulevard, 5762 feet to the place of beginning and containing 13.5814 acres, more or less.

Tract Two:

Beach Street: A portion of Beach Street in the City of Fort Worth, Tarrant County, Texas, beginning at a point lying 25 feet south of the most westerly corner of Lot 1, Block 48, Sycamore Heights Addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 309, Page 11, Plat Records, Tarrant County, Texas, and being in the centerline of the original right-of-way for The Fort Worth to Dallas Boulevard, now called East Lancaster Avenue,

THENCE northerly along the east boundary line of Beach Street to the northwest corner of Block 21, Lot 11, Sycamore Heights Addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 309, Page 11, Plat Records, Tarrant County, Texas,

THENCE west 50 feet to the centerline of Beach Street,

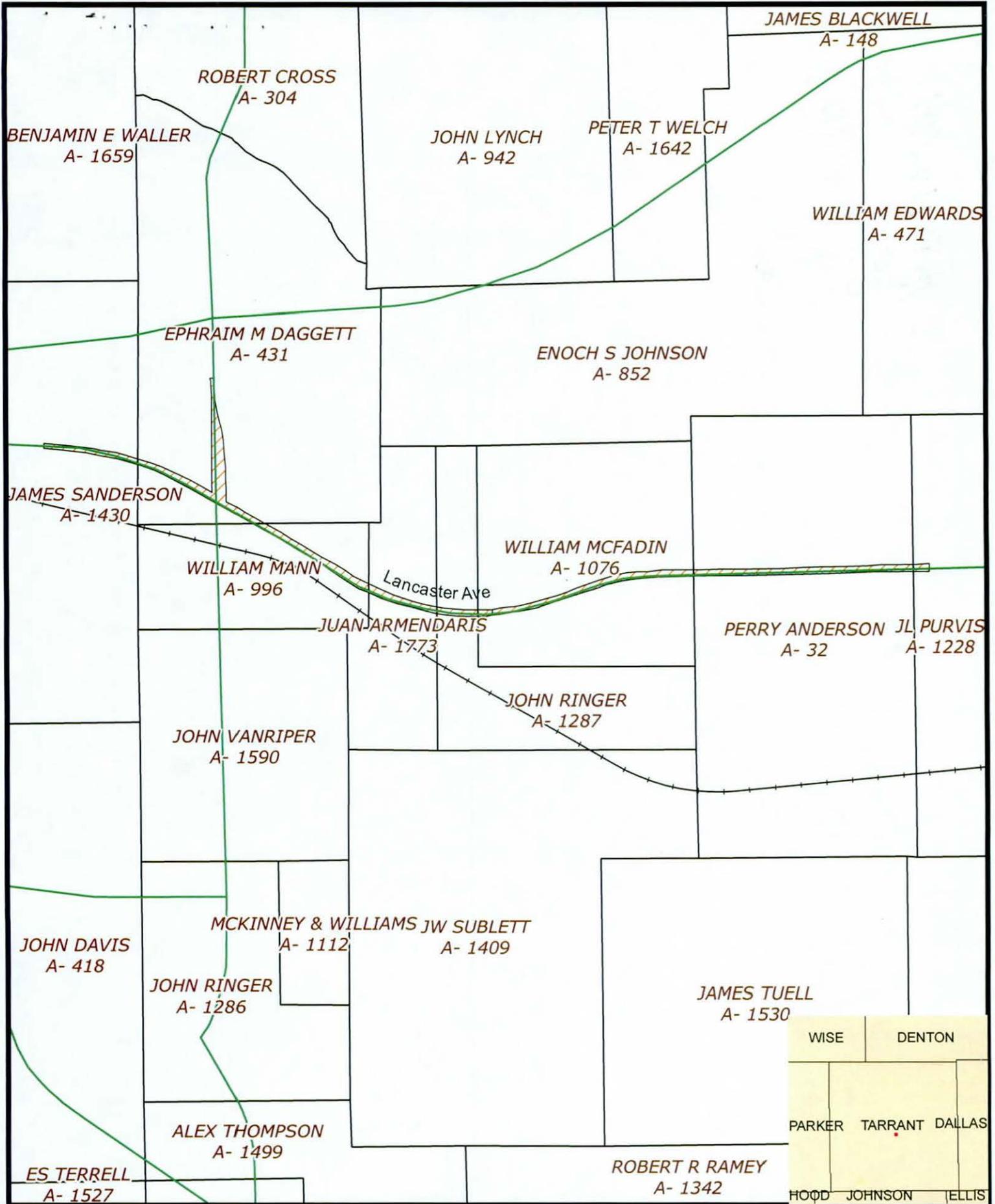
THENCE north along the centerline of Beach Street, 190 feet to the centerline of Scott Avenue,

THENCE west along the centerline of Scott Avenue, 50 feet to the west boundary line of Beach Street,

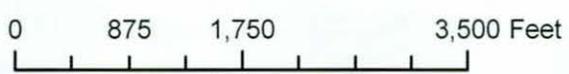
THENCE southerly along the west boundary line of Beach Street to a point lying 25 feet south of the southeast corner of Block 38, Lot 2B, Sycamore Heights Addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 309, Page 11, Plat Records, Tarrant County, Texas, said point lying in the centerline of the right-of-way for The Fort Worth to Dallas Boulevard,

THENCE southeasterly 275 feet along the centerline of the right-of-way for The Fort Worth to Dallas Boulevard, to the place of beginning and containing 5.0834 acres, more or less.

In all containing 18.6648 acres, more or less.



Map showing a Buffer of Lancaster Ave  
18.6648 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.



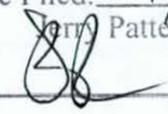
Map Compiled By: Zeke Guillen  
February 23, 2010

1.  
File No. MF110599

Lease

Date Filed: 1/25/10

Jerry Patterson, Commissioner

By: 

**CARLA PETROLEUM, INC.**

**PETROLEUM LAND SERVICES**

16990 DALLAS PARKWAY, SUITE 126 • DALLAS, TEXAS 75248  
TEL 972-733-1934 FAX 972-733-1935

January 14, 2010

*Via Certified LSO Airbill # Z5906573*

Mr. David Gross  
**GROSS AND NELSON, ATTORNEYS AT LAW**  
12400 Highway 71 West, Suite 350-230  
Austin, Texas 78738

*\$44,795.52*      *2400.00*  
*Money coming*      *1/4*  
*m-110599*      *1/4*  
*shut in 200*  
*rate*

Re: Application for Highway Right-of-Way Lease – TWU A Unit

Dear Mr. Gross:

Pursuant to the instructions of Tarah Angelidis with XTO Energy Inc., please submit this package for approval to Mr. Drew Reid at the General Land Office of Texas.

I have enclosed the following application materials for an 18.6648 acres Highway Right-of-Way lease with XTO Energy Inc. for the TWU-A Unit:

*Lancaster Avenue*  
*Tarrant Co.*

1. Plat
2. Tract Descriptions
3. Affidavit of Consideration
4. Copies of Adjacent Leases
5. Dale's Assignments to Chesapeake
6. Hollis R. Sullivan's Assignments to XTO
7. \$100 Processing Fee

Please let me know if you have any questions or need additional documentation.

Sincerely,



Brad L. Rich  
Contract Landman  
E-Mail: [BRich@CarlaPetroleum.com](mailto:BRich@CarlaPetroleum.com)  
Mobile: 214-457-8265

© 2005 INTUIT INC. # 614 1-800-433-8810

⑈040799⑈

TWU-A Processing Fee

MEMO

*Carla F.*  
MP

GENERAL LAND OFFICE

One Hundred and 00/100.....DOLLARS

PAY TO THE ORDER OF GENERAL LAND OFFICE

\$ \*\*100.00

1/13/2010

BANK OF AMERICA, NA  
DALLAS, TX 75211  
32-002/1110

CARLA PETROLEUM, INC.  
16990 DALLAS PKWY., SUITE 126  
DALLAS, TX 75248  
(972) 733-1934

40799

40800

CARLA PETROLEUM, INC.  
16990 DALLAS PKWY., SUITE 126  
DALLAS, TX 75248  
(972) 733-1934

BANK OF AMERICA, NA  
DALLAS, TX 75211  
32-002/1110

1/13/2010

PAY TO THE ORDER OF GENERAL LAND OFFICE \$ \*\*100.00

One Hundred and 00/100.....DOLLARS

GENERAL LAND OFFICE

MEMO TWU-B Processing Fee

⑈040800⑈

*Carla F.*  
MP

© 2005 INTUIT INC. # 614 1-800-433-8810

121

10704037

CARLA PETROLEUM, INC.  
16990 DALLAS PKWY., SUITE 126  
DALLAS, TX 75248  
(972) 733-1934

BANK OF AMERICA, NA  
DALLAS, TX 75211  
32-002/1110

40800

1/13/2010

PAY TO THE ORDER OF GENERAL LAND OFFICE

~~\$~~ \*\*100.00

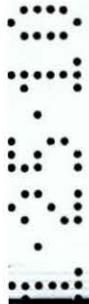
One Hundred and 00/100 \*\*\*\*\* DOLLARS

GENERAL LAND OFFICE

*Carla Fine*

MEMO TWU-B Processing Fee

⑈040800⑈



10704037

2.

File No. MF 110599  
Patterson v. Sel  
Date Filed: 11/15/90  
Jerry Patterson, Commissioner  
By: [Signature]

110599

001361419

IN PAYMENT OF BONUS/DELAY RENTAL/SHUT-IN ROYALTY/MIN. ROYALTY TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN

LEASE NO.	EFFECTIVE DATE	COUNTY	STATE	RECORDED		RENTAL PERIOD		CHECK NO.
				BOOK	PAGE	MOS.	BEGINNING	
						One Time Only	01/27/2010	9583181

**PROPERTY DESCRIPTION:**

**PAYMENT MESSAGE:**

18.6648 GROSS ACRES WL IN THE EAST LANCASTER AVE TARRANT CO TEXAS PROSPECT-MEADOWBROOK TA (AS)

**PAYEE MESSAGE:**

10704489

**DEPOSIT TO CREDIT OF:**

TEXAS GENERAL LAND OFFICE  
1700 N CONGRESS AVE SUITE 600  
AUSTIN TX 78701-1495

**TOTAL AMOUNT:** \$45,467.45  
**PAYEE AMOUNT:** \$45,467.45  
**BANK CHARGE:** \$0.00

**ACCOUNT NO.**

**PAYABLE TO:**

TEXAS GENERAL LAND OFFICE  
1700 N CONGRESS AVE SUITE 600  
AUSTIN , TX 78701-1495

121

**XTO ENERGY INC.**  
810 HOUSTON ST., SUITE 2000 - FORT WORTH, TEXAS 76102  
RETAIN STUB FOR YOUR RECORDS

001301410

IN PAYMENT OF BONUS/DELAY RENTAL/SHUT-IN ROYALTY/MIN. ROYALTY TO PARTY OR PARTIES NAMED BELOW PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN

LEASE NO.	EFFECTIVE DATE	COUNTY	STATE	RECORDED		RENTAL PERIOD		CHECK NO.
				BOOK	PAGE	MOS.	BEGINNING	
						One Time Only	01/27/2010	9583180

**PROPERTY DESCRIPTION:**

**PAYMENT MESSAGE:**

13.1953 ACRES ML OF EAST LANCASTER AVE TARRANT CO TEXAS  
PROSPECT-MEADOWBROOK  
TA (AS)

**PAYEE MESSAGE:**

**DEPOSIT TO CREDIT OF:**

TEXAS GENERAL LAND OFFICE  
1700 N CONGRESS AVE SUITE 600  
AUSTIN TX 78701-1495

**ACCOUNT NO.**

**TOTAL AMOUNT:** \$32,143.75

**PAYEE AMOUNT:** \$32,143.75

**BANK CHARGE:** \$0.00

**PAYABLE TO:**

TEXAS GENERAL LAND OFFICE  
1700 N CONGRESS AVE SUITE 600  
AUSTIN TX 78701-1495

**XTO ENERGY INC.**  
810 HOUSTON ST., SUITE 2000 - FORT WORTH, TEXAS 76102  
RETAIN STUB FOR YOUR RECORDS

**THIS DOCUMENT FEATURES VISIBLE AND INVISIBLE FIBERS, A VOID BACKGROUND, MICROPRINTING AND A TRUE WATERMARK.**

**XTO** XTO ENERGY INC.  
810 HOUSTON ST. - FORT WORTH, TEXAS 76102

JPMorgan Chase Bank, N.A.  
Columbus, OH  
56-1544/441

CHECK DATE	CHECK NO.
1/27/10	9583180

AMOUNT
\$32,143.75

**PAY EXACTLY** THIRTY-TWO THOUSAND ONE HUNDRED FORTY-THREE AND  
75 / 100 DOLLARS

TO THE ORDER OF TEXAS GENERAL LAND OFFICE  
1700 N CONGRESS AVE SUITE 600  
AUSTIN TX 78701-1495

LAND

XTO Energy Inc.  
LAND AND LEASE ACCOUNT

*Paul A. Sings*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈0009583180⑈



32

File No. MF 10599

*Jenna Seguent*

Date Filed: 3/10/10  
Jenna Patterson, Commissioner

By *Jenna Patterson*



4.

File No. MF 110599

Map 7/10/10

Date Filed: Jerry Patterson, Commissioner

By 

**AFFIDAVIT OF CONSIDERATION**

BEFORE ME, the undersigned authority, on this day personally appeared Hobart Key Burton, known to me to be a credible person, who, after being by me duly sworn, did depose and state as follows:

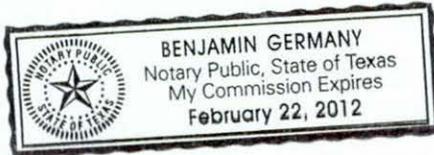
“I am over 18 years of age and am fully competent to make this affidavit. I am a consulting Petroleum Landman, employed by XTO Energy, Inc. As a result of my position, I am familiar with the Oil, Gas and Mineral Leases in that general area of the TWU A Unit (see Exhibit “A”) in Fort Worth, Tarrant County, Texas. In this urban setting, leases within a one (1) mile radius, more or less, are currently being acquired for bonus consideration of \$2,400.00 per net mineral acre.



Hobart Key Burton, Affiant

STATE OF TEXAS  
COUNTY OF DALLAS

Sworn to and subscribed before me on this the 13th day of January, 2010 by Hobart Key Burton.



Notary Public's Signature

5.

File No. MF 110599

*Affiant*

Date Filed 7/10/10

Jerry Patterson, Commissioner

By: *[Signature]*



3  
**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

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

**OIL, GAS AND MINERAL LEASE  
(NO SURFACE USE)**

THIS AGREEMENT made this 12th day of February, 2007, between Harold L. Frank and wife, Iona N. Frank, Lessor (whether one or more), whose address is 4909 Emerald Lake Drive, Fort Worth, TX 76103, and Dale Property Services, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.483 acres of land, more or less, being in the Sycamore Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, consisting of the following three tracts of land:

First Tract: .161 acres of land, more or less, being Lot 22, Block 16, Sycamore Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 106, Page 122, Plat Records, Tarrant County, Texas.

Second Tract: .161 acres of land, more or less, being the East 1/2 of Lot 7 and all of Lot 8, Block 26, Sycamore Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 106, Page 124, Deed Records, Tarrant County, Texas.

Third Tract: .161 acres of land, more or less, being Lot 9, Block 26, Sycamore Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 106, Page 124, Deed Records, Tarrant County, Texas.

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

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term.

Revised on 9/26/2006

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

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

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

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

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

Harold L. Frank  
Harold L. Frank

Jana N. Frank  
Jana N. Frank

ACKNOWLEDGMENTS

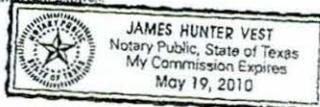
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 18 day of April, 2007.

by Harold L. Frank

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



STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 18 day of April, 2007.

by Jana N. Frank

Revised on 9/26/2006

2

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.

AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease (hereinafter referred to as "Lease") dated the 12<sup>th</sup> day of April, 2007, by and between Harold L. Frank and wife, Iona N. Frank, as Lessor, and Dale Property Services, L.L.C., as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, as amended at Document #D207145078 of the Public Records of Tarrant County, Texas, covering the following described lands located in Tarrant County, Texas, to wit:

First Tract: .161 acres of land, more or less, being Lot 16, Block 22, Sycamore Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 106, Page 122, Deed Records, Tarrant County, Texas.

Furthermore the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Dale Property Services, L.L.C, the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED the 14<sup>th</sup> day of May, 2007, but for all purposes effective 14<sup>th</sup> day of May, 2007.

Lessor

Harold L. Frank  
Harold L. Frank

Iona N. Frank  
Iona N. Frank

Lessee

Dale Property Services, L.L.C.

Mike Taliaferro  
By: Mike Taliaferro  
Title: President

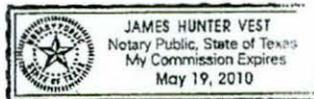
STATE OF TEXAS

COUNTY OF ~~TARRANT~~

This instrument was acknowledged before me on May 14<sup>th</sup>, 2007, by Harold L. Frank.

James Hunter Vest  
Notary Public State of Texas

STATE OF TEXAS



3. 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 (476) Revised Paid Up  
With 640 Acres Pooling Provision

## OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 12th day of February, 2007, between Harold L. Frank and wife, Iona N. Frank, Lessor (whether one or more), whose address is 4909 Emerald Lake Drive, Fort Worth, TX 76103, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.483 acres of land, more or less, being in the Sycamore Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, consisting of the following three tracts of land:

First Tract: .161 acres of land, more or less, being Lot 22, Block 16, Sycamore Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 106, Page 122, Plat Records, Tarrant County, Texas.

Second Tract: .161 acres of land, more or less, being the East 1/2 of Lot 7 and all of Lot 8, Block 26, Sycamore Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 106, Page 124, Deed Records, Tarrant County, Texas.

Third Tract: .161 acres of land, more or less, being Lot 9, Block 26, Sycamore Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 106, Page 124, Deed Records, Tarrant County, Texas.

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term,

Revised on 9/26/2006

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

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

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

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

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

Harold L. Frank  
Harold L. Frank

Jona N. Frank  
Jona N. Frank

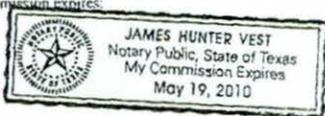
ACKNOWLEDGMENTS

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 18 day of April, 2007.

by Harold L. Frank

[Signature]  
Notary Public, State of Texas  
Notary's Name (printed):  
Notary's commission expires:



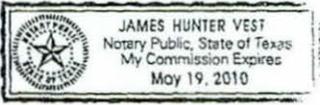
STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 18 day of April, 2007.

by Jona N. Frank

Revised on 9/26/2006

*[Handwritten Signature]*  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:



Revised on 9/26/2006

**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 (476) Revised Paid Up  
With 640 Acres Pooling Provision

**OIL, GAS AND MINERAL LEASE  
(NO SURFACE USE)**

THIS AGREEMENT made this 4th day of April, 2007, between Jeffrey Lynn Edgemon, whose marital status has not changed since acquiring this interest, Lessor (whether one or more), whose address is 2537 Bomar Avenue, Fort Worth, Texas 76103, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

30 acres of land, more or less, being Lot(s) 18 and 19, Block 26, out of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 11, of the Plat Records of Tarrant County, Texas.

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

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other

Revised on 12/27/2006

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

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

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

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

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

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

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

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

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

*Jeffrey L. Edgeman*  
JEFFREY W. EDGEMAN

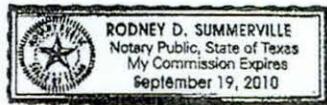
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 14<sup>th</sup> day of APRIL, 2007.

by JEFFREY EDGEMAN; WHOSE MARITAL STATUS HAS NOT CHANGED SINCE ACQUIRING THIS INTEREST



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

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2007.

by \_\_\_\_\_

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

Revised on 12/27/2006

2  
**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

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

## OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 17th day of July, 2007, between Jose J. Soliz a single man, Lessor (whether one or more), whose address is 2540 Bomar Ave. Fort Worth, TX. 76103, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.163 acres of land, more or less, being all of Lot 9 Block 36, out of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 11, of the Plat Records of Tarrant County, Texas.

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

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other

Revised on 12/27/2006

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

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

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

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

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

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

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

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

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

By: Jose J. Soliz  
Jose J. Soliz

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

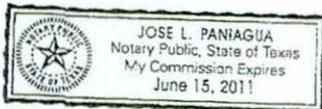
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 17 day of July, 2007.

by Jose J. Soliz



Jose L. Paniagua  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2007.

by \_\_\_\_\_

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

**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I (s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

**See Schedule I attached to and made a part hereof for complete description:**

The Oil and Gas Lease (the "Lease") is for a primary term of Five (5) 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 of Oil and Gas Lease 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 of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any leases. Additionally, this Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any part of the Lands.

This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor(s):**

See Schedule I attached hereto: \_\_\_\_\_

**INDEX ALL NAMES**

After Recording Return To:  
Eddie Cornelius  
C/o Carta Petroleum, Inc.  
16990 Dallas Parkway, #126  
Dallas, Texas 75248

SCHEDULE I

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

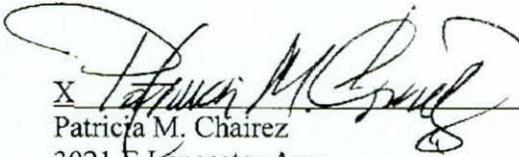
DESCRIPTION OF LAND BEING LEASED

Being 0.4477 acres, more or less, and being further described as follows:

Blk 36 Lot 19, Sycamore Heights, an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated 12/18/2002 and recorded as Instrument #D202366731 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 41120-36-19.

LESSOR(S):

X 

Patricia M. Chairez  
3021 E Lancaster Ave  
Fort Worth, Tx 76103-2925

X \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS County of Tarrant

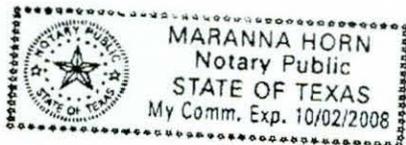
This instrument was acknowledged before me on the 1st day of May, 2008 by Patricia M. Chairez.

Signature Maranna Horn  
Notary Public

Printed Maranna Horn

My commission expires:

Seal:



3  
Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

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

## OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 27<sup>th</sup> day of June, 2007, between Andrew M. Williams, Independent Executor of The Estate of the George M. Williams and The George M. Williams and Rebecca N. Williams Survivor's Trust with JPMorgan Chase, N.A. as Trustee, Lessor (whether one or more), whose address is C/O JP Morgan Chase Bank, N.A., 420 Throckmorton St, Suite 200, Fort Worth, Tx 76102, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.642 acres of land, more or less, being all of Lot(s) 1C, 2A, and 2B, Block 38, out of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to that certain plat recorded in Volume 309, Page 11, of the Plat Records of Tarrant County, Texas.

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

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of 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 25% part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such 25% part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear 25% of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee 25% of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products 25% of the amount realized from the sale of gasoline or other products extracted therefrom and 25% of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the JPMorgan Chase Bank, N.A. Bank at 420 Throckmorton St., Ste 200, Fort Worth, Tx 76102 or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted

Revised on 12/27/2006

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 does not warrant title nor agree to defend the title to said land. Lessor 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. It is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

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

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

13. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease, this lease has not been, or 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 \$2,000.00 per acre subject to this lease as to which Lessee desires to extend 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.

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

*Andrew M. Williams*  
By: Andrew M. Williams, as Independent Executor of The Estate of George M. Williams.

*George M. Williams and Rebecca N. Williams*  
The George M. Williams and Rebecca N. Williams Survivor's Trust with JPMorgan Chase, N.A. as Trustee  
By: Melody A. Martinez, Vice President

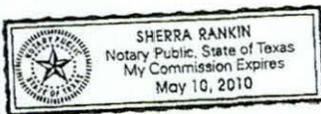
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 27<sup>th</sup> day of June, 2007.

by Andrew M. Williams, as Independent Executor of The Estate of George M. Williams, on behalf of said estate



*Sherra Rankin*  
Notary Public, State of  
Notary's name (printed): SHERRA RANKIN  
Notary's commission expires: May 10, 2010

Revised on 12/27/2006

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

Producers 88 (4-89) — Paid Up  
With 640 Acres Pooling Provision  
STANDARD LEASE v.5

**PAID UP OIL AND GAS LEASE  
(No Surface Use)**

THIS LEASE AGREEMENT is made this 22nd day of July, 2008, by and between Geraldine Vaughan, a widow whose address is P.O. Box 329, Godley, Texas 76044 as Lessor, and DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1670 Dallas, Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

.141 acres of land, more or less, being a portion of Lot 1, Block 48, of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated August 31, 2007, by and between Alfred L. Vaughan and Geraldine Vaughan, as Grantor, and Jackie Duran Tatum, as Grantee, and recorded in Instrument No. D207318913, of the Deed Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .141 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty-five percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty-five percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above, or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. 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 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.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

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

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.  
**DISCLAIMER OF REPRESENTATION: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.**

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

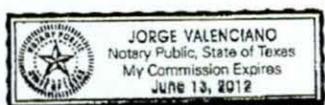
LESSOR (WHETHER ONE OR MORE)

*Geraldine Vaughan*  
By: Geraldine Vaughan

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

ACKNOWLEDGMENT

STATE OF Tx  
COUNTY OF Tarrant  
This instrument was acknowledged before me on the 22 day of July, 2008, by: Geraldine Vaughan, a widow



*Jorge Valenciano*  
Notary Public, State of \_\_\_\_\_  
Notary's name (printed): \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by: \_\_\_\_\_

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

**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 (476) Revised Paid Up  
With 640 Acres Pooling Provision

**OIL, GAS AND MINERAL LEASE  
(NO SURFACE USE)**

THIS AGREEMENT made this 2nd day of April, 2007, between Hisham Mohamed Sadat also known as Hisham Sadaat, Lessor (whether one or more), whose address is 7509 Hovenkamp Avenue, Fort Worth, Texas 76118, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.32 acres of land, more or less, being Lot(s) 13 and 14, Block 39, of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 11, of the Plat Records of Tarrant County, Texas. SAVE AND EXCEPT part of Lot 13 referenced dated September 8, 1959 in Volume 3365, Page 239, of the Deed Records, Tarrant County, Texas.

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other

Revised on 12/27/2006

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 the terms of this instrument.

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

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

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

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

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

H. Sadat  
By: Hisham Mohamed Sadat

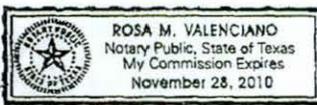
By: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of April, 2007.

by Hisham Mohamed Sadat whose marital status has not changed since acquiring this interest.



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

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

by \_\_\_\_\_

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

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

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

## OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 25 day of JANUARY, 2007, between Jose Villalpando and wife, Mercedes Villalpando, Lessor (whether one or more), whose address is 2608 Wilkinson Avenue, Fort Worth, Texas 76103, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.16 acres of land, more or less, being all of Lot 3, Block 39, of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 11, of the Plat Records of Tarrant County, Texas.

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

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other 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

Revised on 12/27/2006

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

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

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

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

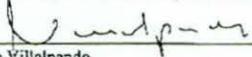
9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties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

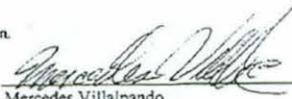
10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by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

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

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

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

  
\_\_\_\_\_  
Jose Villalpando

  
\_\_\_\_\_  
Mercedes Villalpando

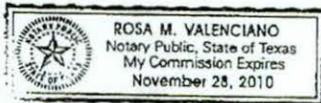
ACKNOWLEDGMENTS

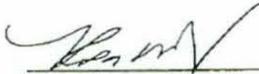
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 25 day of JANUARY, 2007.

by Jose Villalpando and wife, Mercedes Villalpando



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

STATE OF

COUNTY OF

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_

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

Revised on 12/27/2006

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

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

**OIL, GAS AND MINERAL LEASE  
(NO SURFACE USE)**

THIS AGREEMENT made this 14<sup>th</sup> day of August, 2007, between Phyllis Barrow and spouse, Stephen Sink, Lessor (whether one or more), whose address is 2605 Wilkinson Avenue, Fort Worth, Texas 76103, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

0.16 acres of land, more or less, being Lot(s) 13, Block 35, of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 11, of the Plat Records of Tarrant County, Texas.

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

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other

Revised on 03/24/07

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

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

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

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

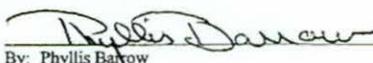
9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties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

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

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

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

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

  
By: Phyllis Barrow

  
By: Stephen Gink

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 14 day of AUGUST, 2007.

by



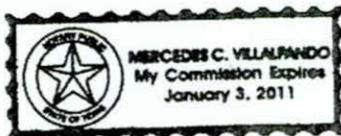
  
Notary Public, State of Texas  
Notary's name (printed): MERCEDES C. VILLALPANDO  
Notary's commission expires: JANUARY 3, 2011

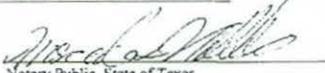
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 14 day of AUGUST, 2007.

by



  
Notary Public, State of Texas  
Notary's name (printed): MERCEDES C. VILLALPANDO  
Notary's commission expires: JANUARY 3, 2011

Revised on 03/24/07

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

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

**OIL, GAS AND MINERAL LEASE  
(NO SURFACE USE)**

THIS AGREEMENT made this 14<sup>th</sup> day of November, 2007, between Anthony E. Cole, a single person, Lessor (whether one or more), whose address is 2004 Mosswood Court, Arlington, Texas 76015, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

0.16 acres of land, more or less, being Lot(s) 3, Block 35, of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 11, of the Plat Records of Tarrant County, Texas.

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more

Revised on 12 27 2006

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

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

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

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

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

By: [Signature]

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

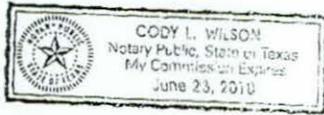
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 14<sup>th</sup> day of NOVEMBER, 2007

by ANTHONY E. CUL



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

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2007

by \_\_\_\_\_

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

Revised on 12/27/2006

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

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

**OIL, GAS AND MINERAL LEASE  
(NO SURFACE USE)**

THIS AGREEMENT made this 28th day of December, 2006, between Rosa M. Mar, herein dealing in her sole and separate property, Lessor (whether one or more), whose address is 2605 Bomar Avenue, Fort Worth, Texas 76103, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.091 acres of land, more or less, being a portion of Lot 12, Block 27, of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated September 14, 1992, by and between City of Fort Worth, as Grantor, and Virgilo Mar and Rosa M. Mar, as Grantee, and recorded in Volume 10784, Page 1321, of the Deed Records of Tarrant County, Texas.

.16 acres of land, more or less, being all of Lot 13, Block 27, of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 11, of the Plat Records of Tarrant County, Texas.

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

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted

Revised on 12/27/2006

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

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

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

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

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

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

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

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

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

Rosa M. Mar  
Rosa M. Mar

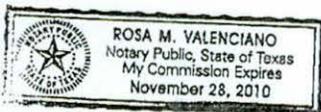
ACKNOWLEDGMENTS

STATE OF TEXAS  
COUNTY OF TEXAS

This instrument was acknowledged before me on the 28 day of December, 2006

by Rosa M. Mar, herein dealing with in her sole and separate property

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



STATE OF  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of  
Notary's name (printed):

Revised on 12/27/2006

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

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

**OIL, GAS AND MINERAL LEASE  
(NO SURFACE USE)**

THIS AGREEMENT made this 9th day of January, 2007, between James Warren Glass and wife, Earlene Glass, Lessor (whether one or more), whose address is 3508 West Lane, Fort Worth, Texas 76119, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.482 acres of land, more or less, being Lot 1, 2 and 3, Block 27, of the Sycamore Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 11, of the Plat Records of Tarrant County, Texas.

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

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other 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

Revised on 12/27/2006

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

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

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

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

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

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

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

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

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

James Warren Glass  
James Warren Glass

Earlene Glass  
Earlene Glass

ACKNOWLEDGMENTS

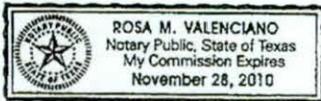
STATE OF TEXAS

COUNTY OF TEXAS TARRANT

This instrument was acknowledged before me on the 9th day of January, 2007.

by James Warren Glass and wife, Earlene Glass

Rosa M. Valenciano  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:



STATE OF

COUNTY OF

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_.

by \_\_\_\_\_

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

Revised on 12/27/2006

020727218  
6/27/2007  
8/3/2007

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 OF OIL AND GAS LEASE**

STATE OF TEXAS }  
COUNTY OF TARRANT }

Notice is hereby given that, effective JUNE 27<sup>th</sup>, 2007, an Oil and Gas Lease ("Lease") was made between K C Yale Enterprises ("Lessor"), whose address is 5005 Brentwood Stair Road Suite 209, Fort Worth, Texas 76112, and Hollis R. Sullivan, Inc. ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

This lease covers the following:

Lots 19, 20 and 21, Block 4, Webb Addition, including any interests under adjacent roadways, if any, out of the M. William Survey, A-996, Tarrant County, Texas, being more particularly described in that certain Warranty Deed with Vendor's Lien dated September 30, 1987, from Y & Y Enterprises to K C Yale Enterprises, recorded in Volume 9085, Page 319, Official Public Records of Tarrant County, Texas.

The Lease has a primary term of Three (3) years.

Reference is made to the terms and provisions of the Lease for all purposes.

IN WITNESS WHEREOF, this instrument is executed to be effective as of JUNE 27<sup>th</sup>, 2007.

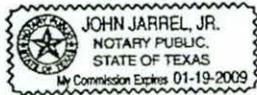
LESSOR:

K C Yale Enterprises

BY: [Signature]  
NAME: K C Yale  
TITLE: President

THE STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on this 27<sup>th</sup> day of JUNE, 2007, K.C. YALE acting as PRESIDENT on behalf of K C Yale Enterprises.



[Signature]  
Notary Public - State of Texas

LESSEE:

HOLLIS R. SULLIVAN, INC.

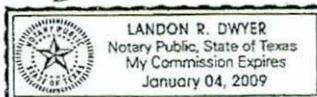
By: [Signature]  
Name: Hollis R. Sullivan  
Title: President

THE STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on this 13 day of July, 2007, by Hollis R. Sullivan, as President of Hollis R. Sullivan, Inc., a Texas Corporation, on behalf of said corporation.

[Signature]  
Notary Public, State of Texas

After Recording please return documents to:  
Norwood Land Services, LLC  
204 North Main  
Cleburne, TX 76033



RAM PROJECT

RAM

OIL AND GAS LEASE

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

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This Oil and Gas Lease is entered into this 27<sup>th</sup> day of JUNE, 2007, by and between **K C Yale Enterprises** ("Lessor"), whose address is 5005 Brentwood Stair Road, Suite 209, Fort Worth, Texas 76112, and **Hollis R. Sullivan, Inc.** ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

1. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and provisions contained herein, Lessor does hereby **LEASE** exclusively unto Lessee the land described below herein referred to as the "Leased Premises" for the purposes of exploring and drilling for, producing, storing, treating, transporting and marketing oil and gas and all substances produced therewith, conferring all rights and easements reasonably necessary or useful for Lessee's operations hereunder. The Leased Premises is described as follows:

Lots 19, 20 and 21, Block 4, Webb Addition, including any interests under adjacent roadways, if any, out of the M. William Survey, A-996, Tarrant County, Texas, being more particularly described in that certain Warranty Deed with Vendor's Lien dated September 30, 1987, from Y & Y Enterprises to K C Yale Enterprises, recorded in Volume 9085, Page 319, Official Public Records of Tarrant County, Texas.

2. This is a Paid Up Lease. Subject to the other provisions contained herein, this Lease shall remain in force for a term of Three (3) years from the date shown above, hereafter called the "Primary Term" and as long thereafter as oil or gas is produced from the Leased Premises or operations are conducted thereon as herein provided.

3. As royalty, Lessee covenants and agrees: (a) to deliver to the credit of Lessor, in the pipeline to which Lessee may connect its wells or in the absence of pipeline connection, into Lessee's storage facilities the equal to twenty- two percent (22%) part of all oil produced and saved by Lessee from the Leased Premises, Lessor's interest to bear the same percent of the costs of treating oil to render it marketable; (b) to pay Lessor on gas and casinghead gas produced from the Leased Premises (1) when sold by Lessee, twenty- two percent (22%) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off of the Leased Premises or in the manufacture of gasoline or other products, the market value, at the mouth of well of the same percent of such gas and casinghead gas. If gas or other substances is delivered to the purchaser off the Leased Premises, Lessor and Lessee shall each bear its proportionate share of the costs to deliver such gas, including charges for compression, transportation, marketing or otherwise. However, in no event will Lessor ever be required to pay for or incur any out of pocket cost or expense relating to any of Lessee's drilling, development or production operations under this Lease.

4. Notwithstanding any other provision of this Lease to the contrary, this Lease will cover only oil, gas and associated hydrocarbons and shall not cover any other substances or minerals.

5. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 320 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that 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 therefrom 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, 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, a unit once established hereunder shall remain in force 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, with consequent allocation of production as herein provided. As used in this paragraph, 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.

6. If at any time there is a well on the Leased Premises capable of producing gas, but the well has stopped being produced for a lack of a market or other good cause and this Lease is not being continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in or the date this Lease ceases to be continued in force by some other provision hereof, whichever is the later date, and prior to the expiration of such ninety (90) day period and annually thereafter, Lessee may pay or tender to Lessor an advance royalty called "Shut-In Gas Royalty" in an amount equal to \$5.00 per acre for the acreage then held under this Lease by such well and so long as such payments or tenders are so made this Lease shall continue in force and effect and it shall be considered that gas is being produced from the Leased Premises within the meaning of paragraph 2 of this lease.

7. If at the expiration of the Primary Term oil or gas is not being produced from the Leased Premises or lands pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a well, either as a producer or a dry hole, within 90 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations are continued in good faith and with reasonable diligence and not more than ninety (90) days shall elapse between the completion or abandonment of a well and the commencement of operations to drill a subsequent well and, if such operations result in the production of oil or gas, so long thereafter as oil and gas is produced from the Leased Premises.

8. If oil or gas is produced from the Leased Premises or lands pooled therewith and production thereof should cease for any reason after the expiration of the Primary Term, Lessee shall have the right at any time within ninety (90) days from the date of cessation of production to commence reworking or additional drilling operations in an effort to resume production, in which event this Lease shall remain in force so long as such operations are conducted in good faith and with reasonable diligence with no cessation of operations of more than 90 consecutive days and if such operations result in the production of oil or gas, so long thereafter as oil or gas is produced from the Leased Premises or lands pooled therewith.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, personal representatives, successors, and assigns; however, no change in the ownership of the land, rentals or royalty or the division thereof however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership or the division of the land or royalties shall be binding upon the Lessee for any purpose until thirty (30) days after Lessee shall have been furnished the instrument or instruments or recorded copies thereof resulting in such change.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor agrees that Lessee shall have the right at any time to pay or reduce for Lessor either before or after maturity any mortgage, taxes or other liens or interests and other charges against the Leased Premises not subordinated to this Lease and to be subordinated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other amounts due or which may become due to Lessor under this Lease. If Lessor owns less interest in the mineral estate in the Leased Premises than the entire and undivided fee simple estate, or no interest therein, then the lease bonus, royalties and other payments herein provided shall be paid to Lessor only in the proportion which Lessor's interest, if any, bears to the whole and undivided fee simple estate. In the event it is determined that the bonus amount paid by Lessee to Lessor is other than the amount due Lessor then, Lessor agrees to refund anything in excess of the true amount due to Lessor.

11. All Lessee's operations on the Leased Premises will be subject to and will be conducted in compliance with all federal, state, county, city and other laws, rules, ordinances, regulations and requirements. Lessee will assume all costs of insuring that its operations comply with all applicable laws. This Lease shall not be terminated in whole or in part, nor Lessee held liable for damages for failure to comply with the terms herein set forth, if compliance is prevented by or such failure is a result of any law, order, rule or regulation of applicable federal, state, county or other governmental authority or deed restriction and if not otherwise being maintained herein, the Primary Term hereof 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 and/or production as provided herein as if such delay had not occurred.

12. Whether or not this Lease is executed by all parties named herein as Lessor, this Lease shall be binding upon and inure to the benefit of all parties who execute it (whether or not named herein) and all parties from whom each Lessor has authority to execute this Lease.

13. Lessee indemnifies and holds Lessor harmless from and against any claims, costs and liabilities such Lessor may suffer whether for injury or death to any person, injury or damage to any property, failure to adhere to or comply with any applicable laws, rules or regulations or demand for monetary damages (collectively the

"Claims") to the extent that such Claims relate to or arises from Lessee's operations under this Lease or Lessee's breach of its obligations under this Lease.

14. No waiver by a party hereto of any breach of a term, condition or covenant of this Lease will be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

15. In the event any provision of this Lease is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. In the event of any legal action or proceeding between the parties seeking to enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover, in addition to all remedies available to it at law, all of its costs and expenses in connection therewith, including attorney's fees and costs.

17. This Lease contains the entire agreement of the parties regarding the subject matter hereof and supercedes any and all prior agreements, arrangements or understandings between the parties regarding such subject matter. This Lease cannot be changed orally and may be amended only by an instrument in writing executed by the parties.

18. This Lease may be executed in one or more executed and acknowledged counterparts or ratifications hereof each of which shall be deemed to be acceptable and all of which together shall constitute one and the same document.

19. Any notice required or permitted to be given hereunder must be in writing and must be sent to the parties via personal delivery or certified mail only at their addresses set forth in this Lease or at another address upon prior written notice of the same.

20. NO SURFACE OPERATIONS: Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

LESSOR:

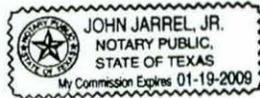
K C Yale Enterprises

BY: K C Yale  
ITS: President  
TIN: [REDACTED]

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on this 27<sup>th</sup> day of JUNE 2007,  
by K. C. YALE acting as PRESIDENT for K C Yale Enterprises.

[Signature]  
Notary Public-State of Texas



UACR 2431  
7/12/2007  
6/3/2007

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 OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS }  
COUNTY OF TARRANT }

Notice is hereby given that, effective July 12<sup>th</sup> 2007, an Oil, Gas and Mineral Lease ("Lease") was made between Rickey L. Crow ("Lessor"), whose address is P.O. Box 7349, Fort Worth, Texas 76111, and Hollis R. Sullivan, Inc. ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

This lease covers the following:

Lots 15, 16, 17 and 18, Block 4, Webb Addition, including any interests under adjacent roadways, if any, out of the M. William Survey, A-996, Tarrant County, Texas, being more particularly described in that certain Warranty Deed dated September 12, 1996, from Leggett, Leggett, and Leggett, a Texas General Partnership to Rickey L. Crow, recorded in Volume 12511, Page 683, Official Public Records of Tarrant County, Texas.

The Lease has a primary term of Three (3) years.

Reference is made to the terms and provisions of the Lease for all purposes.

IN WITNESS WHEREOF, this instrument is executed to be effective as of July 12<sup>th</sup> 2007

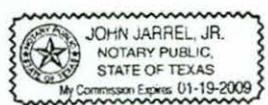
LESSOR:

Rickey L. Crow  
Rickey L. Crow

THE STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

This instrument was acknowledged before me on this 12<sup>th</sup> day of July, 2007, by Rickey L. Crow.



[Signature]  
Notary Public - State of Texas

LESSEE:

HOLLIS R. SULLIVAN, INC.  
By: [Signature]  
Name: Hollis R. Sullivan  
Title: President

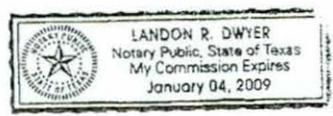
THE STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

This instrument was acknowledged before me on this 3 day of August, 2007, by Hollis R. Sullivan, as President of Hollis R. Sullivan Inc., a Texas Corporation, on behalf of said corporation.

[Signature]  
Notary Public, State of Texas

After Recording please return documents to:  
Norwood Land Services, LLC  
204 North Main  
Cleburne, TX 76033



R Am

OIL AND GAS LEASE

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

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This Oil and Gas Lease is entered into this 12<sup>TH</sup> day of July, 2007, by and between **Rickey L. Crow** ("Lessor"), whose address is P.O. Box 7349, Fort Worth, Texas 76111, and **Hollis R. Sullivan, Inc.** ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

1. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and provisions contained herein, Lessor does hereby **LEASE** exclusively unto Lessee the land described below herein referred to as the "Leased Premises" for the purposes of exploring and drilling for, producing, storing, treating, transporting and marketing oil and gas and all substances produced therewith, conferring all rights and easements reasonably necessary or useful for Lessee's operations hereunder. The Leased Premises is described as follows:

Lots 15, 16, 17 and 18, Block 4, Webb Addition, including any interests under adjacent roadways, if any, out of the M. William Survey, A-996, Tarrant County, Texas, being more particularly described in that certain Warranty Deed dated September 12, 1996, from Leggett, Leggett, and Leggett, a Texas General Partnership to Rickey L. Crow, recorded in Volume 12511, Page 683, Official Public Records of Tarrant County, Texas.

2. This is a Paid Up Lease. Subject to the other provisions contained herein, this Lease shall remain in force for a term of Three (3) years from the date shown above, hereafter called the "Primary Term" and as long thereafter as oil or gas is produced from the Leased Premises or operations are conducted thereon as herein provided.

3. As royalty, Lessee covenants and agrees: (a) to deliver to the credit of Lessor, in the pipeline to which Lessee may connect its wells or in the absence of pipeline connection, into Lessee's storage facilities the equal to twenty-two percent (22%) part of all oil produced and saved by Lessee from the Leased Premises, Lessor's interest to bear the same percent of the costs of treating oil to render it marketable; (b) to pay Lessor on gas and casinghead gas produced from the Leased Premises (1) when sold by Lessee, twenty-two percent (22%) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off of the Leased Premises or in the manufacture of gasoline or other products, the market value, at the mouth of well of the same percent of such gas and casinghead gas. If gas or other substances is delivered to the purchaser off the Leased Premises, Lessor and Lessee shall each bear its proportionate share of the costs to deliver such gas, including charges for compression, transportation, marketing or otherwise. However, in no event will Lessor ever be required to pay for or incur any out of pocket cost or expense relating to any of Lessee's drilling, development or production operations under this Lease.

4. Notwithstanding any other provision of this Lease to the contrary, this Lease will cover only oil, gas and associated hydrocarbons and shall not cover any other substances or minerals.

5. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 320 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that 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 therefrom 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, 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, a unit once established hereunder shall remain in force 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, with consequent allocation of production as herein provided. As used in this paragraph, 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.

6. If at any time there is a well on the Leased Premises capable of producing gas, but the well has stopped being produced for a lack of a market or other good cause and this Lease is not being continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in or the date this Lease ceases to be continued in force by some other provision hereof, whichever is the later date, and prior to the expiration of such ninety (90) day period and annually thereafter, Lessee may pay or tender to Lessor an advance royalty called "Shut-In Gas Royalty" in an amount equal to \$5.00 per acre for the acreage then held under this Lease by such well and so long as such payments or tenders are so made this Lease shall continue in force and effect and it shall be considered that gas is being produced from the Leased Premises within the meaning of paragraph 2 of this lease.

7. If at the expiration of the Primary Term oil or gas is not being produced from the Leased Premises or lands pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a well, either as a producer or a dry hole, within 90 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations are continued in good faith and with reasonable diligence and not more than ninety (90) days shall elapse between the completion or abandonment of a well and the commencement of operations to drill a subsequent well and, if such operations result in the production of oil or gas, so long thereafter as oil and gas is produced from the Leased Premises.

8. If oil or gas is produced from the Leased Premises or lands pooled therewith and production thereof should cease for any reason after the expiration of the Primary Term, Lessee shall have the right at any time within ninety (90) days from the date of cessation of production to commence reworking or additional drilling operations in an effort to resume production, in which event this Lease shall remain in force so long as such operations are conducted in good faith and with reasonable diligence with no cessation of operations of more than 90 consecutive days and if such operations result in the production of oil or gas, so long thereafter as oil or gas is produced from the Leased Premises or lands pooled therewith.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, personal representatives, successors, and assigns; however, no change in the ownership of the land, rentals or royalty or the division thereof however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership or the division of the land or royalties shall be binding upon the Lessee for any purpose until thirty (30) days after Lessee shall have been furnished the instrument or instruments or recorded copies thereof resulting in such change.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor agrees that Lessee shall have the right at any time to pay or reduce for Lessor either before or after maturity any mortgage, taxes or other liens or interests and other charges against the Leased Premises not subordinated to this Lease and to be subordinated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other amounts due or which may become due to Lessor under this Lease. If Lessor owns less interest in the mineral estate in the Leased Premises than the entire and undivided fee simple estate, or no interest therein, then the lease bonus, royalties and other payments herein provided shall be paid to Lessor only in the proportion which Lessor's interest, if any, bears to the whole and undivided fee simple estate. In the event it is determined that the bonus amount paid by Lessee to Lessor is other than the amount due Lessor then, Lessor agrees to refund anything in excess of the true amount due to Lessor.

11. All Lessee's operations on the Leased Premises will be subject to and will be conducted in compliance with all federal, state, county, city and other laws, rules, ordinances, regulations and requirements. Lessee will assume all costs of insuring that its operations comply with all applicable laws. This Lease shall not be terminated in whole or in part, nor Lessee held liable for damages for failure to comply with the terms herein set forth, if compliance is prevented by or such failure is a result of any law, order, rule or regulation of applicable federal, state, county or other governmental authority or deed restriction and if not otherwise being maintained herein, the Primary Term hereof 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 and/or production as provided herein as if such delay had not occurred.

12. Whether or not this Lease is executed by all parties named herein as Lessor, this Lease shall be binding upon and inure to the benefit of all parties who execute it (whether or not named herein) and all parties from whom each Lessor has authority to execute this Lease.

13. Lessee indemnifies and holds Lessor harmless from and against any claims, costs and liabilities such Lessor may suffer whether for injury or death to any person, injury or damage to any property, failure to adhere to or comply with any applicable laws, rules or regulations or demand for monetary damages (collectively the

"Claims") to the extent that such Claims relate to or arises from Lessee's operations under this Lease or Lessee's breach of its obligations under this Lease.

14. No waiver by a party hereto of any breach of a term, condition or covenant of this Lease will be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

15. In the event any provision of this Lease is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. In the event of any legal action or proceeding between the parties seeking to enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover, in addition to all remedies available to it at law, all of its costs and expenses in connection therewith, including attorney's fees and costs.

17. This Lease contains the entire agreement of the parties regarding the subject matter hereof and supercedes any and all prior agreements, arrangements or understandings between the parties regarding such subject matter. This Lease cannot be changed orally and may be amended only by an instrument in writing executed by the parties.

18. This Lease may be executed in one or more executed and acknowledged counterparts or ratifications hereof each of which shall be deemed to be acceptable and all of which together shall constitute one and the same document.

19. Any notice required or permitted to be given hereunder must be in writing and must be sent to the parties via personal delivery or certified mail only at their addresses set forth in this Lease or at another address upon prior written notice of the same.

20. NO SURFACE OPERATIONS: Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

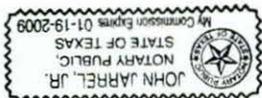
LESSOR:

Rickey L. Crow  
Rickey L. Crow

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on this 12<sup>TH</sup> day of July 2007,  
by Rickey L. Crow.

John Jarrel, Jr.  
Notary Public-State of Texas



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OIL AND GAS LEASE

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

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This Oil and Gas Lease is entered into this 12<sup>TH</sup> day of July, 2007, by and between **Rickey L. Crow** ("Lessor"), whose address is P.O. Box 7349, Fort Worth, Texas 76111, and **Hollis R. Sullivan, Inc.** ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

1. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and provisions contained herein, Lessor does hereby **LEASE** exclusively unto Lessee the land described below herein referred to as the "Leased Premises" for the purposes of exploring and drilling for, producing, storing, treating, transporting and marketing oil and gas and all substances produced therewith, conferring all rights and easements reasonably necessary or useful for Lessee's operations hereunder. The Leased Premises is described as follows:

Lots 15, 16, 17 and 18, Block 4, Webb Addition, including any interests under adjacent roadways, if any, out of the M. William Survey, A-996, Tarrant County, Texas, being more particularly described in that certain Warranty Deed dated September 12, 1996, from Leggett, Leggett, and Leggett, a Texas General Partnership to Rickey L. Crow, recorded in Volume 12511, Page 683, Official Public Records of Tarrant County, Texas.

2. This is a Paid Up Lease. Subject to the other provisions contained herein, this Lease shall remain in force for a term of Three (3) years from the date shown above, hereafter called the "Primary Term" and as long thereafter as oil or gas is produced from the Leased Premises or operations are conducted thereon as herein provided.

3. As royalty, Lessee covenants and agrees: (a) to deliver to the credit of Lessor, in the pipeline to which Lessee may connect its wells or in the absence of pipeline connection, into Lessee's storage facilities the equal to twenty- two percent (22%) part of all oil produced and saved by Lessee from the Leased Premises, Lessor's interest to bear the same percent of the costs of treating oil to render it marketable; (b) to pay Lessor on gas and casinghead gas produced from the Leased Premises (1) when sold by Lessee, twenty- two percent (22%) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off of the Leased Premises or in the manufacture of gasoline or other products, the market value, at the mouth of well of the same percent of such gas and casinghead gas. If gas or other substances is delivered to the purchaser off the Leased Premises, Lessor and Lessee shall each bear its proportionate share of the costs to deliver such gas, including charges for compression, transportation, marketing or otherwise. However, in no event will Lessor ever be required to pay for or incur any out of pocket cost or expense relating to any of Lessee's drilling, development or production operations under this Lease.

4. Notwithstanding any other provision of this Lease to the contrary, this Lease will cover only oil, gas and associated hydrocarbons and shall not cover any other substances or minerals.

5. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 320 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that 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 therefrom 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, 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, a unit once established hereunder shall remain in force 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, with consequent allocation of production as herein provided. As used in this paragraph, 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.

6. If at any time there is a well on the Leased Premises capable of producing gas, but the well has stopped being produced for a lack of a market or other good cause and this Lease is not being continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in or the date this Lease ceases to be continued in force by some other provision hereof, whichever is the later date, and prior to the expiration of such ninety (90) day period and annually thereafter, Lessee may pay or tender to Lessor an advance royalty called "Shut-In Gas Royalty" in an amount equal to \$5.00 per acre for the acreage then held under this Lease by such well and so long as such payments or tenders are so made this Lease shall continue in force and effect and it shall be considered that gas is being produced from the Leased Premises within the meaning of paragraph 2 of this lease.

7. If at the expiration of the Primary Term oil or gas is not being produced from the Leased Premises or lands pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a well, either as a producer or a dry hole, within 90 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations are continued in good faith and with reasonable diligence and not more than ninety (90) days shall elapse between the completion or abandonment of a well and the commencement of operations to drill a subsequent well and, if such operations result in the production of oil or gas, so long thereafter as oil and gas is produced from the Leased Premises.

8. If oil or gas is produced from the Leased Premises or lands pooled therewith and production thereof should cease for any reason after the expiration of the Primary Term, Lessee shall have the right at any time within ninety (90) days from the date of cessation of production to commence reworking or additional drilling operations in an effort to resume production, in which event this Lease shall remain in force so long as such operations are conducted in good faith and with reasonable diligence with no cessation of operations of more than 90 consecutive days and if such operations result in the production of oil or gas, so long thereafter as oil or gas is produced from the Leased Premises or lands pooled therewith.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, personal representatives, successors, and assigns; however, no change in the ownership of the land, rentals or royalty or the division thereof however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership or the division of the land or royalties shall be binding upon the Lessee for any purpose until thirty (30) days after Lessee shall have been furnished the instrument or instruments or recorded copies thereof resulting in such change.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor agrees that Lessee shall have the right at any time to pay or reduce for Lessor either before or after maturity any mortgage, taxes or other liens or interests and other charges against the Leased Premises not subordinated to this Lease and to be subordinated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other amounts due or which may become due to Lessor under this Lease. If Lessor owns less interest in the mineral estate in the Leased Premises than the entire and undivided fee simple estate, or no interest therein, then the lease bonus, royalties and other payments herein provided shall be paid to Lessor only in the proportion which Lessor's interest, if any, bears to the whole and undivided fee simple estate. In the event it is determined that the bonus amount paid by Lessee to Lessor is other than the amount due Lessor then, Lessor agrees to refund anything in excess of the true amount due to Lessor.

11. All Lessee's operations on the Leased Premises will be subject to and will be conducted in compliance with all federal, state, county, city and other laws, rules, ordinances, regulations and requirements. Lessee will assume all costs of insuring that its operations comply with all applicable laws. This Lease shall not be terminated in whole or in part, nor Lessee held liable for damages for failure to comply with the terms herein set forth, if compliance is prevented by or such failure is a result of any law, order, rule or regulation of applicable federal, state, county or other governmental authority or deed restriction and if not otherwise being maintained herein, the Primary Term hereof 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 and/or production as provided herein as if such delay had not occurred.

12. Whether or not this Lease is executed by all parties named herein as Lessor, this Lease shall be binding upon and inure to the benefit of all parties who execute it (whether or not named herein) and all parties from whom each Lessor has authority to execute this Lease.

13. Lessee indemnifies and holds Lessor harmless from and against any claims, costs and liabilities such Lessor may suffer whether for injury or death to any person, injury or damage to any property, failure to adhere to or comply with any applicable laws, rules or regulations or demand for monetary damages (collectively the

"Claims") to the extent that such Claims relate to or arises from Lessee's operations under this Lease or Lessee's breach of its obligations under this Lease.

14. No waiver by a party hereto of any breach of a term, condition or covenant of this Lease will be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

15. In the event any provision of this Lease is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. In the event of any legal action or proceeding between the parties seeking to enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover, in addition to all remedies available to it at law, all of its costs and expenses in connection therewith, including attorney's fees and costs.

17. This Lease contains the entire agreement of the parties regarding the subject matter hereof and supercedes any and all prior agreements, arrangements or understandings between the parties regarding such subject matter. This Lease cannot be changed orally and may be amended only by an instrument in writing executed by the parties.

18. This Lease may be executed in one or more executed and acknowledged counterparts or ratifications hereof each of which shall be deemed to be acceptable and all of which together shall constitute one and the same document.

19. Any notice required or permitted to be given hereunder must be in writing and must be sent to the parties via personal delivery or certified mail only at their addresses set forth in this Lease or at another address upon prior written notice of the same.

20. NO SURFACE OPERATIONS: Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

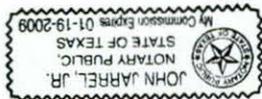
LESSOR:

Rickey L. Crow  
[Redacted Signature]  
SSN [Redacted]

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on this 12<sup>TH</sup> day of July, 2007,  
by Rickey L. Crow.

John Jarrell, Jr.  
Notary Public-State of Texas



UAC 7 37057  
9/4/2007  
9/24/2007

OIL AND GAS LEASE

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

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This Oil and Gas Lease is entered into this 4<sup>th</sup> day of SEPTEMBER, 2007, by and between **Danny M. Sides** ("Lessor"), whose address is 2841 Manorwood Trail, Fort Worth, Texas 76109, and **Hollis R. Sullivan, Inc.** ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

1. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and provisions contained herein, Lessor does hereby **LEASE** exclusively unto Lessee the land described below herein referred to as the "Leased Premises" for the purposes of exploring and drilling for, producing, storing, treating, transporting and marketing oil and gas and all substances produced therewith, conferring all rights and easements reasonably necessary or useful for Lessee's operations hereunder. The Leased Premises is described as follows:

Lot 7, Block 4, Webb Addition, including any interests under adjacent roadways, if any, out of the M. William Survey, A-996, Tarrant County, Texas, being more particularly described in that certain Warranty Deed with Vendor's Lien dated April 24, 1972 from A. D. Holliday and wife, Rowena Holliday to Danny M Sides, recorded in Volume 5244, Page 717, Official Public Records of Tarrant County, Texas.

2. This is a Paid Up Lease. Subject to the other provisions contained herein, this Lease shall remain in force for a term of Three (3) years from the date shown above, hereafter called the "Primary Term" and as long thereafter as oil or gas is produced from the Leased Premises or operations are conducted thereon as herein provided.

3. As royalty, Lessee covenants and agrees: (a) to deliver to the credit of Lessor, in the pipeline to which Lessee may connect its wells or in the absence of pipeline connection, into Lessee's storage facilities the equal to twenty percent (20%) part of all oil produced and saved by Lessee from the Leased Premises, Lessor's interest to bear the same percent of the costs of treating oil to render it marketable; (b) to pay Lessor on gas and casinghead gas produced from the Leased Premises (1) when sold by Lessee, twenty percent (20%) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off of the Leased Premises or in the manufacture of gasoline or other products, the market value, at the mouth of well of the same percent of such gas and casinghead gas. If gas or other substances is delivered to the purchaser off the Leased Premises, Lessor and Lessee shall each bear its proportionate share of the costs to deliver such gas, including charges for compression, transportation, marketing or otherwise. However, in no event will Lessor ever be required to pay for or incur any out of pocket cost or expense relating to any of Lessee's drilling, development or production operations under this Lease.

4. Notwithstanding any other provision of this Lease to the contrary, this Lease will cover only oil, gas and associated hydrocarbons and shall not cover any other substances or minerals.

5. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 320 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that 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 therefrom 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, 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, a unit once established hereunder shall remain in force 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, with consequent allocation of production as herein provided. As used in this paragraph, 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.

6. If at any time there is a well on the Leased Premises capable of producing gas, but the well has stopped being produced for a lack of a market or other good cause and this Lease is not being continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in or the date this Lease ceases to be continued in force by some other provision hereof, whichever is the later date, and prior to the expiration of such ninety (90) day period and annually thereafter, Lessee may pay or tender to Lessor an advance royalty called "Shut-In Gas Royalty" in an amount equal to \$5.00 per acre for the acreage then held under this Lease by such well and so long as such payments or tenders are so made this Lease shall continue in force and effect and it shall be considered that gas is being produced from the Leased Premises within the meaning of paragraph 2 of this lease.

7. If at the expiration of the Primary Term oil or gas is not being produced from the Leased Premises or lands pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a well, either as a producer or a dry hole, within 90 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations are continued in good faith and with reasonable diligence and not more than ninety (90) days shall elapse between the completion or abandonment of a well and the commencement of operations to drill a subsequent well and, if such operations result in the production of oil or gas, so long thereafter as oil and gas is produced from the Leased Premises.

8. If oil or gas is produced from the Leased Premises or lands pooled therewith and production thereof should cease for any reason after the expiration of the Primary Term, Lessee shall have the right at any time within ninety (90) days from the date of cessation of production to commence reworking or additional drilling operations in an effort to resume production, in which event this Lease shall remain in force so long as such operations are conducted in good faith and with reasonable diligence with no cessation of operations of more than 90 consecutive days and if such operations result in the production of oil or gas, so long thereafter as oil or gas is produced from the Leased Premises or lands pooled therewith.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, personal representatives, successors, and assigns; however, no change in the ownership of the land, rentals or royalty or the division thereof however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership or the division of the land or royalties shall be binding upon the Lessee for any purpose until thirty (30) days after Lessee shall have been furnished the instrument or instruments or recorded copies thereof resulting in such change.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor agrees that Lessee shall have the right at any time to pay or reduce for Lessor either before or after maturity any mortgage, taxes or other liens or interests and other charges against the Leased Premises not subordinated to this Lease and to be subordinated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other amounts due or which may become due to Lessor under this Lease. If Lessor owns less interest in the mineral estate in the Leased Premises than the entire and undivided fee simple estate, or no interest therein, then the lease bonus, royalties and other payments herein provided shall be paid to Lessor only in the proportion which Lessor's interest, if any, bears to the whole and undivided fee simple estate. In the event it is determined that the bonus amount paid by Lessee to Lessor is other than the amount due Lessor then, Lessor agrees to refund anything in excess of the true amount due to Lessor.

11. All Lessee's operations on the Leased Premises will be subject to and will be conducted in compliance with all federal, state, county, city and other laws, rules, ordinances, regulations and requirements. Lessee will assume all costs of insuring that its operations comply with all applicable laws. This Lease shall not be terminated in whole or in part, nor Lessee held liable for damages for failure to comply with the terms herein set forth, if compliance is prevented by or such failure is a result of any law, order, rule or regulation of applicable federal, state, county or other governmental authority or deed restriction and if not otherwise being maintained herein, the Primary Term hereof 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 and/or production as provided herein as if such delay had not occurred.

12. Whether or not this Lease is executed by all parties named herein as Lessor, this Lease shall be binding upon and inure to the benefit of all parties who execute it (whether or not named herein) and all parties from whom each Lessor has authority to execute this Lease.

13. Lessee indemnifies and holds Lessor harmless from and against any claims, costs and liabilities such Lessor may suffer whether for injury or death to any person, injury or damage to any property, failure to adhere to or comply with any applicable laws, rules or regulations or demand for monetary damages (collectively the

"Claims") to the extent that such Claims relate to or arises from Lessee's operations under this Lease or Lessee's breach of its obligations under this Lease.

14. No waiver by a party hereto of any breach of a term, condition or covenant of this Lease will be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

15. In the event any provision of this Lease is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. In the event of any legal action or proceeding between the parties seeking to enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover, in addition to all remedies available to it at law, all of its costs and expenses in connection therewith, including attorney's fees and costs.

17. This Lease contains the entire agreement of the parties regarding the subject matter hereof and supercedes any and all prior agreements, arrangements or understandings between the parties regarding such subject matter. This Lease cannot be changed orally and may be amended only by an instrument in writing executed by the parties.

18. This Lease may be executed in one or more executed and acknowledged counterparts or ratifications hereof each of which shall be deemed to be acceptable and all of which together shall constitute one and the same document.

19. Any notice required or permitted to be given hereunder must be in writing and must be sent to the parties via personal delivery or certified mail only at their addresses set forth in this Lease or at another address upon prior written notice of the same.

20. NO SURFACE OPERATIONS: Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

LESSOR:

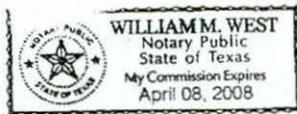
Danny M Sides  
Danny M. Sides

SSN \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on this 4th day of Sept 2007,  
by Danny M. Sides.

William M. West  
Notary Public-State of Texas



After Recording Return To:  
Norwood Land Services, LLC  
6421 Camp Bowie Blvd, Suite 401  
Fort Worth, Texas 76116

**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I (s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

FILED  
TARRANT COUNTY TEXAS  
2008 APR 18 PM 2:55  
SUZANNE H. HARRIS  
COUNTY CLERK

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

**See Schedule I attached to and made a part hereof for complete description:**

The Oil and Gas Lease (the "Lease") is for a primary term of Five (5) 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 of Oil and Gas Lease 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 of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any leases. Additionally, this Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any part of the Lands.

This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor(s):**

See Schedule I attached hereto:

\_\_\_\_\_

**After Recording Return To:  
XTO Energy Inc.  
810 Houston Street  
Fort Worth, Texas 76102**

**SCHEDULE I**

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

**DESCRIPTION OF LAND BEING LEASED**

Being 0.1399 acres, more or less, and being further described as follows:

Blk 4 Lot 6, Webb Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated 9/10/1991 and recorded as Instrument #D191157586 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 45530-4-6.

**LESSOR(S):**

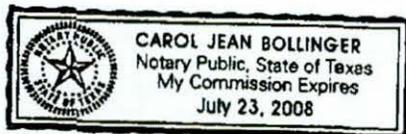
X *Rafael Martinez*  
Rafael Martinez  
3220 Decatur Ave  
Fort Worth, TX 76106-6142

X \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS County of TARRANT

This instrument was acknowledged before me on the 3rd day of APRIL, 2008 by Rafael Martinez.



Signature *Carol Jean Bollinger*  
Notary Public

Printed CAROL JEAN BOLLINGER

My commission expires:

Seal:

D207113193  
3/12/2007  
4/2/2007

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 OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS }  
COUNTY OF TARRANT }

Notice is hereby given that, effective March 12, 2007, an Oil, Gas and Mineral Lease ("Lease") was made between Michael Lemmon and wife, Carol Lemmon ("Lessor"), whose address is 133 East Rio Ridge, Azle, Texas 76020, and Hollis R. Sullivan, Inc. ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76708.

This lease covers the following:

Lots 2, 3, 4 and 5, Block 4, Webb Addition, including any interests under adjacent roadways, if any, out of the M. William Survey, A-996, Tarrant County, Texas, being more particularly described in that certain Warranty Deed dated April 17, 2006, from Bob M. Mitchell and wife, Flora M. Mitchell to Michael Lemmon and wife, Carol Lemmon, recorded in D206117013, Official Public Records of Tarrant County, Texas.

The Lease has a primary term of Three (3) years.

Reference is made to the terms and provisions of the Lease for all purposes.

IN WITNESS WHEREOF, this instrument is executed to be effective as of March 12, 2007.

LESSOR:

Michael Lemmon  
Michael Lemmon

Carol Lemmon  
Carol Lemmon

THE STATE OF TEXAS  
COUNTY OF TARRANT

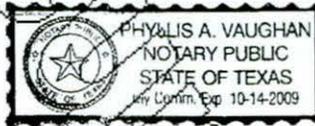
This instrument was acknowledged before me on this 12<sup>th</sup> day of March, 2007, by Michael Lemmon and wife, Carol Lemmon.

Phyllis A. Vaughan  
Notary Public - State of Texas

LESSEE:

HOLLIS R. SULLIVAN, INC.

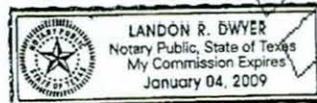
By: Hollis R. Sullivan  
Name: Hollis R. Sullivan  
Title: President



THE STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on this 28 day of March, 2007, by Hollis R. Sullivan, as President of Hollis R. Sullivan Inc., a Texas Corporation, on behalf of said corporation.

Landon R. Dwyer  
Notary Public, State of Texas



After Recording please return documents to:  
Norwood Land Services, LLC  
204 North Main  
Cleburne, TX 76033

3

**OIL AND GAS LEASE**

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

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This Oil and Gas Lease is entered into this 12 day of March, 2007, by and between Michael Lemmon and wife, Carol Lemmon ("Lessor"), whose address is 133 East Rio Ridge, Azle, Texas 76020, and Hollis R. Sullivan, Inc. ("Lessee"), whose address is P.O. Box 9289, Wichita Falls, Texas 76308.

1. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and provisions contained herein, Lessor does hereby LEASE exclusively unto Lessee the land described below herein referred to as the "Leased Premises" for the purposes of exploring and drilling for, producing, storing, treating, transporting and marketing oil and gas and all substances produced therewith, conferring all rights and easements reasonably necessary or useful for Lessee's operations hereunder. The Leased Premises is described as follows:

Lots 2, 3, 4, and 5, Block 4, Webb Addition, including any interests under adjacent roadways, if any, out of the M. William Survey, A-996, Tarrant County, Texas, being more particularly described in that certain Warranty Deed dated April 17, 2006, from Bob M. Mitchell and wife, Flora M. Mitchell to Michael Lemmon and wife, Carol Lemmon, recorded in D206117013 Official Public Records of Tarrant County, Texas.

2. This is a Paid Up Lease. Subject to the other provisions contained herein, this Lease shall remain in force for a term of Three (3) years from the date shown above, hereafter called the "Primary Term" and as long thereafter as oil or gas is produced from the Leased Premises or operations are conducted thereon as herein provided.

3. As royalty, Lessee covenants and agrees: (a) to deliver to the credit of Lessor, in the pipeline to which Lessee may connect its wells or in the absence of pipeline connection, into Lessee's storage facilities the equal to twenty-two percent (22%) part of all oil produced and saved by Lessee from the Leased Premises, Lessor's interest to bear the same percent of the costs of treating oil to render it marketable; (b) to pay Lessor on gas and casinghead gas produced from the Leased Premises (1) when sold by Lessee, twenty-two percent (22%) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off of the Leased Premises or in the manufacture of gasoline or other products, the market value, at the mouth of well of the same percent of such gas and casinghead gas. If gas or other substances is delivered to the purchaser off the Leased Premises, Lessor and Lessee shall each bear its proportionate share of the costs to deliver such gas, including charges for compression, transportation, marketing or otherwise. However, in no event will Lessor ever be required to pay for or incur any out of pocket cost or expense relating to any of Lessee's drilling, development or production operations under this Lease.

4. Notwithstanding any other provision of this Lease to the contrary, this Lease will cover only oil, gas and associated hydrocarbons and shall not cover any other substances or minerals.

5. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 320 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that 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 therefrom 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

After recording return to:  
Hollis R. Sullivan, Inc.  
P.O. Box 9289  
Wichita Falls, Texas 76308

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, 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, a unit once established hereunder shall remain in force 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, with consequent allocation of production as herein provided. As used in this paragraph, 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.

6. If at any time there is a well on the Leased Premises capable of producing gas, but the well has stopped being produced for a lack of a market or other good cause and this Lease is not being continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well is shut-in or the date this Lease ceases to be continued in force by some other provision hereof, whichever is the later date, and prior to the expiration of such ninety (90) day period and annually thereafter, Lessee may pay or tender to Lessor an advance royalty called "Shut-In Gas Royalty" in an amount equal to \$5.00 per acre for the acreage then held under this Lease by such well and so long as such payments or tenders are so made this Lease shall continue in force and effect and it shall be considered that gas is being produced from the Leased Premises within the meaning of paragraph 2 of this lease.

7. If at the expiration of the Primary Term oil or gas is not being produced from the Leased Premises or lands pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a well, either as a producer or a dry hole, within 90 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations are continued in good faith and with reasonable diligence and not more than ninety (90) days shall elapse between the completion or abandonment of a well and the commencement of operations to drill a subsequent well and, if such operations result in the production of oil or gas, so long thereafter as oil and gas is produced from the Leased Premises.

8. If oil or gas is produced from the Leased Premises or lands pooled therewith and production thereof should cease for any reason after the expiration of the Primary Term, Lessee shall have the right at any time within ninety (90) days from the date of cessation of production to commence reworking or additional drilling operations in an effort to resume production, in which event this Lease shall remain in force so long as such operations are conducted in good faith and with reasonable diligence with no cessation of operations of more than 90 consecutive days and if such operations result in the production of oil or gas, so long thereafter as oil or gas is produced from the Leased Premises or lands pooled therewith.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to their heirs, personal representatives, successors, and assigns; however, no change in the ownership of the land, rentals or royalty or the division thereof however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership or the division of the land or royalties shall be binding upon the Lessee for any purpose until thirty (30) days after Lessee shall have been furnished the instrument or instruments or recorded copies thereof resulting in such change.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor agrees that Lessee shall have the right at any time to pay or reduce for Lessor either before or after maturity any mortgage, taxes or other liens or interests and other charges against the Leased Premises not subordinated to this Lease and to be subordinated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other amounts due or which may become due to Lessor under this Lease. If Lessor owns less interest in the mineral estate in the Leased Premises than the entire and undivided fee simple estate, or no interest therein, then the lease bonus, royalties and other payments herein provided shall be paid to Lessor only in the proportion which Lessor's interest, if any, bears to the whole and undivided fee simple estate. In the event it is determined that the bonus amount paid by Lessee to Lessor is other than the amount due Lessor then, Lessor agrees to refund anything in excess of the true amount due to Lessor.

11. All Lessee's operations on the Leased Premises will be subject to and will be conducted in compliance with all federal, state, county, city and other laws, rules, ordinances, regulations and requirements. Lessee will assume all costs of insuring that its operations comply with all applicable laws. This Lease shall not be terminated in whole or in part, nor Lessee held liable for damages for failure to comply with the terms herein set forth, if compliance is prevented by or such failure is a result of any law, order, rule or regulation of applicable federal, state, county or other governmental authority or deed restriction and if not otherwise being maintained herein, the Primary Term hereof 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 and/or production as provided herein as if such delay had not occurred.

12. Whether or not this Lease is executed by all parties named herein as Lessor, this Lease shall be binding upon and inure to the benefit of all parties who execute it (whether or not named herein) and all parties from whom each Lessor has authority to execute this Lease.

13. Lessee indemnifies and holds Lessor harmless from and against any claims, costs and liabilities such Lessor may suffer whether for injury or death to any person, injury or damage to any property, failure to adhere

to or comply with any applicable laws, rules or regulations or demand for monetary damages (collectively the "Claims") to the extent that such Claims relate to or arises from Lessee's operations under this Lease or Lessee's breach of its obligations under this Lease.

14. No waiver by a party hereto of any breach of a term, condition or covenant of this Lease will be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

15. In the event any provision of this Lease is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. In the event of any legal action or proceeding between the parties seeking to enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover, in addition to all remedies available to it at law, all of its costs and expenses in connection therewith, including attorney's fees and costs.

17. This Lease contains the entire agreement of the parties regarding the subject matter hereof and supercedes any and all prior agreements, arrangements or understandings between the parties regarding such subject matter. This Lease cannot be changed orally and may be amended only by an instrument in writing executed by the parties.

18. This Lease may be executed in one or more executed and acknowledged counterparts or ratifications hereof each of which shall be deemed to be acceptable and all of which together shall constitute one and the same document.

19. Any notice required or permitted to be given hereunder must be in writing and must be sent to the parties via personal delivery or certified mail only at their addresses set forth in this Lease or at another address upon prior written notice of the same.

20. NO SURFACE OPERATIONS: Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

LESSOR:

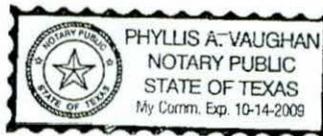
Michael Lemmon  
Michael Lemmon  
SSN

Carol Lemmon  
Carol Lemmon  
SSN

STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on this 12<sup>th</sup> day of March 2007,  
by Michael Lemmon and wife, Carol Lemmon.

Phyllis A. Vaughan  
Notary Public-State of Texas



**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I (s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

FILED  
TARRANT COUNTY TEXAS  
2008 APR 18 PM 2:54  
SUZANNE HENDERSON  
COUNTY CLERK

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

**See Schedule I attached to and made a part hereof for complete description:**

The Oil and Gas Lease (the "Lease") is for a primary term of Five (5) 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 of Oil and Gas Lease 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 of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any leases. Additionally, this Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any part of the Lands.

This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor(s):**

See Schedule I attached hereto:

\_\_\_\_\_

**After Recording Return To:  
XTO Energy Inc.  
810 Houston Street  
Fort Worth, Texas 76102**

**SCHEDULE I**

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

**DESCRIPTION OF LAND BEING LEASED**

Being 0.2905 acres, more or less, and being further described as follows:

Blk 3 Lot 14 & W Pt 15, Webb Addition (Ft Worth), an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated 1/22/2007 and recorded as Instrument #D207023182 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 45530-3-14-30.

**LESSOR(S):**

*Kelcy C Yale*  
*Kelcy C Yale*  
X \_\_\_\_\_  
Kelcy C. Yale  
PO Box 8745  
Fort Worth, TX 76124-0745

X \_\_\_\_\_

**ACKNOWLEDGMENT**

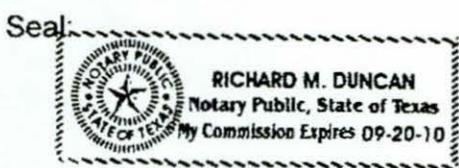
STATE OF TEXAS County of TARRANT

This instrument was acknowledged before me on the 31 day of MARCH, 2008 by Kelcy C. Yale.

Signature *Richard M. Duncan*  
Notary Public

Printed RICHARD M. DUNCAN

My commission expires:



**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I (s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

FILED  
TARRANT COUNTY TEXAS  
2008 APR 18 PM 2:55  
SUZANNE M. HENNING  
COUNTY CLERK

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

**See Schedule I attached to and made a part hereof for complete description:**

The Oil and Gas Lease (the "Lease") is for a primary term of Five (5) 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 of Oil and Gas Lease 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 of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any leases. Additionally, this Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any part of the Lands.

This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor(s):**

See Schedule I attached hereto:

\_\_\_\_\_

**After Recording Return To:  
XTO Energy Inc.  
810 Houston Street  
Fort Worth, Texas 76102**

**SCHEDULE I**

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

**DESCRIPTION OF LAND BEING LEASED**

Being 0.3831 acres, more or less, and being further described as follows:

Blk 3 Lot 12 & 13, Webb Addition (Ft Worth), an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated 9/30/1987 and recorded as Book 0009085 and Page 0000319 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 45530-3-12.

**LESSOR(S):**

X K. C. Yale  
K. C. Yale  
PO Box 8745  
Fort Worth, TX 76124-0745

X \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Texas County of Tarrant

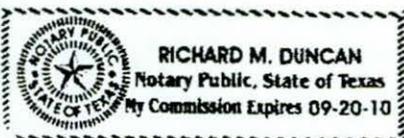
This instrument was acknowledged before me on the 31 day of MARCH, 2008 by K. C. Yale.

Signature Richard M. Duncan  
Notary Public

Printed RICHARD M. DUNCAN

My commission expires:

Seal:



**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I (s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

FILED  
TARRANT COUNTY TEXAS  
2008 APR 18 PM 2:55  
SUZANNE HENDERSON  
COUNTY CLERK  
BY \_\_\_\_\_

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

**See Schedule I attached to and made a part hereof for complete description:**

The Oil and Gas Lease (the "Lease") is for a primary term of Five (5) 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 of Oil and Gas Lease 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 of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any leases. Additionally, this Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any part of the Lands.

This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor(s):**

See Schedule I attached hereto: \_\_\_\_\_

\_\_\_\_\_

**After Recording Return To:  
XTO Energy Inc.  
810 Houston Street  
Fort Worth, Texas 76102**

**SCHEDULE I**

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

**DESCRIPTION OF LAND BEING LEASED**

Being 0.2288 acres, more or less, and being further described as follows:

Blk 2 Lot 10, Webb Addition (Ft Worth), an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated 6/6/1997 and recorded as Instrument #D197104923 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 45530-2-10.

**LESSOR(S):**

X Sandra L. Murphy X \_\_\_\_\_

Sandra L. Murphy  
2228 Minnie St  
Fort Worth, TX 76117-4903

**ACKNOWLEDGMENT**

STATE OF TEXAS County of TARRANT

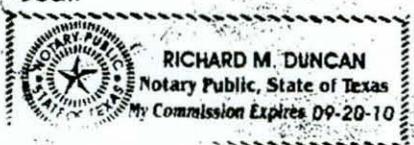
This instrument was acknowledged before me on the 9 day of APRIL, 2008  
by  
Sandra L. Murphy.

Signature Richard M. Duncan  
Notary Public

Printed RICHARD M. DUNCAN

My commission expires:

Seal:



**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I (s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

FILED  
TARRANT COUNTY TEX  
2008 APR 18 PM 2:51  
SUZANNE HERRERA  
COUNTY CLERK  
BY \_\_\_\_\_

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

**See Schedule I attached to and made a part hereof for complete description:**

The Oil and Gas Lease (the "Lease") is for a primary term of Five (5) 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 of Oil and Gas Lease 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 of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any leases. Additionally, this Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any part of the Lands.

This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor(s):**

See Schedule I attached hereto:  
\_\_\_\_\_

**After Recording Return To:**  
**XTO Energy Inc.**  
**810 Houston Street**  
**Fort Worth, Texas 76102**

**SCHEDULE I**

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

**DESCRIPTION OF LAND BEING LEASED**

Being 0.273 acres, more or less, and being further described as follows:

Blk 3 Lot 1, Webb Addition (Ft Worth), an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated 6/6/1997 and recorded as Instrument #D197104923 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 45530-3-1.

**LESSOR(S):**

X Sandra L. Murphy X \_\_\_\_\_

Sandra L. Murphy  
2228 Minnie St  
Fort Worth, TX 76117-4903

**ACKNOWLEDGMENT**

STATE OF Texas County of TARRANT

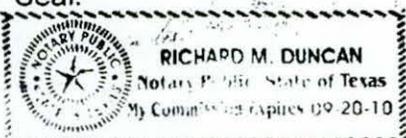
This instrument was acknowledged before me on the 9 day of April, 2008  
by  
Sandra L. Murphy.

Signature Richard M. Duncan  
Notary Public

Printed Richard M. Duncan

My commission expires:

Seal:



**SCHEDULE I**

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

**DESCRIPTION OF LAND BEING LEASED**

Being 0.7598 acres, more or less, and being further described as follows:

Blk 3 Lot 2 Thru 4, Webb Addition (Ft Worth), an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated and recorded as Book 0002280 and Page 0000264 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 45530-3-2.

**LESSOR(S):**

Plumbers and Steamfitters Local Union #146

X Thomas A. Parrott  
By:

2640 E Lancaster Ave  
Fort Worth, TX 76103-2802

**ACKNOWLEDGMENT**

STATE OF Texas County of Tarrant

This instrument was acknowledged before me on the 10th day of April, 2008 by

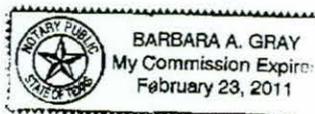
Thomas A. Parrott, as Business Manager for  
Plumbers and Steamfitters Local Union #146  
on behalf of said Membership.

Signature Barbara A. Gray  
Notary Public

Printed BARBARA A. GRAY

My commission expires: 02-23-2011

Seal:



**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I (s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

FILED  
TARRANT COUNTY TEXAS  
2008 APR 18 PM 2:55  
SUZANNE HENNINGSON  
COUNTY CLERK

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

**See Schedule I attached to and made a part hereof for complete description:**

The Oil and Gas Lease (the "Lease") is for a primary term of Five (5) 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 of Oil and Gas Lease 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 of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any leases. Additionally, this Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any part of the Lands.

This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor(s):**

See Schedule I attached hereto:

\_\_\_\_\_

**After Recording Return To:  
XTO Energy Inc.  
810 Houston Street  
Fort Worth, Texas 76102**

**Electronically Recorded**

Official Public Records

Tarrant County Texas

2008 Oct 15 08:28 AM

Fee: \$ 52.00

Submitter: SIMPLIFILE

**D208394237**

10 Pages

*Suzanne Henderson*

Suzanne Henderson

**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I(s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

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This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor(s):**

See Schedule I attached hereto

**After Recording Return To:**  
**XTO Energy Inc.**  
**810 Houston Street**  
**Fort Worth, Texas 76102**

D208394237

**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I (s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

FILED  
TARRANT COUNTY TEXAS  
2008 APR 18 PM 2:55  
SUZANNE HENDERSON  
COUNTY CLERK

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

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**Lessor(s):**

See Schedule I attached hereto:  
\_\_\_\_\_

**After Recording Return To:**  
**XTO Energy Inc.**  
**810 Houston Street**  
**Fort Worth, Texas 76102**

**SCHEDULE I**

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

**DESCRIPTION OF LAND BEING LEASED**

Being 0.4223 acres, more or less, and being further described as follows:

Blk 3 Lot 9 & 10, Webb Addition (Ft Worth), an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated 4/5/1960 and recorded as Book 3436 and Page 184 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 45530-3-9.

**LESSOR(S):**

Childs Construction Company Inc.

X Steve Luebbehuisen  
By: Steve Luebbehuisen, Pres. By:

PO Box 50159  
Fort Worth, TX 76105-0159

**ACKNOWLEDGMENT**

STATE OF Texas County of Tarrant

This instrument was acknowledged before me on the 1 day of April, 2008

by Steve Luebbehuisen, as President for

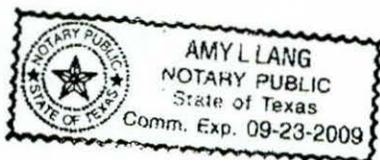
Childs Construction Company Inc.  
on behalf of said company

Signature Amy Lang  
Notary Public

Printed Amy Lang

My commission expires: 9/23/09

Seal:



**MEMORANDUM OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessor:** See Schedule I (s) attached  
**Lessor's Address:** See Schedule I (s) attached  
**Lessee:** XTO Energy Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Effective Date:** April 1, 2008

FILED  
TARRANT COUNTY TEXAS  
2008 APR 18 PM 2:55  
SUZANNE HENDERSON  
COUNTY CLERK

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

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This Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any leases. Additionally, this Memorandum of Oil and Gas lease may be corrected or amended or supplemented at the discretion of the Lessee to correct the erroneous inclusion or omission or subsequent addition of any part of the Lands.

This Memorandum of Oil and Gas Lease is signed by Lessor as of the date of acknowledgment of their signatures, but is effective for all purposes as of the Effective Date stated above.

**Lessor(s):**

See Schedule I attached hereto:

\_\_\_\_\_

**After Recording Return To:  
XTO Energy Inc.  
810 Houston Street  
Fort Worth, Texas 76102**

SCHEDULE I

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF GREATER MEADOWBROOK COMMUNITY OIL AND GAS LEASE DATED APRIL 1, 2008 BETWEEN THE UNDERSIGNED, AS LESSOR, AND XTO ENERGY, INC., AS LESSEE.

DESCRIPTION OF LAND BEING LEASED

Being 0.203 acres, more or less, and being further described as follows:

Blk 3 Lot 11, Webb Addition (Ft Worth), an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same land described in that certain deed dated 7/3/1974 and recorded as Book 5674 and Page 107 Official Public Records of Tarrant County, Texas.

The 2008 Tarrant County Appraisal District Geo-Reference Number for the above described property is 45530-3-11.

LESSOR(S):

Childs Construction Company Inc.

X Steve Huebbehusen  
By: Steve Huebbehusen

PO Box 50159  
Fort Worth, TX 76105-0159

ACKNOWLEDGMENT

STATE OF Texas County of Tarrant

This instrument was acknowledged before me on the 1 day of April, 2008

by Steve Huebbehusen, as President for

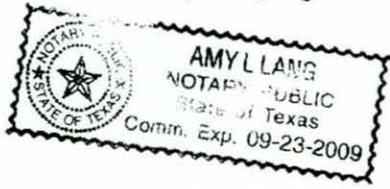
Childs Construction Company Inc.  
on behalf of said Company

Signature *[Signature]*  
Notary Public

Printed *[Signature]*

My commission expires: 9/23/08

Seal:



6.

File No. MF 110599

Lease

Date Filed: 2/10/10

Jerry Patterson, Commissioner

By 

231

After Recording Return To:

J. Matthew Perkins  
Land Department  
XTO Energy Inc.  
810 Houston Street  
Fort Worth, Texas 76102

FILED  
TARRANT COUNTY TEXAS

2008 OCT -2 AM 10:30

BY \_\_\_\_\_

Recorder's Use Only

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

**ASSIGNMENT AND BILL OF SALE**

This Assignment and Bill of Sale (the "Assignment") is from:

The "Seller":

Collectively, **HOLLIS R. SULLIVAN, INC.**, a Texas corporation with a mailing address of P.O. Box 9289, Wichita Falls, TX 76308 and the undersigned **OTHER SELLING OWNERS**

to:

The "Buyer":

**XTO ENERGY INC.**  
with a mailing address of:  
810 Houston Street, Fort Worth, Texas 76102

This Assignment is executed by Seller and delivered to Buyer in furtherance of a certain *Purchase and Sale Agreement* dated July 18, 2008 (the "Agreement"), between the Seller, Buyer, and others, providing for the sale and purchase of the Assets, as defined below.

In consideration of the Purchase Price paid by Buyer, and other obligations of the parties under the Agreement, the receipt and sufficiency of which is acknowledged, the Seller does hereby bargain, sell, transfer and assign to the Buyer all of the Seller's right, title, claim and undivided interest in and to the following (collectively the "Assets"):

1. The "Leases": the leasehold estates created by, and any rights or interests which are derived under the oil, gas and mineral leases described or referred to on Schedule 1, including, without limitation, any and all other leases, subleases or unit agreements covering, in whole or in part, the Lands, and any instrument executed in amendment, correction, modification, confirmation, renewal, extension or replacement of any of the foregoing, together with any rights held under any voluntary or compulsory pooling or unitization order of Governmental Authorities, concessions, licenses, or other rights authorizing the Seller to explore for, develop and produce oil, gas or other minerals from the Lands;

2. The "Wells": the oil or gas wells specifically identified on Schedule 2;
3. The "Lands": the land described in or covered by the Leases, together with any lands pooled, unitized or otherwise combined therewith, to the extent, and only to the extent, that Seller has made use of such lands in connection with the exploration or drilling for, or production of, hydrocarbons under the terms of the Leases;
4. The "Property Agreements": the Leases, pooling and unitization agreements, production purchase and sale contracts, joint venture agreements, farmouts, exploration agreements, joint operating agreements, surface leases, surface use agreements, water purchase agreements, permits, rights-of-way, easements, servitudes, licenses, professional services agreements, vendor agreements, the Trinidad Contracts, and other similar contracts or agreements: (i) to the extent relating to any Well or to the other Assets; or (ii) to the extent relating to the drilling, production, operating, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced therefrom or attributable thereto, including but not limited to those identified on Schedules 1 and 4;
5. The "Personal Property": all of the tangible personal property, fixtures and improvements now and as of the Effective Date on, appurtenant to or used solely in connection with the Assets or with the production, treatment, storage, sale or disposal of hydrocarbons, water or other minerals or substances produced from the Leases, including, without limitation, all Wells, wellhead equipment, fixtures, casing and tubing, all production, storage, treating, compression, dehydration, delivering, salt water disposal and pipeline fixtures, and other facilities of every kind, character and description, used or usable solely in connection with the production, treatment, storage, delivery, sale or disposal of hydrocarbons, water or other minerals or substances produced from the Assets, including but not limited to those identified on Schedule 5;
6. The "Pipelines": the Easements and other agreements and all pipe, valves, meters, compressors and other associated personal property, associated with the natural gas gathering system connected to the Wells upstream of all gas meters transferring custody of the gathered gas to third parties including but not limited to those identified on Schedule 11;
7. The "Production": the oil, gas, casinghead gas, condensate, distillate and other liquid and gaseous hydrocarbons produced from the Leases, products refined and manufactured therefrom and the accounts and proceeds from the sale thereof to the extent the Production has been produced, or accrued, or is held on the Leases or in the tanks on and after the Effective Date;
8. The "Suspense Funds": proceeds from the sale of production in Seller's possession attributable to the interests of third parties in the Wells which have not been paid by Seller to the owner(s) of the interests due to an uncertainty or dispute as to ownership of the interest and/or entitlement to the proceeds; and

9. The "Books and Records": all originals of books, records, files or copies thereof if originals are not available in whatever form or media expressed, in Seller's possession relating directly to the Assets, including, without limitation, geological, plats, surveys, maps, cross-sections, production records, electric logs, cuttings, cores, core data, pressure data, well files and all related matters, division of interest records, division orders, lease files, title opinions and abstracts, lease operating statements and other accounting information, gas marketing information and gas balancing information, but excluding all Tax Returns and excluding all geophysical and seismic records to the extent and only to the extent that the transfer of such geophysical or seismic records would violate existing licensing or other contractual restrictions on such transfer.

Notwithstanding anything provision or definition in this Assignment to the contrary, the Assets shall not include the Excluded Assets, which are not included in the conveyance made by this Assignment.

**TO HAVE AND TO HOLD** the Assets unto the Buyer, and the Buyer's legal representatives, successors and assigns, forever.

The Excluded Assets are excepted from this Assignment and reserved unto the Seller.

This Assignment is made subject to:

1. The Lease Burdens;
2. The Permitted Encumbrances;
3. The terms and provisions of the Agreement; and
4. The Assumed Liabilities, which Buyer expressly assumes and agrees to perform.

Seller, subject to the matters listed above, does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** title to the Assets unto Buyer, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Seller, but not otherwise, with the exception of Title Defects waived or deemed to have been waived by Assignee pursuant to the Agreement, and that the Working Interest and Net Revenue Interest in the Leases and Wells conveyed by this Assignment is not less than that which is set forth for the Leases and the Wells on Schedule 8. . Except for Seller's warranty immediately preceding this sentence, this Assignment is made and accepted without additional warranty of title of any kind, either express or implied, and any such additional warranty is expressly disclaimed by Seller.

Seller grants and transfers to Buyer, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Seller is entitled to enforce with respect to the interests in the Assets herein conveyed against Seller's predecessors-in-title. Any references in this Assignment to claims, liens, encumbrances, burdens, interests and defects of title are for convenience only, and shall not be deemed to ratify or create any rights in third parties.

**THE SELLER AND BUYER STIPULATE AND AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE AND BINDING, THE FOLLOWING DISCLAIMERS OF WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE CONSPICUOUS DISCLAIMERS UNDER APPLICABLE LAW:**

**EXCEPT AS SET FORTH IN THIS ASSIGNMENT OR IN THE AGREEMENT, THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE CONDITION THAT THE PERSONAL PROPERTY CONVEYED HEREBY IS SOLD TO AND ACCEPTED BY THE BUYER "AS IS, WHERE IS", IN ITS CURRENT CONDITION, WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES WHATSOEVER OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN ADDITION, BY ACCEPTANCE OF THIS ASSIGNMENT, BUYER WAIVES THE PROVISIONS OF CHAPTER 17, SUBCHAPTER E, §§ 17.41 THROUGH 17.63, INCLUSIVE, OF THE TEXAS BUSINESS & COMMERCE CODE.**

This Assignment is binding upon, and shall be for the benefit of, the Seller and the Buyer, and their respective heirs, legal representatives, successors and assigns.

Capitalized words and terms used but not defined in this Assignment shall have the same meaning as those set forth in the Agreement. All Schedules described or referred to in this Assignment are attached to this Assignment and are incorporated herein by reference for all legal purposes.

Except for the Excluded Assets, it is the intent hereof to convey to Buyer all of Seller's undivided interests in and to the Assets, whether the Schedules omit or incorrectly limit or incompletely describe the Lands, Wells, Pipelines or Seller's interests therein. Seller will execute and deliver all such other and additional instruments, notices, releases and other documents and will do all such other acts as may be necessary to more fully assign and convey to Buyer or its successors and assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

For convenience in recording, various counterparts of this Assignment may be executed with the same effect as if all parties executed this Assignment, to which there may be attached one or more Schedules containing only the description of the Assets which are located in the county in which the particular counterpart is to be recorded. A complete, original counterpart of this Assignment to which there is attached one or more Schedules describing all of the Assets may be obtained from the Buyer. Each of the counterparts of this Assignment so executed shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Executed to be effective for all purposes at 12:01 a.m. Central Daylight Time on July 1, 2008 (the "Effective Date").

*[Signature Page Follows]*

**LEASES**

PROSPECT	LESSOR	LESSEE	LEASE DATE	EXPIRE DATE	RECORDING DATA		COUNTY	STATE	ACRES	GROSS	NET	COMMISSION	
					BOOK	PAGE							
RAM	ALEX AND EASTER M. WILLIAMS	HOLLIS R. SULLIVAN, INC.	8/2/2007	8/2/2010	D207309078		TARRANT	TX	0.1309	0.1309	1.00	0.75	
RAM	KEVIN K. WILSON & MARIA D. IBARRA	HOLLIS R. SULLIVAN, INC.	3/27/2007	3/27/2010	D207158671		TARRANT	TX	0.1250	0.1250	1.00	0.75	
RAM	EARL W. & ANNALEE WRIGHT	HOLLIS R. SULLIVAN, INC.	8/9/2007	8/9/2010	D207309046		TARRANT	TX	0.1679	0.1679	1.00	0.75	
RAM	K C YALE ENTERPRISES	HOLLIS R. SULLIVAN, INC.	6/27/2007	6/27/2010	D207272185		TARRANT	TX	0.4566	0.4566	1.00	0.75	
RAM	ALMA D. & SERAFIN YANEZ	HOLLIS R. SULLIVAN, INC.	4/27/2007	4/27/2010	D207170437		TARRANT	TX	0.1250	0.1250	1.00	0.75	
RAM	BALTAZAR YANEZ & SILVIA GUADIAN	HOLLIS R. SULLIVAN, INC.	5/9/2007	5/9/2010	D207163313		TARRANT	TX	0.1250	0.1250	1.00	0.75	
RAM	LEROY J. YORK	HOLLIS R. SULLIVAN, INC.	10/11/2007	10/11/2010	D207383398		TARRANT	TX	1.0440	1.0440	1.00	0.75	
	<b>TOTAL</b>											201.5381	
RENDON	ELIZA M. BERRY	HOLLIS R. SULLIVAN, INC.	9/4/2007	9/4/2009	D207403257		TARRANT	TX	40.0000	6.6700	1.00	0.75	
RENDON	JOHNNY M. BRATTON	HOLLIS R. SULLIVAN, INC.	11/4/2007	11/4/2009	D207434973		TARRANT	TX	40.0000	1.3300	1.00	0.75	
RENDON	TIMOTHY WAYNE BRATTON	HOLLIS R. SULLIVAN, INC.	11/4/2007	11/4/2009	D208012943		TARRANT	TX	40.0000	1.3300	1.00	0.75	
RENDON	HELEN JUNE BRATTON	HOLLIS R. SULLIVAN, INC.	11/4/2007	11/4/2009	D208012944		TARRANT	TX	40.0000	1.3300	1.00	0.75	
RENDON	ROBERT RAY BRATTON	HOLLIS R. SULLIVAN, INC.	11/4/2007	11/4/2009	D208059792		TARRANT	TX	40.0000	1.3300	1.00	0.75	
RENDON	DELCEÑA JONES	HOLLIS R. SULLIVAN, INC.	9/4/2007	9/4/2009	D207372436		TARRANT	TX	40.0000	20.0000	1.00	0.75	
RENDON	ESTATE OF MILDRED H. KNAPP	EDG RESOURCES, INC.	6/1/2006	6/1/2008	D206381064		TARRANT	TX	102.8401	86.0000	1.00	0.75	
RENDON	CHARLOTTE G. TEEL	HOLLIS R. SULLIVAN, INC.	8/4/2007	9/4/2009	D207389615		TARRANT	TX	40.0000	6.6700	1.00	0.75	
RENDON	SALLY ANN TIPTON	HOLLIS R. SULLIVAN, INC.	11/4/2007	11/4/2009	D208017836		TARRANT	TX	40.0000	1.3300	1.00	0.75	
	<b>TOTAL</b>											127.9900	
ROCKERFELLOW	ISAAC & OLUSENU M. ABIARA	HOLLIS R. SULLIVAN, INC.	5/20/2007	5/20/2010	D207389616		TARRANT	TX	0.1600	0.0800	1.00	0.75	
ROCKERFELLOW	TRACY AND SHAWNA ADAMS	HOLLIS R. SULLIVAN, INC.	5/20/2007	5/20/2010	D207288708		TARRANT	TX	0.1600	0.0800	1.00	0.75	
ROCKERFELLOW	OLUGBEMIGA ADEDYOIN	HOLLIS R. SULLIVAN, INC.	5/20/2007	5/20/2010	D207392968		TARRANT	TX	0.2000	0.1000	1.00	0.75	
ROCKERFELLOW	SAMUEL AND BAMBO ADEYI	HOLLIS R. SULLIVAN, INC.	5/20/2007	5/20/2010	D207217953		TARRANT	TX	0.2000	0.1000	1.00	0.75	
ROCKERFELLOW	WINIFRED AND EMANUEL ADUAYI	HOLLIS R. SULLIVAN, INC.	1/2/2008	1/2/2011	D208050856		TARRANT	TX	0.1600	0.0800	1.00	0.75	
ROCKERFELLOW	TRENT & STACIA ALEXANDER	HOLLIS R. SULLIVAN, INC.	1/31/2007	1/31/2010	D207123907		TARRANT	TX	1.2300	1.2300	1.00	0.75	
ROCKERFELLOW	DANA JEAN ALLEN	HOLLIS R. SULLIVAN, INC.	4/10/2007	4/10/2010	D207389618		TARRANT	TX	50.0000	0.2604	1.00	0.75	
ROCKERFELLOW	GRICELDA BAILON	HOLLIS R. SULLIVAN, INC.	5/20/2007	5/20/2010	D208050855		TARRANT	TX	0.1600	0.0800	1.00	0.75	
ROCKERFELLOW	LEONARD BAKER	HOLLIS R. SULLIVAN, INC.	4/14/2007	4/14/2010	D207176974		TARRANT	TX	3.0000	3.0000	1.00	0.75	
ROCKERFELLOW	TIMOTHY BRANTLEY	HOLLIS R. SULLIVAN, INC.	5/20/2007	5/20/2010	D207310208		TARRANT	TX	0.1600	0.0800	1.00	0.75	

LEASES

PROSPECT	LESSOR	LESSEE	LEASE DATE	EXPIRE DATE	RECORDING DATA		COUNTY	TYPE	ACRES	GROSS ACRES	NET ACRES	RENT
					BOOK	PAGE						
RAM	ANH CHIEM	HOLLIS R. SULLIVAN, INC.	8/9/2007	8/9/2010	D207309047		TARRANT	TX	0.3994	0.3994	1.00	0.75
RAM	IN SUN CHON	HOLLIS R. SULLIVAN, INC.	8/22/2007	8/22/2010	D207340491		TARRANT	TX	0.2618	0.2618	1.00	0.75
RAM	CHURCH OF GOD PROPHECY	HOLLIS R. SULLIVAN, INC.	8/23/2007	8/23/2010	D207309065		TARRANT	TX	0.9170	0.9170	1.00	0.75
RAM	CITY VENDING COMPANY, INC.	HOLLIS R. SULLIVAN, INC.	11/20/2007	11/20/2010	D208008259		TARRANT	TX	0.6244	0.6244	1.00	0.75
RAM	BARBARA J. CLARK	HOLLIS R. SULLIVAN, INC.	7/13/2007	7/13/2010	D207273062		TARRANT	TX	0.1721	0.1721	1.00	0.75
RAM	DAVID STANLEY CLAYTON	HOLLIS R. SULLIVAN, INC.	3/1/2007	3/1/2010	D207113221		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	HAROLD L. AND PEGGY COLE	HOLLIS R. SULLIVAN, INC.	3/12/2007	3/12/2010	D207113216		TARRANT	TX	0.2230	0.2230	1.00	0.75
RAM	MARIBEL A. CONRADO	HOLLIS R. SULLIVAN, INC.	7/24/2007	7/24/2010	D207309059		TARRANT	TX	0.1800	0.1800	1.00	0.75
RAM	JORGE AND PATRICIA CORTEZ	HOLLIS R. SULLIVAN, INC.	3/19/2007	3/19/2010	D207113210		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	MARY KATHERINE COSSLY C/O CARL EDMOND KELLY	HOLLIS R. SULLIVAN, INC.	10/29/2007	10/29/2010	D207400270		TARRANT	TX	0.1309	0.0163	1.00	0.75
RAM	RICKEY L. CROW	HOLLIS R. SULLIVAN, INC.	7/12/2007	7/12/2010	D207273063		TARRANT	TX	0.5463	0.5463	1.00	0.75
RAM	PATSY CROWLEY	HOLLIS R. SULLIVAN, INC.	7/23/2007	7/23/2010	D207273060		TARRANT	TX	0.2040	0.2040	1.00	0.75
RAM	DORIS CURVEY	HOLLIS R. SULLIVAN, INC.	8/21/2007	8/21/2010	D207309058		TARRANT	TX	0.3399	0.0566	1.00	0.75
RAM	TERESO AND ALMA DAVILA	HOLLIS R. SULLIVAN, INC.	4/13/2007	4/13/2010	D207170440		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	GERALDO AND SILVIA DE LACRUZ	HOLLIS R. SULLIVAN, INC.	6/27/2007	6/27/2010	D207272178		TARRANT	TX	0.2066	0.2066	1.00	0.75
RAM	DANIEL DE ROBLES AND WIFE ISABELL DE ROBLES	HOLLIS R. SULLIVAN, INC.	3/5/2007	3/5/2010	D207113222		TARRANT	TX	0.2060	0.2060	1.00	0.75
RAM	RAUL AND BLANCA DELACRUZ	HOLLIS R. SULLIVAN, INC.	4/17/2007	4/17/2010	D207170428		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	PHILLIP DELANCY	HOLLIS R. SULLIVAN, INC.	5/16/2007	5/16/2010	D207272142		TARRANT	TX	0.2618	0.2618	1.00	0.75
RAM	RUBANE DIAZ	HOLLIS R. SULLIVAN, INC.	6/27/2007	6/27/2010	D207272184		TARRANT	TX	0.2290	0.2290	1.00	0.75
RAM	CLIFTON & ZONIA M. DOUGLAS	HOLLIS R. SULLIVAN, INC.	1/31/2007	1/31/2010	D207060863		TARRANT	TX	0.3873	0.3873	1.00	0.75
RAM	DSM INVESTMENT & MANAGEMENT	HOLLIS R. SULLIVAN, INC.	9/12/2007	9/12/2010	D207340523		TARRANT	TX	0.6882	0.6882	1.00	0.75
RAM	IGNACIO AND TERESA DURAN	HOLLIS R. SULLIVAN, INC.	3/12/2007	3/12/2010	D207113192		TARRANT	TX	0.0626	0.0626	1.00	0.75
RAM	RIGOBERTO AND MARIA DURAN	HOLLIS R. SULLIVAN, INC.	6/23/2007	8/23/2010	D207236348		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	RIGOBERTO AND MARIA GARCIA DURAN	HOLLIS R. SULLIVAN, INC.	8/1/2007	8/1/2010	D207309081		TARRANT	TX	0.5729	0.5729	1.00	0.75
RAM	BENJAMIN DURAN	HOLLIS R. SULLIVAN, INC.	8/29/2007	8/29/2010	D207340503		TARRANT	TX	0.1836	0.1836	1.00	0.75
RAM	SCOTT DYSON	HOLLIS R. SULLIVAN, INC.	3/8/2007	3/8/2010	D207113217		TARRANT	TX	0.1664	0.1664	1.00	0.75
RAM	AURORA ELIZONDO	HOLLIS R. SULLIVAN, INC.	3/8/2007	3/8/2010	D207113209		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	HECTOR AND LUZELUA ESPINOZA	HOLLIS R. SULLIVAN, INC.	4/12/2007	4/12/2010	D207170443		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	MARTIN AND MARIA ESPINOZA	HOLLIS R. SULLIVAN, INC.	4/11/2007	4/11/2010	D207170444		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	ELIGIO ESPINOZA	HOLLIS R. SULLIVAN, INC.	8/31/2007	8/31/2010	D207340493		TARRANT	TX	0.2367	0.2367	1.00	0.75

**LEASES**

PROSPECT	LESSOR	LESSEE	LEASE DATE	EXPIRE DATE	RECORDING DATA		COUNT	STATE	GROSS ACRES			
					BOOK	PAGE						
RAM	ROY D. AND CHERYLE L. SADLER	HOLLIS R. SULLIVAN, INC.	8/25/2007	8/25/2010	D207236343		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	RAMON SALAZAR	HOLLIS R. SULLIVAN, INC.	4/16/2007	4/16/2010	D207158648		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	GUILLERMO SALAZAR	HOLLIS R. SULLIVAN, INC.	8/22/2007	8/22/2010	D207236347		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	JOSE SALDIVAR	HOLLIS R. SULLIVAN, INC.	3/4/2009	3/4/2011	D208100161		TARRANT	TX	0.3256	0.3256	1.00	0.75
RAM	MICAELA SALZAR	HOLLIS R. SULLIVAN, INC.	9/8/2007	9/8/2010	D207340529		TARRANT	TX	0.2203	0.2203	1.00	0.75
RAM	JUAN C. AND SANDRA SANCHEZ	HOLLIS R. SULLIVAN, INC.	4/19/2007	4/19/2010	D207158652		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	GLAFIRO AND MARIA SANCHEZ	HOLLIS R. SULLIVAN, INC.	9/20/2007	9/20/2010	D207340537		TARRANT	TX	0.2686	0.2686	1.00	0.75
RAM	SHIRLEY ANN SANDERS	HOLLIS R. SULLIVAN, INC.	2/20/2007	2/20/2010	D207113220		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	MICHAEL S. SEVENER	HOLLIS R. SULLIVAN, INC.	3/1/2007	3/1/2010	D207113227		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	DANNY M. SIDES	HOLLIS R. SULLIVAN, INC.	9/4/2007	9/4/2010	D207340536		TARRANT	TX	0.0826	0.0826	1.00	0.75
RAM	SANDRA SILVA	HOLLIS R. SULLIVAN, INC.	8/27/2007	8/27/2010	D207309072		TARRANT	TX	0.6312	0.6312	1.00	0.75
RAM	SANDRA SILVA	HOLLIS R. SULLIVAN, INC.	8/27/2007	8/27/2010	D207309074		TARRANT	TX	0.1434	0.1434	1.00	0.75
RAM	KEVIN D. SIMMONS	HOLLIS R. SULLIVAN, INC.	9/14/2007	9/14/2010	D207340514		TARRANT	TX	0.1618	0.1618	1.00	0.75
RAM	CON W. SKINNER	HOLLIS R. SULLIVAN, INC.	8/21/2007	8/21/2010	D207236351		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	CHARLES EDWIN AND ALICE M. SMITH	HOLLIS R. SULLIVAN, INC.	5/4/2007	5/4/2010	D207170436		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	LYNN SMITH	HOLLIS R. SULLIVAN, INC.	8/2/2007	8/2/2009	D207309039		TARRANT	TX	2.8470	2.8470	1.00	0.75
RAM	GLORIA A. SOLIS	HOLLIS R. SULLIVAN, INC.	2/7/2007	2/7/2010	D207113223		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	JOSE SOTELO	HOLLIS R. SULLIVAN, INC.	9/13/2007	9/13/2010	D207340519		TARRANT	TX	0.3145	0.3145	1.00	0.75
RAM	TERRY AND LINDA A. STANFILL	HOLLIS R. SULLIVAN, INC.	3/12/2007	3/12/2010	D207113199		TARRANT	TX	0.5107	0.5107	1.00	0.75
RAM	STATE OF TEXAS (GENERAL LAND OFFICE) OGL #109129	HOLLIS R. SULLIVAN, INC.	7/1/2008	7/1/2010	D208310051		TARRANT	TX	2.4000	2.4000	1.00	0.75
RAM	RICHARD ROBERT STEVENS	HOLLIS R. SULLIVAN, INC.	10/16/2007	10/16/2010	D207400282		TARRANT	TX	0.2066	0.2066	1.00	0.75
RAM	PATRICIA GAIL AND T. RASHAD STOGLIN	HOLLIS R. SULLIVAN, INC.	4/12/2007	4/12/2010	D207170433		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	KIUBER SUAREZ & ELDA MARTINEZ	HOLLIS R. SULLIVAN, INC.	3/21/2007	3/21/2010	D207158670		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	ELTON AND BETTY TEAGUE	HOLLIS R. SULLIVAN, INC.	10/19/2007	10/19/2010	D207400260		TARRANT	TX	0.1997	0.1997	1.00	0.75
RAM	TEXAS WESLEYAN UNIVERSITY	HOLLIS R. SULLIVAN, INC.	5/23/2008	5/23/2008	D206234954		TARRANT	TX	79.7247	79.7247	1.00	0.75
RAM	ELISHA THOMAS	HOLLIS R. SULLIVAN, INC.	3/28/2007	3/28/2010	D207158666		TARRANT	TX	0.2390	0.2390	1.00	0.75
RAM	SARAH LOUISE THOMAS	HOLLIS R. SULLIVAN, INC.	8/25/2007	8/25/2010	D207236345		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	GWENDOLYN L. THOMPSON	HOLLIS R. SULLIVAN, INC.	3/12/2007	3/12/2010	D207113198		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	CARLOS L. TORRES	HOLLIS R. SULLIVAN, INC.	4/17/2007	4/17/2010	D207170427		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	ATANACIO MUNOZ TORRES	HOLLIS R. SULLIVAN, INC.	9/6/2007	9/6/2010	D207340527		TARRANT	TX	0.1844	0.1844	1.00	0.75

**LEASES**

PROSPECT	LESSOR	LESSEE	LEASE DATE	EXPIRE DATE	RECORDING DATA		COUNTY	STATE	ACRES			
					BOOK	PAGE						
RAM	CAROLYN DENISE JONES	HOLLIS R. SULLIVAN, INC.	11/13/2007	11/13/2010	D208008260		TARRANT	TX	0.1309	0.0163	1.00	0.75
RAM	VIRGINIA T. JONES, (C/O JOAN MOONEY, AIF)	HOLLIS R. SULLIVAN, INC.	10/23/2007	10/23/2010	D207400265		TARRANT	TX	0.1435	0.1435	1.00	0.75
RAM	SHAHRYAR KARIMI AND EDITH BOLERACZKI	HOLLIS R. SULLIVAN, INC.	9/19/2007	9/19/2010	D207383384		TARRANT	TX	0.3423	0.3423	1.00	0.75
RAM	EUNICE L. KELLEY	HOLLIS R. SULLIVAN, INC.	7/1/2007	7/1/2010	D207272171		TARRANT	TX	0.2066	0.2066	1.00	0.75
RAM	CARL EDMOND KELLEY	HOLLIS R. SULLIVAN, INC.	10/19/2007	10/19/2010	D207400263		TARRANT	TX	0.1309	0.0163	1.00	0.75
RAM	HOWARD EARL KELLEY	HOLLIS R. SULLIVAN, INC.	10/19/2007	10/19/2010	D207400264		TARRANT	TX	0.1309	0.0163	1.00	0.75
RAM	CHARLES EDWARD KELLEY	HOLLIS R. SULLIVAN, INC.	10/23/2007	10/23/2010	D207400256		TARRANT	TX	0.1309	0.0163	1.00	0.75
RAM	PATRICK DONNELL KELLEY	HOLLIS R. SULLIVAN, INC.	11/5/2007	11/5/2010	D208008268		TARRANT	TX	0.1309	0.0163	1.00	0.75
RAM	EDWARD KELLEY, III	HOLLIS R. SULLIVAN, INC.	11/5/2007	11/5/2010	D208008269		TARRANT	TX	0.1309	0.0163	1.00	0.75
RAM	KRISTI KENNINGTON	HOLLIS R. SULLIVAN, INC.	8/3/2007	8/3/2010	D207309084		TARRANT	TX	0.2047	0.2047	1.00	0.75
RAM	KENNETH H. AND DIANE M. LARDY	HOLLIS R. SULLIVAN, INC.	9/19/2007	9/19/2010	D207383385		TARRANT	TX	0.1942	0.1942	1.00	0.75
RAM	ROYCE LYNNE LONG LARSON	HOLLIS R. SULLIVAN, INC.	7/31/2007	7/31/2010	D207309052		TARRANT	TX	0.2743	0.2743	1.00	0.75
RAM	PEGGY JEAN LAVALLEY	HOLLIS R. SULLIVAN, INC.	3/22/2007	3/22/2010	D207158656		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	ROJEANA L. LEE	HOLLIS R. SULLIVAN, INC.	8/28/2007	8/28/2010	D207340506		TARRANT	TX	0.1721	0.1721	1.00	0.75
RAM	MICHAEL AND CAROL LEMMON	HOLLIS R. SULLIVAN, INC.	3/12/2007	3/12/2010	D207113193		TARRANT	TX	0.2905	0.2905	1.00	0.75
RAM	JACKIE LOCKE	HOLLIS R. SULLIVAN, INC.	12/14/2007	12/14/2010	D208008261		TARRANT	TX	0.1997	0.1997	1.00	0.75
RAM	JESUS AND CHRISTINA LOPEZ	HOLLIS R. SULLIVAN, INC.	3/1/2007	3/1/2010	D207113219		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	JOSE RUBEN RIVERA LOPEZ	HOLLIS R. SULLIVAN, INC.	3/5/2007	3/5/2010	D207113232		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	VERONICA G. LOPEZ	HOLLIS R. SULLIVAN, INC.	3/14/2007	3/14/2010	D207098743		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	SENEAN AND MARIA LOPEZ	HOLLIS R. SULLIVAN, INC.	3/26/2007	3/26/2010	D207158688		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	MARIA J. AND MANUEL LOPEZ	HOLLIS R. SULLIVAN, INC.	7/20/2007	7/20/2010	D207273058		TARRANT	TX	0.1928	0.1928	1.00	0.75
RAM	UBALDO LOYA AND IDUVIGIS GUTIERREZ	HOLLIS R. SULLIVAN, INC.	5/7/2007	5/7/2010	D207170425		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	JULIAN AND ELIZABETH LOYA	HOLLIS R. SULLIVAN, INC.	8/7/2007	8/7/2010	D207309082		TARRANT	TX	0.2066	0.2066	1.00	0.75
RAM	JUAN FRANCISCO AND FREDERICO LUJAN	HOLLIS R. SULLIVAN, INC.	4/11/2007	4/11/2010	D207170441		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	LUXOR REAL ESTATE INVESTMENT CORPORATION	HOLLIS R. SULLIVAN, INC.	7/12/2007	7/12/2010	D207273065		TARRANT	TX	0.1836	0.1836	1.00	0.75
RAM	3512 LYNNFIELD TRUST	HOLLIS R. SULLIVAN, INC.	3/8/2007	3/8/2010	D207168295		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	DIONICIO AND ESTHER MALDONADO	HOLLIS R. SULLIVAN, INC.	7/20/2007	7/20/2010	D207273057		TARRANT	TX	0.1928	0.1928	1.00	0.75
RAM	MIGUEL MARTINEZ	HOLLIS R. SULLIVAN, INC.	3/7/2007	3/7/2010	D207113231		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	JOHN J. MARTINEZ	HOLLIS R. SULLIVAN, INC.	4/16/2007	4/16/2010	D207170430		TARRANT	TX	0.1250	0.1250	1.00	0.75
RAM	LARRY AND LILLY MARTINEZ	HOLLIS R. SULLIVAN, INC.	4/18/2007	4/18/2010	D207158650		TARRANT	TX	0.1250	0.1250	1.00	0.75

14

CONVEYANCE

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

There is hereby **SAVED AND EXCEPTED** from this Conveyance, and reserved to Grantor, an overriding royalty equal to 0.6% of 8/8ths of all oil, gas and other minerals produced, saved and marketed from the lands covered by the Leases (the "ORRI").

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

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

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

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

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

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

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

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

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

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

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

DALE PROPERTY SERVICES, LLC

By:   
Name: Brandon Buford  
Its: Manager

EXHIBIT "A"  
TO CONVEYANCE

Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
69381	WEST FORK	ROGER & PAMELA ANDERSON	DALE PROPERTY SERVICES, LLC	03/15/07	D207142083	Tarrant	Texas
69391	WEST FORK	FELICIA M HERRERA	DALE PROPERTY SERVICES, LLC	04/04/07	D207142058	Tarrant	Texas
69401	WEST FORK	ROBERT EARL & SANDRA JEAN DENNIS	DALE RESOURCES, L.L.C.	11/30/06	D207145037	Tarrant	Texas
69404	WEST FORK	ROBERT E. BRAZIL	DALE RESOURCES, L.L.C.	11/30/06	D207145034	Tarrant	Texas
69406	WEST FORK	ERICKA & JOHN MILES	DALE PROPERTY SERVICES, LLC	02/15/07	D207145032	Tarrant	Texas
69419	WEST FORK	RICHARD R. & CAROL J. SHAW	DALE PROPERTY SERVICES, LLC	04/02/07	D207142884	Tarrant	Texas
69421	WEST FORK	EDMARK & ASSOCIATES, INC.	DALE PROPERTY SERVICES, LLC	04/11/07	D207142886	Tarrant	Texas
69425	WEST FORK	EASTBROOK PROPERTIES LTD	DALE PROPERTY SERVICES, LLC	04/25/07	D207145089	Tarrant	Texas
69426	WEST FORK	LARRY & SHARON PINKERTON	DALE PROPERTY SERVICES, LLC	03/22/07	D207145072	Tarrant	Texas
69431	WEST FORK	HAROLD L & LONA N FRANK	DALE PROPERTY SERVICES, LLC	02/12/07	D207145078	Tarrant	Texas
69432	WEST FORK	KEITH P JENKINS & M BARNETT	DALE PROPERTY SERVICES, LLC	04/19/07	D207145077	Tarrant	Texas
69433	WEST FORK	JOHNNIE M & LEOLA TOOMBS	DALE PROPERTY SERVICES, LLC	04/20/07	D207145076	Tarrant	Texas
69434	WEST FORK	MAXINE FIELDS BROWNING	DALE PROPERTY SERVICES, LLC	04/20/07	D207145075	Tarrant	Texas
69437	WEST FORK	IVA MARIE DISHER	DALE PROPERTY SERVICES, LLC	04/19/07	D207145071	Tarrant	Texas
69441	WEST FORK	VIRGINIA WHITING	DALE PROPERTY SERVICES, LLC	04/12/07	D207145088	Tarrant	Texas
69443	WEST FORK	TONY & CASANDRA HARRIS	DALE PROPERTY SERVICES, LLC	04/20/07	D207145087	Tarrant	Texas
69444	WEST FORK	ROBERT & HONG BORCHARDT	DALE PROPERTY SERVICES, LLC	03/31/07	D207145086	Tarrant	Texas
69446	WEST FORK	ALLISON LEIGH HARPER	DALE PROPERTY SERVICES, LLC	04/17/07	D207145085	Tarrant	Texas
69448	WEST FORK	TYRONE BOONE	DALE PROPERTY SERVICES, LLC	04/17/07	D207145084	Tarrant	Texas
69450	WEST FORK	BEATRICE J NEALY	DALE PROPERTY SERVICES, LLC	04/17/07	D207145083	Tarrant	Texas
69451	WEST FORK	MANUEL ESPARZA	DALE PROPERTY SERVICES, LLC	04/24/07	D207145082	Tarrant	Texas
69455	WEST FORK	DANNY A & KAREL K WAGNER	DALE PROPERTY SERVICES, LLC	03/06/07	D207145080	Tarrant	Texas
69516	WEST FORK	LLOYD BRUCE & DEBRA WESSON	DALE PROPERTY SERVICES, LLC	04/05/07	D207145958	Tarrant	Texas
69517	WEST FORK	BARBARA J ALGER	DALE PROPERTY SERVICES, LLC	04/05/07	D207145959	Tarrant	Texas
69518	WEST FORK	WILLIAM C BUSH	DALE PROPERTY SERVICES, LLC	04/05/07	D207145960	Tarrant	Texas
69519	WEST FORK	JAIMIE MARTINEZ & JULIA PACHECO	DALE PROPERTY SERVICES, LLC	04/05/07	D207145961	Tarrant	Texas
69523	WEST FORK	JARRELL & KANDI WOOD	DALE PROPERTY SERVICES, LLC	04/12/07	D207145714	Tarrant	Texas
69526	WEST FORK	ROXIE BLACK	DALE PROPERTY SERVICES, LLC	04/12/07	D207145713	Tarrant	Texas
69527	WEST FORK	FELICE RAMIREZ	DALE PROPERTY SERVICES, LLC	04/19/07	D207145952	Tarrant	Texas
69532	WEST FORK	MARK A. & BETH A. HAUPT	DALE PROPERTY SERVICES, LLC	04/12/07	D207145712	Tarrant	Texas
69536	WEST FORK	MARY R. SMITH	DALE PROPERTY SERVICES, LLC	04/12/07	D207145711	Tarrant	Texas
69541	WEST FORK	LISA MCCARY	DALE PROPERTY SERVICES, LLC	04/12/07	D207145710	Tarrant	Texas
69542	WEST FORK	DORIS SNIDER	DALE PROPERTY SERVICES, LLC	04/12/07	D207145709	Tarrant	Texas
69546	WEST FORK	DANNY & DEDRA NUNEZ	DALE PROPERTY SERVICES, LLC	04/12/07	D207145708	Tarrant	Texas
69549	WEST FORK	GHAFFAN & NICOLE SADEK	DALE PROPERTY SERVICES, LLC	03/30/07	D207145707	Tarrant	Texas
69554	WEST FORK	BRIAN & DAWN NABORS	DALE PROPERTY SERVICES, LLC	04/11/07	D207145705	Tarrant	Texas
69556	WEST FORK	KELLY MCARTHUR	DALE PROPERTY SERVICES, LLC	04/24/07	D207145704	Tarrant	Texas
69557	WEST FORK	JOHN & ANNIE GUERRERO	DALE PROPERTY SERVICES, LLC	04/25/07	D207145703	Tarrant	Texas
69560	WEST FORK	JERRY MILLER	DALE PROPERTY SERVICES, LLC	04/23/07	D207145702	Tarrant	Texas
69564	WEST FORK	FRED DINSER	DALE PROPERTY SERVICES, LLC	04/18/07	D207145700	Tarrant	Texas
69574	WEST FORK	WILLIAM LESLIE & SUE ANN SAGER	DALE PROPERTY SERVICES, LLC	04/12/07	D207145916	Tarrant	Texas
69575	WEST FORK	KENNETH P. BARNUM	DALE PROPERTY SERVICES, LLC	04/19/07	D207145696	Tarrant	Texas

EXHIBIT "A"  
TO CONVEYANCE

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69406	WEST FORK	ERICKA & JOHN MILES	DALE PROPERTY SERVICES, LLC	02/15/07	D207145032	Tarrant	Texas
69419	WEST FORK	RICHARD R. & CAROL J. SHAW	DALE PROPERTY SERVICES, LLC	04/02/07	D207142884	Tarrant	Texas
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69425	WEST FORK	EASTBROOK PROPERTIES LTD	DALE PROPERTY SERVICES, LLC	04/25/07	D207145089	Tarrant	Texas
69426	WEST FORK	LARRY & SHARON PINKERTON	DALE PROPERTY SERVICES, LLC	03/22/07	D207145072	Tarrant	Texas
69431	WEST FORK	HAROLD L & LONA N FRANK	DALE PROPERTY SERVICES, LLC	02/12/07	D207145078	Tarrant	Texas
69432	WEST FORK	KEITH P JENKINS & M BARNETT	DALE PROPERTY SERVICES, LLC	04/19/07	D207145077	Tarrant	Texas
69433	WEST FORK	JOHNNIE M & LEOLA TOOMBS	DALE PROPERTY SERVICES, LLC	04/20/07	D207145076	Tarrant	Texas
69434	WEST FORK	MAXINE FIELDS BROWNING	DALE PROPERTY SERVICES, LLC	04/20/07	D207145075	Tarrant	Texas
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69441	WEST FORK	VIRGINIA WHITING	DALE PROPERTY SERVICES, LLC	04/12/07	D207145088	Tarrant	Texas
69443	WEST FORK	TONY & CASANDRA HARRIS	DALE PROPERTY SERVICES, LLC	04/20/07	D207145087	Tarrant	Texas
69444	WEST FORK	ROBERT & HONG BORCHARDT	DALE PROPERTY SERVICES, LLC	03/31/07	D207145086	Tarrant	Texas
69446	WEST FORK	ALLISON LEIGH HARPER	DALE PROPERTY SERVICES, LLC	04/17/07	D207145085	Tarrant	Texas
69448	WEST FORK	TYRONE BOONE	DALE PROPERTY SERVICES, LLC	04/17/07	D207145084	Tarrant	Texas
69450	WEST FORK	BEATRICE J NEALY	DALE PROPERTY SERVICES, LLC	04/17/07	D207145083	Tarrant	Texas
69451	WEST FORK	MANUEL ESPARZA	DALE PROPERTY SERVICES, LLC	04/24/07	D207145082	Tarrant	Texas
69455	WEST FORK	DANNY A & KAREL K WAGNER	DALE PROPERTY SERVICES, LLC	03/06/07	D207145080	Tarrant	Texas
69516	WEST FORK	LLOYD BRUCE & DEBRA WESSON	DALE PROPERTY SERVICES, LLC	04/05/07	D207145958	Tarrant	Texas
69517	WEST FORK	BARBARA J ALGER	DALE PROPERTY SERVICES, LLC	04/05/07	D207145959	Tarrant	Texas
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69523	WEST FORK	JARRELL & KANDI WOOD	DALE PROPERTY SERVICES, LLC	04/12/07	D207145714	Tarrant	Texas
69526	WEST FORK	ROXIE BLACK	DALE PROPERTY SERVICES, LLC	04/12/07	D207145713	Tarrant	Texas
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69554	WEST FORK	BRIAN & DAWN NABORS	DALE PROPERTY SERVICES, LLC	04/11/07	D207145705	Tarrant	Texas
69556	WEST FORK	KELLY MCARTHUR	DALE PROPERTY SERVICES, LLC	04/24/07	D207145704	Tarrant	Texas
69557	WEST FORK	JOHN & ANNIE GUERRERO	DALE PROPERTY SERVICES, LLC	04/25/07	D207145703	Tarrant	Texas
69560	WEST FORK	JERRY MILLER	DALE PROPERTY SERVICES, LLC	04/23/07	D207145702	Tarrant	Texas
69564	WEST FORK	FRED DINSER	DALE PROPERTY SERVICES, LLC	04/18/07	D207145700	Tarrant	Texas
69574	WEST FORK	WILLIAM LESLIE & SUE ANN SAGER	DALE PROPERTY SERVICES, LLC	04/12/07	D207145916	Tarrant	Texas
69575	WEST FORK	KENNETH P. BARNUM	DALE PROPERTY SERVICES, LLC	04/19/07	D207145996	Tarrant	Texas

EXHIBIT "A"  
TO CONVEYANCE

Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
69812	WEST FORK	BRENDA & EDWIN HILLERS	DALE PROPERTY SERVICES, LLC	04/24/07	D207146470	Tarrant	Texas
69813	WEST FORK	DAVID EARL JONES	DALE PROPERTY SERVICES, LLC	04/24/07	D207146469	Tarrant	Texas
69814	WEST FORK	ANTHONY W & SODONI JOHNSON	DALE PROPERTY SERVICES, LLC	04/24/07	D207146468	Tarrant	Texas
69815	WEST FORK	R & R ALMARAZ MARTINEZ	DALE PROPERTY SERVICES, LLC	04/24/07	D207146467	Tarrant	Texas
69817	WEST FORK	DENNIS & JOANNE TORRES	DALE PROPERTY SERVICES, LLC	04/24/07	D207146466	Tarrant	Texas
69835	WEST FORK	BASSAM RAMADAN	DALE PROPERTY SERVICES, LLC	04/25/07	D207152311	Tarrant	Texas
69837	PIONEER PARKWAY	LOUISE & JACK A GRAY	DALE RESOURCES, L.L.C.	11/21/06	D207152305	Tarrant	Texas
69838	WEST FORK	AHMAD EL-MARSI	DALE PROPERTY SERVICES, LLC	04/25/07	D207152312	Tarrant	Texas
69839	WEST FORK	LESLIE SELF	DALE PROPERTY SERVICES, LLC	04/30/07	D207152310	Tarrant	Texas
69840	WEST FORK	JACK & DARLENE MANN	DALE PROPERTY SERVICES, LLC	04/30/07	D207152309	Tarrant	Texas
69841	PIONEER PARKWAY	RICCA CHEMICAL COMPANY INC	DALE RESOURCES, L.L.C.	12/13/06	D207152307	Tarrant	Texas
69843	WEST FORK	HING LOK	DALE PROPERTY SERVICES, LLC	04/26/07	D207152304	Tarrant	Texas
69844	WEST FORK	ERNEST H COOK	DALE PROPERTY SERVICES, LLC	04/19/07	D207152303	Tarrant	Texas
69845	WEST FORK	LOK & DIJ INVESTMENTS	DALE PROPERTY SERVICES, LLC	04/26/07	D207152302	Tarrant	Texas
69872	WEST FORK	JIMMY & AUDREY L KERSEY	DALE PROPERTY SERVICES, LLC	04/17/07	D207148035	Tarrant	Texas
69873	WEST FORK	LAWRENCE & JACQUEL WOODARD	DALE PROPERTY SERVICES, LLC	04/17/07	D207148034	Tarrant	Texas
69875	WEST FORK	PATRICIA A SMITH	DALE PROPERTY SERVICES, LLC	04/17/07	D207148033	Tarrant	Texas
69878	WEST FORK	REGINA A SCOTT	DALE PROPERTY SERVICES, LLC	04/17/07	D207148032	Tarrant	Texas
69879	WEST FORK	JACOB T & DONNA TACKETT	DALE PROPERTY SERVICES, LLC	04/09/07	D207148031	Tarrant	Texas
69883	PIONEER PARKWAY	ANTIQUES & MOORE INC	DALE PROPERTY SERVICES, LLC	04/17/07	D207148030	Tarrant	Texas
69885	WEST FORK	DIEDRA WILLIAMS	DALE PROPERTY SERVICES, LLC	04/24/07	D207146471	Tarrant	Texas
69900	WEST FORK	DELOIS MABLE SMITH	DALE PROPERTY SERVICES, LLC	04/24/07	D207152300	Tarrant	Texas
69904	WEST FORK	YVONNE B COBLE	DALE PROPERTY SERVICES, LLC	02/13/07	D207152299	Tarrant	Texas
69916	WEST FORK	HASSIB & JOCELINE ABI-HANNA	DALE PROPERTY SERVICES, LLC	04/23/07	D207152294	Tarrant	Texas
69920	WEST FORK	CAROLE N SMITH	DALE PROPERTY SERVICES, LLC	04/17/07	D207148038	Tarrant	Texas
69921	WEST FORK	BEVERLY E BAYSINGER	DALE PROPERTY SERVICES, LLC	04/17/07	D207148037	Tarrant	Texas
69923	WEST FORK	LESLEY J MCKENNA	DALE PROPERTY SERVICES, LLC	04/17/07	D207148036	Tarrant	Texas
69933	WEST FORK	JOSE A MEZA	DALE PROPERTY SERVICES, LLC	04/17/07	D207153801	Tarrant	Texas
69934	WEST FORK	MARTIN MORENO FLORES	DALE PROPERTY SERVICES, LLC	02/01/07	D207153800	Tarrant	Texas
69940	WEST FORK	GLEEN & BEVERLY DOTSON	DALE PROPERTY SERVICES, LLC	04/19/07	D207145697	Tarrant	Texas
69948	WEST FORK	GAY GREGORY	DALE PROPERTY SERVICES, LLC	04/23/07	D207145585	Tarrant	Texas
69950	WEST FORK	TRINITY & MAIN PARTNERS LP.	DALE PROPERTY SERVICES, LLC	11/02/06	D206377108	Tarrant	Texas
69953	WEST FORK	DONNA R PHARISS	DALE PROPERTY SERVICES, LLC	04/10/07	D207145610	Tarrant	Texas
69954	WEST FORK	TONG LE & MAI CAO	DALE PROPERTY SERVICES, LLC	04/19/07	D207145694	Tarrant	Texas
69958	WEST FORK	WILLIAM & BRENDA LEDBETTER	DALE PROPERTY SERVICES, LLC	04/25/07	D207149742	Tarrant	Texas
69960	WEST FORK	GARY R. WARNER	DALE RESOURCES, L.L.C.	10/25/06	D206357932	Tarrant	Texas
69962	WEST FORK	LISA WILLIAMS	DALE PROPERTY SERVICES, LLC	10/18/06	D206364003	Tarrant	Texas
69964	WEST FORK	MARK MALLON	DALE RESOURCES, L.L.C.	11/28/06	D206360949	Tarrant	Texas
69997	WEST FORK	GUMERSINDO HEREDIA	DALE PROPERTY SERVICES, LLC	04/04/07	D207153803	Tarrant	Texas
69999	WEST FORK	JAVIER FRANCO & MARIA PEREZ	DALE PROPERTY SERVICES, LLC	04/06/07	D207153804	Tarrant	Texas
70001	WEST FORK	JEFFERY LYNN EDGEMON	DALE PROPERTY SERVICES, LLC	04/04/07	D207153805	Tarrant	Texas
70009	WEST FORK	PAMELA J. STERN	DALE PROPERTY SERVICES, LLC	04/04/07	D207153807	Tarrant	Texas

**EXHIBIT "A"  
TO CONVEYANCE**

Tract No.	Tract Name	Grantor	Grantee	Legal Desc.	Legal Date	Recording #	County	State
79140	WEST FORK	FRANK & EILEEN SCHUBERT	DALE PROPERTY SERVICES, LLC	07/18/07	D207257106	Tarrant	Texas	
79151	WEST FORK	GG & ERMA HERNANDEZ	DALE PROPERTY SERVICES, LLC	06/19/07	D207255553	Tarrant	Texas	
79153	WEST FORK	RAMIRO VILLASENOR	DALE RESOURCES, L.L.C.	11/02/06	D206360685	Tarrant	Texas	
79158	WEST FORK	FALCON STEEL COMPANY	DALE RESOURCES, L.L.C.	12/06/06	D207007446	Tarrant	Texas	
79159	WEST FORK	FILEMON RIOS	DALE PROPERTY SERVICES, LLC	07/19/07	D207259252	Tarrant	Texas	
79161	WEST FORK	JIMMY & JENNIFER JONES	DALE PROPERTY SERVICES, LLC	07/19/07	D207259254	Tarrant	Texas	
79164	WEST FORK	FLP ENTERPRISES INC	DALE PROPERTY SERVICES, LLC	07/18/07	D207259257	Tarrant	Texas	
79166	WEST FORK	BACK TENNIS LTD	DALE PROPERTY SERVICES, LLC	05/09/07	D207259258	Tarrant	Texas	
79167	WEST FORK	JOHN HERINGTON	DALE PROPERTY SERVICES, LLC	07/20/07	D207259259	Tarrant	Texas	
79168	WEST FORK	JERRY & JERITA DAVIS	DALE PROPERTY SERVICES, LLC	04/12/07	D207259260	Tarrant	Texas	
79175	WEST FORK	JOHN & TRUDY TYRONE	DALE PROPERTY SERVICES, LLC	02/23/07	D207259266	Tarrant	Texas	
79186	WEST FORK	JOANNA & KWAN KEUN YOO	DALE PROPERTY SERVICES, LLC	07/18/07	D207259275	Tarrant	Texas	
79187	WEST FORK	LOUIS B & WILLIE S HANSEN	DALE PROPERTY SERVICES, LLC	07/19/07	D207259515	Tarrant	Texas	
79188	WEST FORK	PATRICIA DRIVER	DALE PROPERTY SERVICES, LLC	02/23/07	D207259276	Tarrant	Texas	
79191	WEST FORK	ANDREW M WILLIAMS	DALE PROPERTY SERVICES, LLC	06/27/06	D207255562	Tarrant	Texas	
79199	WEST FORK	SANTIAGO & BLANCA PANIAGUA	DALE PROPERTY SERVICES, LLC	07/18/07	D207259498	Tarrant	Texas	
79219	WEST FORK	MARK & LAURIE FENTON	DALE PROPERTY SERVICES, LLC	07/13/07	D207255575	Tarrant	Texas	
79226	WEST FORK	LUXOR REAL ESTATE INVESTMENT CORP	DALE PROPERTY SERVICES, LLC	07/12/07	D207259497	Tarrant	Texas	
79227	WEST FORK	KAY PHIFER	DALE PROPERTY SERVICES, LLC	07/03/07	D207259516	Tarrant	Texas	
79228	WEST FORK	LUXOR REAL ESTATE INVESTMENT CORP	DALE PROPERTY SERVICES, LLC	07/12/07	D207259499	Tarrant	Texas	
79230	WEST FORK	MARK J & LAURIE L FENTON	DALE PROPERTY SERVICES, LLC	07/13/07	D207259500	Tarrant	Texas	
79231	WEST FORK	ROBERTA S ROSS	DALE PROPERTY SERVICES, LLC	07/18/07	D207259514	Tarrant	Texas	
79232	WEST FORK	KELLI SEALS & OLANTUNDE OBAZEE	DALE PROPERTY SERVICES, LLC	07/18/07	D207259513	Tarrant	Texas	
79235	WEST FORK	FABIAN HUERTA	DALE PROPERTY SERVICES, LLC	07/09/07	D207259501	Tarrant	Texas	
79236	WEST FORK	CHANSAMONE SAYVONGSA	DALE PROPERTY SERVICES, LLC	07/11/07	D207259504	Tarrant	Texas	
79237	WEST FORK	CLINTON W & DEBRA SHANNON	DALE PROPERTY SERVICES, LLC	07/16/07	D207255561	Tarrant	Texas	
79242	WEST FORK	JOHN DRIVER	DALE PROPERTY SERVICES, LLC	06/25/07	D207261412	Tarrant	Texas	
79256	WEST FORK	LINDA BURGER	DALE PROPERTY SERVICES, LLC	06/11/07	D207261418	Tarrant	Texas	
79257	WEST FORK	LOIS STRITTMATTER	DALE PROPERTY SERVICES, LLC	06/21/07	D207261419	Tarrant	Texas	
79259	WEST FORK	BONNIE GRISHAM	DALE PROPERTY SERVICES, LLC	06/14/07	D207261420	Tarrant	Texas	
79261	WEST FORK	TERRY MILLER	DALE PROPERTY SERVICES, LLC	06/01/07	D207258839	Tarrant	Texas	
79268	WEST FORK	MICHAEL & KARA CHILDRESS	DALE PROPERTY SERVICES, LLC	07/22/07	D207261424	Tarrant	Texas	
79273	WEST FORK	DOUGLAS BLANKS	DALE PROPERTY SERVICES, LLC	07/20/07	D207261425	Tarrant	Texas	
79276	WEST FORK	THOMAS HANCOCK	DALE PROPERTY SERVICES, LLC	07/19/07	D207259510	Tarrant	Texas	
79278	WEST FORK	DAVID & CINDY ENGEL	DALE PROPERTY SERVICES, LLC	07/18/07	D207261426	Tarrant	Texas	
79280	WEST FORK	KHAMSUM & SANDRA PHONGSOVATH	DALE PROPERTY SERVICES, LLC	06/25/07	D207261427	Tarrant	Texas	
79282	WEST FORK	JOAN K DECKICH	DALE PROPERTY SERVICES, LLC	06/29/07	D207259508	Tarrant	Texas	
79285	WEST FORK	BILLY & SUZANNE RICE	DALE RESOURCES, L.L.C.	01/26/07	D207058626	Tarrant	Texas	
79288	WEST FORK	JOSE J SOLIZ	DALE PROPERTY SERVICES, LLC	07/17/07	D207259507	Tarrant	Texas	
79301	WEST FORK	ROSEMARY SANCHEZ MAROTTA	DALE PROPERTY SERVICES, LLC	07/19/07	D207259505	Tarrant	Texas	
79305	WEST FORK	KENNETH W & JOYCE H CYPERT	DALE PROPERTY SERVICES, LLC	07/19/07	D207259503	Tarrant	Texas	

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79140	WEST FORK	FRANK & EILEEN SCHUBERT	DALE PROPERTY SERVICES, LLC	07/18/07	D207257106	Tarrant	Texas
79151	WEST FORK	GG & ERMA HERNANDEZ	DALE PROPERTY SERVICES, LLC	06/19/07	D207255553	Tarrant	Texas
79153	WEST FORK	RAMIRO VILLASENOR	DALE RESOURCES, L.L.C.	11/02/06	D206360685	Tarrant	Texas
79158	WEST FORK	FALCON STEEL COMPANY	DALE RESOURCES, L.L.C.	12/06/06	D207007446	Tarrant	Texas
79159	WEST FORK	FILEMON RIOS	DALE PROPERTY SERVICES, LLC	07/19/07	D207259252	Tarrant	Texas
79161	WEST FORK	JIMMY & JENNIFER JONES	DALE PROPERTY SERVICES, LLC	07/19/07	D207259254	Tarrant	Texas
79164	WEST FORK	FLP ENTERPRISES INC	DALE PROPERTY SERVICES, LLC	07/18/07	D207259257	Tarrant	Texas
79166	WEST FORK	BACK TENNIS LTD	DALE PROPERTY SERVICES, LLC	06/09/07	D207259258	Tarrant	Texas
79167	WEST FORK	JOHN HERINGTON	DALE PROPERTY SERVICES, LLC	07/20/07	D207259259	Tarrant	Texas
79168	WEST FORK	JERRY & JERITA DAVIS	DALE PROPERTY SERVICES, LLC	04/12/07	D207259260	Tarrant	Texas
79175	WEST FORK	JOHN & TRUDY TYRONE	DALE PROPERTY SERVICES, LLC	02/23/07	D207259266	Tarrant	Texas
79186	WEST FORK	JOANNA & KWAN KEUN YOO	DALE PROPERTY SERVICES, LLC	07/18/07	D207259275	Tarrant	Texas
79187	WEST FORK	LOUIS B & WILLIE S HANSEN	DALE PROPERTY SERVICES, LLC	07/19/07	D207259515	Tarrant	Texas
79188	WEST FORK	PATRICIA DRIVER	DALE PROPERTY SERVICES, LLC	02/23/07	D207259276	Tarrant	Texas
79191	WEST FORK	ANDREW M WILLIAMS	DALE PROPERTY SERVICES, LLC	06/27/06	D207255562	Tarrant	Texas
79199	WEST FORK	SANTIAGO & BLANCA PANIAGUA	DALE PROPERTY SERVICES, LLC	07/18/07	D207259498	Tarrant	Texas
79219	WEST FORK	MARK & LAURIE FENTON	DALE PROPERTY SERVICES, LLC	07/13/07	D207255575	Tarrant	Texas
79226	WEST FORK	LUXOR REAL ESTATE INVESTMENT CORP	DALE PROPERTY SERVICES, LLC	07/12/07	D207259497	Tarrant	Texas
79227	WEST FORK	KAY PHIFER	DALE PROPERTY SERVICES, LLC	07/03/07	D207259516	Tarrant	Texas
79228	WEST FORK	LUXOR REAL ESTATE INVESTMENT CORP	DALE PROPERTY SERVICES, LLC	07/12/07	D207259499	Tarrant	Texas
79230	WEST FORK	MARK J & LAURIE L FENTON	DALE PROPERTY SERVICES, LLC	07/13/07	D207259500	Tarrant	Texas
79231	WEST FORK	ROBERTA S ROSS	DALE PROPERTY SERVICES, LLC	07/18/07	D207259514	Tarrant	Texas
79232	WEST FORK	KELLI SEALS & OLANTUNDE OBAZEE	DALE PROPERTY SERVICES, LLC	07/18/07	D207259513	Tarrant	Texas
79235	WEST FORK	FABIAN HUERTA	DALE PROPERTY SERVICES, LLC	07/09/07	D207259501	Tarrant	Texas
79236	WEST FORK	CHANSAMONE SAYVONGSA	DALE PROPERTY SERVICES, LLC	07/11/07	D207259504	Tarrant	Texas
79237	WEST FORK	CLINTON W & DEBRA SHANNON	DALE PROPERTY SERVICES, LLC	07/16/07	D207255561	Tarrant	Texas
79242	WEST FORK	JOHN DRIVER	DALE PROPERTY SERVICES, LLC	06/25/07	D207261412	Tarrant	Texas
79256	WEST FORK	LINDA BURGER	DALE PROPERTY SERVICES, LLC	06/11/07	D207261418	Tarrant	Texas
79257	WEST FORK	LOIS STRITTMATTER	DALE PROPERTY SERVICES, LLC	06/21/07	D207261419	Tarrant	Texas
79259	WEST FORK	BONNIE GRISHAM	DALE PROPERTY SERVICES, LLC	06/14/07	D207261420	Tarrant	Texas
79261	WEST FORK	TERRY MILLER	DALE PROPERTY SERVICES, LLC	06/01/07	D207258839	Tarrant	Texas
79268	WEST FORK	MICHAEL & KARA CHILDRESS	DALE PROPERTY SERVICES, LLC	07/22/07	D207261424	Tarrant	Texas
79273	WEST FORK	DOUGLAS BLANKS	DALE PROPERTY SERVICES, LLC	07/20/07	D207261425	Tarrant	Texas
79276	WEST FORK	THOMAS HANCOCK	DALE PROPERTY SERVICES, LLC	07/19/07	D207259510	Tarrant	Texas
79278	WEST FORK	DAVID & CINDY ENGEL	DALE PROPERTY SERVICES, LLC	07/18/07	D207261426	Tarrant	Texas
79280	WEST FORK	KHAMSUM & SANDRA PHONGSOVATH	DALE PROPERTY SERVICES, LLC	06/25/07	D207261427	Tarrant	Texas
79282	WEST FORK	JOAN K DECKICH	DALE PROPERTY SERVICES, LLC	06/29/07	D207259508	Tarrant	Texas
79285	WEST FORK	BILLY & SUZANNE RICE	DALE RESOURCES, L.L.C.	01/26/07	D207056626	Tarrant	Texas
79288	WEST FORK	JOSE J SOLIZ	DALE PROPERTY SERVICES, LLC	07/17/07	D207259507	Tarrant	Texas
79301	WEST FORK	ROSEMARY SANCHEZ MAROTTA	DALE PROPERTY SERVICES, LLC	07/19/07	D207259505	Tarrant	Texas
79305	WEST FORK	KENNETH W & JOYCE H CYPERT	DALE PROPERTY SERVICES, LLC	07/19/07	D207259503	Tarrant	Texas

EXHIBIT "A"  
TO CONVEYANCE

Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
130621	SE FORT WORTH	THE POWELL GROUP LLC	DALE PROPERTY SERVICES, LLC	07/12/08	D208299772	Tarrant	Texas
130622	SE FORT WORTH	TRAVIN WARE	DALE PROPERTY SERVICES, LLC	07/01/08	D208299771	Tarrant	Texas
130623	WEST FORK	GERLADINE VAUGHN	DALE PROPERTY SERVICES, LLC	07/22/08	D208299036	Tarrant	Texas
130624	SE FORT WORTH	MIKE & LORI RANDLE	DALE PROPERTY SERVICES, LLC	07/25/08	D208299770	Tarrant	Texas
130625	WEST FORK	GUADALUPE MARTINEZ	DALE PROPERTY SERVICES, LLC	07/16/08	D208299035	Tarrant	Texas
130626	SE FORT WORTH	GONZALO GOMEZ	DALE PROPERTY SERVICES, LLC	07/18/08	D208299034	Tarrant	Texas
130627	SE FORT WORTH	ALVIN & PAULA POPE	DALE PROPERTY SERVICES, LLC	07/23/08	D208299769	Tarrant	Texas
130628	SE FORT WORTH	PAUL RHODES	DALE PROPERTY SERVICES, LLC	07/23/08	D208299768	Tarrant	Texas
130629	GLOBAL MISC	VIRNELDA LEWIS	DALE PROPERTY SERVICES, LLC	07/18/08	D208299033	Tarrant	Texas
130630	SE FORT WORTH	RODNEY CAPILI	DALE PROPERTY SERVICES, LLC	07/03/08	D208299032	Tarrant	Texas
130631	SE FORT WORTH	PAUL RHODES	DALE PROPERTY SERVICES, LLC	07/23/08	D208299767	Tarrant	Texas
130632	WEST FORK	LAYING ON THE BEACH, INC	DALE PROPERTY SERVICES, LLC	07/23/08	D208299031	Tarrant	Texas
130633	GLOBAL MISC	LAYING ON THE BEACH, INC	DALE PROPERTY SERVICES, LLC	07/23/08	D208299030	Tarrant	Texas
130634	WEST GATEWAY	PAUL RHODES	DALE PROPERTY SERVICES, LLC	07/23/08	D208299766	Tarrant	Texas
130635	WEST FORK	LAYING ON THE BEACH, INC	DALE PROPERTY SERVICES, LLC	07/23/08	D208299029	Tarrant	Texas
130636	SE FORT WORTH	PAUL RHODES	DALE PROPERTY SERVICES, LLC	07/23/08	D208299765	Tarrant	Texas
130637	GLOBAL MISC	LAYING ON THE BEACH, INC	DALE PROPERTY SERVICES, LLC	07/17/08	D208299028	Tarrant	Texas
130638	WEST FORK	CHARLES & SARA TIDWELL	DALE PROPERTY SERVICES, LLC	07/24/08	D208299764	Tarrant	Texas
130639	WEST FORK	LORRIE NORDSTROM	DALE PROPERTY SERVICES, LLC	07/14/08	D208299027	Tarrant	Texas
130640	SE FORT WORTH	FLORENCE HARLOW	DALE PROPERTY SERVICES, LLC	07/10/08	D208299026	Tarrant	Texas
130641	SE FORT WORTH	RAYMON & CARLYON COLEMAN	DALE PROPERTY SERVICES, LLC	07/22/08	D208299025	Tarrant	Texas
130642	GLOBAL MISC	JUAN & MADEL AVELAR	DALE PROPERTY SERVICES, LLC	07/18/08	D208299763	Tarrant	Texas
130643	SE FORT WORTH	BEVERLY & HOMER IVY	DALE PROPERTY SERVICES, LLC	07/22/08	D208299024	Tarrant	Texas
130644	SE FORT WORTH	SOLEDAD MARIN	DALE PROPERTY SERVICES, LLC	07/11/08	D208299023	Tarrant	Texas
130645	SE FORT WORTH	JESUS GONZALEZ	DALE PROPERTY SERVICES, LLC	07/08/08	D208299762	Tarrant	Texas
130646	PIONEER PARKWAY	MILFORD & SHIRLEY PARRAMORE	DALE PROPERTY SERVICES, LLC	07/18/08	D208299022	Tarrant	Texas
130647	SE FORT WORTH	PEARLIE HALL	DALE PROPERTY SERVICES, LLC	07/21/08	D208299761	Tarrant	Texas
130648	SE FORT WORTH	ALFRED B JOHNSON	DALE PROPERTY SERVICES, LLC	06/30/08	D208299021	Tarrant	Texas
130649	SE FORT WORTH	BENNIE WILLIS	DALE PROPERTY SERVICES, LLC	06/24/08	D208299380	Tarrant	Texas
130650	SE FORT WORTH	ANNIE L POLK	DALE PROPERTY SERVICES, LLC	06/27/08	D208299020	Tarrant	Texas
130651	SE FORT WORTH	MELVIN WILLIS	DALE PROPERTY SERVICES, LLC	06/24/08	D208299381	Tarrant	Texas
130652	SE FORT WORTH	CRENSHAW AVENUE LAND TRUST	DALE PROPERTY SERVICES, LLC	07/23/08	D208299382	Tarrant	Texas
130653	SE FORT WORTH	MARIA & MAURO BARRAZA	DALE PROPERTY SERVICES, LLC	07/24/08	D208299019	Tarrant	Texas
130654	SE FORT WORTH	CHANTAY THOMAS	DALE PROPERTY SERVICES, LLC	07/25/08	D208299383	Tarrant	Texas
130655	SE FORT WORTH	CARLOS GOMEZ	DALE PROPERTY SERVICES, LLC	07/24/08	D208299018	Tarrant	Texas
130656	SE FORT WORTH	NYLAN BROWN	DALE PROPERTY SERVICES, LLC	07/25/08	D208299384	Tarrant	Texas
130657	SE FORT WORTH	JOE & ALICIA CASTILLO	DALE PROPERTY SERVICES, LLC	07/24/08	D208299017	Tarrant	Texas
130658	SE FORT WORTH	JAVIER & KARLA PEREZ	DALE PROPERTY SERVICES, LLC	07/23/08	D208299016	Tarrant	Texas
130659	SE FORT WORTH	CANTRELL DRAYDEN	DALE PROPERTY SERVICES, LLC	07/25/08	D208299385	Tarrant	Texas
130660	SE FORT WORTH	JORGE & MARTHA VILLANUEVA	DALE PROPERTY SERVICES, LLC	07/23/08	D208299015	Tarrant	Texas
130661	SE FORT WORTH	CHRIS GIRARD	DALE PROPERTY SERVICES, LLC	07/24/08	D208299386	Tarrant	Texas
130662	SE FORT WORTH	CURTIS WARD	DALE PROPERTY SERVICES, LLC	07/10/08	D208297208	Tarrant	Texas
130663	SE FORT WORTH	PAMELA ROBINSON	DALE PROPERTY SERVICES, LLC	07/23/08	D208299387	Tarrant	Texas
130664	SE FORT WORTH	CLIFTON MCKNIGHT	DALE PROPERTY SERVICES, LLC	06/26/08	D208297209	Tarrant	Texas
130665	SE FORT WORTH	THE POWELL GROUP LLC	DALE PROPERTY SERVICES, LLC	07/12/08	D208299388	Tarrant	Texas
130666	SE FORT WORTH	JOSUE & EVANGELINA CHAVARRIA	DALE PROPERTY SERVICES, LLC	07/31/08	D208297210	Tarrant	Texas
130667	SE FORT WORTH	LUCIO & BEATRICE GARCIA	DALE PROPERTY SERVICES, LLC	07/01/08	D208297211	Tarrant	Texas

EXHIBIT "A"  
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Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
69274	SOUTH ARLINGTON	DANIEL L & KAREN J FERRARO	DALE PROPERTY SERVICES, LLC	03/24/07	D207142022	Tarrant	Texas
69275	SOUTH ARLINGTON	MARC R & MARCIE SCHNEIDER	DALE PROPERTY SERVICES, LLC	03/24/07	D207142021	Tarrant	Texas
69276	SOUTH ARLINGTON	TOMMY & MICHELLE CONALLIS	DALE PROPERTY SERVICES, LLC	03/24/07	D207142020	Tarrant	Texas
69277	SOUTH ARLINGTON	BETTY CAROL JERNIGAN	DALE PROPERTY SERVICES, LLC	04/03/07	D207142019	Tarrant	Texas
69278	WEST GATEWAY	MARIA DE JESUS RODRIGUEZ & MARIO LEAL	DALE PROPERTY SERVICES, LLC	04/10/07	D207142587	Tarrant	Texas
69279	SOUTH ARLINGTON	MARY & KEITH BELL	DALE PROPERTY SERVICES, LLC	03/24/07	D207142018	Tarrant	Texas
69280	SOUTH ARLINGTON	NATHAN & DESIREE HARLESS	DALE PROPERTY SERVICES, LLC	03/24/07	D207142017	Tarrant	Texas
69281	WEST GATEWAY	ANTONIO LUNA	DALE PROPERTY SERVICES, LLC	04/10/07	D207141964	Tarrant	Texas
69282	SOUTH ARLINGTON	JACKIE & MARY EDDLEMAN	DALE PROPERTY SERVICES, LLC	03/20/07	D207142016	Tarrant	Texas
69283	WEST GATEWAY	EMILIO & ROSA GOBEA	DALE PROPERTY SERVICES, LLC	03/20/07	D207142586	Tarrant	Texas
69284	SOUTH ARLINGTON	EDWIN D & DEBORAH C WATSON	DALE PROPERTY SERVICES, LLC	04/03/07	D207142015	Tarrant	Texas
69285	GLOBAL MISC	CARL & VERTICE FRETWELL	DALE PROPERTY SERVICES, LLC	04/02/07	D207142463	Tarrant	Texas
69286	WEST GATEWAY	JOE GOVEA	DALE PROPERTY SERVICES, LLC	04/11/07	D207142585	Tarrant	Texas
69287	WEST GATEWAY	AGUSTIN & MARGARITA RICO	DALE PROPERTY SERVICES, LLC	04/02/07	D207142462	Tarrant	Texas
69289	WEST GATEWAY	FRANCISCO & YESSICA MONTELONGO	DALE PROPERTY SERVICES, LLC	03/28/07	D207142461	Tarrant	Texas
69292	FOSSIL CREEK	GEORGE & SUSAN VONROSNBERG	DALE PROPERTY SERVICES, LLC	04/11/07	D207139908	Tarrant	Texas
69294	SE FORT WORTH	JOHNNIE L & ZELLA TAYLOR	DALE PROPERTY SERVICES, LLC	02/08/07	D207142351	Tarrant	Texas
69296	WEST GATEWAY	ROBERT CASTILLO	DALE PROPERTY SERVICES, LLC	04/09/07	D207142466	Tarrant	Texas
69297	WEST GATEWAY	LUIS LOREDO	DALE PROPERTY SERVICES, LLC	03/26/07	D207142460	Tarrant	Texas
69298	SOUTH ARLINGTON	RANDALL P & DEBORAH PHILPOT	DALE PROPERTY SERVICES, LLC	04/16/07	D207142010	Tarrant	Texas
69299	FOSSIL CREEK	ELI & JUNE MARTINEZ	DALE PROPERTY SERVICES, LLC	04/11/07	D207139936	Tarrant	Texas
69300	SE FORT WORTH	JAMES & NANCY SKEEN	DALE PROPERTY SERVICES, LLC	01/05/07	D207142352	Tarrant	Texas
69301	FOSSIL CREEK	ANN C. BLACKWELL	DALE PROPERTY SERVICES, LLC	04/11/07	D207139935	Tarrant	Texas
69302	GLOBAL MISC	EFRAIN & MAGDALENA TAPIA	DALE PROPERTY SERVICES, LLC	02/21/07	D207142459	Tarrant	Texas
69303	GLOBAL MISC	FRANCES & ANICASIO OCURA	DALE PROPERTY SERVICES, LLC	04/09/07	D207142465	Tarrant	Texas
69304	FOSSIL CREEK	P.W.E. INDUSTRY	DALE PROPERTY SERVICES, LLC	04/16/07	D207139937	Tarrant	Texas
69305	WEST GATEWAY	ISAIAH & JOSEFINA HERNANDEZ	DALE PROPERTY SERVICES, LLC	04/03/07	D207142464	Tarrant	Texas
69306	SE FORT WORTH	JAMEES & DEBRA POWELL	DALE RESOURCES, L.L.C.	12/26/06	D207142353	Tarrant	Texas
69307	SE FORT WORTH	ALVA ROY BEANS	DALE PROPERTY SERVICES, LLC	02/06/07	D207142354	Tarrant	Texas
69308	SE FORT WORTH	DAVID & PAMELA COLLINS	DALE PROPERTY SERVICES, LLC	01/02/07	D207142355	Tarrant	Texas
69310	SE FORT WORTH	JANICE RENE FORBES RICHARDSON & EMMA L	DALE PROPERTY SERVICES, LLC	01/30/07	D207142356	Tarrant	Texas
69311	FOSSIL CREEK	JOE RAY & TERESA L. FULLER	DALE PROPERTY SERVICES, LLC	03/23/07	D207139913	Tarrant	Texas
69312	FOSSIL CREEK	SARAH CATHERINE SPURGEON	DALE PROPERTY SERVICES, LLC	03/27/07	D207139911	Tarrant	Texas
69316	SE FORT WORTH	ROBIN & OFELIA PADILLA	DALE PROPERTY SERVICES, LLC	03/22/07	D207142358	Tarrant	Texas
69318	FOSSIL CREEK	DONALD STURGEON	DALE PROPERTY SERVICES, LLC	03/16/07	D207139914	Tarrant	Texas
69320	WEST GATEWAY	ALFREDO & BLANCO ROMERO	DALE PROPERTY SERVICES, LLC	04/10/07	D207141965	Tarrant	Texas
69321	FOSSIL CREEK	SUZANNE ANDERSON FOSTER	DALE PROPERTY SERVICES, LLC	03/30/07	D207139915	Tarrant	Texas
69322	GLOBAL MISC	MARY E. ANDERSON	DALE PROPERTY SERVICES, LLC	03/26/07	D207142444	Tarrant	Texas
69323	SE FORT WORTH	HISHAM SADAT	DALE PROPERTY SERVICES, LLC	04/02/07	D207142361	Tarrant	Texas
69325	WEST GATEWAY	NHOULI & OUM SIHARATH	DALE PROPERTY SERVICES, LLC	03/08/07	D207101687	Tarrant	Texas
69327	SE FORT WORTH	HISHAM SADAT	DALE PROPERTY SERVICES, LLC	04/02/07	D207142362	Tarrant	Texas
69328	SE FORT WORTH	MARY SMITH	DALE PROPERTY SERVICES, LLC	04/19/07	D207142364	Tarrant	Texas

**EXHIBIT "A"**  
**TO CONVEYANCE**

Lease ID	Area	Lessor	Lessee	LeaseDate	Recording Data	County	State
59535	WEST FORK	DOANALD L JR & CATRENA TIMS	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055153	Tarrant	Texas
59537	WEST FORK	TERRY LANGSTON	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055154	Tarrant	Texas
59539	WEST FORK	RACHEL V GOODACRE	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055155	Tarrant	Texas
59542	WEST FORK	EULALIA WILKINSON	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055156	Tarrant	Texas
59544	WEST FORK	ELEANOR & URAL NELSON SHERRILL	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055157	Tarrant	Texas
59545	WEST FORK	LINDA M MILES	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055158	Tarrant	Texas
59546	WEST FORK	GARY & MARTHA HUNT	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055159	Tarrant	Texas
59547	WEST FORK	GORDAN & TOMAZANE TONIPS	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055160	Tarrant	Texas
59548	WEST FORK	JUDY LYNN JACKSON RAVENELL	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055161	Tarrant	Texas
59549	WEST FORK	ROSE E CLEVELAND	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055162	Tarrant	Texas
59550	WEST FORK	JIMMY & EILEEN WILSON	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055163	Tarrant	Texas
59551	WEST FORK	ROLANDA L & BONNIE CAIN	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055164	Tarrant	Texas
59552	WEST FORK	SCOTT P MUSSELWHITE	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055165	Tarrant	Texas
59553	WEST FORK	JAMIE & SHARON STARKS	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055166	Tarrant	Texas
59554	WEST FORK	PATRICIA & JERRY TATE	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055167	Tarrant	Texas
59555	WEST FORK	DOUGLAS & LOLA KELCEY	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055168	Tarrant	Texas
59557	WEST FORK	HARRY & EDNA HELTON	DALE PROPERTY SERVICES, LLC	2/6/2007	D207055169	Tarrant	Texas
59562	WEST FORK	JOE & RENEE CHAUNCEY	DALE PROPERTY SERVICES, LLC	1/31/2007	D207055285	Tarrant	Texas
59563	WEST FORK	HENRY & CHERI SOUDER	DALE PROPERTY SERVICES, LLC	2/7/2007	D207055284	Tarrant	Texas
59564	WEST FORK	TAMMIE S LONG	DALE PROPERTY SERVICES, LLC	2/7/2007	D207055283	Tarrant	Texas
59575	WEST FORK	BARBARA HOBBS	DALE PROPERTY SERVICES, LLC	2/2/2007	D207055287	Tarrant	Texas
59581	WEST FORK	FT.W,INC.	DALE PROPERTY SERVICES, LLC	2/2/2007	D207054216	Tarrant	Texas
59634	WEST FORK	KATHY VINEY	DALE RESOURCES, L.L.C.	10/20/2006	D207055267	Tarrant	Texas
59643	WEST FORK	TD REMODELING & INVESTMENTS	DALE PROPERTY SERVICES, LLC	1/5/2007	D207054142	Tarrant	Texas
59651	WEST FORK	JOSE & MERCEDES VILLALPANDO	DALE PROPERTY SERVICES, LLC	1/25/2007	D207055251	Tarrant	Texas
59654	WEST FORK	PATRICK G KELVIN	DALE PROPERTY SERVICES, LLC	1/12/2007	D207055252	Tarrant	Texas
59657	WEST FORK	BRENDA K FLORES	DALE PROPERTY SERVICES, LLC	1/24/2007	D207055253	Tarrant	Texas
59662	WEST FORK	EDGAR & CAROL GASTON	DALE RESOURCES, L.L.C.	1/11/2007	D207054189	Tarrant	Texas
59665	WEST FORK	DORIS LAKEY	DALE PROPERTY SERVICES, LLC	1/10/2007	D207054188	Tarrant	Texas
59666	WEST FORK	RACHAEL MORABITO	DALE PROPERTY SERVICES, LLC	1/6/2007	D207054187	Tarrant	Texas
59667	WEST FORK	DESSA & HUBERT KING	DALE PROPERTY SERVICES, LLC	1/3/2007	D207054186	Tarrant	Texas
59674	WEST FORK	RYON & MICHELLE ALCORN	DALE PROPERTY SERVICES, LLC	12/14/2006	D207054180	Tarrant	Texas
59676	WEST FORK	CHUCK HOLLOWAY	DALE PROPERTY SERVICES, LLC	12/14/2006	D207054179	Tarrant	Texas
59678	WEST FORK	BOBBY & ROMAYNE GERMANY	DALE PROPERTY SERVICES, LLC	12/14/2006	D207054178	Tarrant	Texas
59680	WEST FORK	VICTOR & ROSA TREJO	DALE PROPERTY SERVICES, LLC	12/14/2006	D207054177	Tarrant	Texas
59682	WEST FORK	DONALD & PENNY FOLBRE	DALE PROPERTY SERVICES, LLC	12/14/2006	D207054176	Tarrant	Texas
59683	WEST FORK	RICHARD & MELISSA BOWER	DALE RESOURCES, L.L.C.	11/30/2006	D207054175	Tarrant	Texas
59689	WEST FORK	JAMES & MARTHA BURK	DALE RESOURCES, L.L.C.	12/7/2006	D207054171	Tarrant	Texas
59698	WEST FORK	AMELIA ACHILLES	DALE PROPERTY SERVICES, LLC	1/18/2007	D207055399	Tarrant	Texas
59716	WEST FORK	JOHN & PEGGY MOORE	DALE RESOURCES, L.L.C.	1/11/2007	D207054293	Tarrant	Texas

EXHIBIT "A"  
TO CONVEYANCE

Record ID	County	Grantor	Grantee	Acct Date	County	State	Recording Info
85502	WEST FORK	CHARLES & MARTHA LEAKE	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312591
85505	SE FORT WORTH	ROZELLA CELLARO	DALE PROPERTY SERVICES, LLC	8/7/2007	Tarrant	Texas	D207301757
85506	SE FORT WORTH	ZONA M RAINS	DALE PROPERTY SERVICES, LLC	8/7/2007	Tarrant	Texas	D207301834
85507	WEST FORK	DANIEL SWEIGARD	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312592
85508	GLOBAL MISC	KAREN M & WILLIAM MITCHELL	DALE PROPERTY SERVICES, LLC	8/15/2007	Tarrant	Texas	D207312532
85511	WEST FORK	LINDA S WAGNER-PARAMORE	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312593
85512	SE FORT WORTH	THOMAS & EVA L FIELDS	DALE PROPERTY SERVICES, LLC	8/7/2007	Tarrant	Texas	D207301835
85513	SE FORT WORTH	JOHN H & MOZELLA K DEFOSE	DALE PROPERTY SERVICES, LLC	8/7/2007	Tarrant	Texas	D207303150
85514	GLOBAL MISC	ALEX H & MELANIE GARCIA	DALE PROPERTY SERVICES, LLC	8/8/2007	Tarrant	Texas	D207312533
85515	SE FORT WORTH	SAMUEL POLD	DALE PROPERTY SERVICES, LLC	8/7/2007	Tarrant	Texas	D207301825
85518	SE FORT WORTH	LARRY TAYLOR	DALE PROPERTY SERVICES, LLC	8/7/2007	Tarrant	Texas	D207301827
85519	GLOBAL MISC	MARK & MARY NICKEL	DALE PROPERTY SERVICES, LLC	8/6/2007	Tarrant	Texas	D207312534
85521	SE FORT WORTH	CARDELL & QUEENESTER HOMER	DALE PROPERTY SERVICES, LLC	8/14/2007	Tarrant	Texas	D207301813
85522	WEST GATEWAY	ALPHA OMEGA THOMAS	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312535
85523	SE FORT WORTH	EZELL & MISTY WILDER	DALE PROPERTY SERVICES, LLC	8/7/2007	Tarrant	Texas	D207303152
85526	WEST FORK	BILLY SARAH COULSON	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312577
85527	WEST FORK	JAMES JR & CAROLYNN J ARNOLD	DALE PROPERTY SERVICES, LLC	8/21/2007	Tarrant	Texas	D207308722
85528	SE FORT WORTH	RALPH & FAUSTINA ANTHONY	DALE PROPERTY SERVICES, LLC	8/7/2007	Tarrant	Texas	D207303153
85529	SE FORT WORTH	JEWELL RAY STEAN	DALE PROPERTY SERVICES, LLC	8/14/2007	Tarrant	Texas	D207301812
85532	WEST FORK	DOUG PATTERSON	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312578
85534	WEST FORK	DREW & AMY CASHATT	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312579
85535	WEST FORK	PHYLLIS BARROW & STEPHEN SINK	DALE PROPERTY SERVICES, LLC	8/14/2007	Tarrant	Texas	D207301754
85536	SE FORT WORTH	HENRY & JERLINE HARVEY	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207303154
85537	WEST FORK	PAUL & CINDA CARPINO	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312580
85538	SE FORT WORTH	JAMES R & SHEILA D DOWNES	DALE PROPERTY SERVICES, LLC	8/14/2007	Tarrant	Texas	D207301751
85540	GLOBAL MISC	ELLIS T. SELF	DALE PROPERTY SERVICES, LLC	8/6/2007	Tarrant	Texas	D207306933
85541	WEST GATEWAY	DONALD THOMAS CROFT	DALE PROPERTY SERVICES, LLC	8/20/2007	Tarrant	Texas	D207308723
85542	WEST FORK	ROBERT WILLIAM TROYER	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312581
85543	SE FORT WORTH	RAFAEL RIOS	DALE PROPERTY SERVICES, LLC	8/14/2007	Tarrant	Texas	D207301750
85544	WEST FORK	MICHAEL & LINDA GALLIGAN	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312582
85545	SE FORT WORTH	ELENITA & AZZIE SHEPPARD	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207303155
85546	WEST FORK	MICHAEL & LINDA GALLIGAN	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312583
85547	SE FORT WORTH	MIGUEL HERNANDEZ	DALE PROPERTY SERVICES, LLC	8/17/2007	Tarrant	Texas	D207309676
85548	SE FORT WORTH	JANET GEARY	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207303156
85549	WEST FORK	MICHAEL & LINDA GALLIGAN	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312584
85550	SOUTH ARLINGTON	MEHMUNA ALI	DALE PROPERTY SERVICES, LLC	8/22/2007	Tarrant	Texas	D207309678
85552	WEST FORK	MICHAEL & LINDA GALLIGAN	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312585
85553	SE FORT WORTH	GEORGE W & CAROLYN T WATKINS	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207303157
85554	SOUTH ARLINGTON	MARTHA & EDUARDO GONZALEZ	DALE PROPERTY SERVICES, LLC	8/21/2007	Tarrant	Texas	D207309679
85556	WEST FORK	ARLINE DENISE LANGE	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312586
85558	WEST FORK	ATHUR J CORNEIL JR	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312571
85559	SE FORT WORTH	EULA ALLEN	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207303158
85565	GLOBAL MISC	DOROTHY CLARK	DALE PROPERTY SERVICES, LLC	8/21/2007	Tarrant	Texas	D207309681
85566	WEST FORK	JOE ANNIE BROWN	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312608
85568	WEST FORK	BARBARA S ALBRIGHT	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312609
85569	GLOBAL MISC	HERBERT WAYNE & PATRICIA ELLIS	DALE PROPERTY SERVICES, LLC	8/21/2007	Tarrant	Texas	D207309682
85570	GLOBAL MISC	CHRISTOPHER & DELLA GRAY	DALE PROPERTY SERVICES, LLC	8/23/2007	Tarrant	Texas	D207312326
85571	WEST FORK	CAROL J BOEN	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312610
85573	GLOBAL MISC	MARK R & HAZEL J STONITSCH	DALE PROPERTY SERVICES, LLC	8/23/2007	Tarrant	Texas	D207312327
85574	GLOBAL MISC	WANDA CONNER	DALE PROPERTY SERVICES, LLC	8/21/2007	Tarrant	Texas	D207309683
85575	WEST FORK	CHARLES F WECKER	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312611
85577	WEST FORK	DAVID & JUDY HERRING	DALE PROPERTY SERVICES, LLC	8/2/2007	Tarrant	Texas	D207312612
85578	WEST FORK	MARTIN & JUANA VARELA	DALE PROPERTY SERVICES, LLC	8/21/2007	Tarrant	Texas	D207312329
85579	GLOBAL MISC	DENNIS LEE MITCHELL	DALE PROPERTY SERVICES, LLC	8/21/2007	Tarrant	Texas	D207309684
85580	GLOBAL MISC	STEPHEN & KATHY YOUNG	DALE PROPERTY SERVICES, LLC	8/10/2007	Tarrant	Texas	D207309693

EXHIBIT "A"  
TO CONVEYANCE

Lease ID	Area	Lessor	Lessee	Lease Date	Recording	County	State
101590	SE FORT WORTH	ERETA H PIERCE	DALE PROPERTY SERVICES, LLC	11/12/07	D207433399	TARRANT	TEXAS
101592	SE FORT WORTH	ERETA H PIERCE	DALE PROPERTY SERVICES, LLC	11/13/07	D207433436	TARRANT	TEXAS
101594	SE FORT WORTH	LULAREAN HAYWARD	DALE PROPERTY SERVICES, LLC	11/15/07	D207433435	TARRANT	TEXAS
101595	SE FORT WORTH	SAMUEL D & PATRICIA F JOHNSON	DALE PROPERTY SERVICES, LLC	11/15/07	D207433434	TARRANT	TEXAS
101596	SE FORT WORTH	ENRIQUE & VENERANDA TELLES	DALE PROPERTY SERVICES, LLC	11/20/07	D207433431	TARRANT	TEXAS
101597	GLOBAL MISC	HAZEL YOST	DALE PROPERTY SERVICES, LLC	10/23/07	D207431807	TARRANT	TEXAS
101598	SE FORT WORTH	LUIS M CABRAL ALVAREZ & LUZ E MARTINEZ	DALE PROPERTY SERVICES, LLC	11/20/07	D207433409	TARRANT	TEXAS
101599	SE FORT WORTH	KARL K KNOX	DALE PROPERTY SERVICES, LLC	11/01/07	D207433405	TARRANT	TEXAS
101601	SE FORT WORTH	FABIAN PEREZ CARMONA & AURORA R PEREZ	DALE PROPERTY SERVICES, LLC	11/07/07	D207433403	TARRANT	TEXAS
101602	SE FORT WORTH	RAUL MACIAS	DALE PROPERTY SERVICES, LLC	10/19/07	D207433401	TARRANT	TEXAS
101603	SE FORT WORTH	LEONARDO G MUNOZ	DALE PROPERTY SERVICES, LLC	09/22/07	D207433398	TARRANT	TEXAS
101604	SE FORT WORTH	HAROLD & NORMA J FRANKLIN	DALE PROPERTY SERVICES, LLC	11/09/07	D207431535	TARRANT	TEXAS
101605	WEST FORK	ANTHONY COLE	DALE PROPERTY SERVICES, LLC	11/14/07	D207431226	TARRANT	TEXAS
101606	SE FORT WORTH	GENARO MENDEZ JR	DALE PROPERTY SERVICES, LLC	11/13/07	D207431225	TARRANT	TEXAS
101607	SE FORT WORTH	MARIA REYES	DALE PROPERTY SERVICES, LLC	10/15/07	D207431209	TARRANT	TEXAS
101612	SE FORT WORTH	BRENDA & DUANE FRANKLIN	DALE PROPERTY SERVICES, LLC	11/27/07	D207435665	TARRANT	TEXAS
101613	SE FORT WORTH	JAMES D & WILLIE J DOUGLAS	DALE PROPERTY SERVICES, LLC	11/27/07	D207435664	TARRANT	TEXAS
101614	SE FORT WORTH	LUPE LEDESMA & ADAN ANCHONDO	DALE PROPERTY SERVICES, LLC	11/27/07	D207435663	TARRANT	TEXAS
101615	SE FORT WORTH	CARL & SELMA WINDOM	DALE PROPERTY SERVICES, LLC	11/20/07	D207435662	TARRANT	TEXAS
101616	GLOBAL MISC	GURJIT SINGH & NARINDERJIT KAUR	DALE PROPERTY SERVICES, LLC	12/03/07	D207437752	TARRANT	TEXAS
101617	GLOBAL MISC	VENNETTE L MCKINZIE	DALE PROPERTY SERVICES, LLC	11/26/07	D207437753	TARRANT	TEXAS
101618	GLOBAL MISC	REYNALDA SAUCEDA & ALFONSO PAREDES	DALE PROPERTY SERVICES, LLC	11/20/07	D207437754	TARRANT	TEXAS
101619	GLOBAL MISC	MARTIN W FOSTER	DALE PROPERTY SERVICES, LLC	11/26/07	D207437755	TARRANT	TEXAS
101620	WEST FORK	VICTOR M PEREZ & AWILDA NIEVES	DALE PROPERTY SERVICES, LLC	11/28/07	D207437756	TARRANT	TEXAS
101621	WEST GATEWAY	101 BUILDING LLC	DALE PROPERTY SERVICES, LLC	11/28/07	D207437757	TARRANT	TEXAS
101622	WEST FORK	JASON & MISTY JOHNSON	DALE PROPERTY SERVICES, LLC	11/27/07	D207437758	TARRANT	TEXAS
101623	WEST FORK	ERIC M & ROSE ANN VAN DYKE	DALE PROPERTY SERVICES, LLC	11/01/07	D207437044	TARRANT	TEXAS
101624	GLOBAL MISC	JAMES MICHAEL & JOANN MURPHY	DALE PROPERTY SERVICES, LLC	11/28/07	D207437045	TARRANT	TEXAS
101625	GLOBAL MISC	RICARDO MURILLO	DALE PROPERTY SERVICES, LLC	11/28/07	D207437046	TARRANT	TEXAS
101626	WEST FORK	RICK VELA	DALE PROPERTY SERVICES, LLC	11/26/07	D207437047	TARRANT	TEXAS
101627	WEST FORK	1928 YUCCA TRAIL LAND TRUST	DALE PROPERTY SERVICES, LLC	10/10/07	D207437048	TARRANT	TEXAS
101628	WEST FORK	BONNIE J MORTON & APRIL MORTON	DALE PROPERTY SERVICES, LLC	11/29/07	D207437049	TARRANT	TEXAS
101629	WEST FORK	SHARON A FROEDGE	DALE PROPERTY SERVICES, LLC	10/30/07	D207437050	TARRANT	TEXAS
101630	GLOBAL MISC	JERRY MCDOWELL	DALE PROPERTY SERVICES, LLC	11/27/07	D207437051	TARRANT	TEXAS
101631	GLOBAL MISC	JEFFREY L YI	DALE PROPERTY SERVICES, LLC	11/09/07	D207437052	TARRANT	TEXAS
101632	GLOBAL MISC	LARRY E & CONNIE L HENRY	DALE PROPERTY SERVICES, LLC	11/24/07	D207437053	TARRANT	TEXAS
101633	SE FORT WORTH	GLORIA A SOLIS	DALE PROPERTY SERVICES, LLC	11/28/07	D207435664	TARRANT	TEXAS
101634	SE FORT WORTH	JAIME & JUANA ALANIS	DALE PROPERTY SERVICES, LLC	11/10/07	D207435620	TARRANT	TEXAS
101635	GLOBAL MISC	WAL-MART REAL ESTATE BUSINESS TRUST	DALE PROPERTY SERVICES, LLC	11/01/07	D207438520	TARRANT	TEXAS
101636	SE FORT WORTH	MARION & MARINA WILLINGHAM	DALE PROPERTY SERVICES, LLC	11/29/07	D207435653	TARRANT	TEXAS
101637	GLOBAL MISC	IKE & CATHEY GRAVES	DALE PROPERTY SERVICES, LLC	11/27/07	D207439182	TARRANT	TEXAS

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Lease ID	Area	Lessor	Lessee	LeaseDate	Recording Data	County	State
58587	WEST FORK	EVERETT R SUTTON	DALE RESOURCES, L.L.C.	12/7/2006	D207048890	Tarrant	Texas
58592	WEST FORK	JOHN HERRING	DALE RESOURCES, L.L.C.	12/14/2006	D207048891	Tarrant	Texas
58616	WEST FORK	ADELLE ANN PAUL	DALE RESOURCES, L.L.C.	12/21/2006	D207018275	Tarrant	Texas
58639	WEST FORK	BRENT & SAMANTHA HAMILTON	DALE RESOURCES, L.L.C.	12/17/2006	D207049745	Tarrant	Texas
58718	WEST FORK	JOSE & DELIA VILLALPANDO	DALE PROPERTY SERVICES, LLC	1/4/2007	D207041993	Tarrant	Texas
58748	WEST FORK	JOSE L & MARIA A LOPEZ	DALE PROPERTY SERVICES, LLC	1/5/2007	D207041995	Tarrant	Texas
58837	WEST FORK	MARK T & STEPHANIE WAUGH	DALE RESOURCES, L.L.C.	11/20/2006	D207051818	Tarrant	Texas
58843	WEST FORK	ANTONIO & LYDIA RAMIREZ	DALE RESOURCES, L.L.C.	12/21/2006	D207050094	Tarrant	Texas
58847	WEST FORK	DWIGHT D PETERSON	DALE PROPERTY SERVICES, LLC	1/26/2007	D207050155	Tarrant	Texas
58853	WEST FORK	BILL WILLIAM CORONA	DALE PROPERTY SERVICES, LLC	1/23/2007	D207048673	Tarrant	Texas
58858	WEST FORK	IDA M SMITH	DALE PROPERTY SERVICES, LLC	1/31/2007	D207050084	Tarrant	Texas
58860	WEST FORK	SUE HULSEY	DALE PROPERTY SERVICES, LLC	1/31/2007	D207050085	Tarrant	Texas
58862	WEST FORK	GEORGE & SHARRON BEACH	DALE RESOURCES, L.L.C.	1/10/2007	D207050086	Tarrant	Texas
58969	WEST FORK	DARRIN & SHAUNA RADKE	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051364	Tarrant	Texas
58974	WEST FORK	MAXINE MCLEMORE	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051365	Tarrant	Texas
59024	WEST FORK	NANCY D HILL	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051311	Tarrant	Texas
59026	WEST FORK	TOMMY & LA DELL PERDUE	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051313	Tarrant	Texas
59030	WEST FORK	DAVID MCLEOD	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051314	Tarrant	Texas
59033	WEST FORK	ELMER MILNER	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051315	Tarrant	Texas
59036	WEST FORK	JOSE & CARMEN APARICIO	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051317	Tarrant	Texas
59039	WEST FORK	ROMUALDO & HERLINDA RAMIREZ	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051319	Tarrant	Texas
59043	WEST FORK	KEVIN & ANNETTE BROOM	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051321	Tarrant	Texas
59047	WEST FORK	MELISSA M SMITH	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051320	Tarrant	Texas
59069	WEST FORK	DEBORAH PARKS	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051322	Tarrant	Texas
59073	WEST FORK	REBECCA & LUCY SILVA	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051323	Tarrant	Texas
59076	WEST FORK	THOMAS & ALENE PARSONS	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051325	Tarrant	Texas
59080	WEST FORK	BETTY J TURNER	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051318	Tarrant	Texas
59084	WEST FORK	SCOTT T & PAMELA A MCKENZIE	DALE RESOURCES, L.L.C.	12/27/2006	D207018553	Tarrant	Texas
59091	WEST FORK	RICARDO & GABRIELA FLORES	DALE PROPERTY SERVICES, LLC	1/2/2007	D207018310	Tarrant	Texas
59094	WEST FORK	ANDRES GOMEZ	DALE PROPERTY SERVICES, LLC	12/29/2006	D207018311	Tarrant	Texas
59096	WEST FORK	ROSA M MAR	DALE PROPERTY SERVICES, LLC	12/28/2006	D207018312	Tarrant	Texas
59137	WEST FORK	JODIE L & KATHY BLACK	DALE PROPERTY SERVICES, LLC	12/31/2006	D207025675	Tarrant	Texas
59152	WEST FORK	STEVEN & BARBARA HOWARD	DALE PROPERTY SERVICES, LLC	1/29/2007	D207050087	Tarrant	Texas
59165	WEST FORK	ELIZABETH & RON FANNING	DALE PROPERTY SERVICES, LLC	1/18/2007	D207050088	Tarrant	Texas
59179	WEST FORK	DOUBLE K CATTLE RANCH, LLC	DALE PROPERTY SERVICES, LLC	12/30/2006	D207018313	Tarrant	Texas
59208	WEST FORK	RICHARD WOODS	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051312	Tarrant	Texas
59211	WEST FORK	ETHEL WILLIAMS	DALE PROPERTY SERVICES, LLC	1/26/2007	D207051324	Tarrant	Texas
59255	WEST FORK	MARION IRENE SPRUILL	DALE RESOURCES, L.L.C.	11/17/2006	D207053944	Tarrant	Texas
59258	WEST FORK	JUNE HEAD, FOR EDNA DOUGHERTY	DALE PROPERTY SERVICES, LLC	2/7/2007	D207053946	Tarrant	Texas
59259	WEST FORK	BILLIE M SMITH	DALE PROPERTY SERVICES, LLC	1/22/2007	D207053947	Tarrant	Texas

EXHIBIT "A"  
TO CONVEYANCE

Lease ID	Area	Lessor	Lessee	LeaseDate	Recording Date	County	State
55358	WEST FORK	LAVINA MARIE WILDER	DALE PROPERTY SERVICES, LLC	1/23/2007	D207028611	Tarrant	Texas
55360	WEST FORK	SYBIL F HOWARD	DALE PROPERTY SERVICES, LLC	1/13/2007	D207028612	Tarrant	Texas
55361	PIONEER PARKWAY	RICHARD & SUSAN BOWDEN	DALE RESOURCES, L.L.C.	1/19/2007	D207025629	Tarrant	Texas
55369	WEST FORK	HAGGARD	DALE RESOURCES, L.L.C.	1/15/2007	D207025632	Tarrant	Texas
55379	WEST FORK	INA MAE PALMER	DALE PROPERTY SERVICES, LLC	1/16/2007	D207025634	Tarrant	Texas
55381	WEST FORK	SCOTT MOON	DALE PROPERTY SERVICES, LLC	12/14/2006	D207029011	Tarrant	Texas
55388	WEST FORK	DIANE JACKSON YOUNG	DALE PROPERTY SERVICES, LLC	1/11/2007	D207025635	Tarrant	Texas
55393	WEST FORK	PETER MOORE	DALE PROPERTY SERVICES, LLC	1/11/2007	D207025637	Tarrant	Texas
55394	WEST FORK	DAVID HATALA	DALE PROPERTY SERVICES, LLC	1/12/2007	D207025638	Tarrant	Texas
55398	WEST FORK	LOYD & VALLY JACKSON	DALE PROPERTY SERVICES, LLC	12/14/2006	D207029012	Tarrant	Texas
55400	WEST FORK	LAWRENCE CRINER	DALE PROPERTY SERVICES, LLC	1/15/2007	D207025677	Tarrant	Texas
55403	WEST FORK	CLINCEZE & NAKENYA JONES	DALE PROPERTY SERVICES, LLC	1/15/2007	D207025638	Tarrant	Texas
55407	PIONEER PARKWAY	DOROTHEA J & MARIO CORDOVA	DALE RESOURCES, L.L.C.	11/4/2006	D207028623	Tarrant	Texas
55409	WEST FORK	STEPHEN & GEORGINA BUTCHER	DALE PROPERTY SERVICES, LLC	12/14/2006	D207029013	Tarrant	Texas
55414	WEST FORK	HALBERT ALDRIDGE	DALE PROPERTY SERVICES, LLC	1/16/2007	D207025639	Tarrant	Texas
55415	WEST FORK	LANG NGUYEN	DALE PROPERTY SERVICES, LLC	1/11/2007	D207028666	Tarrant	Texas
55417	PIONEER PARKWAY	LETICIA B CORDOVA	DALE RESOURCES, L.L.C.	11/4/2006	D207028624	Tarrant	Texas
55420	WEST FORK	JOE V & LINDA L WADE	DALE RESOURCES, L.L.C.	12/19/2006	D207022932	Tarrant	Texas
55421	WEST FORK	ZDANCEWICZ	DALE PROPERTY SERVICES, LLC	1/9/2007	D207028665	Tarrant	Texas
55425	WEST FORK	SYBIL F HOWARD	DALE PROPERTY SERVICES, LLC	1/23/2007	D207028625	Tarrant	Texas
55426	WEST FORK	SHIRLEY A BOBO	DALE RESOURCES, L.L.C.	12/19/2006	D207022933	Tarrant	Texas
55427	WEST FORK	KEITH DUANE WILLIAMS & RUTH ANN	DALE PROPERTY SERVICES, LLC	1/9/2007	D207028664	Tarrant	Texas
55428	WEST FORK	FREDRICK & TWINKLE STUBBS	DALE PROPERTY SERVICES, LLC	1/15/2007	D207025640	Tarrant	Texas
55431	WEST FORK	CLINT & CAROL MAYO	DALE PROPERTY SERVICES, LLC	1/12/2007	D207028663	Tarrant	Texas
55434	WEST FORK	NICK & CHANTHALA DOMIKA	DALE PROPERTY SERVICES, LLC	1/17/2007	D207025641	Tarrant	Texas
55437	WEST FORK	KENNETH T BRIDGES	DALE PROPERTY SERVICES, LLC	1/22/2007	D207028626	Tarrant	Texas
55439	WEST FORK	JAMES WARREN & EARLENE GLASS	DALE PROPERTY SERVICES, LLC	1/9/2007	D207028662	Tarrant	Texas
55441	WEST FORK	JOE B MOAK JR	DALE RESOURCES, L.L.C.	11/16/2006	D207025622	Tarrant	Texas
55442	WEST FORK	JERRED & LISA SCROGGINS	DALE PROPERTY SERVICES, LLC	1/23/2007	D207028627	Tarrant	Texas
55446	WEST FORK	MARY R SANTOS	DALE PROPERTY SERVICES, LLC	1/15/2007	D207025642	Tarrant	Texas
55451	WEST FORK	FRANK & MARY FERNANDEZ	DALE PROPERTY SERVICES, LLC	1/9/2007	D207025643	Tarrant	Texas
55454	WEST FORK	SAM & EILEEN ARCURI	DALE RESOURCES, L.L.C.	12/6/2006	D207025621	Tarrant	Texas
55458	WEST FORK	BETTY BROOK LIGON	DALE PROPERTY SERVICES, LLC	1/11/2007	D207028660	Tarrant	Texas
55472	WEST FORK	JOHN & ROBBIE BUSBY	DALE RESOURCES, L.L.C.	12/14/2006	D207025619	Tarrant	Texas
55481	WEST FORK	AMIT DIGGIKAR & DEEPTHI R REDDY	DALE PROPERTY SERVICES, LLC	1/12/2007	D207025644	Tarrant	Texas
55485	WEST FORK	JACK W WOODRUFF	DALE RESOURCES, L.L.C.	12/7/2006	D207025618	Tarrant	Texas
55489	WEST FORK	BANKIM J & INDU B SHAH	DALE PROPERTY SERVICES, LLC	1/18/2007	D207025645	Tarrant	Texas
55494	WEST FORK	LINDA CARAM	DALE RESOURCES, L.L.C.	12/19/2006	D207029833	Tarrant	Texas
55500	WEST FORK	WILLIAM & FRANCES BURRELL	DALE RESOURCES, L.L.C.	12/22/2006	D207029834	Tarrant	Texas
55501	WEST FORK	BILLIE JOE ALLEN	DALE PROPERTY SERVICES, LLC	1/19/2007	D207025646	Tarrant	Texas

7.

File No. MF110599

Assignment

Date Filed: 2/10/10

Jerry Patterson, Commissioner

By [Signature]



March 4, 2010

David Gross  
Gross & Nelson  
12400 Hwy. 71 West, Suite 350-230  
Austin, Texas 78738

Re: Railroad Commission of Texas Oil & Gas Docket No. 09-0264211; Application of XTO Energy Inc. Pursuant to the Mineral Interest Pooling Act for its TWU "A" Unit, Newark, E. (Barnett Shale) Field, Tarrant County, Texas.

Railroad Commission of Texas Oil & Gas Docket No. 09-0264210; Application of XTO Energy Inc. Pursuant to the Mineral Interest Pooling Act for its TWU "B" Unit, Newark, E. (Barnett Shale) Field, Tarrant County, Texas.

Dear Mr. Gross:

I am writing to you in your capacity as Counsel for XTO Energy Inc. ("XTO"), Applicant in the two referenced Mineral Interest Pooling Act ("MIPA") pooling applications, which are pending before the Texas Railroad Commission ("Commission").

In the TWU "A" application XTO proposes the formation of a 232.01 acre involuntarily pooled unit. The "A" unit would include 18.6648 acres of State of Texas right of way. The proposed TWU "B" involuntarily pooled unit would consist of a total of 319.15 acres. The "B" Unit would include 13.1953 acres of State of Texas right of way.

MIPA § 102.004(d) provides that lands in which the State of Texas owns an interest can only be pooled with the approval or consent of the Commissioner of the General Land Office or any board having jurisdiction. On behalf of XTO you requested that the School Land Board ("Board") consent to MIPA pooling of the two rights of way mentioned above into the proposed TWU "A" and "B" pooled units.

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

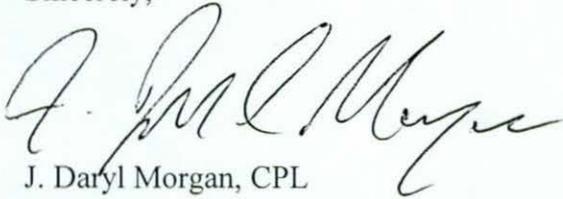
512-463-5001 • 800-998-4GLO

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

At the February 23, 2010 meeting of the Board, GLO Staff presented your MIPA pooling consent requests as regular agenda items. The Board granted its consent to MIPA involuntary pooling of these two rights of way into the TWU "A" and "B" units, as they are described above and in the two referenced Commission dockets. This letter will constitute proof of the Board's consent to MIPA pooling of these rights of way.

Please contact me if I can provide you with any additional information. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Daryl Morgan". The signature is fluid and cursive, with a large initial "J" and "M".

J. Daryl Morgan, CPL  
Energy Resources Division  
(512) 305-9106

8.

File No. MF 110599

No letter

Date Filed: 3/4/10

Jerry Patterson, Commissioner

By [Signature]



# MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

---

**DATE:** February 23, 2010

MF - 110599

**TO:** School Land Board

**FROM:** Peter A. Boone

**SUBJECT:** Request by XTO Energy Inc. to proceed at the Railroad Commission under the Mineral Interest Pooling Act to include the State Lease MF110599, 18.6648 acres of Lancaster Avenue and Beach Street, Block 3, Lot 6, Tandy Addition, and Block 48, Lot 1 of Sycamore Heights Addition, City of Ft. Worth, Tarrant County, Texas, in the proposed TWU A Pooled Unit.

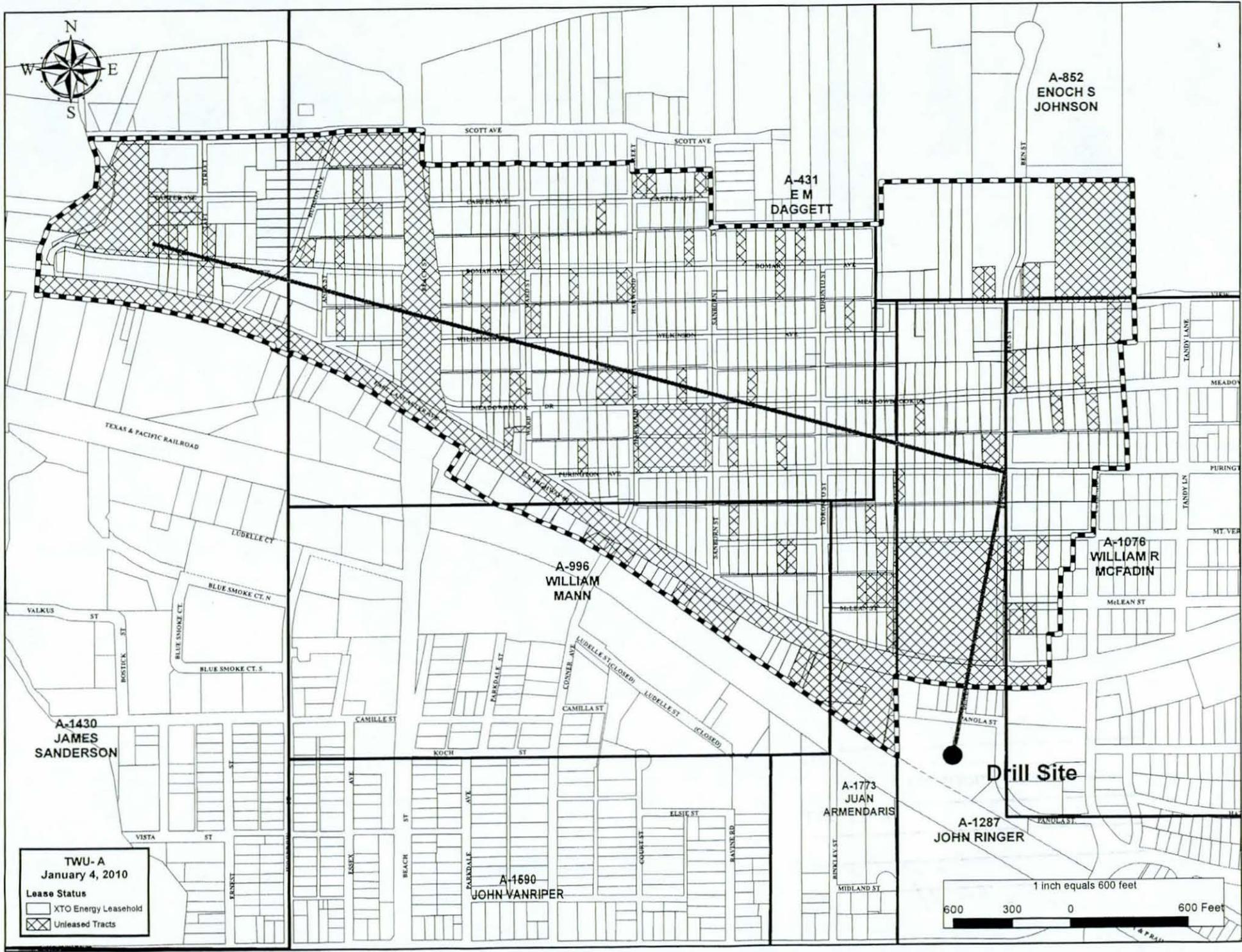
XTO Energy Inc. is requesting School Land Board permission under the Texas Natural Resources Code Chapter 102, the Mineral Interest Pooling Act (MIPA), to proceed at the Railroad Commission to include 18.6648 acres of Lancaster Avenue and Beach Street, Block 3, Lot 6, Tandy Addition, and Block 48, Lot 1 of Sycamore Heights Addition, City of Ft. Worth, Tarrant County, Texas, in the proposed TWU A Pooled Unit.

Texas Natural Resources Code §102.004 (d) states: "With the approval or consent first obtained, or at the instance of the Commissioner of the General Land Office, or any board or agency having jurisdiction, the land in which the State of Texas has an interest as described in this chapter may be pooled under the provisions of this chapter."

At this time there are leases on 541 tracts which together make up 167.1596 acres of the proposed 232.01 acre TWU A Unit. The remaining 99 tracts are unleased. XTO has extended fair and reasonable voluntary pooling offers to the owners of all unleased and/or unpooled interests within the unit. Those owners have refused to voluntarily pool their interests or have not responded to those pooling offers.

RECOMMENDATION:

Staff recommends Board approval of the request by XTO to pursue, under the Mineral Interest Pooling Act, inclusion of State Lease MF110599 into the proposed TWU A Pooled Unit.



A-852  
ENOCH S  
JOHNSON

A-431  
E M  
DAGGETT

A-996  
WILLIAM  
MANN

A-1076  
WILLIAM R  
MCFADIN

A-1430  
JAMES  
SANDERSON

A-1773  
JUAN  
ARMENDARIS

A-1287  
JOHN RINGER

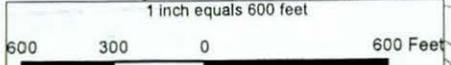
A-1690  
JOHN VANRIPER

Drill Site

**TWU - A**  
January 4, 2010

**Lease Status**

- XTO Energy Leasehold
- Unleased Tracts



TEXAS & PACIFIC RAILROAD

SCOTT AVE

CHRISPER AVE

COMAR AVE

WILKINSON ST

MEADOWS COOK LN

HURTHORN AVE

LUDELLE ST

CAMILLA ST

KOCH ST

VISTA ST

PERNETT

BEACH ST

PARADIALE AVE

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ROHM AVE

WILKINSON ST

WILKINSON ST

MEADOWS COOK LN

9.

File No. MF-110599  
Request for RRC Pooling

Date Filed: 2/23/2010

Jerry E. Patterson, Commissioner

By JEP



May 19, 2010

Mr. Drew Reid  
Commissioner of the General Land Office  
P.O. Box 12873  
Austin, TX 78711-2873

RE: Relinquishment Act Lease – MF-110291  
610.8 acres, being all of Sec. 18, Blk. 10, A-1514  
Dimmit Co., TX

Dear Mr. Reid:

In accordance with the terms of the subject lease, enclosed for your files are copies of the following regarding the South Spur State #2H Well:

Railroad Commission of Texas Form W-1  
Railroad Commission of Texas Permit  
Texas Commission on Environmental Quality Permit  
Well Plat

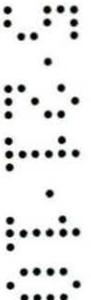
If you have any questions, please contact me at 832/636-2617.

Sincerely,

Mardelle Foley  
Sr. Staff Land Analyst

/mf

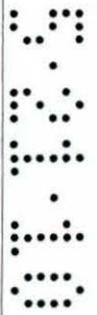
Enclosures



**RAILROAD COMMISSION OF TEXAS**  
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 695374	DATE PERMIT ISSUED OR AMENDED May 04, 2010	DISTRICT * 01		
API NUMBER 42-127-33686	FORM W-1 RECEIVED May 03, 2010	COUNTY DIMMIT		
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 610.8		
OPERATOR ANADARKO E&P COMPANY LP	020542	NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (210) 227-1313		
LEASE NAME SOUTH SPUR STATE	WELL NUMBER 2H			
LOCATION 10.5 miles SW direction from CARRIZOSPRING	TOTAL DEPTH 7500			
Section, Block and/or Survey SECTION ◀ 18                      BLOCK ◀ 10                      ABSTRACT ◀ 1514 SURVEY ◀ TWNG RR CO/BELL, L				
DISTANCE TO SURVEY LINES 322 ft. N    1469 ft. W		DISTANCE TO NEAREST LEASE LINE 100 ft.		
DISTANCE TO LEASE LINES 322 ft. N    1469 ft. W		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below		
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *				
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE	WELL # NEAREST WE	DIST
BRISCOE RANCH (EAGLEFORD) SOUTH SPUR STATE	610.80 100	7,500	2H 1138	01
WELLBORE PROFILE(s) FOR FIELD: Horizontal				
RESTRICTIONS:    Lateral: TH1 Penetration Point Location Lease Lines:        1503.0 F N L 1705.0 F W L Terminus Location Lease Lines:        100.0 F S L 1705.0 F W L Survey Lines:       100.0 F S L 1705.0 F W L				
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS				
This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.				



# Railroad Commission of Texas

## PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

### CONDITIONS AND INSTRUCTIONS

**Permit Invalidation.** It is the operator's responsibility to make sure that the permitted location complies with Commission density and spacing rules in effect on the spud date. The permit becomes invalid automatically if, because of a field rule change or the drilling of another well, the stated location is not in compliance with Commission field rules on the spud date. If this occurs, application for an exception to Statewide Rules 37 and 38 must be made and a special permit granted prior to spudding. Failure to do so may result in an allowable not being assigned and/or enforcement procedures being initiated.

**Permit expiration.** This permit expires two (2) years from the date of issuance shown on the original permit. The permit period will not be extended.

**Drilling Permit Number.** The drilling permit number shown on the permit MUST be given as a reference with any notification to the district (see below), correspondence, or application concerning this permit.

**Rule 37 Exception Permits.** This Statewide Rule 37 exception permit is granted under either provision Rule 37 (h)(2)(A) or 37(h)(2)(B). Be advised that a permit granted under Rule 37(h)(2)(A), notice of application, is subject to the General Rules of Practice and Procedures and if a protest is received under Section 1.3, "Filing of Documents," and/or Section 1.4, "Computation of Time," the permit may be deemed invalid.

#### Before Drilling

**Fresh Water Sand Protection.** The operator must set and cement sufficient surface casing to protect all usable-quality water, as defined by the Texas Commission on Environmental Quality (TCEQ). Before drilling a well, the operator must obtain a letter from the Texas Commission on Environmental Quality stating the depth to which water needs protection. Write: Texas Commission on Environmental Quality (Surface Casing-MC151), P.O. Box 13087, Austin, TX 78711-3087. File a copy of the letter with the appropriate district office.

#### During Drilling

**Permit at Drilling Site.** A copy of the Form W-1 Drilling Permit Application, the location plat, a copy of Statewide Rule 13 alternate surface casing setting depth approval from the district office, if applicable, and this drilling permit must be kept at the permitted well site throughout drilling operations.

**\*Notification of Setting Casing.** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of eight (8) hours prior to the setting of surface casing, intermediate casing, AND production casing. The individual giving notification MUST be able to advise the district office of the drilling permit number.

#### Completion and Plugging Reports

**Producing Well.** Statewide Rule 16 states that the operator of a well shall file with the Commission the appropriate completion report within thirty (30) days after completion of the well or within ninety (90) days after the date on which the drilling operation is completed, whichever is earlier. Completion of the well in a field authorized by this permit voids the permit for all other fields included in the permit unless the operator indicates on the initial completion report that the well is to be a dual or multiple completion and promptly submits an application for multiple completion. All zones are required to be completed before the expiration date on the existing permit. Statewide Rule 40(d) requires that upon successful completion of a well in the same reservoir as any other well previously assigned the same acreage, proration plats and P-15s (if required) must be submitted with no double assignment of acreage.

**Dry or Noncommercial Hole.** Statewide Rule 14(b)(2) prohibits suspension of operations on each dry or non-commercial well without plugging unless the hole is cased and the casing is cemented in compliance with Commission rules. If properly cased, Statewide Rule 14(b)(2) requires that plugging operations must begin within a period of one (1) year after drilling or operations have ceased. Plugging operations must proceed with due diligence until completed. An extension to the one-year plugging requirement may be granted under the provisions stated in Statewide Rule 14(b)(2).

**Intention to Plug.** The operator must file a Form W-3A (Notice of Intention to Plug and Abandon) with the district office at least five (5) days prior to beginning plugging operations. If, however, a drilling rig is already at work on location and ready to begin plugging operations, the district director or the director's delegate may waive this requirement upon request, and verbally approve the proposed plugging procedures.

**\*Notification of Plugging a Dry Hole.** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of four (4) hours prior to beginning plugging operations. The individual giving the notification MUST be able to advise the district office of the drilling permit number and all water protection depths for that location as stated in the Texas Commission on Environmental Quality letter.

#### \*NOTIFICATION

The operator is REQUIRED to notify the district office when setting surface casing, intermediate casing, and production casing, or when plugging a dry hole. Time requirements are given above. The drilling permit number MUST be given with such notifications.

DIRECT INQUIRIES TO: DRILLING PERMIT SECTION, OIL AND GAS DIVISION

PHONE  
(512) 463-6751

MAIL:  
PO Box 12967  
Austin, Texas, 78711-2967

API No. <u>42-127-33686</u> Drilling Permit # <u>695374</u> SWR Exception Case/Docket No. _____	<b>RAILROAD COMMISSION OF TEXAS</b> <b>OIL &amp; GAS DIVISION</b> <b>APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER</b> <i>This facsimile W-1 was generated electronically from data submitted to the RRC.</i> <i>A certification of the automated data is available in the RRC's Austin office.</i>	 Permit Status: <b>Approved</b>
1. RRC Operator No. <u>020542</u>	2. Operator's Name (as shown on form P-5, Organization Report) <u>ANADARKO E&amp;P COMPANY LP</u>	3. Operator Address (include street, city, state, zip):
4. Lease Name <u>SOUTH SPUR STATE</u>	5. Well No. <u>2H</u>	
<b>GENERAL INFORMATION</b>		
6. Purpose of filing (mark ALL appropriate boxes): <input checked="" type="checkbox"/> New Drill <input type="checkbox"/> Recompletion <input type="checkbox"/> Reclass <input type="checkbox"/> Field Transfer <input type="checkbox"/> Re-Enter <input type="checkbox"/> Amended <input type="checkbox"/> Amended as Drilled (BHL) (Also File Form W-1D)		
7. Wellbore Profile (mark ALL appropriate boxes): <input type="checkbox"/> Vertical <input checked="" type="checkbox"/> Horizontal (Also File Form W-1H) <input type="checkbox"/> Directional (Also File Form W-1D) <input type="checkbox"/> Sidetrack		
8. Total Depth <u>7500</u>	9. Do you have the right to develop the minerals under any right-of-way? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>SURFACE LOCATION AND ACREAGE INFORMATION</b>		
11. RRC District No. <u>01</u>	12. County <u>DIMMIT</u>	13. Surface Location <input checked="" type="checkbox"/> Land <input type="checkbox"/> Bay/Estuary <input type="checkbox"/> Inland Waterway <input type="checkbox"/> Offshore
14. This well is to be located <u>10.5</u> miles in a <u>SW</u> direction from <u>CarrizoSpring</u> which is the nearest town in the county of the well site.		
15. Section <u>18</u>	16. Block <u>10</u>	17. Survey <u>TWNG RR CO/BELL, L</u>
	18. Abstract No. <u>A-1514</u>	19. Distance to nearest lease line: <u>100</u> ft.
		20. Number of contiguous acres in lease, pooled unit, or unitized tract: <u>610.8</u>
21. Lease Perpendiculars: <u>322</u> ft from the <u>N</u> line and <u>1469</u> ft from the <u>W</u> line.		
22. Survey Perpendiculars: <u>322</u> ft from the <u>N</u> line and <u>1469</u> ft from the <u>W</u> line.		
23. Is this a pooled unit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	24. Unitization Docket No:	25. Are you applying for Substandard Acreage Field? <input type="checkbox"/> Yes (attach Form W-1A) <input checked="" type="checkbox"/> No
<b>FIELD INFORMATION</b> List all fields of anticipated completion including Wildcat. List one zone per line.		
26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)
29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir
32. Number of Wells on this lease in this Reservoir		
<u>01</u>	<u>12018200</u>	<u>BRISCOE RANCH (EAGLEFORD)</u>
		<u>Oil or Gas Well</u>
	<u>7500</u>	<u>1138.00</u>
		<u>2</u>
<b>BOTTOMHOLE LOCATION INFORMATION</b> is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)		
<b>Remarks</b>  		<b>Certificate:</b> I certify that information stated in this application is true and complete, to the best of my knowledge.
		<u>Diana Smart, Staff Regulatory Analyst</u> <u>May 03, 2010</u> Name of filer    Date submitted <u>(832)6368380</u> <u>diana.smart@anadarko.com</u> Phone    E-mail Address (OPTIONAL)
<b>RRC Use Only</b> Data Validation Time Stamp: <u>May 4, 2010 1:19 PM( Current Version )</u>		

Permit Status: **Approved**  
*The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.*

**RAILROAD COMMISSION OF TEXAS  
 OIL & GAS DIVISION**

**Form W-1H** 07/2004  
 Supplemental Horizontal Well Information

**APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER**

*This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.*

Permit # **695374**  
 Approved Date: **May 04, 2010**

1. RRC Operator No. <b>020542</b>	2. Operator's Name (exactly as shown on form P-5, Organization Report) <b>ANADARKO E&amp;P COMPANY LP</b>	3. Lease Name <b>SOUTH SPUR STATE</b>	4. Well No. <b>2H</b>
--------------------------------------	--	--	--------------------------

**Lateral Drainhole Location Information**

5. Field as shown on Form W-1 **BRISCOE RANCH (EAGLEFORD) (Field # 12018200, RRC District 01)**

6. Section <b>18</b>	7. Block <b>10</b>	8. Survey <b>TWNG RR CO/BELL, L</b>	9. Abstract <b>1514</b>	10. County of BHL <b>DIMMIT</b>
-------------------------	-----------------------	--	----------------------------	------------------------------------

11. Terminus Lease Line Perpendiculars <b>100</b> ft. from the <b>S</b> line. and <b>1705</b> ft. from the <b>W</b> line
12. Terminus Survey Line Perpendiculars <b>100</b> ft. from the <b>S</b> line. and <b>1705</b> ft. from the <b>W</b> line
13. Penetration Point Lease Line Perpendiculars <b>1503</b> ft. from the <b>N</b> line. and <b>1705</b> ft. from the <b>W</b> line



Texas Commission  
on Environmental Quality  
Surface Casing Program

DEPTH OF USABLE-QUALITY GROUND WATER TO BE PROTECTED

Date May 5, 2010

TCEQ File No.: SC- 4696

\*\*\*\*\* EXPEDITED APPLICATION \*\*\*\*\*

API Number 12700000

Attention: DIANA SMART

RRC Lease No. 000000

SC\_020542\_12700000\_000000\_4696.pdf

ANADARKO E&P CO LP  
P O BOX 1330  
HOUSTON TX 77251-1330

--Measured--

1469 ft FWL

322 ft FNL

MRL:SECTION

Digital Map Location:

X-coord/Long 99.93770

Y-coord/Lat 28.37220

Datum 27

Zone

P-5# 020542

County DIMITT

Lease & Well No. SOUTH SPUR STATE #2H

Purpose ND

Location SUR-TWNG,A-1514,BLK-10,SEC-18,--[TD=7500],[RRC 1],

To protect usable-quality ground water at this location, the Texas Commission on Environmental Quality recommends:

Usable-quality water occurs from the land surface to a depth of 950 feet. Moreover, the CARRIZO, which is estimated to occur from 350 feet to 750 feet, contains water of superior quality which must be isolated from water in overlying and underlying beds.

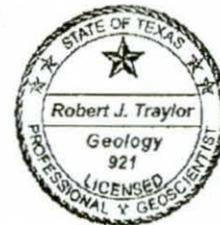
Note. Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. Approval of the well completion methods for protection of this groundwater falls under the jurisdiction of the Railroad Commission of Texas. **This recommendation is intended for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).**

If you have any questions, please contact us at 512-239-0515, [sc@tceq.state.tx.us](mailto:sc@tceq.state.tx.us), or by mail MC-151.

Sincerely,

  
Digitally signed by Robert J Traylor  
DN: c=US, st=Texas, l=Austin,  
cn=Robert J Traylor,  
email=rtraylor@tceq.state.tx.us  
Date: 2010.05.05 11:38:48 -05'00'

GEOLOGIST SEAL

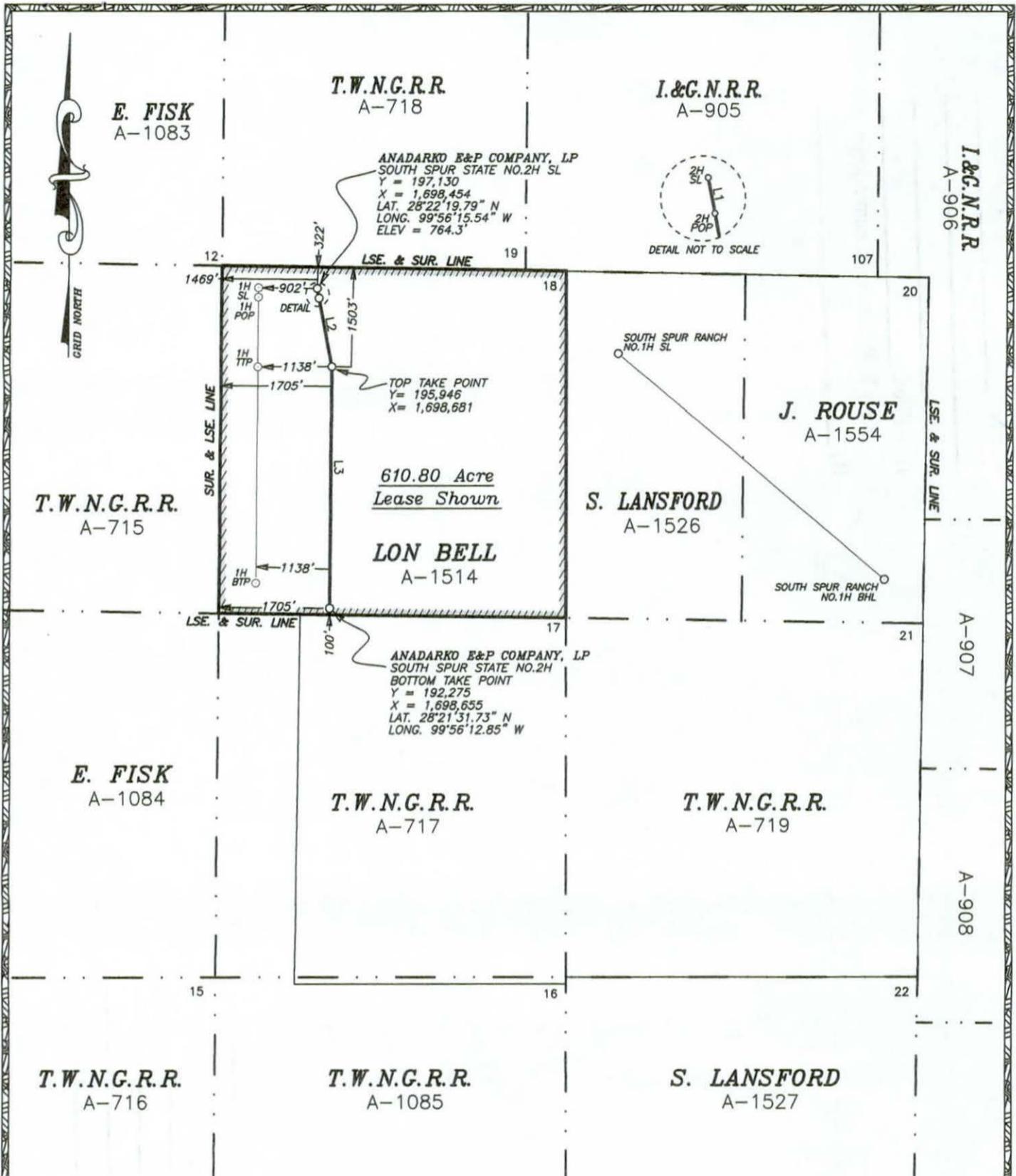


**Robert J. Traylor, P.G.**

Geologist, Surface Casing Team  
Waste Permits Division

The seal appearing on this document was authorized by Robert J. Traylor on 5/5/2010  
Note: Alteration of this electronic document will invalidate the digital signature.





LINE	BEARING	DISTANCE
L1	S 10°52'14" E	149.31'
L2	S 10°52'14" E	1056.78'
L3	S 00°24'19" W	3670.97'



SCALE: 1" = 2000 FEET

**SURVEYOR NOTES:**

- COORDINATES SHOWN ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM TEXAS SOUTH CENTRAL CATARINA (PID A00722) X = 1,790,970.286, Y = 198,327.255
- LATITUDE & LONGITUDE ARE NAD 27 GEOGRAPHIC
- ALL LEASE & TRACT INFORMATION SHOWN HEREON IS DONE SO BY DEED RECORD INFORMATION ONLY AND THE UNDERSIGNED SURVEYOR DOES NOT WARRANT TO THE ACCURACY THEREOF.

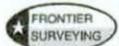
PLOT DATE: 04-29-10 11:30 AM

I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, SHOWING THE SUBJECT LOCATION AS STAKED ON THE GROUND MARCH 29, 2010.

SERGIO Z. CANALES  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 6040



**PLAT OF:**  
A WELL LOCATION FOR:



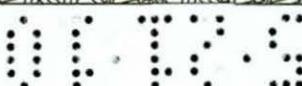
**ANADARKO E&P COMPANY, LP**  
SOUTH SPUR STATE NO.2H

SITUATED THE L. BELL SURVEY,  
A-1514, APPROX. 10.5 MILES  
SOUTHWEST OF CARRIZO SPRINGS  
IN DIMMIT COUNTY, TEXAS

**FRONTIER SURVEYING COMPANY**  
SERVICES: LAND SURVEYING/LOCATIONS/PIPELINES/MAPPING/GPS/GIS  
710 BUFFALO STREET, SUITE 700, CORPUS CHRISTI, TEXAS, 78401  
PHONE: (361) 881 - 8044 FAX: (361) 881 - 8340  
www.frontiersurveying.com

Completion Date: 03/29/10	File Name: 1003081.dwg
Scale: 1" = 2000'	Surveyed by: MW/RA
Drawn by: MT	Checked by: SZC

JOB #: 1003081



File No. MF-110291

Date Filed: \_\_\_\_\_

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

File No. MF-110291  
W-1 And Plat  
API = 42-127-33686  
Date Filed: 5/21/2010  
By JEP  Jerry E. Patterson, Commissioner

