7338 ~~34~~ mc

~~7541~~ 7541

MF110848

State Lease	*Control*	*Base File*	*County*
MF110848	65-902205		TARRANT

Survey	TARRANT COUNTY ROADS		
Block			
Block Name			
Township			
Section/Tract			
Land Part			
Part Description			
Acres	10.471		
Depth Below	*Depth Above*	*Depth Other*	
0	0		
Name	DALE PROPERTY SERVICES, LLC		
Lease Date	5/4/2010		
Primary Term	1 yrs		
Bonus ($)	$26,177.50		
Rental ($)	$0.00		
Lease Royalty	0.2500		

Leasing: BR

Analyst: DR

Maps: JH

GIS: AS

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

-M-
F
F1063828
1
1
0
8
4
8

CONTENTS OF FILE NO. MF- 110848

1. Lease	3/26/10
2. Letter, bonus, + fee	3/26/10
3. Maps	3/26/10
4. Exhibit "A" + Deed	3/26/10
5. Exhibit "B" + Deed	3/26/10
6. Affidavit	3/26/10
7. Lease	3/26/10
8. Gio letter	5/4/10
ASSIGNMENT FILED IN MF-110847 #8.	
WI, #7711.	9/1/10
scanned sm	2/17/15
9. BUCK SLIP FOR UNIT 7236	5-18-15
10. BUCK SLIP FOR UNIT 7338	2-2-15
11. DECLARATION OF POOLED UNIT	2-2-15
12. CORRECTED DECLARATION	2-2-15
13. CORRECTED DECLARATION	2-2-15
14. CORRECTED DECLARATION	2-2-15
15. FIRST AMENDMENT TO DECLARATION	2-2-15
16. BUCK SLIP FOR UNIT 7236	11-19-14
17. DECLARATION OF POOLED UNIT	11-19-14
18. CORRECTED DECLARATION	11-19-14
19. CORRECTED DECLARATION	11-19-14
20. CORRECTED DECLARATION	11-19-14
21. FIRST AMENDMENT TO DECLARATION	11-19-14
22. SECOND AMENDMENT TO DECLARATION	11-19-14
23. THIRD AMENDMENT TO DECLARATION	11-19-14
[redacted] 24. BUCK SLIP FOR UNIT 7541	6-16-15
25. EMAILS RE: AMEND SUBJECT UNIT	6-10-15
26. [redacted] DECLARATION OF POOLED UNIT	6-16-15
27. CORRECTED DECLARATION	6-16-15
28. CORRECTED DECLARATION	6-16-15
29. CORRECTED DECLARATION	6-16-15
30. CORRECTED DECLARATION	6-16-15
31. CORRECTED DECLARATION	6-16-15
[redacted]	
32. 1ST AMENDMENT TO DECLARATION	6-16-15
scanned pf	8-5-15
(See MF 110549 #10 Assign # 09560 Chesapeake to Total	4-12-16)
scanned pf	6-2-16
(See MF 105814 #32, Assign # 1029 Chesapeake et al (40) Total	6-26-17)
scanned pf	7-6-2017
(33) Division Order	5/14/19
(34) Division Order	5/15/19
scanned pf	5-22-2019

The State of Texas

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. MF 110848
GENERAL LAND OFFICE
AUSTIN, TEXAS

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

1. Lessor, in consideration of **Twenty Six Thousand One Hundred Seventy Seven 50/100s ($ 26,177.50)**, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant**, State of Texas, and is described as follows:

> **10.471 acres** of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "C", 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 **10.471 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 **May 4, 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 **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 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 **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, the market value, at the mouth of the well, of **25%** 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 **$ 1200.00**. 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 in which this lease is included and a completed "Highway Right-of-Way Unit Designation Form" which is available on the General Land Office website. Lessee agrees to make such filing within thirty (30) days of the designation being filed of record with the county.**

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

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

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

8. **Notice:** In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. **Force Majeure:** If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the

primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

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

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

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

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

14. **Compensatory Royalty:** Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to double the shut-in, and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. **Forfeiture:** If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false

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

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

JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:
ML: BAM
DC: CLR by RM
CC:

Exhibit A

2.014 acres of land, more or less, lying within East Rosedale Street, and described in the following tracts (Tracts A through Y):

Tract A:
0.074 acres of land, more or less, being part of Lot 1, Block 6, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.074 acres being described by metes and bounds in that certain Deed, dated the 7th day of October, 1935, by and between E.L. Maxwell and wife, Florence A. Maxwell, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1273, Page 191, of the Official Public Records of Tarrant County, Texas.

Tract B:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 16, Block 5, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described as the first tract in that certain Deed, dated the 19th day of September, 1935, by and between Florence A. Maxwell, joined by her husband E.L. Maxwell, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1273, Page 107, of the Official Public Records of Tarrant County, Texas.

Tracts C, D, E & F:
0.456 acres of land, more or less, being strips of land 40 feet wide off the north sides of Lot 1, Block 5, and Lot 16, Block 4, and Lot 1, Block 4, and Lot 1, Block 3, all out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.456 acres being described in that certain Deed, dated the 12th day of September, 1935, by and between Florence A. Maxwell, joined by her husband E.L. Maxwell, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1266, Page 197, of the Official Public Records of Tarrant County, Texas.

Tract G:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 12, Block 2, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described as the second tract in that certain Deed, dated the 19th day of September, 1935, by and between Florence A. Maxwell, joined by her husband E.L. Maxwell, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1273, Page 107, of the Official Public Records of Tarrant County, Texas.

Tract H:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 1, Block 2, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described in that certain Deed, dated the 13th day of September, 1935, by and between Mattie Shaw, a feme sole, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1266, Page 196, of the Official Public Records of Tarrant County, Texas.

Tract I:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 12, Block 1, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described in that certain Executor's Deed, dated the 15th day of October, 1935, by and between Walter Lovell, Executor of the Estate of A. Narracong, Deceased, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1297, Page 53, of the Official Public Records of Tarrant County, Texas.

Tract J:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 1, Block 1, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described in the following two instruments:

1) As to a ½ interest, that certain Deed, dated the 24th day of February, 1936, by and between Loma Hedge et al, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1283, Page 325, of the Official Public Records of Tarrant County, Texas.
2) As to a ½ interest, that certain Deed, dated the 3rd, day of March, 1936, by and between Elmer Hedges, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1275, Page 470, of the Official Public Records of Tarrant County, Texas.

Tract K:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 12, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 26th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 590, of the Official Public Records of Tarrant County, Texas.

Tract L:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 11, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Quit-Claim Deed, dated the 13th day of October, 1941, by and between Clara Boyd et al, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1501, Page 151, of the Official Public Records of Tarrant County, Texas.

Tract M:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 10, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 26th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 598, of the Official Public Records of Tarrant County, Texas.

Tract N:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 9, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 13th day of September, 1935, by and between R.L. Paschal, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1260, Page 144, of the Official Public Records of Tarrant County, Texas.

Tract O:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 8, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Warranty Deed, dated the 5th day of September, 1935, by and between B.L. Letlow, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1266, Page 198, of the Official Public Records of Tarrant County, Texas.

Tract P:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 7, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 26th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 584, of the Official Public Records of Tarrant County, Texas.

Tract Q:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 6, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 26th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 604, of the Official Public Records of Tarrant County, Texas.

Tract R:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 5, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 27th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 576, of the Official Public Records of Tarrant County, Texas.

Tract S:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 4, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 3rd day of August, 1935, by and between Mrs. Orpha Smith and husband, W.B. Smith, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 589, of the Official Public Records of Tarrant County, Texas.

Tract T:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 3, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 3rd day of August, 1935, by and between W.B. Smith and wife, Orpha Smith, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 597, of the Official Public Records of Tarrant County, Texas.

Tract U:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 2, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 24th day of July, 1935, by and between Mrs. T.L. Cooley and husband, T.L. Cooley, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 599, of the Official Public Records of Tarrant County, Texas.

Tract V:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 1, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 3rd day of August, 1935, by and between W.I. Levan and wife, Emma Levan, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 619, of the Official Public Records of Tarrant County, Texas.

Tract W:
0.022 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lots 11 & 12, Block 32, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.022 acres being described in that certain Deed, dated the 27th day of July, 1935, by and between Ed Cheney, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 602, of the Official Public Records of Tarrant County, Texas.

Tract X:
0.640 acres of land, more or less, being a strip of land 40 feet wide off of the southwest corner of a tract of land deeded to the Tarrant Investment Co. by C.F. Seibold, et al, on the 9th day of July, 1934, recorded in Volume 1215, Page 561, said 0.640 acres being more particularly described by metes and bounds in that certain Deed, dated the 27th day of November, 1935, by and between the Fort Worth Independent School District, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1273, Page 598, of the Official Public Records of Tarrant County, Texas.

Tract Y:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 16, Block 3, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, and lying within East Rosedale Street.

Exhibit B

8.457 acres of land, more or less, lying within Mitchell Boulevard, and described in the following tracts (Tracts 1 through 29):

Tract 1:
Called 0.077 acres of land, more or less, being part of Lots 1, 2 & 3, Block 5, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds as Tract No. 2 in that certain Quit-Claim Deed, dated the 24th day of May, 1938, by and between Florence A. Maxwell and husband, E. L. Maxwell, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 1326, Page 551, of the Official Public Records of Tarrant County, Texas.

Tract 2:
Called 0.220 acres of land, more or less, being part of Lots 13, 14, 15 & 16, Block 4, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds as Tract No. 1 in that certain Quit-Claim deed, dated the 24th day of May, 1938, by and between I. A. Pich and wife, Pauline Pich, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 1326, Page 550, of the Official Public Records of Tarrant County, Texas.

Tract 3:
Called 0.377 acres of land, more or less, being part of Lots 9, 10, 11 & 12, Block 4, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds as Tract No. 1 in that certain Quit-Claim Deed, dated the 24th day of May, 1938, by and between Florence A. Maxwell and husband, E. L. Maxwell, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 1326, Page 551, of the Official Public Records of Tarrant County, Texas.

Tract 4:
Called 0.007 acres of land, more or less, being part of Lot 6, Block 4, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds as Tract No. 2 in that certain Quit-Claim deed, dated the 24th day of May, 1938, by and between I. A. Pich and wife, Pauline Pich, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 1326, Page 550, of the Official Public Records of Tarrant County, Texas.

Tract 5:
Called 0.102 acres of land, more or less, being part of Lots 7 & 8, Block 4, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 26th day of May, 1936, by and between Mrs. Gertrude La Croix, a widow, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1287, Page 354, of the Official Public Records of Tarrant County, Texas.

Tract 6:
2.4 acres of land, more or less, being out of the John Ringer Survey, Abstract No. 1286, Tarrant County, Texas, being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 22nd day of April, 1936, by and between Sarah O. Amos, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1285, Page 608, of the Official Public Records of Tarrant County, Texas.

Tract 7:
Called 1.560 acres of land, more or less, being out of the John Ringer Survey, Abstract No. 1286, Tarrant County, Texas, being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 22nd day of April, 1936, by and between C. E. Richardson and wife, Mrs. C. E. Richardson, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1280, Page 382, of the Official Public Records of Tarrant County, Texas.

Tract 8:
3.45 acres of land, more or less, being out of the Alex Thompson Survey, Abstract No. 1499, Tarrant County, Texas, being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 16th day of April, 1936, by and between Belle M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1288, Page 13, of the Official Public Records of Tarrant County, Texas.
SAVE & EXCEPT the following tract:
1.6 acres of land, more or less, being out of the Alex Thompson Survey, Abstract No. 1499, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Quit-Claim Deed, dated the 9th day of March, 1953, by and between Tarrant County, acting through its Commissioners' Court, as Grantor, and Edna Burchill and assigns, as Grantee, recorded in Volume 2538, Page 74, of the Official Public Records of Tarrant County, Texas.
Leaving a net acreage of 1.85 acres of land, more or less.

Tract 9:
0.040 acres of land, more or less, being part of Lots 15, 16, 17 & 18, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.040 acres being more particularly described by metes and bounds as Tract No. 1 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 10:
0.044 acres of land, more or less, being part of Lot 20, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.044 acres being more particularly described by metes and bounds as Tract No. 2 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 11:
0.078 acres of land, more or less, being part of Lot 22, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.078 acres being more particularly described by metes and bounds as Tract No. 3 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 12:
0.056 acres of land, more or less, being part of Lot 28, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.056 acres being more particularly described by metes and bounds as Tract No. 4 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 13:
0.002 acres of land, more or less, being part of Lot 30, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.002 acres being more particularly described by metes and bounds as Tract No. 5 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 14:
0.015 acres of land, more or less, being part of Lot 19, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.015 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between J. H. Stiles and wife, Mrs. J. H. Stiles, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1304, Page 459, of the Official Public Records of Tarrant County, Texas.

Tract 15:
0.097 acres of land, more or less, being part of Lot 23, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.097 acres being more particularly described by metes and bounds in that certain Deed, dated the 21st day of September, 1937, by and between Mrs. Grace Boardman, joined pro forma by her husband, J.P. Boardman, as Grantor, and Tarrant County, a political subdivision of the State of Texas, as Grantee, recorded in Volume 1333, Page 456, of the Official Public Records of Tarrant County, Texas.

Tract 16:
0.155 acres of land, more or less, being all of Lot 24, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.155 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 25th day of April, 1939, by and between W. E. Kistler and Laura Kistler, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1392, Page 35, of the Official Public Records of Tarrant County, Texas.
SAVE & EXCEPT the following tract:
0.038 acres of land, more or less, being part of Lot 24, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.038 acres being more particularly described by metes and bounds in that certain Quit-Claim Deed, dated the 21st day of January, 1960, by and between Tarrant County, acting through its Commissioners' Court, as Grantor, and M.R. Osborn, as Grantee, recorded in Volume 3407, Page 176, of the Official Public Records of Tarrant County, Texas.
Leaving a net acreage of 0.117 acres of land, more or less.

Tract 17:
0.060 acres of land, more or less, being part of Lot 26, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.060 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 21st day of January, 1948, by and between A.D. Bruton, a single man, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1973, Page 266, of the Official Public Records of Tarrant County, Texas.

Tract 18:
0.085 acres of land, more or less, being part of Lot 27, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.085 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 6th day of August, 1937, by and between Kenneth R. Neidholt and wife, Georgia Ann Neidholt, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1342, Page 125, of the Official Public Records of Tarrant County, Texas.

Tract 19:
0.010 acres of land, more or less, being part of Lot 29, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.010 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 5th day of September, 1940, by and between F.E. McLemore, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1442, Page 455, of the Official Public Records of Tarrant County, Texas.

Tract 20:
0.044 acres of land, more or less, being part of Lot 16, Block 7, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.044 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 24th day of October, 1952, by and between G.W. Lowe and wife, Ida Lowe, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 2490, Page 39, of the Official Public Records of Tarrant County, Texas.

Tract 21:
0.025 acres of land, more or less, being part of Lot 16, Block 7, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.025 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 11th day of October, 1937, by and between Roy Amos and wife, Helen Amos, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1344, Page 556, of the Official Public Records of Tarrant County, Texas.

Tract 22:
0.017 acres of land, more or less, being the remainder of Lot 19, Block 5, that lies within Mitchell Boulevard and was not previously conveyed in Tract 14 above, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 23:
0.059 acres of land, more or less, being that portion of Lot 21, Block 5, that lies within Mitchell Boulevard, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 24:
0.125 acres of land, more or less, being that portion of Lot 25, Block 5, that lies within Mitchell Boulevard, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

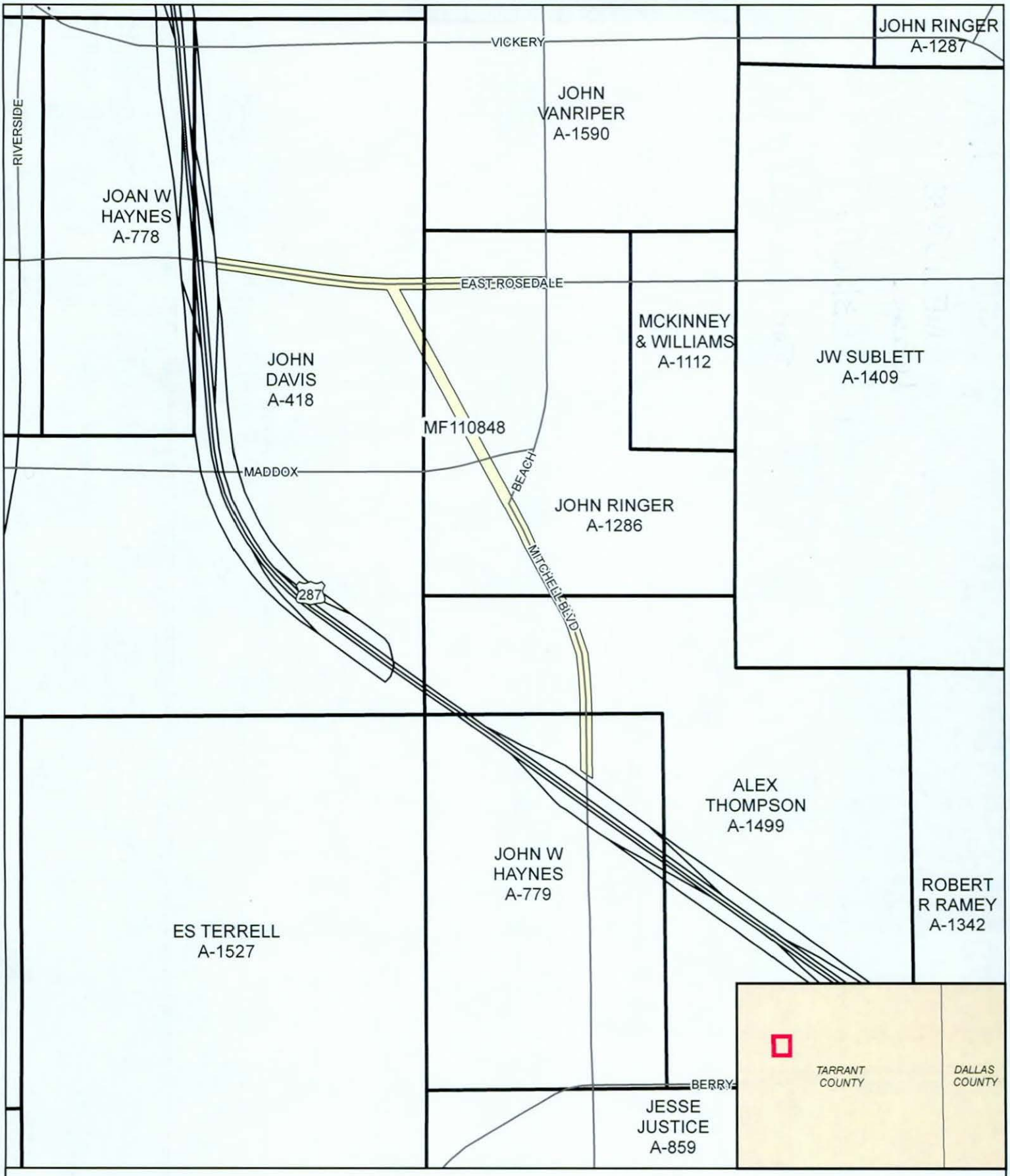
Tract 25:
0.054 acres of land, more or less, being the remainder of Lot 26, Block 5, that lies within Mitchell Boulevard and was not previously conveyed in Tract 17 above, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 26:
0.012 acres of land, more or less, being the remainder of Lot 29, Block 5, that lies within Mitchell Boulevard and was not previously conveyed in Tract 19 above, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 27:
0.014 acres of land, more or less, being that portion of Lot 14, Block 7, that lies within Mitchell Boulevard, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 28:
0.044 acres of land, more or less, being that portion of Lot 15, Block 7, that lies within Mitchell Boulevard, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 29:
0.966 acres of land, more or less, being only the portion of that certain 6.71 acres of land, more or less, that lies within Mitchell Boulevard and north of U.S. Highway No. 287, conveyed in that certain R-O-W Deed, dated the 24th day of March, 1937, by and between William J. Berne, as Grantor, and Tarrant County, acting by and through its Commissioners' Court, as Grantee, recorded in Volume 1323, Page 589, of the Official Public Records of Tarrant County, Texas.



MF110848
Highway Right-of-Way
10.471 Acres
Tarrant County, Texas

1,000 500 0 1,000 Feet

Exhibit C

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this 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 Generated by:
Mark Conway
IS/BAS/GIS
December 2014

1.

File No. MF 110848
Lease

Date Filed: 3/26/10
Jerry E. Patterson, Commissioner

By SSP

DALE PROPERTY SERVICES, L.L.C.

3000 Alta Mesa Boulevard, Suite 300 FORT WORTH, TX 76133 (817) 451-5353

March 11, 2010

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

Have Money
M-110848

25,000.00
1/4
1yr
Shut in 25.00 per AC ?

Re: Application by Dale Property Services, L.L.C. to acquire Oil and Gas Lease covering 10.471 acres, more or less, being the East Rosedale Street R-O-W and Mitchell Boulevard R-O-W, Tarrant County, Texas

Dear Drew:

The City of Fort Worth received the following described land designated as a R-O-W for East Rosedale Street and Mitchell Boulevard:

2.014 acres of land, more or less, lying within East Rosedale Street, and described in Tracts A through Y

8.457 acres of land, more or less, lying within Mitchell Boulevard, and described in Tracts 1 through 29

10.471 total ?

*(See the attached **Exhibit "A"** for full legal descriptions pertaining to East Rosedale Street)*
*(See the attached **Exhibit "B"** for full legal descriptions pertaining to Mitchell Boulevard)*
*(See the attached **Exhibit "C"** for a Map showing the coordinating Tracts)*

Dale Property Services, L.L.C. ("Dale") has researched the aforementioned R-O-W and discovered that the City owns a portion of it. Dale owns oil and gas leases on either side of said R-O-W, and it is necessary for Dale to acquire an oil and gas lease covering the same in order to drill a horizontal well from an off-site location. We therefore request that the State of Texas grant Dale an oil and gas lease covering said land. If granted the lease, Dale will combine this lease with their present leases in a concerted plan of development for the Maddox prospect area.

Dale is currently offering in the range of $1,500-$2,500 per net mineral acre for consideration for other mineral leases in the immediate area of the above described lands. Per our conversation on March 22, 2010 Dale agrees to pay two thousand five hundred dollars ($2,500.00) per net mineral acre for said lease. Both parties have agreed that this per acre consideration is fair and relative to current market prices in the immediate area.

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

Jeremiah P. Mikel
P: 817-507-1877
F: 817-496-3822
jeremiahm@dale-resources.com

01.92.2

DALE OPERATING COMPANY

Check No. 00313220

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
03/22/10	032210		26177.50		26177.50
				TOTAL	26177.50

181

10705973

VersaCheck Form 1000 Classic (01/08)

www.versacheck.com

DALE OPERATING COMPANY

Check No. 00313219

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
03/22/10	032210		100.00		100.00
				TOTAL	100.00

10705972

VersaCheck Form 1000 Classic (01/08)

www.versacheck.com

2.

File No: MF110848

Letter, bonus, + fee

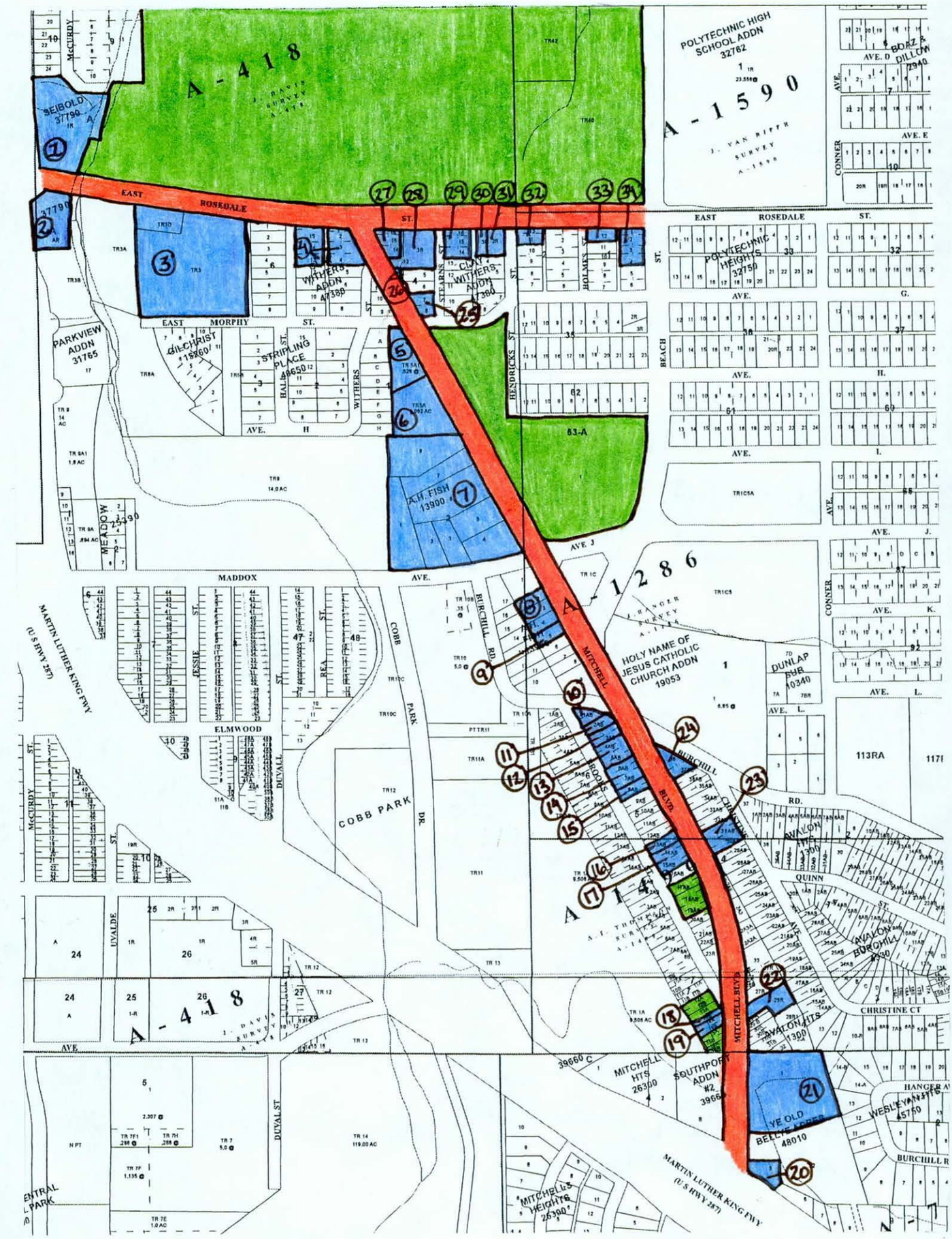
Date Filed: 3/26/10

Jerry Patterson, Commissioner

By

3.30.10

3:26-1


A-418
A-1590
A-1286
A-1144
EAST ROSEDALE ST.
EAST MORPHY ST.
MADDOX AVE.
AVE J
MITCHELL BLVD.
MARTIN LUTHER KING FWY (U.S. HWY 287)
COBB PARK DR.
POLYTECHNIC HIGH SCHOOL ADDN 32762
POLYTECHNIC HEIGHTS 32750
SEIBOLD 37790
PARKVIEW ADDN 31765
GILCHRIST 15860
STRIPLING PLACE 49650
CLAY WITHERS ADDN 47380
A.H. FISH 13900
MEADOW 25390
HOLY NAME OF JESUS CATHOLIC CHURCH ADDN 19053
DUNLAP SUB 10340
AVALON HTS 1300
AVALON HTS 1930
MITCHELL HTS 26300
SOUTHPORT ADDN #2 39660
OLD BELLE ACRES 48010
WESLEY HTS 45750
MITCHELL HEIGHTS 26390
ELMWOOD
CHRISTINE CT
QUINN
BURCHILL RD.
HANGER AVE
1 Dale Leasehold
2 R-O-W
3 Chesapeake Leasehold

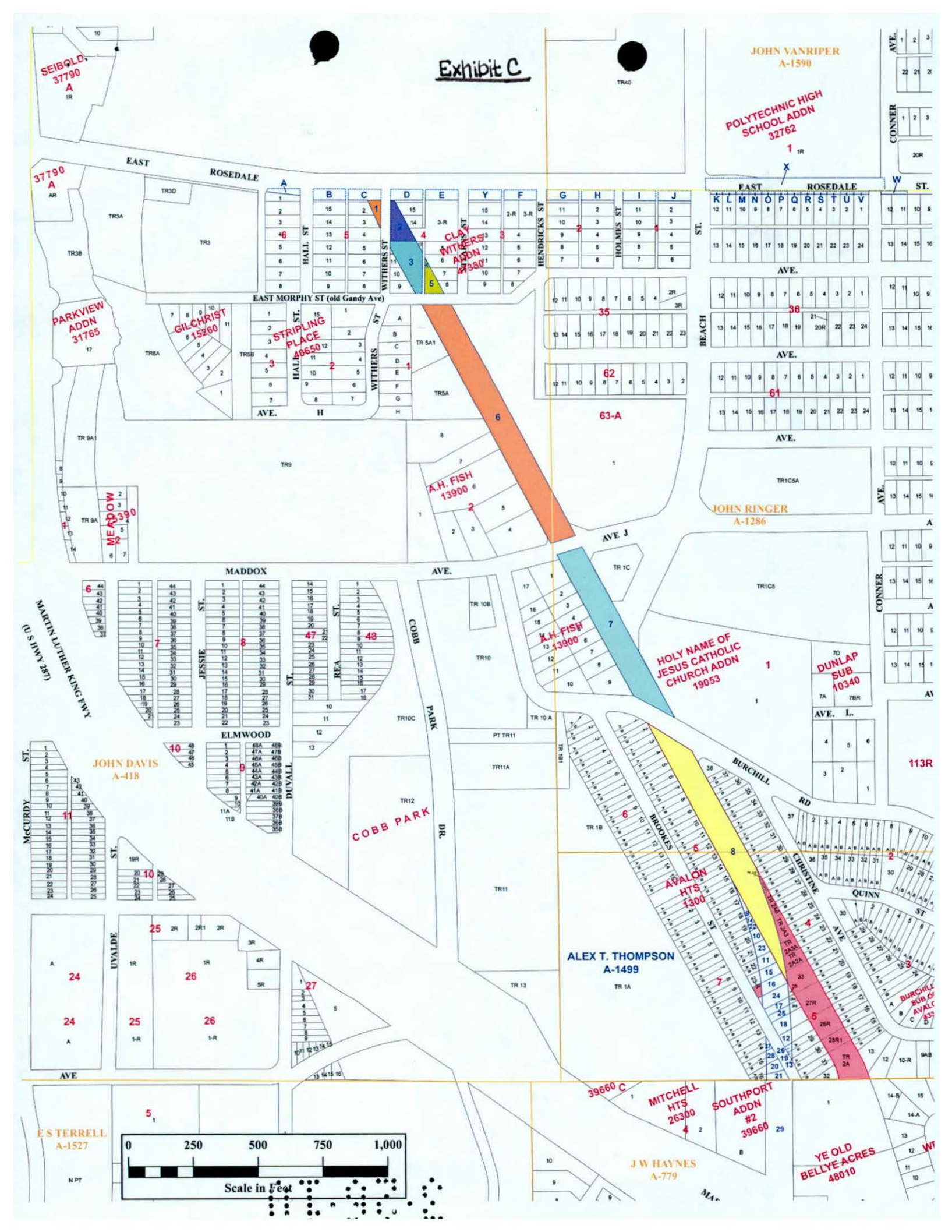


Exhibit C
SEIBOLD
37790
A
1R
EAST ROSEDALE
37790
A
AR
TR3D
TR3A
TR3
TR3B
HALL ST
WITHERS ST
CLAY WITHERS ADDN 47380
HENDRICKS ST
HOLMES ST
JOHN VANRIPER
A-1590
POLYTECHNIC HIGH SCHOOL ADDN
32762
CONNER
EAST ROSEDALE ST
AVE.
BEACH AVE.
EAST MORPHY ST (old Gandy Ave)
PARKVIEW ADDN
31765
GIL CHRIST
15260
STRIPLING PLACE
49650
TR8A
TR5B
TR5A1
TR5A
TR9A1
TR9
MEADOW
33390
A.H. FISH
13900
63-A
JOHN RINGER
A-1286
TR1C5A
MADDOX AVE.
AVE J
TR1C
TR1C5
TR10B
TR10
TR10C
TR10 A
PT TR11
TR11A
TR11
TR12
TR13
TR1A
TR1B
COBB PARK
COBB PARK DR.
MARTIN LUTHER KING FWY (U S HWY 287)
JESSIE ST.
REA ST.
ELMWOOD
DUVALL ST.
McCURDY ST.
JOHN DAVIS
A-418
HOLY NAME OF JESUS CATHOLIC CHURCH ADDN
19053
DUNLAP SUB
10340
AVE. L.
113R
BURCHILL RD
BROOKES
CHRISTINE
QUINN
AVALON HTS
1300
ALEX T. THOMPSON
A-1499
UVALDE
AVE
E S TERRELL
A-1527
N PT
0 250 500 750 1,000
Scale in Feet
39660 C
MITCHELL HTS
26300
SOUTHPORT ADDN #2
39660
J W HAYNES
A-779
YE OLD BELLYE ACRES
48010

3.

File No. MF110848

Maps

Date Filed 3/26/10

Jerry Patterson, Commissioner

By

Exhibit A

2.014 acres of land, more or less, lying within East Rosedale Street, and described in the following tracts (Tracts A through Y):

Tract A:
0.074 acres of land, more or less, being part of Lot 1, Block 6, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.074 acres being described by metes and bounds in that certain Deed, dated the 7th day of October, 1935, by and between E.L. Maxwell and wife, Florence A. Maxwell, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1273, Page 191, of the Official Public Records of Tarrant County, Texas.

Tract B:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 16, Block 5, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described as the first tract in that certain Deed, dated the 19th day of September, 1935, by and between Florence A. Maxwell, joined by her husband E.L. Maxwell, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1273, Page 107, of the Official Public Records of Tarrant County, Texas.

Tracts C, D, E & F:
0.456 acres of land, more or less, being strips of land 40 feet wide off the north sides of Lot 1, Block 5, and Lot 16, Block 4, and Lot 1, Block 4, and Lot 1, Block 3, all out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.456 acres being described in that certain Deed, dated the 12th day of September, 1935, by and between Florence A. Maxwell, joined by her husband E.L. Maxwell, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1266, Page 197, of the Official Public Records of Tarrant County, Texas.

Tract G:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 12, Block 2, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described as the second tract in that certain Deed, dated the 19th day of September, 1935, by and between Florence A. Maxwell, joined by her husband E.L. Maxwell, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1273, Page 107, of the Official Public Records of Tarrant County, Texas.

01.92.2

Tract H:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 1, Block 2, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described in that certain Deed, dated the 13th day of September, 1935, by and between Mattie Shaw, a feme sole, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1266, Page 196, of the Official Public Records of Tarrant County, Texas.

Tract I:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 12, Block 1, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described in that certain Executor's Deed, dated the 15th day of October, 1935, by and between Walter Lovell, Executor of the Estate of A. Narracong, Deceased, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1297, Page 53, of the Official Public Records of Tarrant County, Texas.

Tract J:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 1, Block 1, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, said 0.115 acres being described in the following two instruments:

1) As to a ½ interest, that certain Deed, dated the 24th day of February, 1936, by and between Loma Hedge et al, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1283, Page 325, of the Official Public Records of Tarrant County, Texas.
2) As to a ½ interest, that certain Deed, dated the 3rd, day of March, 1936, by and between Elmer Hedges, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1275, Page 470, of the Official Public Records of Tarrant County, Texas.

Tract K:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 12, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 26th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 590, of the Official Public Records of Tarrant County, Texas.

Tract L:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 11, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Quit-Claim Deed, dated the 13th day of October, 1941, by and between Clara Boyd et al, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1501, Page 151, of the Official Public Records of Tarrant County, Texas.

Tract M:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 10, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 26th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 598, of the Official Public Records of Tarrant County, Texas.

Tract N:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 9, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 13th day of September, 1935, by and between R.L. Paschal, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1260, Page 144, of the Official Public Records of Tarrant County, Texas.

Tract O:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 8, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Warranty Deed, dated the 5th day of September, 1935, by and between B.L. Letlow, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1266, Page 198, of the Official Public Records of Tarrant County, Texas.

Tract P:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 7, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 26th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 584, of the Official Public Records of Tarrant County, Texas.

Tract Q:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 6, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 26th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 604, of the Official Public Records of Tarrant County, Texas.

Tract R:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 5, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 27th day of July, 1935, by and between Robert Kruger, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 576, of the Official Public Records of Tarrant County, Texas.

Tract S:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 4, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 3rd day of August, 1935, by and between Mrs. Orpha Smith and husband, W.B. Smith, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 589, of the Official Public Records of Tarrant County, Texas.

Tract T:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 3, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 3rd day of August, 1935, by and between W.B. Smith and wife, Orpha Smith, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 597, of the Official Public Records of Tarrant County, Texas.

Tract U:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 2, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 24th day of July, 1935, by and between Mrs. T.L. Cooley and husband, T.L. Cooley, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 599, of the Official Public Records of Tarrant County, Texas.

Tract V:
0.011 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lot 1, Block 33, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.011 acres being described in that certain Deed, dated the 3rd day of August, 1935, by and between W.I. Levan and wife, Emma Levan, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 619, of the Official Public Records of Tarrant County, Texas.

Tract W:
0.022 acres of land, more or less, being a strip of land 10 feet wide off the north end of Lots 11 & 12, Block 32, out of the Polytechnic Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 63, Page 110, of the Plat Records of Tarrant County, Texas, said 0.022 acres being described in that certain Deed, dated the 27th day of July, 1935, by and between Ed Cheney, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1262, Page 602, of the Official Public Records of Tarrant County, Texas.

Tract X:
0.640 acres of land, more or less, being a strip of land 40 feet wide off of the southwest corner of a tract of land deeded to the Tarrant Investment Co. by C.F. Seibold, et al, on the 9th day of July, 1934, recorded in Volume 1215, Page 561, said 0.640 acres being more particularly described by metes and bounds in that certain Deed, dated the 27th day of November, 1935, by and between the Fort Worth Independent School District, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 1273, Page 598, of the Official Public Records of Tarrant County, Texas.

Tract Y:
0.115 acres of land, more or less, being a strip of land 40 feet wide off the north side of Lot 16, Block 3, out of the Clay Withers Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas, and lying within East Rosedale Street.

01-92-2

E. L. MAXWELL ET UX TO CITY OF FORT WORTH

272

THE STATE OF TEXAS
County of Tarrant

Know All Men by These Presents:

THAT We, E. L. Maxwell and wife Florence A. Maxwell of the County of Tarrant, State of Texas for and, in consideration of the sum of ONE HUNDRED AND FIFTY AND no/100 ($150.00) DOLLARS, to us in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain strip or parcel of land out of Lot 1, Block 6, Clay Withers Addition to the City of Fort Worth, Tarrant County, Texas, and more particularly described as follows:

Beginning at a point in the east line of said Lot 35.1 feet south of the northeast corner of said lot; thence north 35.1 feet to the said northeast corner; thence west with the north line of said 125 feet to the most northerly northwest corner of said lot; thence southwesterly with the northwesterly line of said lot 16.5 feet to a point; thence southwesterly 134.6 feet more or less to the point of beginning.

The Grantor herein conveys the above described property for right-of-way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors and assigns, forever. And we do hereby bind ourselves, our heirs, executors and administrators,

to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands, at Fort Worth, Texas this 7th day of October 19 35

Witness at request of Grantor:

E. L. Maxwell
Florence A. Maxwell

THE STATE OF TEXAS,
County of

BEFORE ME,

in and for County, Texas,

on this day personally appeared

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

Given under my hand and seal of office this day of A. D. 19

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State,

on this day personally appeared E. L. Maxwell and Florence A. Maxwell, his wife, both

, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Florence A. Maxwell, wife of the said E. L. Maxwell having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Florence A. Maxwell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 7th day of October A. D. 19 35

(D.S.)

H. J. Aston
Notary Public in and for Tarrant County, Texas.

Filed for record the 11 day of Oct., 19 35, at 9:42 o'clock A. M., and recorded the 12 day of Oct., 1935, at 12:15 o'clock P. M.

J. W. (HAPPY) SHELTON County Clerk.

#15945

By Frances Sellers Deputy Clerk.

FLORENCE A. MAXWELL & HUSBAND TO CITY OF FORT WORTH, A Municipal Corporation

#15

THE STATE OF TEXAS

County of Tarrant

Know All Men by These Presents:

THAT I, Florence A. Maxwell, joined by my husband E. L. Maxwell of the County of Tarrant, State of Texas for and in consideration of the sum of THREE HUNDRED AND NO/100 ($300 00) DOLLARS, to us in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain strip 40 feet wide off of the north side of Lots 16, Block 5, Clay Withers Addition to the City of Fort Worth, Tarrant County, Texas, and all that certain strip of land 40 feet wide off of the north side of Lot 12, Block 2, Clay Withers Addition to the city of Fort Worth, Tarrant County, Texas.

The Grantor herein conveys the above described property for right-of-way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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

WITNESS our hand s at Fort Worth, Texas this 19th day of September A. D. 19 35.

Witness at request of Grantor:

Florence A. Maxwell
E. L. Maxwell

THE STATE OF TEXAS, County of

BEFORE ME, in and for County, Texas, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of A. D. 19

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS, County of Tarrant

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

Given under my hand and seal of office this the 19th day of September A. D. 1935.

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

Filed for record the 30 day of Sept. , 1935, at 9:05 o'clock A. M., and recorded the 1 day of Oct. , 1935, at 10:20 o'clock A. M.

J. W. (HAPPY) SHELTON County Clerk.

By Frances Sells Deputy Clerk.

#15261

FLORENCE A. MAXWELL AND HUSBAND ◊
TO: W D ◊
CITY OF FORT WORTH ◊

THE STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

KNOW ALL MEN BY THESE PRESENTS:

That I, Florence A. Maxwell JOINED by my husband E. L. Maxwell of the County of Tarrant State of Texas for and in consideration of the sum of SEVEN HUNDRED AND FIFTY AND no/100 ($750.00) DOLLARS to us in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto said City of Fort Worth of the County of Tarrant State of Texas all that certain A strip of land 40 feet wide off the north side of Lot 1, Block 5; a strip of land 40 feet wide off the north side of Lot 16, Block 4; a strip of land 40 feet wide off the north side of Lot 1, Block 4; and a strip of land 40 feet wide off the north side of Lot 1, Block 3, all in Clay Withers Addition to the City of Fort Worth, Tarrant County, Texas.

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

WITNESS our hands at Fort Worth, Texas this 12th day of September A.D. 1935.

Witness at request of Grantor:

Florence A. Maxwell

E. L Maxwell

THE STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

BEFORE ME, H. J. Aston, A Notary Public in and for in and for Tarrant County, Texas, on this day personally appeared E. L. Maxwell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of Sept. A.D. 1935.

H. J. Aston

(L.S.)

A Notary Public in and for Tarrant County, Texas

THE STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

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

GIVEN under my hand and official seal on this 12th day of Sept. A.D. 1935.

( )

A Notary Public in and for Tarrant County, Texas.

FILED FOR RECORD SEPT. 16, 1935 at 10:38 AM

RECORDED SEPT. 17, 1935 at 2:30 PM.

BY Frances Lees DEPUTY

J. W. (HAPPY) SHELTON, COUNTY CLERK
TARRANT COUNTY, TEXAS

14644

MATTIE SHAW A FEME SOLE)
TO: W D)
CITY OF FORT WORTH)

THE STATE OF TEXAS)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS:

That I, Mattie Shaw a feme sole of the County of Tarrant State of Texas, for and in consideration of the sum of ONE HUNDRED AND FIFTY AND NO/100 ($150.00) DOLLARS to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain strip of land 40 feet wide off of the north side of Lot 1, Block 2, Clay Withers Addition to the City of Fort Worth, Tarrant County, Texas.

The grantor herein conveys the above described property for right of way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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

WITNESS my hand at Fort Worth, Texas this 13th day of September 1935.

Witness at request of Grantor:

Mattie Shaw

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF TARRANT)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of September A.D. 1935.

(L.S.)

H. J. Aston
Notary Public in and for Tarrant County, Texas.

FILED FOR RECORD SEPT. 16, 1935 at 10: 38 AM
RECORDED SEPT. 17, 1935 at 1:59 PM

BY Frances Sees DEPUTY

J. W. (HAPPY) SHELTON, COUNTY CLERK
TARRANT COUNTY, TEXAS

14543

the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 25 day of April, A. D. 1936.

H. J. ASTON, Notary Public

L. S. in and for Tarrant County, Texas.

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

Given under my hand and seal of office this the 25th day of April, A. D. 1936.

H. J. ASTON, Notary Public

L. S. in and for Tarrant County, Texas.

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

Given under my hand and seal of office this the 25th day of April, A. D. 1936.

H. J. Aston, Notary Public

L. S. in and for Tarrant County, Texas.

FILED FOR RECORD ARPIL 27, 1936 at 11:45 A. M.

RECORDED APRIL 30, 1936 at 11:00 A. M. J. W. "HAPPY" SHELTON

BY: [illegible] DEPUTY COUNTY CLERK, TARRANT COUNTY, TEXAS.

#28243

* * * * * *

WALTER LOVELL |
TO: EXECUTOR'S DEED | STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS:
CITY OF FT. WORTH | COUNTY OF TARRANT |

THAT WHEREAS, by an order of the County Court of Tarrant County, Texas, sitting in matters of Probate an order was heretofore entered by said Court directing the sale of the tracts of land hereinafter mentioned, belonging to the Estate of A. Narracong, deceased, Administration of which Estate was then pending in the Probate Court of Tarrant County, Texas, I, the undersigned, Walter Lovell, Executor of said Estate, did on the first day of October A. D. 1935, in the manner provided by law, sell the North forty (40') feet of the lot hereinafter described, at private sale in Tarrant County, Texas to the city of Fort Worth, Tarrant County, Texas for the sum of one hundred fifty ($150.00) dollars cash in hand paid the receipt of which is hereby acknowledged and that being the highest and best offer for the same; and whereas, the report of said sale having been returned to the Probate Court of Tarrant County, Texas was on the 15 day of OctoberA. D. 1935 in all things confirmed by the decree of said Probate Court as follows:

NO. 12139

ESTATE OF | IN THE PROBATE COURT OF

A. NARRACONG, DECEASED | TARRANT COUNTY, TEXAS

On this the 15 day of October A. D., 1935 came on to be heard in the administration of the Estate of A. Narracong, deceased the report of sale by Walter Lovell, Executor of said Estate, wherein he reported that he had sold to the city of Fort Worth, Tarrant County, Texas the North forty feet of Lot twelve (12), Block One (1), Clay Withers Addition to the City of Fort Worth, Texas for a cash consideration of one hundred fifty ($150.00) dollars and to L. A. Pich the south ten feet of said Lot Twelve (12), Block One (1) Clay Withers Addition to Fort Worth, Texas for a cash consideration of fifty ($50.00) dollars, said sale having been made in obedience to an order of this Court heretofore made and entered upon the minutes of this Court; and it appearing to the Court that said report of sale of said lot, in the portions, mentioned, to the above mentioned parties and for the consideration set out, has been filed in this Court for the length of time provided by law, and the Court having inquired into the manner in which said sale was made, and having heard evidence in favor of and against said report, is satisfied that the sale was fairly made and in conformity with law and for a fair price.

It is therefore ordered by the Court that said report of sale to the parties mentioned and for the consideration set out shall be and the same is here and now in all things approved and confirmed. It is further ordered by the Court that the said report be recorded by the Clerk of this Court, and that the Executor, Walter Lovell convey to the above purchasers the respective portions of said lot sold to them and execute in their favor proper conveyances, conveying to the city of Fort Worth, Tarrant County, Texas the North forty feet of said lot and to L. A. Pich the South ten feet of said lot, upon compliance by said purchasers with the terms of said sale and that executor execute bond, as provided by law for $400.00. And it is accordingly in all things so ordered and decreed.

(SIGNED) Emmett Moore

COUNTY JUDGE, Tarrant County, Texas.

Now therefore, in consideration of the premises, and that said purchaser has paid to me the said sum of one hundred fifty ($150.00) dollars cash, receipt acknowledged I, the undersigned Walter Lovell, Executor of the Estate of A. Narracong, deceased, have granted, bargained, sold and conveyed, and by these presents do grant, bargain and sell and convey to the City of Fort Worth, Tarrant County, Texas the following described tract of land situated in Fort Worth, Tarrant County, Texas and being the North Forty (40') feet of Lot Twelve (12), Block One (1), Clay Withers Addition to the city of Fort Worth, Tarrant County, Texas together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining; to have and to hold all and singular the premises herein last above mentioned unto the said city of Fort Worth, Tarrant County, Texas, its successors and assigns forever.

Witness my hand on this the 15 day of October A. D. 1935.

WALTER LOVELL,
Executor of the Estate of
A. Narracong, Deceased.

STATE OF TEXAS |
COUNTY OF TARRANT | BEFORE ME, the undersigned authority, on this day personally appeared Lovell, Executor of the Estate of A. Narracong, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Executor of the Estate of A. Narracong, deceased, for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15 day of October A. D. 1935.

F. M. BRANSFORD, Notary Public
Tarrant County, Tex.

L. S.

Rec'd

LOMA HEDGE ET AL)
TO: DEED)
CITY OF FT. WORTH.)

THE STATE OF TEXAS:
COUNTY OF TARRANT :

WHEREAS, by an order of the County Court of Tarrant County, Texas, sitting in maters of probate, made on the 14th day of February, A. D. 1936, directing the sale of the tract of land hereinafter mentioned belonging to the estate of Loma Hedge, Harvey Dan Hedge and Elmer Raymond Hedge, minors, guardian ship of which was then and now pending in said Court, upon an application for an order to sell land belonging to said estate made to said Court on the 31st day of January, A. D. 1936, I, E. C. Pannell, guardian of the estate of said minors, did on the 14th day of February, A. D. 1936, sell at private sale at Fort Worth in the County of Tarrant, State of Texas, the said tract of land to the City of Fort Worth, a municipal corporation for the sum of $75.00 cash; and,

WHEREAS, the report of said sale having been made to said Court was on the 20th day of February, A. D. 1936, in all respects approved and confirmed by the decree to said court as follows:

NO. 11754.

IN RE: GUARDIAN SHIP OF LOMA HEDGE, ET AL.) IN THE COUNTY COURT OF TARRANT COUNTY, TEXAS.

On this the 20th day of February, A. D. 1936, came on to be heard in the guardianship of Loma Hedge, et al, minors, the report of E. C.Pannell, guardian of said minors, of the sale of the tract of land hereinafter described, made in obedience to the order of this court made and entered on the 14th day of February, A. D. 1936. And it appearing to the court that the said report of sale has been filed and docketed in the manner and for the time required by law; and it further appearing, upon examination and the evidence herein, that the said sale was fairly made, and in conformity with the law, and that said guardian, E. C. Pannell, has filed his bond herein as required by law, which has been duly approved by the court, and that said land brought a fair price; and it further appearing that The City of Fort Worth became the purchaser of said land at private sale for the sum of $75.00, payable in cash, that said sale ought to be confirmed,and that the said land is described as follows, to-wit: Said minors' undivided one-half interest in and to

The North 40 feet of Lot No. 1, Block No. 1, Clay-Winters Addition to the City of Fort Worth, Tarrant County, Texas.

It is therefore ordered, adjudged and decreed by the court, that the said sale be and the same is in all respects approved and confirmed; and that the said report of sale be recorded by the clerk.

And it is further ordered that the said E. C. Pannell, Guardian as aforesaid, make a proper conveyance of the said land to the said The City of Fort Worth, upon his compliance with the said terms of sale.

EMMETT MOORE
Judge.

NOW, THEREFORE, in consideration of the premises and of the sum of $75.00 cash to me in hand paid by the City of Fort Worth, a municipal corporation, the receipt of which is hereby

acknowledged, I, E. C. Pannell, guardian of the estate of Loma Hedge, Harvey Dan Hedge and Elmer Raymond Hedge, minors, having granted, sold and conveyed and by these presents do grant, sell and convey unto the said The City of Fort Worth, a municipal corporation of Tarrant County in the State of Texas, all that certain tract or parcel of land situated in the County of Tarrant and State of Texas, more particularly described as follows, to-wit:

Said minors undivided ½ interest in and to the North 40 feet of Lot No. 1 in Block No. 1 of Clay-Withers Addition to the City of Fort Worth, Tarrant County, Texas.

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

In testimony whereof, witness my hand this the 20th day of February, A. D. 1936.

E. C. PANNELL
Guardian of the Estate of Loma Hedge, Harvey Dan Hedge and Elmer Raymond Hedge, Minors.

THE STATE OF TEXAS)
COUNTY OF TARRANT)

Before me, the undersigned authority, on this day personally appeared E. C. Pannell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as guardian of the estate of Loma Hedge, Harvey Dan Hedge and Elmer Raymond Hedge, minors, for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of February, A. D. 1936.

(LS) MARY AUDRE'
Notary Public in and for Tarrant County, Texas.

FILED FOR RECORD MAR. 2, 1936 at 3:05 P.M.
RECORDED FOR RECORD MAR. 9, 1936 at 12:00 P.M.

J. W. (HAPPY) SHELTON
COUNTY CLERK, TARRANT COUNTY, TEXAS.

BY J. Hermain Boggs DEPUTY

#24498

CONNECTICUT GENERAL LIFE)
TO: REL)
MABEL LONG CHILTON, ET VIR)

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

WHEREAS, on the 10th day of February A. D. 1926 Mabel Long Chilton and W. E. Chilton, executed a mortgage upon certain lands therein described, which is now of record in Book 277,

ELMER HEDGES. TO: CITY OF FORT WORTH

AP.

THE STATE OF TEXAS } Know All Men by These Presents:

County of TARRANT

THAT I, Elmer Hedges of the County of Tarrant, State of Texas for and, in consideration of the sum of Seventy-Five and no.1/100 DOLLARS, ($75.00) to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed

have Granted, sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth, of The County of Tarrant State of Texas, all that certain strip or parcel of land being the north 40 feet of Lot 1, Block 1, Clay Withers Addition to the City of Fort Worth, Tarrant County, Texas.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors ~~heirs~~ and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators,

to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors ~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand, at Fort Worth, Texas this 3rd day of March ~~A.D.~~ 19 36.

Witness at request of Grantor:

ELMER HEDGES

THE STATE OF TEXAS, } BEFORE ME, the undersigned, a Notary Public
County of TARRANT } in and for said County, Texas,

on this day personally appeared Elmer Hedges, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of March A. D. 1936.

(L.S.)

H. J. ASTON,
Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS, } BEFORE ME,
County of } in and for County, Texas,

on this day personally appeared

wife of , known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this day of A. D. 19

Filed for record the 2 day of Mar., 1936, at 3:05 o'clock P. M., and recorded the 7 day of Mar., 1936, at 11:55 o'clock A. M.

J. W. (HAPPY) SHELTON County Clerk.

24491

By Frances Blue Deputy Clerk.

AP.

THE STATE OF TEXAS

County of TARRANT

Know All Men by These Presents:

THAT I, A. E. Hedges of the County of Tarrant, State of Texas for and, in consideration of the sum of Ten And No/100 ($10.00) and other good and valuable considerations --- DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

cash, the receipt of which is hereby acknowledged and confessed

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth, of the County of Tarrant, State of Texas, all that certain one-fourth undivided interest in Lot 1, Block 1, Clay Withers Addition to the City of Fort Worth, Tarrant County, Texas.

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

WITNESS my hand, at Leavenworth, Kansas this 23rd day of October A. D. 19 35.

Witness at request of Grantor:

O. M. STEINKAMP

A. E. HEDGES

THE STATE OF KANSAS

County of Leavenworth

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

Given under my hand and seal of office this the 23rd day of October A. D. 19 35.

(L.S.)

E. H. ECKHOLDT, Notary Public in and for Leavenworth County, Kansas

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THE STATE OF TEXAS,

County of

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

Given under my hand and seal of office this day of A. D. 19

Filed for record the 2 day of Mar., 1936, at 3:04 o'clock P. M., and recorded the 9 day of Mar., 1936, at 8:10 o'clock A. M.

J. W. (HAPPY) SHELTON County Clerk.

24490

By Frances Blue Deputy Clerk.

THE STATE OF TEXAS

County of Tarrant

Know All Men by These Presents:

THAT I, Robert Kruger of the County of Tarrant, State of Texas for and in consideration of the sum of One - no/100 DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

Have granted, sold and conveyed and by these presents do grant, sell and convey unto the said City of Fort Worth of the County of Tarrant State of Texas, all that certain A strip of land 10' wide off the north end of Lot 12, Block 33, Polytechnic Heights, an Addition to the City of Fort Worth, Tarrant County, Texas.

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

WITNESS my hand, at Fort Worth, Texas this 26 day of July ~~A. D.~~ 19 35

Witnesses at request of Grantor:

Robert Kruger

THE STATE OF TEXAS,
County of Tarrant

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

Given under my hand and seal of office this the 26 day of July A. D. 19 35

(L.S.)

E. L. Maxwell
Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS,
County of

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

Given under my hand and seal of office this day of A. D. 19

Filed for record the 6 day of Sept. , 1935, at 2:57 o'clock P M., and recorded the 7 day of Sept. , 1935, at 9:55 o'clock A M.

J. W. (Happy) Shelton County Clerk.

No. 14017

By Gladys Mitchell Deputy Clerk.

the Forty-fifth Legislature of Texas, Regular Session, as fully and as absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale.

Witness my hand, this the 4th day of June, A. D. 1940.

A. B. Carter, Sheriff, Tarrant County, Texas.

By:- W. W. Overton, Deputy

THE STATE OF TEXAS |
COUNTY OF TARRANT | Before me, the undersigned authority, a Notary Public within and for the County and State aforesaid, on this day personally appeared W. W. Overton, to me well known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as Deputy Sheriff of Tarrant County, Texas, for the purposes and considerations therein stated, and in the capacity therein set forth.

Given under my hand and official seal, this 25th day of February A. D. 1941.

L. S. Helen Tolbert, Notary Public,
Tarrant County, Texas.

Filed for Record February 20, 1942, at 10:17 A. M.
Recorded February 27, 1942, at 10:20 A. M.

Mrs. Happy Shelton Wood, County Clerk,
By R. B. Daggard Deputy. Tarrant County, Texas.

#3318

****

CLARA BOYD, et al., |
TO: QUITCLAIM DEED | THE STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS:
CITY OF FORT WORTH | COUNTY OF TARRANT |

That we, Clara Boyd, a feme sole, Irvin Boyd, Van Boyd and Helen Boyd Davis, a feme sole, of the County of Dallas, and State of Texas, for and in consideration of the sum of One and No/100 ($1.00) Dollars to us in hand paid by City of Fort Worth, of the County of Tarrant and State of Texas, the receipt of which is hereby acknowledged, do, by these presents, BARGAIN, SELL, RELEASE AND FOREVER QUIT-CLAIM unto the said City of Fort Worth, its successors and assigns, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Tarrant and State of Texas, described as follows, to-wit:

Ten Feet (10') off the North end of Lot Eleven (11), Block No. Thirty-three (33), Polytechnic Survey, an Addition to the City of Fort Worth, Tarrant County, Texas, and being the same ten feet of said lot taken by the City of Fort Worth, in the widening of and paving of East Rosedale Avenue.

TO HAVE AND TO HOLD the said premises, together with all and singular, the rights, privileges and appurtenances thereto in any manner belonging unto the said City of Fort Worth, its successors and assigns, forever, so that neither we the said grantors herein, nor our heirs, nor any person or persons claiming under us, shall at any time hereafter have claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS our hands at Dallas, Texas, this _____ day of October, A. D. 1941.

(CB) Clara Boyd
(IB) Irvin Boyd
(VB) Van Boyd
(HBD) Helen Boyd Davis

THE STATE OF TEXAS I
COUNTY OF TARRANT I BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Clara Boyd, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal on this 13th day of October, A. D. 1941.

L. S. B. E. Godfrey - B. E. Godfrey, Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS I
COUNTY OF DALLAS I BEFORE ME, the undersigned authority, on this day personally appeared Helen Boyd Davis, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 14th day of October, A. D. 1941.

L. S. J. Hardy Neel, Notary Public in and for Dallas County, Texas.

THE STATE OF ARKANSAS I
COUNTY OF GARLAND I BEFORE ME, the undersigned authority, on this day personally appeared Van Boyd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of October, A, D. 1941.

L. S. Elizabeth Atchley, Notary Public in and for Garland County, Arkansas.
My Commission expires: February 9, 1943.

THE STATE OF OHIO I
COUNTY OF STARK I BEFORE ME, the undersigned authority, on this day personally appeared Irvin Boyd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 7th day of November, A. D. 1941.

L. S. J. C. Bergert - J. C. Bergert, Notary Public in and for Stark County, Ohio.
My Com'm. expires 5-25-42

Filed for Record February 20, 1942, at 10:17 A. M.
Recorded February 27, 1942, at 10:55 A. M.

Mrs. Happy Shelton Wood, County Clerk, Tarrant County, Texas.
By T. B. Haggard Deputy.

#3319

****

$1.00

THE STATE OF TEXAS

County of Tarrant

Know All Men by These Presents:

THAT I, Robert Kruger of the County of Tarrant, State of Texas for and, in consideration of the sum of One no/100 DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

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

A strip of land 10' wide off the north end of lot 10, Block 33, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas.

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

WITNESS my hand, at Fort Worth, Texas this 26 day of July 19 35.

Witness at request of Grantor:

Robert Kruger

THE STATE OF TEXAS, County of Tarrant

SINGLE ACKNOWLEDGMENT

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

Given under my hand and seal of office this the 26 day of July A. D. 19 35.

(L.S.)

E. L. Maxwell
Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS, County of

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

Given under my hand and seal of office this day of A. D. 19

Filed for record the 6 day of Sept. 1935, at 10:30 o'clock A. M. the 7 day of Sept. 1935, at 2:57 o'clock P.M., and recorded

#14016

J. W. (HAPPY) SHELTON County Clerk.

By Frances Sellers Deputy Clerk.

DF

THE STATE OF TEXAS }
County of TARRANT } *Know All Men by These Presents:*

THAT I, R. L. Paschal of the County of Tarrant and State of Texas, for and in consideration of the sum of One and No/100 ($1.00) DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation of the County of Tarrant and State of Texas, the receipt of which is hereby acknowledged, do by these presents, BARGAIN, SELL, RELEASE AND FOREVER QUIT-CLAIM unto the said City of Fort Worth, its successors ~~heirs~~ and assigns, all my right, title and interest in and to that certain tract or parcel of land lying in the County of Tarrant and State of Texas, described as follows, to-wit:

A Strip of land 10' wide off the north end of Lot 9, Block 33, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Fort Worth, its successors ~~heirs~~ and assigns forever, so that neither I the said R. L. Paschal nor my heirs, nor any person or persons claiming under me shall, at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at Fort Worth, Texas, this 13th day of September A. D. 1935.

Witnesses at the Request of Grantor:

R. L. PASCHAL

THE STATE OF TEXAS, }
County of TARRANT } BEFORE ME, P. J. CONWAY A Notary Public in and for Tarrant County, Texas, on this day personally appeared R.L.Paschal known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND ~~OFFICIAL~~ SEAL OF OFFICE, ~~at~~ this 13 day of Sept. A. D. 19 35.

(LS)

P. J. CONWAY, A Notary Public in and for Tarrant County, Texas.

Filed for Record the 16 day of Sept. A. D. 19 35, at 10 o'clock 38 minutes A M.,
and recorded the 17 day of Sept. A. D. 19 35, at 12 o'clock 00 minutes P M.

By Wilma Berry Deputy. J. W. (HAPPY) SHELTON County Clerk.

#14530

B. L. LETLOW ◊
TO: W D ◊
CITY OF FORT WORTH ◊

THE STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

KNOW ALL MEN BY THESE PRESENTS:

That I, B. L. Letlow of the County of Greenville State of South Carolina for and in consideration of the sum of ONE ($1.00) DOLLARS to me in hand paid by The City of Fort Worth, a municipal corporation and the further consideration of paving of the street 54 feet in width without cost or assessment against the hereinafter described property and grantor herein. have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain of land ten feet wide off of the north end of Lot 8, Block 33, Polytechnic Heights Addition to the City of Fort Worth, Tarrant County, Texas, for the widening of Rosedale Street (Avenue F).

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

WITNESS my hand at Greenville, South Carolina this 5th day of September 1935.

Witness at request of Grantor: B. L. Letlow

P. C. Gregory Jr.

T. G. Turner

SINGLE ACKNOWLEDGMENT

THE STATE OF SOUTH CAROLINA ◊
COUNTY OF GREENVILLE ◊

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of September A.D. 1935.

Harry B. Jones

L.S.) Notary Public in and for_____County, S.C.

FILED FOR RECORD SEPT. 16, 1935 at 10:38 AM
RECORDED SEPT. 17, 1935 at 2:45 PM

J. W. (HAPPY) SHELTON, COUNTY CLERK
TARRANT COUNTY, TEXAS

BY Frances Sellers DEPUTY

14545

OPAL J. HAWKINS, JOINED BY HER HUSBAND, W. B. HAWKINS ◊
TO: W D ◊
TARRANT INVESTMENT COMPANY ◊

THE STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

KNOW ALL MEN BY THESE PRESENTS:

That we, Opal J. Hawkins, joined by her husband W. B. Hawkins, of the County of Tarrant, State of Texas, for and in consideration of the sum of Twenty Five Hundred and no/100 DOLLARS to us paid by Tarrant Investment Company in cash, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do Grant, sell and convey, unto the

ROBERT KRUGER TO: CITY OF FORT WORTH

8/19

THE STATE OF TEXAS

Know All Men by These Presents:

County of TARRANT

THAT I, Robert Kruger of the County of Tarrant, State of Texas for and in consideration of the sum of One no/100 DOLLARS, to me in hand paid by City of Fort Worth, a municipal corporation as follows:

have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said City of Fort Worth, of the County of Tarrant, State of Texas all that certain A strip of land 10' wide off the north end of lot 7 block 33, Polytechnic Heights an addition to the city of Fort Worth, Tarrant County, Texas.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors ~~xxxx~~ and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators

to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors ~~xxxx~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand, at Fort Worth, Texas this 26 day of July ~~xxxxx~~ 19 35

Witnesses at request of Grantor:

Robert Kruger

THE STATE OF TEXAS, County of Tarrant } BEFORE ME, the undersigned a notary public in and for said county and state ~~xxxxxxx~~

on this day personally appeared Robert Kruger known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of July A. D. 19 35

L.S.

E. L. Maxwell
Notary Public in and for Tarrant County, Texas

THE STATE OF TEXAS, County of } BEFORE ME,

in and for County, Texas,

on this day personally appeared

wife of , known to me to be the person whose name subscribed to the foregoing instrument, and

having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and

declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this day of A. D. 19

Filed for record the 6 day of Sept, 19 35, at 2:57 o'clock P M., and recorded the 7 day of Sept, 19 35, at 10:35 o'clock A M.

#14015

J. W. "Happy" Shelton County Clerk.

By Catherine McKnight Deputy Clerk.

THE STATE OF TEXAS

Know All Men by These Presents:

County of TARRANT

THAT I, Robert Kruger of the County of Tarrant, State of Texas for and in consideration of the sum of One no/100 DOLLARS, to me in hand paid by City of Fort Worth, a municipal corporation as Follows:

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

A strip of land 10' wide off the north end of Lot 6, Block 33, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors ~~heirs~~ and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators

to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors ~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand, at Fort Worth, Texas this 26 day of July ~~A.D.~~ 19 35.

Witnesses at request of Grantor:

ROBERT KRUGER

THE STATE OF TEXAS,
County of TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State ~~of Texas~~.

on this day personally appeared Robert Kruger known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 26 day of July ~~A.D.~~ 19 35.

(LS)

E. L. MAXWELL, Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS,
County of

BEFORE ME,

in and for County, Texas,

on this day personally appeared

wife of , known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this day of A. D. 19

Filed for record the 6 day of Sept., 1935, at 2:57 o'clock P M., and recorded the 7 day of Sept., 1935, at 11:45 o'clock A. M.

J. W. (HAPPY) SHELTON County Clerk.

By Deputy Clerk.

#1488

THE STATE OF TEXAS }
County of TARRANT } Know All Men by These Presents:

THAT I, Robert Kruger of the County of Tarrant, State of Texas for and in consideration of the sum of One no/100 DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain A strip of land 10' wide off the north end of Lot 5, Block 33, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas

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

WITNESS my hand, at Fort Worth, Texas this 27 day of July 19 35
Witnesses at request of Grantor:

Robert Kruger

THE STATE OF TEXAS, }
County of Tarrant } BEFORE ME, the undersigned, a Notary Public in and for said County and State

on this day personally appeared Robert Kruger known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 26th day of July A. D. 19 35

E. L. Maxwell
(LS) Notary Public in and for Tarrant County, Texas

THE STATE OF TEXAS, }
County of } BEFORE ME,

in and for County, Texas,

on this day personally appeared

wife of , known to me to be the person whose name subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this day of A. D. 19

Filed for record the 6 day of September, 1935, at 2:57 o'clock P. M., and recorded the 7 day of September, 1935, at 10:10 o'clock A. M.

J. W. (HAPPY) SHELTON County Clerk.

By Hildagene DeLoeye Deputy Clerk.

#14013

A.D.

THE STATE OF TEXAS }
County of Tarrant } Know All Men by These Presents:

THAT We, Mrs. Orpha Smith and husband W. B. Smith of the County of Tarrant, State of Texas for and in consideration of the sum of One - no/100 DOLLARS, to us in hand paid by The City of Fort Worth, a municipal corporation as follows:

have Granted, Sold and Conveyed and by these presents do grant, sell and convey unto the City of Fort Worth, of the County of Tarrant State of Texas, all that certain A strip of land 10' wide off the north end of Lot 4, Block 33, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors ~~heirs~~ and assigns, forever. And we do hereby bind ourselves, our heirs, executors and administrators,

to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors ~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand at Fort Worth, Texas this 3 day of Aug. ~~A. D.~~ 19 35
Witnesses at request of Grantor:

Mrs. Orpha D. Smith
W. B. Smith

THE STATE OF TEXAS, }
County of } BEFORE ME,

in and for County, Texas,
on this day personally appeared

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

Given under my hand and seal of office this day of A. D. 19

THE STATE OF TEXAS, }
County of Tarrant } BEFORE ME, the undersigned, a Notary Public in and for said county and state ~~County, Texas,~~ on this day personally appeared W. B. Smith and Orpha D. Smith, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, ~~wife of~~ and the said Orpha D. Smith ~~known to me to be the person whose name subscribed to the foregoing instrument, and~~ wife of the said W. B. Smith having been examined by me privily and apart from her husband, and having the same ~~(spouse)~~ fully explained to her, she, the said Orpha D. Smith acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 3. day of Aug. A. D. 19 35

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

Filed for record the 6 day of Sept., 1935, at 2:57 o'clock P M., and recorded the 7 day of Sept., 1935, at 9:45 o'clock A M.

J. W. (Happy) Shelton County Clerk.

By Gladys Mitchell Deputy Clerk.

No. 14012

4179

THE STATE OF TEXAS }
County of Tarrant } Know All Men by These Presents:

THAT we, W. B. Smith and wife Orpha Smith
of the County of Tarrant, State of Texas for and, in consideration of
the sum of One no/100 DOLLARS,
to us in hand paid by The City of Fort Worth, a municipal corporation as follows:
have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain

A strip of land 10' wide off the north end of Lot 3, Block 33, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas.

The Grantor herein conveys the above described property for right of way purposes and as a part of the consideration for this conveyance waives any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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

WITNESS our hands, at Fort Worth, Texas, this 3 day of Aug. A. D. 1935.
Witness at request of Grantor:

W. B. Smith
Orpha D. Smith

THE STATE OF TEXAS, }
County of } BEFORE ME,
in and for County, Texas,
on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this day of A. D. 19

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS, }
County of Tarrant } BEFORE ME, the undersigned, a Notary Public
in and for said County and State
on this day personally appeared W. B. Smith and Orpha D. Smith, his wife, both
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Orpha D. Smith wife of the said W. B. Smith having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Orpha D. Smith acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.
Given under my hand and seal of office this the 13 day of Aug. A. D. 1935.
(L.S.) E. L. Maxwell
Notary Public in and for Tarrant County, Texas.

Filed for record the 6 day of Sept., 1935, at 2:57 o'clock P. M., and recorded the 7 day of Sept., 1935 at 10:25 o'clock A. M.

#14011

J. W. (HAPPY) SHELTON County Clerk.
By Frances Sells Deputy Clerk.

#12.

THE STATE OF TEXAS }
County of Tarrant } Know All Men by These Presents:

THAT we, Mrs. T. L. Cooley and husband T. L. Cooley of the County of Tarrant, State of Texas for and in consideration of the sum of One no/100 DOLLARS, to us in hand paid by The City of Fort Worth, a municipal corporation as follows: have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain

A strip of land 10' wide off the north end of Lot 2, Block 33, Polytechnic Heights, An addition to the City of Fort Worth, Tarrant County, Texas.

The Grantor herein conveys the above described property for right of way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

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

WITNESS our hands, at Fort Worth, Texas this 24th day of July 1935.
Witness at request of Grantor:

T. L. Cooley
Mrs. T. L. Cooley

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
County of Tarrant } BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared T. L. Cooley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of July 1935 A. D.

(L.S.)

Notary Public in and for Tarrant County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
County of Tarrant } BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared Mrs. T. L. Cooley

wife of T. L. Cooley, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. T. L. Cooley acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 24 day of July A. D. 1935.

(L.S.)

E. L. Maxwell
Notary Public in and for Tarrant County, Texas.

Filed for record the 6 day of Sept. 1935, at 2:59 o'clock P. M., and recorded the 7 day of Sept. 1935, at 10:45 o'clock A. M.

#14021

J. W. (HAPPY) SHELTON County Clerk.

By Frances Sells Deputy Clerk.

W. I. LEVAN ET UX TO: CITY OF FORT WORTH

G/P

THE STATE OF TEXAS | Know All Men by These Presents:

County of TARRANT

THAT we, W. I. Levan and wife, Emma Levan of the County of Tarrant, State of Texas for and, in consideration of the sum of One no/100 DOLLARS, to us in hand paid by The City of Fort Worth, a municipal corporation, as follows:

have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain A strip of land 10' wide off the north end of lot 1, block 33, Polytechnic Heights, an addition to the city of Fort Worth, Tarrant County, Texas.

The grantor herein conveys the above described property for right of way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accure to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors and assigns, forever. And we do herehy bind ourselves, our heirs, executors and administrators.

to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand s, at Fort Worth, Texas this 3 day of Aug 19 35

Witnesses at request of Grantor:

W. I. Levan
Emma Levan

THE STATE OF TEXAS, County of BEFORE ME, in and for County, Texas, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of A. D. 19

THE STATE OF TEXAS, County of Tarrant } BEFORE ME, the undersigned a notary public in and for said county and state on this day personally appeared W. I. Levan and Emma Levan, his wife, both, known to me to be th e person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Emma Levan wife of the said W. I. Levan, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Emma Levan acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose s and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 3 day of Aug A. D. 19 35

E. L. Maxwell

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

Filed for record the 6 day of Sept, 19 35 at 2:57 o'clock P M., and recorded the 9 day of Sept, 19 35 at 8:25 o'clock A M.

#14020

J. W. "Happy" Shelton, County Clerk.

By Catherine McKnight Deputy Clerk.

573

THE STATE OF TEXAS

County of Tarrant

Know All Men by These Presents:

THAT I, Ed Cheney of the County of Tarrant, State of Texas for and in consideration of the sum of One no/100 DOLLARS, to me in hand paid by The City of Fort Worth, a municipal corporation as follows: have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said City of Fort Worth of the County of Tarrant State of Texas all that certain

A strip of land 10' wide off the north ends of Lots 11 and 12, Block 32, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas.

The Grantor herein conveys the above described property for right of way purposes and as a part of the consideration for this conveyance waived any claim for damages accruing or to accrue to them and the remainder of their property by virtue of any use to which said property may be dedicated or used.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors ~~xxxx~~ and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators

to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors ~~xxxx~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand, at Fort Worth, Texas this 27 day of July ~~A. D.~~ 19 35.
Witness ~~xx~~ at request of Grantor:

Ed Cheney

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, County of Tarrant

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

Given under my hand and seal of office this the 27 day of July A. D. 19 35.

(L.S.)

E. L. Maxwell
Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS, County of

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

Given under my hand and seal of office this day of A. D. 19

Filed for record the 6 day of Sept., 19 35, at 2:58 o'clock P M., and recorded the 7 day of Sept., 19 35 at 11:20 o'clock A. M.

#14042

J. W. (HAPPY) SHELTON County Clerk.

By Frances Sells Deputy Clerk.

Vol. 1273

P. 598

DEED RECORD VOLUME 1273

FORT WORTH INDEPENDENT SCHOOL DISTRICT TO CITY OF FORT WORTH

THE STATE OF TEXAS

County of Tarrant

Know All Men by These Presents:

THAT the Fort Worth Independent School District, a public school corporation, of the County of Tarrant, State of Texas for and in consideration of the sum of One ($1.00) Dollar to it ~~in hand~~ paid by the City of Fort Worth has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said City of Fort Worth, a municipal corporation, of the County of Tarrant, State of Texas, all that certain tract or strip of land out of the J. Van Riper Survey in Tarrant County, Texas, and described by metes and bounds as follows:

Beginning in the south line of the J. Van Riper Survey in the east line of Hawkins Street 677 feet east of the southwest corner of said Van Riper survey, said point of beginning being 30 feet north of the northwest corner of Block 33, Polytechnic Heights Addition to the City of Fort Worth, Tarrant County, Texas, said point of beginning also being the S.W. corner of a tract of land deeded to the Tarrant Investment Co. by C.F. Seibold, et al., on July 9, 1934, said deed being of record in Book 1215, Page 561, Deed Records of Tarrant County, Texas; thence east with the south line of said Van Riper Survey at 281.6 feet the S.W. corner of a tract of land deeded to Tarrant Investment Company by L.A. McWhirter et ux., said deed being of record in Book 1221, Page 157, Deed Records of Tarrant County, Texas, at 438.3 feet the southeast corner of said McWhirter tract, in all 696.8 feet the S.E. corner of said Seibold tract; thence north with the east line of said Seibold tract 40 feet a pipe; thence west 696.8 feet a pipe in the west line of said Seibold tract; thence south with said west line, 40 feet to the place of beginning.

Grantor herein does hereby waive any claim for damages accruing or to accrue to it and the remainder of its property on account of the use of the herein conveyed land for street purposes.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors and assigns, forever. And grantor does hereby bind itself and its successors

to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED at Fort Worth, Texas, this 27th day of November A. D. 19 35.

ATTEST: Mrs. Edwin T. Phillips
Secretary of Said Board.
(SEAL) O.K. R.M.R.

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
By George Thompson Jr.
President of Its Board of Education

THE STATE OF TEXAS,
County of Tarrant

BEFORE ME, the undersigned authority, a notary public in and for Tarrant County, Texas, on this day personally appeared George Thompson Jr., President of Board of Education of Fort Worth Independent School District, a public school corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this 27th day of November A. D. 19 35.

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

THE STATE OF TEXAS,
County of

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

Given under my hand and seal of office this day of A. D. 19

Filed for record the 9 day of Dec. 19 35 at 10:02 o'clock A. M., and recorded the 10 day of Dec. 19 35 at 10:05 o'clock A. M.

#19270

J. W. (MARTY) SHELTON
County Clerk.
By Deputy Clerk.

4.

File No. MF110848

Exhibit "A" to Deed

Date Filed: 3/26/10

Jerry Patterson, Commissioner

By

Exhibit B

8.457 acres of land, more or less, lying within Mitchell Boulevard, and described in the following tracts (Tracts 1 through 29):

Tract 1:
Called 0.077 acres of land, more or less, being part of Lots 1, 2 & 3, Block 5, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds as Tract No. 2 in that certain Quit-Claim Deed, dated the 24th day of May, 1938, by and between Florence A. Maxwell and husband, E. L. Maxwell, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 1326, Page 551, of the Official Public Records of Tarrant County, Texas.

Tract 2:
Called 0.220 acres of land, more or less, being part of Lots 13, 14, 15 & 16, Block 4, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds as Tract No. 1 in that certain Quit-Claim deed, dated the 24th day of May, 1938, by and between I. A. Pich and wife, Pauline Pich, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 1326, Page 550, of the Official Public Records of Tarrant County, Texas.

Tract 3:
Called 0.377 acres of land, more or less, being part of Lots 9, 10, 11 & 12, Block 4, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds as Tract No. 1 in that certain Quit-Claim Deed, dated the 24th day of May, 1938, by and between Florence A. Maxwell and husband, E. L. Maxwell, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 1326, Page 551, of the Official Public Records of Tarrant County, Texas.

Tract 4:
Called 0.007 acres of land, more or less, being part of Lot 6, Block 4, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds as Tract No. 2 in that certain Quit-Claim deed, dated the 24th day of May, 1938, by and between I. A. Pich and wife, Pauline Pich, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 1326, Page 550, of the Official Public Records of Tarrant County, Texas.

Tract 5:
Called 0.102 acres of land, more or less, being part of Lots 7 & 8, Block 4, out of the Clay Withers Addition, an Addition to the City of Fort Worth, being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 26th day of May, 1936, by and between Mrs. Gertrude La Croix, a widow, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1287, Page 354, of the Official Public Records of Tarrant County, Texas.

01-92-2

Tract 6:
2.4 acres of land, more or less, being out of the John Ringer Survey, Abstract No. 1286, Tarrant County, Texas, being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 22nd day of April, 1936, by and between Sarah O. Amos, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1285, Page 608, of the Official Public Records of Tarrant County, Texas.

Tract 7:
Called 1.560 acres of land, more or less, being out of the John Ringer Survey, Abstract No. 1286, Tarrant County, Texas, being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 22nd day of April, 1936, by and between C. E. Richardson and wife, Mrs. C. E. Richardson, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1280, Page 382, of the Official Public Records of Tarrant County, Texas.

Tract 8:
3.45 acres of land, more or less, being out of the Alex Thompson Survey, Abstract No. 1499, Tarrant County, Texas, being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 16th day of April, 1936, by and between Belle M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1288, Page 13, of the Official Public Records of Tarrant County, Texas.
SAVE & EXCEPT the following tract:
1.6 acres of land, more or less, being out of the Alex Thompson Survey, Abstract No. 1499, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Quit-Claim Deed, dated the 9th day of March, 1953, by and between Tarrant County, acting through its Commissioners' Court, as Grantor, and Edna Burchill and assigns, as Grantee, recorded in Volume 2538, Page 74, of the Official Public Records of Tarrant County, Texas.
Leaving a net acreage of 1.85 acres of land, more or less.

Tract 9:
0.040 acres of land, more or less, being part of Lots 15, 16, 17 & 18, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.040 acres being more particularly described by metes and bounds as Tract No. 1 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 10:
0.044 acres of land, more or less, being part of Lot 20, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.044 acres being more particularly described by metes and bounds as Tract No. 2 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 11:
0.078 acres of land, more or less, being part of Lot 22, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.078 acres being more particularly described by metes and bounds as Tract No. 3 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 12:
0.056 acres of land, more or less, being part of Lot 28, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.056 acres being more particularly described by metes and bounds as Tract No. 4 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 13:
0.002 acres of land, more or less, being part of Lot 30, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.002 acres being more particularly described by metes and bounds as Tract No. 5 in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between Belle M. Burchill and Edna M. Burchill, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1303, Page 461, of the Official Public Records of Tarrant County, Texas.

Tract 14:
0.015 acres of land, more or less, being part of Lot 19, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.015 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 5th day of February, 1937, by and between J. H. Stiles and wife, Mrs. J. H. Stiles, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1304, Page 459, of the Official Public Records of Tarrant County, Texas.

Tract 15:
0.097 acres of land, more or less, being part of Lot 23, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.097 acres being more particularly described by metes and bounds in that certain Deed, dated the 21st day of September, 1937, by and between Mrs. Grace Boardman, joined pro forma by her husband, J.P. Boardman, as Grantor, and Tarrant County, a political subdivision of the State of Texas, as Grantee, recorded in Volume 1333, Page 456, of the Official Public Records of Tarrant County, Texas.

07-92-2

Tract 16:
0.155 acres of land, more or less, being all of Lot 24, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.155 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 25th day of April, 1939, by and between W. E. Kistler and Laura Kistler, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1392, Page 35, of the Official Public Records of Tarrant County, Texas.
SAVE & EXCEPT the following tract:
0.038 acres of land, more or less, being part of Lot 24, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.038 acres being more particularly described by metes and bounds in that certain Quit-Claim Deed, dated the 21st day of January, 1960, by and between Tarrant County, acting through its Commissioners' Court, as Grantor, and M.R. Osborn, as Grantee, recorded in Volume 3407, Page 176, of the Official Public Records of Tarrant County, Texas.
Leaving a net acreage of 0.117 acres of land, more or less.

Tract 17:
0.060 acres of land, more or less, being part of Lot 26, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.060 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 21st day of January, 1948, by and between A.D. Bruton, a single man, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1973, Page 266, of the Official Public Records of Tarrant County, Texas.

Tract 18:
0.085 acres of land, more or less, being part of Lot 27, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.085 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 6th day of August, 1937, by and between Kenneth R. Neidholt and wife, Georgia Ann Neidholt, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1342, Page 125, of the Official Public Records of Tarrant County, Texas.

Tract 19:
0.010 acres of land, more or less, being part of Lot 29, Block 5, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.010 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 5th day of September, 1940, by and between F.E. McLemore, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1442, Page 455, of the Official Public Records of Tarrant County, Texas.

Tract 20:
0.044 acres of land, more or less, being part of Lot 16, Block 7, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.044 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 24th day of October, 1952, by and between G.W. Lowe and wife, Ida Lowe, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 2490, Page 39, of the Official Public Records of Tarrant County, Texas.

Tract 21:
0.025 acres of land, more or less, being part of Lot 16, Block 7, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas, said 0.025 acres being more particularly described by metes and bounds in that certain R-O-W Deed, dated the 11th day of October, 1937, by and between Roy Amos and wife, Helen Amos, as Grantor, and Tarrant County, acting through the Commissioners' Court, as Grantee, recorded in Volume 1344, Page 556, of the Official Public Records of Tarrant County, Texas.

Tract 22:
0.017 acres of land, more or less, being the remainder of Lot 19, Block 5, that lies within Mitchell Boulevard and was not previously conveyed in Tract 14 above, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 23:
0.059 acres of land, more or less, being that portion of Lot 21, Block 5, that lies within Mitchell Boulevard, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 24:
0.125 acres of land, more or less, being that portion of Lot 25, Block 5, that lies within Mitchell Boulevard, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 25:
0.054 acres of land, more or less, being the remainder of Lot 26, Block 5, that lies within Mitchell Boulevard and was not previously conveyed in Tract 17 above, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 26:
0.012 acres of land, more or less, being the remainder of Lot 29, Block 5, that lies within Mitchell Boulevard and was not previously conveyed in Tract 19 above, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 27:
0.014 acres of land, more or less, being that portion of Lot 14, Block 7, that lies within Mitchell Boulevard, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 28:
0.044 acres of land, more or less, being that portion of Lot 15, Block 7, that lies within Mitchell Boulevard, out of the Avalon Heights Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Tract 29:
0.966 acres of land, more or less, being only the portion of that certain 6.71 acres of land, more or less, that lies within Mitchell Boulevard and north of U.S. Highway No. 287, conveyed in that certain R-O-W Deed, dated the 24th day of March, 1937, by and between William J. Berne, as Grantor, and Tarrant County, acting by and through its Commissioners' Court, as Grantee, recorded in Volume 1323, Page 589, of the Official Public Records of Tarrant County, Texas.

01.92.2

WD
05/24/1938
05/31/1938

Florence A. Maxwell et vir to City of Ft Wo

551

DEED RECORD VOLUME 1326

FLORENCE A. MAXWELL ET VIR TO: CITY OF FORT WORTH

FHR

THE STATE OF TEXAS }
County of TARRANT } *Know All Men by These Presents:*

THAT Florence A. Maxwell and husband, E. L. Maxwell of the County of Tarrant and State of Texas, for and in consideration of the sum of Seven hundred and fifty ($750.00) DOLLARS, to us in hand paid by the City of Fort Worth, a Municipal Corporation of the County of Tarrant and State of Texas, the receipt of which is hereby acknowledged, do by these presents, BARGAIN, SELL, RELEASE AND FOREVER QUIT-CLAIM unto the said City of Fort Worth, A Municipal Corporation its heirs and assigns, all their right, title and interest in and to that certain tract or parcel of land lying in the County of Tarrant and State of Texas, described as follows, to-wit:

All of that certain lot, block, tract or parcel of land required for right of way by approved new location survey of Forest Hill-everman County Line Road, County Project No. 1004, over and across Lots 9, 10, 11, 12, in Block 4, and Lots 1, 2, and 3, in Block 5, Clay Withers Addition to the City of Fort Worth Tarrant County, Texas, heretofore conveyed to Florence A. Maxwell by Clyde A. Watkins by deed dated the 31st day of December, A. D. 1934, and recorded in Volume No. 1273, Page No. 218, of the Deed Records of Tarrant County, Texas; said lot, block, tract or parcel of land/conveyed being more particularly described as follows:

TRACT NO. 1: Beginning at a point in the Northwest corner of Lot 12, Block 4, of Clay Withers Addition; thence South along the West line of said Lot 12 Block 4, 27.4 feet to a point the Westerly right of way line of the Old Tarrant County Traction Company; thence along the Westerly right of way line of the Old Tarrant County Traction Company 195.9 feet across a part of Lot 12 and Lots 11, 10, and 9 to a point in the South line of Lot 9 in said Block 4; thence East along the South line of the said Lot 9, Block 4, 32.4 feet to the Southeast corner of Lot 9; thence North along the East line of Lots 9, 10 and 11 and part of Lot 12 in Block 4 of the Clay Withers Addition 151.2 feet to the Easterly right of way line of the Old Tarrant County Traction Company; thence along the Easterly right of way line of the Old Tarrant County Traction Company 55.4 feet across Lot 12, Block 4, to a point in the North line of Lot 12, Block 4; thence West with the North line of said Lot 12, 98.8 feet to the point of beginning.

TRACT NO. 2: Beginning at a point in the East line of Lot 1, Block 5, of Clay Withers Addition 10 feet North of the Southeast corner of said lot; thence South along the East line of Lots 1, 2 and 3, Block 5, of Clay Withers Addition 110 feet to a point the Southeast corner of Lot 3, Block 5, 1.6 feet to the Westerly right of way line of the Old Tarrant County Traction Company; thence along the Westerly right of way line of the Old Tarrant County Traction Company and across Lots 3, 2 and a part of Lot 1, Block 5, of the Clay Withers Addition 124.7 feet to a point; thence East 61 feet to the place of beginning.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Fort Worth, a Municipal Corporation its heirs and assigns forever, so that neither we the said Florence A. Maxwell and husband, E. L. Maxwell nor our heirs, nor any person or persons claiming under us shall, at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS our hands at Fort Worth this 24th day of May A. D. 19 38.

Witnesses at the Request of Grantor:

FLORENCE A. MAXWELL

E. L. MAXWELL

THE STATE OF TEXAS,
County of ____ } BEFORE ME, ____
in and for ____ County, Texas, on this day personally appeared ____
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of ____ A. D. 19__

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of May A. D. 1938.

(LS) ARDELL M. YOUNG, Notary Public in and for Tarrant County, Texas.

Filed for Record the 26 day of May A. D. 19 38, at 3 o'clock 27 minutes P M.,
and recorded the 31 day of May A. D. 19 38, at 8 o'clock 30 minutes A M.
By H. Lorraine Bragg Deputy. MRS. HAPPY SHELTON County Clerk.

#75616

WD
05/24/1938
05/31/1938
A. Pich etux
to
City of Ft. Worth

DEED RECORD VOLUME 1326

L. A. PICH ET UX TO: CITY OF FORT WORTH

AHT

THE STATE OF TEXAS }
County of TARRANT } *Know All Men by These Presents:*

THAT I. A. Pich and wife, Pauline Pich of the County of Tarrant and State of Texas, for and in consideration of the sum of Six Hundred ($600.00) DOLLARS, to us in hand paid by the City of Fort Worth, a Municipal Corporation of the County of Tarrant and State of Texas, the receipt of which is hereby acknowledged, do by these presents, BARGAIN, SELL, RELEASE AND FOREVER QUIT-CLAIM unto the said City of Fort Worth, a Municipal Corporation its heirs and assigns, all their right, title and interest in and to that certain tract or parcel of land lying in the County of Tarrant and State of Texas, described as follows, to-wit:

All of that certain lot, block, tract or parcel of land required for right of way by approved new location survey of Forest Hill-Everman County Line Road, County Project No. 1004, over and across Lots 16, 15, 14, 13 and 6, Block 4, Clay Withers Addition to the City of Fort Worth, in Tarrant County, Texas, heretofore conveyed to L. A. Pich by C. A. Watkins by deed dated the _____ day of _____, and recorded in Volume No., _____, Page No. _____, of the Deed Records of Tarrant County, Texas; said lot, block, tract or parcel of land herein conveyed being more particularly described as follows:

TRACT NO. 1: beginning at the Southwest corner of Lot 13, Block 4, Clay Withers Addition on Withers Street; thence along the dividing line between Lots 12 and 13, 98.6 feet to the Eastern right of way line of the Old Tarrant County Traction Company; thence North 29 deg. 00' West with the Eastern right of way line of the Old Tarrant County Traction Company and crossing Lots 13, 14, 15 and part of Lot 16, Block 4, Clay Withers Addition, a distance of 184.1 feet, more or less, to the South right of way line of the proposed Rosedale Street Extension; thence in a Western direction with the South right of way line of the proposed Rosedale Street Extension, 18.0 feet, more or less, to the Eastern line of Withers Street; thence South with the Eastern line of Withers Street and crossing a part of Lot 16 and all of Lots 15, 14, and 15, Block 4, Clay Withers Addition, a distance of 163.0 feet, more or less, to the place of beginning.

TRACT NO. 2: Beginning at the Southwest corner of Lot 6, Block 4, Clay Withers Addition; thence East with the South line of Lot 6, 17.5 feet to the easterly right of way line of the Old Tarrant County Traction Company; thence North 29 deg. 00' West with the Old Tarrant County Traction Company across Lot 6 for a distance of 37 feet to the West line of Lot 6, same being at the East line of Alley; thence South with the West line of Lot 6, for a distance of 32.6 feet to the place of beginning.

The above description of Tract No. 1 and Tract No. 2 is intended to convey all of the land within the right of way lines of the Old Tarrant County Traction Company, being a portion of Lots 6, 13, 14, 15 and 16, Block 4, Clay Withers Addition; said land being conveyed to L. A. Pich by Clyde A. Watkins.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Fort Worth, a Municipal Corporation its heirs and assigns forever, so that neither we the said PAULINE PICH and husband, L. A. PICH nor our heirs, nor any person or persons claiming under us shall, at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS our hands at Fort Worth, this 24th day of May A. D. 19 38

Witnesses at the Request of Grantor:

L. A. PICH

PAULINE PICH

THE STATE OF TEXAS, }
County of _____ } BEFORE ME, _____
in and for _____ County, Texas, on this day personally appeared _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ A. D. 19____

_____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of May A. D. 1938.

(LS) ARDELL M. YOUNG, Notary Public in and for _____ County, Texas.

Filed for Record the 26 day of May A. D. 19 38, at 3 o'clock 20 minutes P. M.,
and recorded the 31 day of May A. D. 19 38, at 9 o'clock 00 minutes A. M.

By W. Lorrain Bragg Deputy. MRS. HAPPY SHELTON County Clerk.

#75619

12/21/1939
ROW Deed
05/26/1936
05/29/1936

Mrs. Gertrude La Croix
to
Tarrant County

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of May, 1936.

JEWELL JOYCE, Notary Public,
Tarrant County,
Texas.

(L.S.)

FILED FOR RECORD MAY 27, 1936 at 10:27 A.M.

RECORDED FOR RECORD MAY 29, 1936 at 9:30 A.M.

J. W. (HAPPY) SHELTON
COUNTY CLERK, TARRANT COUNTY,
TEXAS.

BY Frances Bell DEPUTY

30181

G.G

MRS. GERTRUDE LA CROIX
TO: RT. OF WAY DEED.
TARRANT COUNTY

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT Mrs. Gertrude La Croix, a widow, of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Eighty & No/100 Dollars to me in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Forest Hill-Everman Co. Line Road, County Project No. 1004, over and across Lot 8, Block 4, Clay Withers Addition to Fort Worth, in Tarrant County, Texas, heretofore conveyed to Mrs. Gertrude LaCroix by Clyde A. Walkins by deed dated 2nd day of February, 1934, and recorded in Volume No. 1275, Page No. 509, of the Deed Records of Tarrant County, Texas; said tract or parcel of land herein conveyed being more particularly described as follows:

Beginning at the Southwest corner of Lot 8, Block 4, Clay Withers Addition, said Southwest corner being at the corner of an Alley on the North side of Grandy Avenue sometimes known as Avenue "G".

Thence along the East side of Alley across Lots 8 & 7, Block 4, 100 ft. to the Northwest corner of Lot 7;

Thence East along the North line of Lot 7, Block 4, 17.5 ft. to the Easterly right of way line of the Old Tarrant County Traction Company;

Thence along the Easterly right of way line of the Old Tarrant County Traction Company and across Lots 7 & 8, 113.5 ft. to the South line of Lot 8, Block 5, Clay Withers Addition and the North line of Grandy Avenue sometimes known as Avenue "G";

Thence West along the South line of Lot 8, Block 5, 71.2 ft. to the place of beginning.

It is also agreed and understood that Tarrant County will remove present fence and place same on the R.O.W.line.

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

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

WITNESS OUR HANDS AT FORT WORTH, TEXAS, this the 26 day or May, A.D. 1936.

STATE OF TEXAS I MRS. GERTRUDE LACROIX
COUNTY OF TARRANT I

BEFORE ME, Chester L. Jones, a notary public in and for said County and State, on this day personally appeared Mrs. Certrude La Croix, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 26 day of May A.D. 1936.

CHESTER L. JONES, Notary Public,
Tarrant County,
Texas.

(L.S.)

FILED FOR RECORD MAY 28, 1936 at 1:30 P.M.

RECORDED FOR RECORD MAY 29, 1936 at 11:40 A.M.

J. W. (HAPPY) SHELTON
COUNTY CLERK, TARRANT COUNTY,
TEXAS.

BY Frances Blue DEPUTY

30226

96

PLANET INS. CO. I
TO: RECV'S.TFR. L. I
PYRAMID LF. INS. CO. I

STATE OF TEXAS I
COUNTY OF TRAVIS I

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, on the 4th day of April 1936, the State of Texas by and through William McCraw, its duly elected and qualified Attorney General, as Plaintiff, filed its certain petition and then and there commenced a civil action in the 98th Judicial District Count of Travis County, Texas, against Planet Insurance Company, Defendant, numbered on the docket of said Court as cause No. 56874, praying among other things for the appointment of a Receiver to take charge of and control all the assets of the said Defendant; and

WHEREAS, such proceedings were had in that cause that, by the order of said Court, George C. Kemble, on the 4th day of April, 1936, was appointed Receiver of all the assets, real and personal property, claims, liens and equitable interest belongint to the said Planet Insurance Company and ordered to discharge his said trust sucject to the further orders and direction of the said Court; and

WHEREAS, I, George C. Kemble, as Receiver, did on the 6th day of April, 1936, give bond as required by the Court and duly qualified as said Receiver and take possession of all the assets, real and personal property, claims, liens and equitable interest belonging to the said Planet Insurance Company; and

WHEREAS, I, as Receiver, did on the 9th day of April, 1936, file in said cause an application praying said Court that an order be entered authorizing me to make a contract with a reputable and solvent insurance company to assume and take over the liability of the Defendant, Planet Insurance Company on its outstanding policies, and the Court did on the 9th day of April, 1936, enter an order authorizing and empowering me to enter into said contract as prayed for; and

WHEREAS, I, as said Receiver, pursuant to the said order, did enter into and execute a contract with Pyramid Life Insurance Company, a corporation organized under the laws of the State of Arkansas and doing an insurance business in the State of Texas, on the 20th day of April, 1936, whereby said Pyramid Life Insurance Company assumed and took over the liabilities of the Defendant to its policyholders upon the terms and conditions set out in said contract and in consideration thereof, I, as Receiver, agreed to transfer and deliver to said Pyramid Life Insurance Company all the assets of Planet Insurance Company, Defendant, that

ROW Deed
04/23/1936
04/24/1936

Sarah O. Amos
to
Tarrant County

2.4@

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

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

Witness my hand at Fort Worth, Texas, this the 7th day of April, A. D. 1936.

WM. J. BERNE.

THE STATE OF TEXAS I
COUNTY OF TARRANT I BEFORE ME, Joe F. Orr, a notary Public in and for said County and State, on this day personally appeared Wm. J. Berne, known to me the to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 7th day of April, 1936.

JOE. F. ORR, Notary Public
L. S. Tarrant County, Texas.

FILED FOR RECORD APRIL 23, 1936 at 1:44 P. M.
RECORDED APRIL 24, 1936 at 2:00 P. M. J. W. "HAPPY" SHELTON
BY: Alamis w Rist DEPUTY COUNTY CLERK, TARRANT COUNTY, TEXAS.

#27740

****

SARAH O. AMOS I
TO: R OF W DEED I
TARRANT COUNTY I

STATE OF TEXAS I
COUNTY OF TARRANT I

TARRANT COUNTY HIGHWAY DEPARTMENT
RIGHT-OF-WAY DEED
KNOW ALL MEN BY THESE PRESENTS:

That Sarah O. Amos of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Thirty five Hundred & no/100 Dollars to me in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Forest Hill-Everman County, Line Road, CountyProject No. 1004, over and across a 2.4 acre tract, out of the J. Ringer Survey, in Tarrant County, Texas, heretofore conveyed to Sarah O. Amos by Roy Amos, et ux, by deed dated 21st day of June, 1933, and recorded in Volume No. 1203, page No. 420, of the Deed Records of Tarrant County, Texas; said tract or parcel of land herein conveyed being more particularly described as follows:

Beginning at a point in the Old Tarrant County Traction Company's Westerly right of Way line where same intersects the South property line of Grandy Avenue, known as Avenue "G";

Thence along the Southern property line of Avenue "G" 113.5 ft. to the Eastern right of way line of the Old Tarrant County Traction Company; Thence South 29° 00' East with the Eastern right of way line of the Old Tarrant County Traction Company approximately 1027 ft. to the Northern property line of Avenue "J", sometimes known as Maddox Avenue; Thence in a Westerly direction with the Northern property line of Avenue "J" 102.0 ft. to the Western right of way line of the Old Tarrant County Traction Company: Thence North 29° 00' West with the Western right of way line of the Old Tarrant County Traction Company approximately 1060.0 ft. to the Southern property line of Avenue "G", the place of beginning.

Containing in all 2.4 acres, more or less, and includes all buildings on the above described property.

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

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

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

Witness our hands at Fort Worth, Texas, this the 22 day of April, A. D. 1936.

SARAH O. AMOS

STATE OF TEXAS I
COUNTY OF TARRANT I BEFORE ME, CHESTER L. JONES, a Notary Public in and for said County and State, on this day personally appeared Sarah O. Amos, known to me (or proved to me on the oath of ____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 22 day of April, A. D. 1936.

CHESTER L. JONES, Notary Public
Tarrant County Texas.

L. S.

FILED FOR RECORD APRIL 23, 1936 at 1:44 P. M.
RECORDED APRIL 24, 1936 at 3:15 P. M. J. W. "HAPPY" SHELTON
BY: Pauline Reed DEPUTY COUNTY CLERK, TARRANT COUNTY, TEXAS

#27741

* * * * * * * *

M. B. DRAKE I
TO: RIGHT OF WAY DEED I
TARRANT COUNTY I

STATE OF TEXAS I
COUNTY OF TARRANT I

TARRANT COUNTY HIGHWAY DEPARTMENT
RIGHT-OF-WAY DEED
KNOW ALL MEN BY THESE PRESENTS:

That M. B. Drake and wife Lillian Belle Drake of the County of Tarrant, in the State of Texas, for and in consideration of the sum of One & No/100 Dollars to us in hand paid by Tarrant County, acting through the commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Forest Hill-Everman County Line Road, County Project no. 1004, over and across Lots 5 & 6 Block 4, Trueland Addition, out of J. Justice Survey, in Tarrant County, Texas, heretofore conveyed to M. B. Drake by C. R. Vickery, Ind. Executor for E. J. True Estate by deed dated 20th day of April, 1928, and recorded in Volume No. 1070, page No. 85, of the Deed records of Tarrant County, Texas; said tract or parcel of land herein conveyed being more particularly described as follows:

Beginning at the Northeast corner of Lot 6, Block 4, Trueland Addition, same being at the intersection of the North Lot line of Lot 6 and the West line of Jackson Street, Trueland Addition; Thence in a Southerly direction along a curve the West line of Jackson Street , the same being the East property line of Block 4, Trueland Addition crossing Lots 5 & 6, a distance of 201.2 ft. to the Southeast corner of Lot 5, Block 4, Trueland Addition; Thence West with the South property line of Lot 5, Block 4, Trueland Addition 29.2 ft. to a point the Westerly right of way line of the new approved location survey of County Project No. 1004; Thence North 6° 07' West with the Westerly right of way line of County Project No. 1004 crossing Lots 5 & 6, Block 4, Trueland Addition, 100.8 ft. to the North line of Lot 6, Block 4; Thence East with the North line of Lot 6, Block 4, 24.6 ft. to the place of beginning.

The above description is intended to convey a portion of land off the East end

ROW Deed
04/22/1936
04/24/1936

C.E. Richardson et ux to Tarrant County

C. E. RICHARDSON ◊
TO: RIGHT-of-WAY DEED ◊
TARRANT COUNTY ◊

TARRANT COUNTY HIGHWAY DEPARTMENT RIGHT-of-WAY DEED

STATE OF TEXAS ◊
COUNTY OF TARRANT ◊ KNOW ALL MEN BY THESE PRESENTS

THAT C. E. Richardson and wife Mrs. C. E. Richardson of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Three Hundred fifty & no/100 Dollars to us in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Forest Hill-Everman County, Line Road County Project No. 1004, over and across a_____acre tract, out of the J. Ringer Survey, in Tarrant County, Texas, heretofore conveyed to C. E. Richardson by Clyde A. Watkins by deed dated day of , and recorded in Volume No. , Page No. , of the Deed Records of Tarrant County, Texas; said tract or parcel of land herein conveyed being more particularly described as follows:

Beginning at a point where the South property line of the C. E. Richardson tract of land intersects the Easterly right of way line of the Old Tarrant County Traction Company;

Thence South 29° 00' East with the Easterly right of way line of the Old Tarrant County Traction Company 752.0 ft., more or less, to a point the Northern property line of Burchill Road;

Thence in a Westerly direction along the Northern property line of the Burchill Road 187.6 ft. to the Western right of way line of the Old Tarrant County Traction Company;

Thence North 29° 00' West with the Western right of way line of the Old Tarrant County Traction Company 616 ft., more or less, to a point the South property line of Avenue "J";

Thence in a Easterly direction with the South property line of Avenue "J" 102 ft., more or less, to the place of beginning.

The above description is intended to convey all that portion of land within the right of way lines of the Old Tarrant County Traction Company, and being Southerly from Avenue "J" and Northerly from Burchill Road, having been conveyed to C. E. Richardson by Clyde A. Watkins.

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

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 22 day of April A.D. 1936.

C. E. Richardson

Mrs. C. E. Richardson

STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

BEFORE ME, Chester L. Jones, a notary public in and for said County and State, on this day personally appeared C. E. Richardson, known to me (or proved to me on the oath of

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

Given under my hand and seal of office,this the 22 day of April A.D. 1936.

Chester L. Jones

(L.S.) Notary Public, Tarrant County,Texas.

STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

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

Given under my hand and seal of office, this the 22 day of April A.D. 1936.

Chester L. Jones

(L.S.) Notary Public, Tarrant County,Texas.

FILED FOR RECORD APR. 23, 1936 at 1:44 PM

RECORDED APR. 24,1936 at 10:40 AM

J. W.(HAPPY) SHELTON, COUNTY CLERK

BY Frances Sees DEPUTY TARRANT COUNTY, TEXAS

27744

R/P.

UNION TRUST COMPANY OF MARYLAND AND WM. G. DANCY, TRUSTEES ◊

TO: TRANSFER ◊

MICHIGAN REALTY COMPANY ◊

THE STATE OF MARYLAND ◊ KNOW ALL MEN BY THESE PRESENTS

CITY OF BALTIMORE ◊ BFL-F-1552-GF-7802

THAT Union Trust Company of Maryland, a corporation existing under the laws of the State of Maryland, and Wm. G. Dancy, Trustees, the owners and holders of that certain First Lien Note dated February 1, 1931, made and delivered by J. A. Foster and wife, Vernie Sarah Foster, payable to the order of Franklin Bond and Mortgage Company, and being the First Lien Note mentioned in an Extension Agreement of even date therewith, executed by the makers thereof, recorded in Volume 1133, Page 36, of the Deed Records of Tarrant County, Texas, securing two Extension Notes given in renewal and extension of two other notes dated March 1, 1928, executed by Leon D. Alexander and wife, Hazel May Alexander, in the aggregate sum of THREE THOUSAND TWO HUNDRED AND NO/100 ($3,200.00) DOLLARS, payable to the order of said Franklin Bond and Mortgage Company as mentioned in Deed of Trust of even date therewith from the said Loen D. Alexander and wife, Hazel May Alexander, to J. Buford Todd and Albert C. Dulaney, Trustees,on Lot Number Twelve (12), of the L. D.Alexander Addition to the City of Fort Worth, Tarrant County,Texas, recorded in Volume 369, Page 145, of the Deed of Trust Records of said County, which Deed of Trust likewise secures the note first hereinbefore described, for and in consideration of the sum of FIVE AND NO/100 ($5.00) DOLLARS, and other valuable considerations, to them in hand paid by Michigan Realty Company the receipt of which is hereby acknowledged, have TRANSFERRED,ENDORSED and ASSIGNED, and by these presents do TRANSFER, ENDORSE, ASSIGN and DELIVER unto the said Michigan Realty

ROW Deed
04/16/1936
04/24/1936
Belle M. Burchill
to
Tarrant County
3.45@

notes, and the land securing the payment thereof, and,

WHEREAS, the undersigned is the legal and equitable owner and holder of said notes, and the party entitled to receive payment thereon, but for a valuable consideration has agreed to release any and all liens heretofore existing or now existing by reason of said notes, or the record thereof in so far as it covers or affects the property hereinafter described,

NOW THEREFORE, I, H. B. CHURCH, in consideration of the premises and of the sum of $10.00 cash in hand paid, receipt of which is hereby acknowledged, have released and do hereby release any and all liens heretofore existing, or now existing, by reason of said notes, above described, or of the record thereof, in so far as it covers or affects the following described tract of land: Situated in Tarrant County, Texas, to-wit:

Being in the City or Ft. Worth and being Lot One (1) in Block Seven (7), Masonic Home Addition, Second Filing to the City of Ft. Worth, Tarrant County, Texas.

and hereby declare said land fully released and discharged from any and all liens created by virtue of said notes, and vendor's lien above mentioned.

EXECUTED THIS 22nd day of April A. D. 1936.

H. B. CHURCH

STATE OF TEXAS)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared H.B. Church known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of April A. D. 1936.

(LS) P. O. LOPP, Notary Public in and for Tarrant County, Texas.

FILED FOR RECORD APRIL 23, 1936 at 11:18 A.M.
RECORDED FOR RECORD APRIL 24, 1936 at 10:15 A.M.

J. W. (HAPPY) SHELTON
COUNTY CLERK, TARRANT COUNTY, TEXAS.

BY J. Lorraine Boggs DEPUTY

#27724

CE NO.374

TARRANT COUNTY HIGHWAY DEPARTMENT
RIGHT-OF-WAY DEED

BELLE M. BURCHILL)
TO: R OR W. DEED)
TARRANT COUNTY.)

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

THAT Belle M. Burchill of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Five Hundred & no/100 Dollars to me in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged,

have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Forest Hill-Everman County Line Road, County Project No. 1004, over and across a 3.45 acre tract, out of the J. Ringer & Alex Thompson Survey, in Tarrant County, Texas, heretofore conveyed to Belle M. Burchill by Clyde A. Watkins by deed dated 22nd day of October, 1934, and recorded in Volume No. 1237, Page No. 387, of the Deed Records of Tarrant County, Texas; said tract or parcel of land herein conveyed being more particularly described as follows:

Beginning at a point in the South line of the Mrs. B. M. & E. M. Burchill tract of land where the same intersects the Easterly right of way line of the Old Tarrant County Traction Company; said point being 714.7 ft. West of the Northeast corner of the J. W. Berne tract of land;

Thence in a Northwesterly direction around a curve that is 50 ft. Easterly from and concentric to the center line curve of 2° 00' for a distance of 247.2 ft. to a point the end of said curve;

Thence North 29° 00' West with the Eastern right of way line of the Old Tarrant County Traction Company 1198.5 ft. to the Southern property line of Burchill Road;

Thence in a Westerly direction with the Southern right of way line of the Burchill Road 187.6 ft. to the Western right of way line of the Old Tarrant County Traction Company;

Thence South 29° 00' East with the Western right of way line of the Old Tarrant County Traction Company 1357.2 ft. to a point the beginning of a curve to the right whose radius is 2814.9 ft;

Thence in a Southerly direction around said curve 196.7 ft. to the Southerly property line of the Mrs. B. M. & E. M. Burchill tract;

Thence in an Easterly direction with the Southerly property line of the Mrs. B. M. & E.M. Burchill tract 109.2 ft. to the place of beginning.

Containing in all 3.45 acres of land.

The above description is intended to convey only that portion of land lying within the 100 ft. right of way of the Old Tarrant County Traction Company and deeded to Belle M. Burchill by Clyde A Watkins.

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

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 16 day of April A. D. 1936.

BELLE M. BURCHILL

STATE OF TEXAS)
COUNTY OF TARRANT)

BEFORE ME, Chester L. Jones a notary public in and for said County and State, on this day personally appeared Belle M. Burchill, known to me (or proved to me on the oath of

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

Given under my hand and seal of office, this the 16 day of April A. D. 1936.

(LS) CHESTER L. JONES, Notary Public, Tarrant County, Texas.

FILED FOR RECORD APRIL 23, 1936 at 1:44 P.M.
RECORDED FOR RECORD APRIL 24, 1936 at 10:45 A.M.
BY _____ DEPUTY

J. W. (HAPPY) SHELTON
COUNTY CLERK, TARRANT COUNTY
TEXAS.

#27743

SP.

THE CITIZENS SAV. & LOAN ASSN)
TO: T D T)
THE EQUITABLE BLDG & LOAN ASSN)

STATE OF TEXAS)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS:

That The Citizens Saving & Loan Association, a corporation of the above State and County, in consideration of Eight Hundred Twenty & 09/100 DOLLARS($820.09) to it in hand now paid by Equitable Building & Loan Association, also a corporation of the above State and County has Transferred, Assigned, Sold and Delivered and does hereby Transrer, Assign, Sell and Deliver unto Equitable Building & Loan Association one note dated 1st day of November, A. D. , 1932, executed by B. H. Glenn and wife, Burnette Glenn, payable to The Citizens Saving & Loan Association, and fully described in and secured by a deed of trust of even date therewith of record in Book 418 page 551, Deed of Trust Records, Tarrant County, Texas, covering the following property in said County:

Lot 3, Block 28½, Glenwood; Lot 3, and the South 95 Ft. of Lot 4, Block 62, Highlands to Glenwood; Additions to Fort Worth, Tarrant County, Texas.

And for the consideration stated, THE CITIZENS SAVING & LOAN ASSOCIATION does hereby TRANSFER, SELL and CONVEY unto EQUITABLE BUILDING & LOAN ASSOCIATION, its successors and assigns, the above mentioned deed of trust lien, together with all liens of every character merged therein and to which The Citizens Saving & Loan Association was subrogated, as well as all right, title and interest in said land owned and held by The Citizens Saving & Loan Association.

And THE CITIZENS SAVING & LOAN ASSOCIATION does represent and warrant that the debt evidenced by said note is a valid obligation;that $820.09 now remains unpaid thereon; and that the lien hereby transferred is a valid first lien against the above described property.

EXECUTED at Fort Worth, Texas, this is the 20th day of April, A. D. 1936.

(SEAL) THE CITIZENS SAVING & LOAN ASSOCIATION
BY C. L. MOBLEY , President

(CONTINUED)

That in consideration of the partial payment according to the face and tenor thereof, of certain promissory note dated October 1o, 1947, executed and delivered by J. F. Farlow and M. C. Halligan, payable to the undersigned V. V. Tipton in the sum of $10,250.00 payable in annual installments of $1,000.00 on the 10th day of October of each year thereafter, with interest at the rate of five per-cent per annum, and more fully described in a certain Deed of Trust Lien executed by J. F. Farlow and M. C. Halligan to Richard Owens, Trustee, of even date therewith dated the 10th day of October, 1947, and recorded in Vol. 702 on page 392 of the records of Deeds of Trust of Tarrant County, Texas, I, the said V. V. Tipton the owner and holder of said note, do hereby release the Deed of Trust and all liens shown by said instrument to exist upon the following described property, to secure payment of said note, viz: In said Tarrant County, Texas, and being known and described as Lot 21, Block 2, in and of Sundown Park Addition, First Filing, to the City of Ft. Worth in said Tarrant County, Texas;

But it is understood and agreed that this is a partial release of said note and the lien securing same as to Lot 21, Block2, only in said addition, and that it shall in no way or manner waive, effect, or in any way impair the lien of said note and lien as to the remainder of said property in said Deed of Trust described; but as to the remainder of said property described therein, said note and lien securing same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed, this the 4th day of March, 1953.

V. V. Tipton

V. V. Tipton

The State of Texas,
County of TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of March, A. D. 1953.

(S.S.) Helen Kaye Helen Kaye
Notary Public in and for County, Texas

Filed for Record MAR 9 1953 at 3:26 P.M.
And Recorded MAR 12 1953 at 3:27 P.M.
Instrument No. 14704 MELVIN MELTON PAUL County Clerk
Tarrant County, Texas
By M. Kennedy Deputy

14705

QUIT-CLAIM DEED
JOINT ACKNOWLEDGMENT

Tarrant County

TO

Edna M. Burchill and her assigns

Filed for Record ... A. D. 19... at ... o'clock ... M. ... County Clerk, Deputy
Recorded ... A. D. 19... County Records Book ... Page ... County Clerk, Deputy
By ...

FILED
TARRANT COUNTY, TEXAS
MAR 9 3 27 PM 53
MELVIN MELTON PAUL
COUNTY CLERK

RECORDING FEE, $
This Deed should be immediately Filed with the County Clerk for Record.

Mail to Miss Edna M. Burchill
2861 Burchill Road, Ft Worth

0 2 5 3 8 0 0 7 4

ADOPTED FOR SALE BY STAFFORD-LOWDON CO. FORT WORTH
R 101—QUIT-CLAIM DEED—Short and With Separate Acknowledgment—Class 6. Texas Standard Form.

THE STATE OF TEXAS } *Know all Men by these Presents:*
COUNTY OF TARRANT }

THAT Tarrant County, Acting though its Commissioners' Court of the County of Tarrant and State of Texas, for and in consideration of the sum of One ($1.00) DOLLARS to us in hand paid by Edna Burchill and assigns of the County of Tarrant and State of Texas, the receipt of which is hereby acknowledged, do by these presents, BARGAIN, SELL, RELEASE AND FOREVER QUIT-CLAIM unto the said Edna Burchill and assigns her heirs and assigns, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Tarrant and State of Texas, described as follows, to-wit:

That portion of the Old Tarrant County Traction Company right of way which lies outside the limits of County Project No. 1004 in the Alex Thompson Survey, and being more particularly described as follows:

Beginning at a point in the south line of the Mrs. B. M. & E. M. Burchill tract of land where the same intersects the easterly right of way line of the Old Tarrant County Traction Company; said point being 714.7 feet west of the northeast corner of the J. W. Berne tract of land;

Thence in a northwesterly direction around a curve that is 50 feet easterly from and concentric to the centerline curve of 2° 00' for a distance of 158 feet, more or less, the end of said curve;

Thence N. 29° W. with the eastern right of way line of the Old Tarrant County Traction Company, 790 feet, more or less, to a point in the easterly right of way line of County Project No. 1004, said point being in a curve with a radius of 1472.7 feet;

Thence with said curve in a southeasterly direction a distance of 510 feet, more or less, to a point in the westerly right of way line of the Old Tarrant County Traction Company;

Thence with said westerly right of way line, S. 29° E. 300 feet, more or less, to the beginning of a curve to the right which lies 50 feet westerly from and concentric to the centerline curve of 2° 00';

Thence with said curve in a southeasterly direction 110 feet, more or less, to a point in the south line of the Mrs. B. M. & E. M. Burchill tract;

Thence with said south line, east 105 feet, more or less, to the place of beginning and containing 1.6 acres, more or less.

It is the intent of the grantor to disclaim only that portion of the Old Fort Worth-Cleburne Interurban right of way across the B lle M. Burchill land, not used in the present location of Mitchell Blvd. (County Project No. 1004) as shown on plans in the County Engineer's Office.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said Tarrant County, its heirs and assigns, forever, so that neither they the said Tarrant County nor its heirs, nor any person or persons claiming under them shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Witness our hands at Fort Worth, Texas this day of March A. D. 1953

Witnesses at the Request of Grantor:

Jim Owens
Comm. Prec. #3

Comm. Prec. #4

Fin Brown
County Judge

Bryan Henderson
Comm. Prec. # 1

C. A. Wright
Comm. Prec. #2

0 2 5 3 8 0 0 7 5

THE STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Gus Brown, Bryan Henderson, C. H. Wright, J. W. Owens and Rosco Minton known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 9th day of March A. D. 1953

NOTARIAL SEAL impressed

Steve Crumpler
Notary Public in and for Tarrant County, Texas

Filed for Record MAR 9 1953 at 3:27 P.M.
And Recorded MAR 10 1953 at 8:29 A.M.
Instrument No. 14705
MELVIN "MEL" FAULK, County Clerk
Tarrant County, Texas
By D. Kennedy Deputy

Release of D.T. from 14706
SO Clerk

FILED
TEXAS
MAR 9 3:45 PM '53
MELVIN "MEL" FAULK
COUNTY CLERK

Loan No. 50328

TEXAS RELEASE OF DEED OF TRUST

STATE OF TEXAS }
COUNTY OF TARRANT } ss

WHEREAS, on the 26th day of June, 1951, ELDON B. WESTERN and wife, LUCILLE B. WESTERN executed a Deed of Trust to A. H. CAHALLAHER, JR., Trustee, conveying:

Being Lots 16 and 17, and the East ½ of Lot 18 in Block 148 of CHAMBERLIN ARLINGTON HEIGHTS, First Filing, an addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in the Deed Records of Tarrant County, Texas.

to secure the payment of one note for the sum of $10,500.00, payable to the order of Mortgage Investment Corp., and more fully described in said deed of trust, which was recorded in Volume 889, Page 105, Deed of Trust Records of said County;

AND WHEREAS, said indebtedness has been paid in full;

NOW, THEREFORE, OCCIDENTAL LIFE INSURANCE COMPANY OF CALIFORNIA, (formerly Occidental Life Insurance Company, a California corporation) a corporation organized under the laws of the State of California, the legal owner and holder of said note, in consideration of the full and final payment thereof, the receipt of which is hereby acknowledged, does by these presents forever release and discharge the property above described from the lien of said deed of trust.

ROW Deed
02/05/1937
02/08/1937

Belle M. Burchill
+
Edna M. Burchill
to
Tarrant Count

5 tracts

and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of Feb. A.D. 1937.

LOUISE YAGER, Notary Public in and for Tarrant County, Texas.

(L.S.)

THE STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of February, A.D. 1937.

LOUISE YAGER, Notary Public in and for Tarrant County, Texas.

(L.S.)

FILED FOR RECORD FEB. 6, 1937 at 4:09 P.M.
RECORDED FEB. 8, 1937 at 3:50 P.M.

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

BY Frances Blue DEPUTY
46318

BELLE M. BURCHILL ET AL ◊
TO: R.OW. DEED ◊
TARRANT COUNTY ◊

STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

KNOW ALL MEN BY THESE PRESENTS:

THAT, Belle M. Burchill and Edna M. Burchill of the County of Tarrant, in the State of Texas, for and in consideration of the sum of One & NO/100 Dollars to us cash in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged and confessed, have Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey, unto the said Tarrant County, all of that certain lot, block, tract or parcel of land required for right of way by the approved new location survey of Wichita Street, County Project No. 1004, over and across Block 5, Avalon Heights Addition to the City of Fort Worth, out of the A. Thompson Survey, in Tarrant County, Texas, heretofore conveyed to Belle M. Burchill and Edna M. Burchill by Robert McCart by deed dated the 28th day of February 1890, and recorded in volume No. 72, Page No. 578, of the Deed Records of Tarrant County, Texas; said lot, block, tract or parcel of land herein conveyed being more particularly described as follows;

TRACT NO. 1-

BEGINNING at a point, the Southeasterly corner of Lot 18, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, said point being in the Westerly line of the Old Fort Worth and Cleburne Interurban's right of way:

THENCE North 28° 03' West along the Easterly line of Lots 18, 17, 16 and 15 of Block 5, of said Avalon Addition, 183.5 ft. to the intersection of the Westerly right of way line of

the new approved location of County Project No. 1004, said point being 50 ft. Westerly from and at right angles to the center line of said location at Station 29 +55 of said project;

THENCE in a Southerly direction around a curve of 1382.4 ft. radius, 50 ft. Westerly from and concentric with the center line of said location survey of Project No. 1004, Wichita Street, 185.4 ft. to the Southerly line of said Lot 18, Block 7;

THENCE North 61°-57' East in the Southerly line of said Lot 18; 23 ft. to the place of beginning, said tract being a part of Lots 15, 16, 17 and 18 of Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, containing 0.040 acres of land more or less.

TRACT NO. 2.

TRACT NO. 2.

BEGINNING at a point the Southeasterly corner of Lot 20, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, said point being in the Westerly right of way line of the Old Fort Worth Cleburne Interurban's right of way;

THENCE North 28°-03' West in the Easterly line of said Lot 20, - 50 ft. to the Northeasterly corner of said lot;

THENCE South 61°-57' West in the Northerly line of said lot 20, -32.5 ft. to the intersection of the Westerly right of way line of the new approved location of County Project No. 1004;

[illegible]

THENCE in a Southeasterly direction around a curve of 1382.4 ft. radius, 50 ft. Westerly from and concentric with the center line of said County Project No. 1004, Wichita Street, 51.5 ft. to the Southerly line of said Lot 20;

THENCE North 61°-57' East in the Southerly line of said lot 20, -44 ft. to the place of beginning.

Being a part of Lot 20, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas.

Containing 0.044 acres of land more or less.

TRACT No. 3.

BEGINNING at a point, the Southeasterly corner of Lot 22, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, said point also being in the Westerly right of way line of the Old Ft. Worth and Cleburne Interurban's right of way.

THENCE North 28°-03' West in the Easterly line of said Lot 22, 50 ft. to the Northeasterly corner of said lot;

THENCE South 61°-57' West in the Northerly line of said lot 22, -58.5 ft. to the intersection of the Westerly right of way line of the new approved location survey of County project No. 1004;

THENCE in a Southeasterly direction around a curve of 1382.4 ft. radius 50 ft. Westerly from and concentric with the center line of said Project No. 1004 - 53 ft. to the Southerly line of said Lot 22.

THENCE North 61°-57' East in the Southerly line of said Lot 22, -75.0 ft. to the place of beginning, said tract being a part of 22, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas.

Containing 0.078 acres of land more or less.

TRACT NO. 4.

TRACT NO. 4.

BEGINNING at a point, the Southwesterly corner of Lot 28, Block 5, Avalon Heights

Addition to the City of Fort Worth, Texas, said point being also in the Easterly line of Brooks Street;

THENCE North 28°-03' West in the Westerly line of said Lot 28, -50 ft. to the Northwesterly corner of said lot;

THENCE North 61°-57' East in the Northerly line of said Lot 28, -56.5 ft. to the intersection of the Easterly right of way line of the new approved location of County Project No. 1004.

THENCE South 0°-26' East in the Easterly right of way line of said Proj. No. 1004, - 50 ft. Easterly from and parallel to the center line of said Proj. 56.4 ft. to the Southerly line of said Lot 28;

THENCE South 61°-57' West in the Southerly line of said Lot 28, - 31.5 ft. to the place of beginning, said tract being a part of Lot 28, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, containing 0.056 acres of land more or less.

TRACT NO. 5-

BEGINNING at a point, the Northwesterly corner of Lot 30, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, said point being in the Easterly line of Brooks Street;

THENCE North 61°-57' East in the Northerly line of said Lot 30, -9.5 ft. to the intersection of the Easterly right of way line of the new approved location of County Project No. 1004;

THENCE South 0°-26' East in the Easterly right of way line of said Project No. 1004, Wichita Street, 50 ft. Easterly from and parallel to the center line of said Project 20.8 ft. to the intersection of the Easterly property line of Brooks Street, the Weaterly line of said Lot 30;

THENCE North 28°-03' West in the Westerly line of said Lot 30, - 18.5 ft. to the place of beginning, said tract being a part of Lot 30, - Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, containing 0.002 acres of land more or less.

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

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

WITNESS OUR HANDS, at Fort Worth, Texas, this the 5 day of Feb., A.D. 1937.

BELLE M. BURCHILL

EDNA M. BURCHILL

STATE OF TEXAS)
COUNTY OF TARRANT)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of Feb., A.D. 1937.

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

(L.S.)

STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, a Notary Public in and for said County, and State, on this day personally appeared Edna M. Burchill, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of Feb., A.D. 1937.

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

(L.S.)

FILED FOR RECORD FEB. 6, 1937 at 11:10 A.M.

RECORDED FEB. 8, 1937 at 4:45 P.M.

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

BY Frances Blue DEPUTY

46285

W. J. SCHULTE ET UX |
TO: WARR. DEED. |
R. E. DURINGER ET AL |

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

THAT WE, W. J. Schulte and Nora Schulte, husband and wife, of Tarrant County, State of Texas, for and in consideration of the sum of Twenty Five and No/100 ($25.00) Dollars, in hand to us paid by R. E. Duringer and W. C. Duringer, the receipt of which is hereby acknowledged and confessed, and the cancellation and return by R. E. Duringer and W. C. Duringer of that certain promissory vendor's lien note dated the 15th day of June, 1934, executed by the said W. J. Schulte and Nora Schulte, payable to the order of R. E. Duringer and W.C.Duringer, in the principal sum of Eight Hundred Ninety-five and 04 100 ($895.04) Dollars, on or before one year after date, have Granted, Sold and Conveyed, and by these presents do Grant Sell and Convey unto the said R. E. Duringer and W. C. Duringer of the County of Tarrant, State of Texas, all of that certain lot, tract or parcel of land lying and being situated in Tarrant County, Texas, out of the G. N. Butts Survey and described by metes and bounds as follows, to-wit:

BEGINNING at a stake in the North line of said G. N. Butts Survey 2664.4 ft. west of the northwest corner of said survey;

THENCE: South 125 feet to stake;

THENCE: East 163.4 feet to stake;

THENCE: North 125 feet to stake in the north line of said Butts Survey;

THENCE: West with said north line 163.4 feet to the place of beginning.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said R. E. Duringer and W. C. Duringer, their heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators to warrant and forever defend all and singular the premises unto the said R. E. Duringer and W. C. Duringer their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this the 25th day of January A.D. 1937.

W. J. SCHULTE

$1.00 U.S.I.R.S. CANCELLED

MRS. NORA SCHULTE.

ROW Deed
02/05/1937
02/09/1937

J. H. Stiles et ux to Tarrant Count

It is expressly stipulated that said Deed of Trust is hereby released only in so far as it affects the said Lot Number 21 of Westside Acres, heretofore described, and that such deed of Trust shall otherwise remain unimpaired in full force and effect against all other property therein described.

Executed this the 3rd day of February, A. D. 1937.

TINA BROOKER FITE

BEN H. MARTIN, Joint Receivers of the Estate of J. N. Brooker, Deceased

STATE OF TEXAS I
COUNTY OF TARRANT I

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Tina Brooker Fite and Ben H. Martin, joint receivers of the Estate of J. N. Brooker, deceased, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

MRS. R. F. PASCHAL, Notary Public in and for Tarrant County, Texas.

Given under my hand and seal of office this the 3rd day of February A. D. 1937.

Filed for Record February 8, 1937 at 3:16 P. M.

Recorded February 9, 1937 at 4:20 P. M.

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

BY: Sandie Wheat Deputy

#46379

* * * * * * *

J. H. STILES, ET UX I
TO: RIGHT OF WAY DEED I
TARRANT COUNTY I

STATE OF TEXAS I
COUNTY OF TARRANT I

TARRANT COUNTY HIGHWAY DEPARTMENT
RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT J. H. STILES AND WIFE Mrs J. H. Stiles of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Twenty five & no/100 Dollars to us in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Wichita Street County Project No. 1004 over and across the North half of Lot 19, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, in Tarrant County, Texas, heretofore conveyed to Russel by __ by deed Dated 1st day of April, 1930, and recorded in Volume No. 1095, page No. 128, of the deed records of Tarrant County, Texas; said tract or parcel of land herein conveyed, being subject to lien(s) held by: by deed and being more particularly described as follows, to-wit:

BEGINNING at a point, the Northeasterly corner of lot 19, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, said point being in the Westerly right of way line of the Old Fort Worth and Cleburne Interurban Right of Way:

Thence South 61° - 57' West in the Northerly line of said Lot 19,-23 ft. to the intersection of the Westerly right of way line of the new approved location of County Project No. 1004;

Thence in a Southerly direction in the Westerly right of way line of said Project No. 1004, along a curve of 1382.4 ft. radius, same being 50 ft. Westerly from and concentric to the center line of said location survey 25.3 ft. to the Southerly line of the South half of said Lot 19;

Thence North 61°-57' East in the Southerly line of said South half of Lot 19, - 26.5 ft. to the Southest Corner of the North half of said lot 19.

Thence North 28° - 03' West in the East line of said lot 19, 25.0 ft. to the place of beginning.

Containing 0.015 acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Tarrant County, and its successors and assigns forever; and we do hereby bind ourselves and our heirs and administrators, to warrant and forever defend, all and singular the said premises unto the said Tarrant County, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 5 day of Feb. A. D. 1937.

J. H. STILES

MRS. STILES

STATE OF TEXAS I

COUNTY OF TARRANT I

BEFORE ME, Chester L. Jones, a notary Public in and for said County and State, on this day personally appeared J. H. Stiles, known to me (or proved to me on the oath of __) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 5 day of Feb. A. D. 1937.

CHESTER L. JONES, Notary Public

Tarrant County, Texas

L. S.

STATE OF TEXAS I

COUNTY OF TARRANT I

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

Given under my hand and seal of office, this the 5 day of Feb. A. D. 1937

CHESTER L. JONES, Notary Public

Tarrant County, Texas.

L. S.

FILED FOR RECORD FEBRUARY 8, 1937 at 2:42 P. M.

RECORDED FEBRUARY 9, 1937 at 4:40 P. M.

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

BY: Blanche Wheat DEPUTY

#46372

ROW Deed
09/21/1937
09/29/1937

THE STATE OF TEXAS }
County of TARRANT } Know All Men by These Presents:

THAT I, Mrs. Grace Boardman, joined herein pro forma by my husband, J. P. Boardman, of the County of Travis, State of Texas, for and in consideration of the sum of One Hundred ($100.00) DOLLARS, to me in hand paid by Tarrant County, a political subdivision of the State of Texas, as follows: cash the receipt of which is hereby acknowledged and confessed; have granted, sold and conveyed, and by these presents do grant, sell and convey, unto said Tarrant County, a political subdivision of the State of Texas, of the County of Tarrant, State of Texas, all that certain all that certain tract or parcel of land situated in the City of Fort Worth, Tarrant County, Texas, to-wit: All of that certain tract or parcel of land required for right of way by approved new location survey of Wichita Street, County Project No. 1004, over and across Lot 23, Block 5, Avalon Heights Addition to the City of Fort Worth, Tarrant County, Texas, and being more particularly described as follows, to-wit: BEGINNING at a point, the southeasterly corner of Lot 23, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, said point being in the Westerly right of way line of the old Fort Worth and Cleburne Interurban right of way; THENCE North 28 deg. 03' West in the easterly line of said lot 23, 50 feet to the northeasterly corner of said lot; THENCE south 61 deg. 57' West in the Northerly line of said lot 23, 75.0 feet to the intersection of the Westerly right of way line of the new approved location of County Project No. 1004; THENCE in a southerly direction around a curve of 1382.4 feet radius in the westerly right of way line of said Project No. 1004; Wichita Street, 50 feet westerly from and concentric with the center line of said Project No. 1004, 53.5 feet to the southerly line of said Lot 23; THENCE north 61 deg. 57' in the southerly line of said lot 23, 93.5 feet to the place of beginning. Containing 0.097 acres of land, more or less;

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Tarrant County, and its ~~xxxxxx~~assigns, forever. And we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Tarrant County, and its ~~xxxxxxx~~assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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

Witness at request of Grantor:
James J. Moritz
W. D. Collett

MRS. GRACE BOARDMAN
J. P. BOARDMAN

THE STATE OF TEXAS, County of Travis } BEFORE ME, the undersigned, a Notary Public, in and for said County and State ~~xxxxxxxxx~~ on this day personally appeared J. P. Boardman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the day of Sept. A. D. 1937.

L. S. (LS)

ALBERT BOGGESS, JR. - Notary Public in and for Travis County, Texas.

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

Given under my hand and seal of office this the 21st day of Sept. A. D. 1937.

L. S. (LS)

H. L. CALHOUN - Notary Public in and for Tarrant County, Texas.

Filed for record the 21 day of September, 1937, at 12:02 o'clock P. M., and recorded the 29 day of September, 1937, at 8:55 o'clock A. M.

MRS. HAPPY SHELTON County Clerk.

By E E Schmidt Deputy Clerk.

#61070

W. E. KISTLER
TO RIGHT-OF-WAY DEED
TARRANT COUNTY

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

TARRANT COUNTY HIGHWAY DEPARTMENT

RIGHT-OF-WAY DEED

THAT W. E. Kistler and Laura Kistler, of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Fifty and No/100 Dollars to me in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Wichita Street County Project No. 1004, over and across

Lot 24, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, in Tarrant County, Texas, heretofore conveyed to W. E. Kistler, by _____ By Deed Dated _____ Day of _____, and recorded in Volume No. _____, Page No. _____, of the Deed Records of Tarrant County, Texas; said tract or parcel of land herein conveyed, being subject to lien(s), held by: _____ by deed and being more particularly described as follows, to wit:

Being all of Lot 24, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, and being further Described as follows:

BEGINNING at the Northeasterly corner of said Lot 24, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, said point of beginning being in the Westerly right of way line of the old Fort Worth and Cleburne Interurban right of way:

THENCE South 28° - 03' East in the Easterly line of said Lot 24, 50 feet to the Southeasterly corner of said Lot;

THENCE South 61° - 57' West in the Southerly line of said Lot 24, 135 feet to the Southwesterly corner of said Lot;

THENCE North 28° - 03' West in the Westerly line of said Lot, 50 feet to the Northwesterly corner of said Lot;

THENCE North 61° - 57' East in the Northerly line of said Lot 24, 135 feet to the place of beginning.

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

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 25th day of April, A. D., 1939.

W. E. KISTLER
LAURA KISTLER

STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, J. P. ELDER, a Notary Public, in and for said County and State, on this day personally appeared W. E. Kistler, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of April, A. D., 1939.

J. P. ELDER, Notary Public,
Tarrant County, Texas.

(L.S.)

STATE OF TEXAS |
COUNTY OF TARRANT |

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 25th day of April, A. D., 1939.

J. P. ELDER, Notary Public,
Tarrant County, Texas.

(L.S.)

FILED FOR RECORD MAY 1, 1939, at 11:05 AM.
RECORDED MAY 8, 1939, at 4:10 PM.

MRS HAPPY SHELTON
COUNTY CLERK, TARRANT COUNTY
TEXAS.

BY Edna Greene DEPUTY

#8738

****

OHB

J. F. SCHMALZRIED, |
TO REL. V/L. | THE STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS:
W. E. WYATT | COUNTY OF TARRANT |

THAT I, J. F. Schmalzried, the legal owner of that certain note dated January 31, 1938, in the principal sum of $250.00, executed by W. E. Wyatt payable to my order on or before 12 months after date fully described in and secured by vendor's lien in deed of even date therewith executed by J. F. Schmalzried convey-

Vol. 76

COPY FOR SALE BY STAFFORD-LOWDON CO. FORT WORTH

E 695—QUIT-CLAIM DEED—Single and Wife's Separate Acknowledgment—Class 6. Texas Standard Forms

3945

THE STATE OF TEXAS }
COUNTY OF Tarrant }

Know all Men by these Presents:

THAT Tarrant County, acting through its Commissioners' Court (Marvin B. Simpson, Jr., Co. Judge; Byran Henderson, Comm. Prec. #1; C. H. Wright, Comm. Prec. #2; Earl Johnson, Comm. Prec. #3; Rosco Minton, Comm. Prec. #4)

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

of the sum of Two Hundred ($200.00) DOLLARS

to us in hand paid by M. R. Osborn

of the County of Tarrant and State of Texas the receipt of

which is hereby acknowledged, do, by these presents, BARGAIN, SELL, RELEASE AND FOREVER QUIT-CLAIM unto the said M. R. Osborn

his heirs and assigns, all their right, title and interest in and to that certain tract or parcel of land lying in the County of Tarrant and State of Texas, described as follows, to-wit:

Being a part of Lot 24A & B, of Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, as recorded in the Plat Records of Tarrant County, Texas, and being all of the remaining part of Lot 24A & B that lies west of the westerly right of way line of Mitchell Blvd; and being more particular described by metes and bounds as follows:
Beginning at a point in the Easterly line of Brooks Street, said point being the southwest corner of Lot 24A & B, Block 5, Avalon Heights Addition;
Thence North 61° 57' East in the southerly line of said Lot 24, a distance of 23 feet to a point in the westerly right of way line of said Mitchell Blvd.;
Thence northerly in the said westerly line of Mitchell Blvd., a distance of 54 feet to a point in the northerly line of said Lot 24;
Thence South 61° 57' West in said line, a distance of 42.5 feet to a point in the easterly line of Brooks Street, the northwest corner of Lot 24;
Thence South 28° 03' East in the westerly line of said Lot 24, the easterly line of said Brooks Street, a distance of 50 feet to the point of beginning and containing 0.038 of an acre of land, more or less, out of the A. Thompson Survey.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said Tarrant County, its

heirs and assigns, forever, so that neither they the said Tarrant County

nor its heirs, nor any person or persons claiming under them shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Witness our hand at Fort Worth, Texas this 21st day of January A. D. 1960

Witnesses at the Request of Grantor:

Earl Johnson
Comm. Prec. #3

Lloyd Minton
Comm. Prec. #4

Marvin B. Simpson Jr.
County Judge

Byran Henderson
Comm. Prec. #1

C. H. Wright
Comm. Prec. #2

THE STATE OF TEXAS }
COUNTY OF Tarrant }

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Marvin B. Simpson, Jr., C. H. Wright, Earl Johnson, Rosco Minton and Bryan Henderson known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 21st day of January A. D. 1960

Jeanne Bonnell Jessie M. Brown
Notary Public in and for Tarrant County, Texas

Filed for Record JAN 21 1960 at 2:17 P.M.
And Recorded JAN 25 1960 at 10:53 A.M.
Instrument No. 3945
MELVIN "MEL" FAULK, County Clerk
Tarrant County, Texas
By J. Wood Deputy

3 4 0 7 8 1 7 6

1995/266

Beginning at the present southwest corner of the R. J. Purvis tract of land out of the Louis Finger Survey, 24 feet from and at right angles to station 12 + 79 on the centerline of County Project No. 2017-E, said point being in the south line of the tract deeded to R. J. Purvis by Maud Eakes, as recorded in Vol. 1803, Page 251, Tarrant County Deed Records:

Thence east in the south line of said Purvis tract 1 feet to a point in the proposed east right of way line of said project, same being 25 feet from and parallel with the said centerline of said project;

Thence N. 0° 30' west with said right of way line 673 feet to a point in the north line of said Purvis tract;

Thence west in said north line 4 feet to a point in the present east right of way line of said project;

Thence in a southerly direction in said present right of way line 673 feet to the place of beginning and containing 0.039 acres of land, more or less.

For the purpose of opening, constructing and maintaining a permanent roadway in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representative having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said roadway or any part thereof.

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 23rd day of Jan. A. D. 1948

Roscoe J Purvis

STATE OF TEXAS
County of Tarrant

Before me Dixon H Purvis a notary public in and for said County and State, on this day personally appeared R J Purvis known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 22 day of January A. D. 1948

Dixon H Purvis
DIXON H. PURVIS, NOTARY PUBLIC
Notary Public Tarrant County, Texas

NOTARIAL SEAL

Filed for Record JAN 27 1948 at 3:15 P.M.
And Recorded JAN 28 1948 at 10:00 A.M.
Instrument No. 7652

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

RIGHT-OF-WAY DEED

County Project No. 1004
Name of Project Wichita Street
Between and

Date 1948

A. P. Eakes (FORMERLY)

TARRANT COUNTY

Filed for Record
A. D. 19
Recorded
A. D. 19 in Tarrant County, Texas,
Record of Deeds, Book Page
Clerk
Deputy

Deed Recorded Vol. 1995 Page 266 Tarrant County, Texas

Deputy Auditor, Tarrant County, Texas

C E No. 874

TARRANT COUNTY HIGHWAY DEPARTMENT
RIGHT-OF-WAY DEED

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

THAT A. D. Bruton, A SINGLE MAN

of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Thirty & No/100 ($30.00) Dollars to me in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of A. Thompson County Project No. 1004 over and across Wichita Street in Tarrant County, Texas, heretofore conveyed to A. D. Bruton By By Deed Dated 17th Day of May, 1930, and recorded in Volume No. 1141 Page No. 212 of the Deed records of Tarrant County, Texas; said tract or parcel of land herein conveyed, being subject to lien(s) held by by deed

and being more particularly described as follows, to wit:

Beginning at a point, the southwest corner of Lot 26-A, Block 5 of the Avalon Heights Addition to the City of Fort Worth, Texas;

Thence N. 61°57' E. with the north property line of said Lot 110 feet to a point in the proposed east right of way line of County Project 1004;

Thence in a southerly direction with the said right of way line 28 feet to a point in the south property line of said lot;

Thence S. 61° 57' W. with the south property line of said lot 98.5 feet to a point the southeast corner of said lot;

Thence N. 28° 03' W. with the west line of said lot 25 feet to the place of beginning.

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

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 21 day of January A. D. 1948

A. D. Bruton

STATE OF TEXAS,
County of TARRANT

Before me Steve Champeaux a notary public in and for said County and State, on this day personally appeared A. D. Bruton, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 21st day of Jan. A. D. 1948

Steve Champeaux

Steve Champeaux
Notary Public, Tarrant County, Texas.

NOTARIAL SEAL Impressed

Filed for Record JAN 27 1948 at 9 o'Clock A.M.
And Recorded JAN 28 1948 at 10 o'Clock A.M.
Instrument No. 3638
MELVIN "MEL" FAULK, County Clerk
Tarrant County, Texas
By R. Langston Deputy

0 1 9 T 3 0 2 6 7

1542/125
ROW Deed
08/06/1937
08/16/1937

TARRANT COUNTY HIGHWAY DEPARTMENT
RIGHT-OF-WAY DEED

KENNETH R. NEIDHOLT, et ux
TO
TARRANT COUNTY

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT Kennth R. Neidholt and wife Georgia Ann Neidholt of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Sixty five & No/100 Dollars to us in hend paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by aporoved new location survey of Wichita Street County Project No. 1004 over and across and being a part of Lot 27, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, in Tarrant County, Texas, heretofore conveyed to Kenneth R. Neidholt by by Deed dated ___ day of ___, and recorded in Volume No. ___, Page No. ___, of the Deed records of Tarrant County, Texas; said tract or parcel of land herein conveyed, being subject to lien(s) held by _____ by deed and being more particularly described as follows, to wit: BEGINNING at a point, the Southwesterly corner of Lot 27, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, said point being in the Easterly property line of Brooks Street; THENCE North 28°-03' West in the Westerly line of said Lot 27,- 50 ft. to the Northwesterly corner of said Lot; THENCE North 61°-57' East in the Northerly line of said Lot 27,- 86 ft. to the intersection of the Easterly right of way line of the new approved location of County Project No. 1004; THENCE in a Southerly direction in said Easterly right of way line, 50 ft. Easterly from and parallel to the center line of said Project No. 1004, Wichita St. 56.1 ft. to the Southerly line of said Lot 27; THENCE South 61°-57' West in the Southerly line of said Lot 27,- 56.5 ft. to the place of beginning. Containing 0.085 acre of land more or less.

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

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

WITNESS Our hands at Fort Worth, Texas, this the 6th day of August, A. D. 1937.

Kenneth R. Neidholt

Georgia Ann Neidholt

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Kenneth R. Neidholt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 6th day of August, A. D. 1937.

L. S.

R. H. Piland, Notary Public in and for
Tarrant County, Texas.

STATE OF TEXAS |
COUNTY OF TARRANT | Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Georgia Ann Neidholt, wife of Kenneth R. Neidholt, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Georgia Ann Neidholt acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 6th day of August, A. D. 1937.

L. S. R. H. Piland, Notary Public in and for Tarrant County, Texas.

Filed for Record August 9, 1937, at 11:12 A. M.

Recorded August 16, 1937, at 8:45 A. M.

Mrs. Happy Shelton, County Clerk,

By [signature] Deputy. Tarrant County, Texas.

#58524

-0-0-0-

Loan No. 22107
TEXAS RELEASE

THE MORTBON CORPORATION |
TO | RELEASE | BE IT KNOWN BY THESE PRESENTS,
S. ROTSKY |

That The Mortbon Corporation of New York, a corporation organized under the laws of the State of New York, does hereby release a certain Deed of Trust made by S. Rotsky to The Mortgage-Bond Company of New York dated November 1, 1930, and recorded in the office of the County Clerk in and for Tarrant County, in the State of Texas, in Book 386 Page 41, the said Deed of Trust and the debt secured thereby were later assigned to The Mortbon Corporation of New York and does also hereby acknowledge payment in full of the debt secured by said Deed of Trust and any and all other liens held by the undersigned to secure the above note shown by said instrument to exist.

IN WITNESS WHEREOF, The Mortbon Corporation of New York, a corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its Vice-President and Secretary, and its corporate seal to be hereto affixed, this 5th day of August, 1937.

(SEAL) THE MORTBON CORPORATION OF NEW YORK

By A. E. Fuechsel, Vice-President.

Signed and Sealed in Presence of:
J. Ramsden
M. Benert

Attest: W. E. Fitzpatrick, Secretary.

STATE OF NEW YORK |
| ss.:
CITY AND COUNTY OF NEW YORK | Before me, Frederick G. Cherdron, a Notary Public duly commissioned and qualified in and for the County and State of New York, on this day personally appeared A. E. Fuechsel and W. E. Fitzpatrick, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration and in the capacity therein expressed, as the act and deed of The Mortbon Corporation of New York.

75436 STAFFORD-LOWDON CO. FORT WORTH

corporation chartered under the laws of the State of Pennsylvania, said above described lease and the leasehold and all the rights therein conveyed and secured, together with all other rights, titles, interests or privileges in and to said property and minerals thereunder, given, conveyed or created by virtue of said instrument mentioned and grantor hereby warrants the title to said lease and leasehold rights, and that same is free of all liens and enbumbrances, that grantor has the authority and right to convey the same, and that said lease is in full force and effect.

TO HAVE AND TO HOLD unto said Gulf Oil Corporation, its successors and assigns forever.

IN EVIDENCE OF ALL OF WHICH, Witness grantor's signature on this the 19th day of April, 1940.

G. R. THOMAS

$ .50 U. S. I. R. S. CANCELLED

STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, on this day personally appeared G. R. Thomas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this ___ day of June, A. D., 1940.

L. S.

CLARA LAGOW, NOTARY PUBLIC IN AND FOR
TARRANT COUNTY, TEXAS

FILED FOR RECORD SEPTEMBER 5, 1940, at 2:50 P. M.
RECORDED SEPTEMBER 16, 1940, at 3:50 P. M.
BY Jean Harris DEPUTY

MRS. HAPPY SHELTON, COUNTY CLERK
TARRANT COUNTY, TEXAS

#17685

-0-0-0-0-

TARRANT COUNTY HIGHWAY DEPARTMENT RIGHT-OF-WAY DEED.

F. E. MCLEMORE | STATE OF TEXAS |
TO | RIGHT OF WAY DEED | KNOW ALL MEN BY THESE PRESENTS:
TARRANT COUNTY | COUNTY OF TARRANT |

THAT F. E. McLemore, of the County of Tarrant, in the State of Texas, for and in consideration of the sum of $15.00 Fifteen & No/100 Dollars to me in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of _____ County Project No. 1004 over and across _____ in Tarrant County, Texas, heretofore conveyed to _____ By _____ by Deed dated _____ day of _____, and recorded in Volume No. _____, page ____, No.____, of the Deed records of Tarrant County, Texas; said tract or parcel of land herein con-

veyed, being subject to lien(s) held by: _____ by deed _____.

and being more particularly described as follows, to wit:

Being a part of Lot No. 29-B, Block No. 5, Avalon Heights Addition to the City of Fort Worth, Texas, and being further described as follows:

BEGINNING at the Southwest corner of said Lot No. 29-B, Block 5, Avalon Heights Addition to the City of Fort Worth, Texas, said point of beginning being also in the easterly right-of-way line of Brooks Street in said Avalon Addition;

Thence North 28° 03' west in the westerly line of said Lot No. 29-B, 25 feet to the northwest corner of said lot;

Thence north 61° 57' east in the northerly line of said Lot No. 29-B, 23 feet to a point in said northerly line;

Thence South 0° 26' east, 28.2 feet to a point in the southerly line of said Lot No. 29-B;

Thence South 61° 57' west in said southerly line of said tract, 9.5 feet to place of beginning containing 0.10 of an acre of land, more or less.

Said deed and description to cover all of that westerly part of Lot No. 29-B that is now within the right-of-way limits of County Project No. 1004 known as Mitchel Blvd.

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

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 5 day of Sept., A. D, 1940.

F. E. MCLEMORE

STATE OF TEXAS ,
COUNTY OF TARRANT

BEFORE ME, H. D. Orr, a notary public in and for said County and State, on this day personally appeared F. E. McLemore, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of Sept. A. D., 1940.

L. S.

H. D. ORR, NOTARY PUBLIC
TARRANT COUNTY, TEXAS

STAFFORD-LOWDON CO. FORT WORTH

FILED FOR RECORD SEPTEMBER 5, 1940, at 3:53 P. M.
RECORDED SEPTEMBER 16, 1940, at 4:25 P. M.
BY Jean Harris DEPUTY

MRS. HAPPY SHELTON, COUNTY CLERK
TARRANT COUNTY, TEXAS

#17689

-0-0-0-0-

8/18

MP

GUARANTY B & L ASS'N
TO
GEN. W. D.
JAMES T. ROGERS ET UX

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS: That GUARANTY BUILDING AND LOAN COMPANY, a corporation, of Galveston, Texas, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, to said grantor in hand paid by the grantees hereinafter named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAMES T. ROGERS AND WIFE, Madeline Rogers, of Tarrant County, Texas, all that certain property situated in the City of Fort Worth, Tarrant County, State of Texas, described as follows, to-wit:

Lot Three Hundred Fifty (350), Block Thirteen (13), Hyde Park Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 63, Page 9, Plat Records of Tarrant County, Texas.

TO HAVE AND TO HOLD THE said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantees above named, their heirs and assigns forever. And the undersigned does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the said property unto the said grantees above named, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTEES herein assume full payment of all taxes for the year 1940.

Resolution authorizing the execution of this conveyance is attached hereto, marked Exhibit "A", and made a part hereof.

$1.65 U. S. I. R. S. CANCELLED

EXHIBIT "A"

I, R. C. Mensing, Assistant Secretary of Guaranty Building and Loan Co. hereby certify that at a regular meeting of the Board of Directors of Guaranty Building and Loan Co., held on the 8th day of August, A. D., 1940, at its offices in the Guaranty Building, in the City of Galveston, Texas, a quorum being present, the following resolution was passed on motion made, duly seconded and unanimously adopted and is now in full force and effect to-wit: "Be it resolved that the President or Vice President of the Guaranty Building and Loan Co., attested by the Secretary or Assistant Secretary of the Corporation, be and they are hereby authorized to execute a deed of conveyance to the following described real estate to-wit:

2490139

DEED RECORD Vol. 2490 PAGE 39

The State of Texas,
County of Tarrant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David H Brown

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of October A. D. 1952

(L. S.) NOTARIAL SEAL

T. C. Rachel
Notary Public in and for

Filed for Record NOV 3 1952 at 1:47 P.M.
And Recorded at 11:24 A.M.
Instrument No. 60174
MELVIN McCULLOUGH, County Clerk
Tarrant County, Texas
By

60174

County Project No. 1004
Name of Project Forest Hill-Kennedale
Between and
RIGHT-OF-WAY DEED
Date 194
FILED
NOV 3 1952
TARRANT COUNTY
COUNTY CLERK
Filed for Record A. D. 194 , in Tarrant County, Texas.
Recorded day of A. D. 194 , in Tarrant County, Texas.
Record of Deeds Book Page
Clerk
Deputy

C E No. 374

TARRANT COUNTY HIGHWAY DEPARTMENT
RIGHT-OF-WAY DEED

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT G. W. Lowe et ux

of the County of Tarrant, in the State of Texas, for and in consideration of the sum of Twenty five & No/100 ($25.00) Dollars to us in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of County Project No. 1004 over and across
A. Thompson Survey
in Tarrant County, Texas, heretofore conveyed to By By Deed
Dated Day of , and recorded in Volume No. , Page No. of the Deed records of Tarrant County, Texas; said tract or parcel of land herein conveyed, being subject to lien(s) held by by deed

and being more particularly described as follows, to wit:

Beginning at a point, the intersection of the westerly right of way line of County Project No. 1004 and the southerly line of Lot 164, Block 7 of the Avalon Heights Addition in the A. Thompson Survey, which southerly is the property line of land of G. W. Lowe et ux as recorded in Vol. 1102, page 547 of the Tarrant County Deed Records:

0244 0009

40

Thence with said right of way line, N. 0° 26' W. 25 feet to a point;

Thence N. 61° 57' E. 51.2 feet to a point in the westerly line of Brooks St.;

Thence with the westerly line of Brooks St., S. 28° 03' E. 40.0 feet to a point;

Thence southwesterly 66 feet to the place of beginning, and containing 0.04 acres of land, more or less.

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

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 24 day of Oct. A. D. 19 52

W. L. Hobbs — G. W. Lowe, By wife Ida Lowe

Mrs Pauline Forte

STATE OF TEXAS,
County of Tarrant

Before me, the undersigned a notary public in and for said County and State, on this day personally appeared G. W. Lowe known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 24 day of Oct. A. D. 194 52

NOTARIAL SEAL impressed

Dick Boog
Notary Public, Tarrant County, Texas.

STATE OF TEXAS,
County of Tarrant

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

Given under my hand and seal of office, this the 24 day of Oct. A. D. 194 52

Dick Boog
Notary Public, Tarrant County, Texas.

NOTARIAL SEAL

COUNTY CLERK'S MEMO
PORTIONS OF THIS DOCUMENT
NOT LEGIBLE WHEN MICROFILMED

Filed for Record OCT 28 1952 at 1:45 P.M.
And Recorded NOV 3 1952 at 11:25 A.M.
Instrument No. 68174

MELVIN "MEL" FAULK, County Clerk
Tarrant County, Texas
By N Kennedy Deputy

0249 0040

1344/556
ROW Deed
10/11/1937
10/18/1937

I, Lizzie Barton have read the above affidavit and testify that same is absolutely correct.

Lizzie Barton

Sworn to and subscribed before me this the 9th day of September A. D. 1937.

B. R. Wall, Notary Public,
Tarrant County,
Texas.

(L.S.)

THE STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mrs. Leona Barton Embree, a widow and Lizzie Barton, a widow known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of October A. D. 1937.

B. R. Wall, Notary Public in and for
Tarrant County,
Texas.

(L.S.)

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

FILED FOR RECORD OCTOBER 11, 1937 at 12:57 PM
RECORDED OCTOBER 18, 1937 at 12:55 PM
BY Lou Shelton DEPUTY
62278

TARRANT COUNTY HIGHWAY DEPARTMENT
RIGHT-OF-WAY DEED

ROY AMOS ◊
TO ◊ R.O.W. DEED ◊
TARRANT COUNTY ◊

STATE OF TEXAS ◊
COUNTY OF TARRANT ◊

KNOW ALL MEN BY THESE PRESENTS:

THAT Roy Amos and wife Helen Amos of the County of Tarrant in the State of Texas, for and in consideration of the sum of Twenty-five & no/100 Dollars to us in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Wichita Street County Project No. 1004 over and across and being a part of the South half of Lot 16, Block 7, Avalon Heights Addition to the City of Fort Worth, Texas, in Tarrant County, Texas, heretofore conveyed to Roy Amos By Chester Wilson By Deed Dated 19th day of Sept. 1933, and recorded in Volume No. 1222, Page No. 32, of the Deed records of Tarrant County, Texas; said tract or parcel of land herein conveyed, being subject to lien(s) held by ; by deed and being more particularly described as follows, to wit:

BEGINNING at a point, the Southeasterly corner of Lot 16, Block 7, Avalon Heights Addition to the City of Fort Worth, Texas, said point being in the Westerly property line of Brooks Street and said point being also in the South line of the A. Thompson Survey:

THENCE North 28°-03' West in the Easterly line of said Lot 16, 20 ft. to a point in the said Westerly property line of Brooks Street;

THENCE South 82° -51' West, 73.5 feet to the intersection of the Westerly right of way line of the new approved location survey of County Project No. 1004;

THENCE South 0°-26' East in said Westerly right of way line of County Project No. 1004, 50 ft. Westerly from and parallel to the center line of said project 10.6 feet to the South line of said Lot 16, a point in the North line of the John Haynes Survey;

Thence East in the South line of said Lot 16, the South line of the A. Thompson Survey, 82.1 ft. to the place of beginning.

CONTAINING 0.025 of an acre of land more or less.

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

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 11 day of October A. D. 1937.

Roy Amos

Helen Amos

STATE OF TEXAS ()
COUNTY OF TARRANT ()

Before me, Chester L. Jones, a notary public in and for said County and State, on this day personally appeared Roy Amos, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 11 day of Oct. A. D. 1937.

Chester L. Jones, Notary Public,
Tarrant County,
Texas.

(L.S.)

STATE OF TEXAS ()
COUNTY OF TARRANT ()

Before me, Chester L. Jones, a notary public in and for said County and State, on this day personally appeared Helen Amos, wife, of Roy Amos, known to me

to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Helen Amos acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 11 day of Oct. A. D. 1937.

Chester L. Jones, Notary Public,
Tarrant County,
Texas.

(L.S.)

FILED FOR RECORD OCTOBER 11, 1937 at 1:18 PM
RECORDED OCTOBER 18, 1937 at 1:40 PM.
BY La Shelley DEPUTY
62250

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

HELEN HARRIA,) STATE OF TEXAS)
TO) AFFIDAVIT)
THE PUBLIC) COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, a notary public in and for Tarrant County, Texas, on this day personally appeared Helen Harris, a widow, (formerly Helen Lowery) well known to me to be a credible citizen of Ft. Worth, Tarrant County, Texas, and having been by me duly sworn on oath says:

THAT she is the owner of lot 4 in Block 3 of Vincents Addition to the city of Ft. Worth, Tarrant County, Texas,

THAT she owes the 1935 and 1936 state and county taxes, and one-half of 1935 city taxes, as well as 1936 city taxes on said property all of which she is unable to pay.

THAT she has requested The National Loan & Investment Company to advance funds for payment of said taxes, and that the said The National Loan & Investment Company has advanced funds for that purpose and the 1935 and 1936 state and county taxes are now paid under receipt #1589, and the 1935 and 1936 city taxes are now paid under receipt #54-F.

THAT after payment of said taxes the affiant has requested The National Loan & Investment Company to issue a renewal of the amount they hold against said property plus taxes paid by them.

THAT the affiant herein does hereby acknowledge and confess the existance of a first and superior lien in favor of The National Loan & Investment Company for full sum of $1385.08 as evidenced by a certain deed of trust given to Joseph G. Standart, Trustee of date September 29, 1937, and recorded in Vol. _____, page ___ Deed of Trust Records, Tarrant County, Texas, given by affiant herein for renewal of a former deed of trust of date March 1st, 1927, and recorded in Vol. 296, page 154, Deed Trust Records, Tarrant County, Texas, and for payment of above taxes.

Helen Harris

SUBSCRIBED AND SWORN to before me this the 11th day of October A. D.

RIGHT OF WAY DEED

WM. J. BERNE I

TO: RIGHT OF WAY DEED I STATE OF TEXAS I

TARRANT COUNTY I COUNTY OF TARRANT I

KNOW ALL MEN BY THESE PRESENTS:

That Wm. J. Berne, of said State and county, does convey the six and 71/100ths acres of land below described by metes and bounds unto Tarrant County in payment of all taxes, interest and penalties and costs due the State of Texas and County of Tarrant down to and including the year 1936 on the J. W. Haynes survey situate in said State and county, Abstract No. 779; patent No. 304 in Vol. 18; patent dated January 16th 1864; J. W. Haynes, patentee; the parcel of land below described being received by Tarrant County acting by and through its Commissioners' Court in full payment of aforesaid taxes, interest, penalties and costs; has this day sold and by these presents do grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Wichita Street Extension County Project No. 1004 over and across aforesaid J. W. Haynes survey in Tarrant County, Texas, heretofore conveyed to W. J. Berne by John W. Springer by Deed dated _____ day of _____, and recorded in Volume NO._____, Page No._____, of the Deed Records of Tarrant County, Texas; said tract or parcel of land herein conveyed, being free of all liens and being more particularly described as follows, to-wit:

Beginning at a point in the Easterly right of way line of County Project No. 1004, Wichita Street Extension, said point being the Northwest corner of the Masonic Home tract in the Jesse Justice Survey and said point being also in the south line of the J. W. Haynes Survey;

THENCE West with the South line of the J. W. Haynes Survey 100 ft. to a point in the Westerly right of way line of said Project No. 1004;

THENCE North 0° 26' West with said Westerly right of way line of County Project No. 1004, 2923 ft. to the North line of said J. W. Haynes Survey;

THENCE East with the said North line of the J. W. Haynes Survey, 100 ft. to the Easterly right of way line of said Project No. 1004;

THENCE South 0° 26' East with said Easterly right of way line of Project No. 1004, Wichita Street Extension, 2923 ft. to the place of beginning.

Containing in all 6.71 acres of land, more or less.

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

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

WITNESS my hand at Fort Worth, Texas, this the 24th day of March, A. D. 1937.

WM. J. BERNE

STATE OF TEXAS I

COUNTY OF TARRANT I

BEFORE ME, the undersigned authority, on this day personally appeared Wm. J. Berne, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of March, A. D. 1937.

H. L. CALHOUN
Notary Public, Tarrant
(LS) County, Texas.

STATE OF TEXAS I

COUNTY OF ELLIS I

In consideration of Tarrant County, Texas, receiving as payment in full of all taxes, interest, penalties and costs, down to and including the year 1936, due on the J. W. Haynes Survey in said county, Abstract No. 779, which survey is fully described in attached deed from Wm. J. Berne conveying to said County six and 71/100ths acres of said Haynes survey for a highway right of way across said survey, said six and 71/100ths acres being described by metes and bounds in said deed:- We, Moise Cerf of Ellis County, Texas; and Joe Jolesch of Ellis County, Texas; acting in our capacities of Trustees of Leon Cerf Trust; and J. P. Sims, of Ellis County, Texas, who, as trustee in the hereinafter mentioned deed in trust joins in this instrument at request of said Trustees; do hereby release from the lien created by the hereinafter mentioned deed in trust the aforesaid six and 71/100ths acres of said Haynes survey.

Aforesaid deed in trust bears date of June 1st, 1934, was executed and acknowledged by Wm. J. Berne, filed for record in Tarrant County on June 12th, 1934 and was recorded in Vol. 442 at page 564 of the deed of trust and mortgage records of Tarrant County, and conveyed said Haynes survey, less an interurban right of way containing six and 78/100ths acres described in said deed, unto J. P. Sims in trust to secure aforesaid Trustees of the Leon Cerf Trust in payment of an indebtedness described in said deed in trust.

It is expressly agreed and understood that this instrument in no way effects or impairs the lien created by said deed in trust on the part of the Haynes survey, that is covered by said deed in trust and that is not included in said six and 71/100ths acres, conveyed, as aforesaid, to Tarrant County for a highway; and that said deed in trust remains in full force and effect as to all of the land therein described, save and except said six and 71/100ths acres, with the same force and effect it would have were this release on said six and 71/100ths acres not executed.

DATED March 19th, 1937.

MOISE CERF

JOE JOLESCH

As Trustees of Leon Cerf Trust.

J. P. Sims

As Trustee in aforesaid Deed in Trust.

STATE OF TEXAS I
COUNTY OF ELLIS I

BEFORE ME, the undersigned authority, on this day personally appeared Moise Cerf, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of himself as a Trustee of Leon Cerf Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this March 19th, 1937.

DONNIE PIERCE
Notary Public, Ellis County,
(LS) Texas.

STATE OF TEXAS ()
COUNTY OF ELLIS I

BEFORE ME, the undersigned authority, on this day personally appeared Joe Jolesch, known to me to be the person whose name is subscribed to the foregoing instrument as Trustee, and acknowledged to me that he executed the same for the purposes, and consideration therein expressed, in the capacity therein stated, and as the act and deed of himself as a Trustee of Leon Cerf Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this March 19th, 1937.

DONNIE PIERCE
Notary Public, Ellis County,
(LS) T E X A S.

STATE OF TEXAS I
COUNTY OF ELLIS I

BEFORE ME, the undersigned authority, on this day personally appeared J. P. Sims, known to me to be the person whose name is subscribed to the foregoing instrument as Trustee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of himself as trustee in the deed in trust specified in said instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this March 19th, 1937.

DONNIE PIERCE
Notary Public, Ellis
(LS) County, Texas.

STATE OF TEXAS ()
COUNTY OF DALLAS I

In consideration of Tarrant County, Texas, receiving as payment in full of all taxes, interest, penalties and costs, down to and including the year 1936, due on the J. W. Haynes Survey in said County, Abstract No. 779, which survey is fully described in attached deed from Wm. J. Berne conveying to said County six and 71/100ths acres of said Haynes Survey for a highway right of way across said survey, said six and 71/100ths acres being described by metes and bounds in said

deed: - We, Julian B. Mastin of Dallas County, Texas, the beneficiary named in the below mentioned deeds in trust; and John N. Jackson, of said Dallas County, who, as trustee in said deeds in trust, joins in this instrument at request of said beneficiary; do hereby release from the lien created by said deeds in trust the aforesaid six and 71/100ths acres of said Haynes Survey.

Aforesaid deeds in trust are as follows:-

FIRST. A deed in trust executed by Wm. J. Berne to Secure payment of a note for Seven Thousand Dollars ($7,000) dated February 11th, 1933, payable three months after its date to order of said Julian B. Mastin. Said deed in trust was executed and acknowledged by Wm. J. Berne on February 11th, 1933; was filed for record in Tarrant County, Texas, on February 14th, 1933; and was recorded in Book 430 at page 49 of the Records of Deeds of Trust of said County. Said deed in trust conveyed said Haynes Survey, less an interurban right of way of approximately six acres, to John N. Jackson in trust to secure payment of said note.

Thereafter, and on or about June 1st, 1934, said Wm. J. Berne paid Six Thousand Dollars ($6,000) on said note, which sum was borrowed from Moise Cerf and Joe Jolesch as Trustees of Leon Cerf Trust; which Six Thousand Dollars was secured by the deed in trust that is mentioned in the instrument hereto attached, executed by said Trustees and releasing their deed in trust on aforesaid six and 71/100ths acres.

SECOND. Thereafter said Wm. J. Berne executed a deed in trust dated June 1st, 1934, acknowledged by him September 13, 1934; filed for record in Tarrant County on September 13th, 1934, and recorded in Book 424 at page 397 of the Deed of Trust Records of Tarrant County; to secure his note dated June 1st, 1934, for Two Thousand, Eight Hundred and Ninety-Four Dollars and Forty-Eight Cents ($2,894.48) payable six months after its date to the order of said Julian B. Mastin. Said instrument being duly extended by an instrument executed in April, 1936, extending said note and lien and all interest until July 3, 1936. In and by said deed in trust Wm. J. Berne did convey said Haynes survey, less aforesaid interurban right of way, to John N. Jackson in trust to secure payment of said $2,894.48 note.

It is expressly agreed and understood that this instrument in no way affects or impairs the liens created by said deeds in trust on the part of said Haynes survey that is covered by said deeds in trust and that is not included in said six and 71/100ths acres conveyed, as aforesaid, to Tarrant County for a highway; and that said deeds in trust remain in full force and effect as to all of the land therein described, save and except said six and 71/100ths acres, with the same force and effect they would have were this release on said six and 71/100ths acres not executed.

DATED March 24th, 1937.

JULIAN B. MASTIN

JOHN N. JACKSON

AS TRUSTEE IN AFORESAID DEEDS IN TRUST.

STATE OF TEXAS I
COUNTY OF DALLAS I

BEFORE ME, the undersigned authority, on this day personally appeared Julian B. Mastin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this March 24th, 1937.

JEWELL WEAVER
Notary Public, Dallas
(LS) County, Texas.

STATE OF TEXAS I
COUNTY OF DALLAS I

BEFORE ME, the undersigned authority, on this day personally appeared John N. Jackson, known to me to be the person whose name is subscribed to the foregoing instrument as Trustee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of himself as Trustee in the deeds in trust specified in said instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this March 24th, 1937.

JEWELL WEAVER
Notary Public, Dallas County,
(LS) T E X A S.

FILED FOR RECORD JUNE 4, 1937 at 8:20 A.M.
RECORDED JUNE 9, 1397 at 4:40 P.M. MRS. HAPPY SHELTON, COUNTY CLERK

BY: E E Schmidt DEPUTY TARRANT COUNTY, TEXAS;

#54182

****

RUFUS R. CLABAUGH I
TO: D E E D I STATE OF TEXAS I
F. C. ERWIN I COUNTY OF TARRANT I

KNOW ALL MEN BY THESE PRESENTS:

That I, Rufus R. Clabaugh, of the City of Saint Louis, State of Missouri, for and in consideration of the sum of Three Thousand ($3,000.00) Dollars to me in hand paid by F. C. Erwin of Waxahachie, Ellis County, Texas, receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said F. C. Erwin of the County of Ellis, State of Texas, all that certain lot, tract or parcel of land situated in Tarrant County, Texas, and known as Lot No. 1 of J. M. Leonard's Subdivision of a part of Block 37 Sycamore Heights Addition to the City of Fort Worth, Tarrant County, Texas.

TO HAVE AND TO HOLD the above described premises together with all

5.

File No MT 110848

Exhibit "B" + Deed

Date Filed: 3/26/10

Jerry Patterson, Commissioner

By

AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

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

That I know the consideration Dale Property Services, LLC ("Dale") paid for the leases on adjacent lands to the property designated as East Rosedale Street and Mitchell Boulevard.

(Please refer to the attached Exhibit "A")

The average consideration paid by Dale for the leases on adjacent lands to the property designated as East Rosedale Street and Mitchell Boulevard is $2,774.61 per acre.

Further Affiant sayeth not.

Affiant

Tara B Powell

Tara Powell

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 10 day of MARCH, 2010 by Tara Powell.

Notary Public, State of Texas

MATTHEW BOYD WINTER
Notary Public State of Texas
My Commission Expires
September 15, 2010

nt.92.2

Exhibit A

Coordinating Map & Lease Number			
1	**Oil and Gas Lease**		
		James N. Austin, Jr. and wife Gloria	
	Lessor:	N. Austin and Chuck Wyche	
	Lessee:	Dale Resources, LLC	**Bonus Per Acre:** $500.00
	Recording Info:	D206342039	**Acreage:** 2.037
2	**Oil and Gas Lease**		
	Lessor:	The Ramon Romero Corporation, Inc.	
	Lessee:	Dale Property Services, LLC	**Bonus Per Acre:** $15,000.00
	Recording Info:	D208211881	**Acreage:** 0.88
3	**Oil and Gas Lease**		
		Dang Huynh and wife Nga Thi Ho	
	Lessor:	Huynh	
	Lessee:	Dale Property Services, LLC	**Bonus Per Acre:** $1,000.00
	Recording Info:	D206051017	**Acreage:** 4.19
4	**Oil and Gas Lease**		
	Lessor:	OmniAmerican Bank	
	Lessee:	Dale Resources, LLC	**Bonus Per Acre:** $6,000.00
	Recording Info:	D207426531	**Acreage:** 0.854
5	**Oil and Gas Lease**		
	Lessor:	Elvalena B Canter	
	Lessee:	Dale Property Services, LLC	**Bonus Per Acre:** $3,000.00
	Recording Info:	D207299664	**Acreage:** 0.528
6	**Oil and Gas Lease**		
	Lessor:	Teresa Jean Jones	
	Lessee:	Dale Property Services, LLC	**Bonus Per Acre:** $2,000.00
	Recording Info:	D207255533	**Acreage:** 1.047
7	**Oil and Gas Lease**		
	Lessor:	MLC Development Corporation, Inc.	
	Lessee:	Dale Resources, LLC	**Bonus Per Acre:** $2,050.00
	Recording Info:	D207044794	**Acreage:** 4.964
8	**Oil and Gas Lease**		
	Lessor:	Marvin L Monroe	
	Lessee:	Dale Resources, LLC	**Bonus Per Acre:** $2,050.00
	Recording Info:	D207273754	**Acreage:** 0.48
9	**Oil and Gas Lease**		
	Lessor:	Sue W Beasley	
	Lessee:	Dale Property Services, LLC	**Bonus Per Acre:** $4,777.07
	Recording Info:	D208075276	**Acreage:** 0.157
10	**Oil and Gas Lease**		
	Lessor:	Coatlaxopeuh, Maria Uddoh, Trustee	
	Lessee:	Dale Property Services, LLC	**Bonus Per Acre:** $2,000.00
	Recording Info:	D209233705	**Acreage:** 0.125

11 **Oil and Gas Lease**

Lessor: Marcia E.I. Uddoh d/b/a Coatlaxopeuh
Lessee: Dale Property Services, LLC
Recording Info: D208132224
Bonus Per Acre: $6,451.61
Acreage: 0.155

12 **Oil and Gas Lease**

Lessor: Marcia E.I. Uddoh d/b/a Coatlaxopeuh
Lessee: Dale Property Services, LLC
Recording Info: D208132225
Bonus Per Acre: $6,451.61
Acreage: 0.155

13 **Oil and Gas Lease**

Lessor: Marcia E.I. Uddoh d/b/a Coatlaxopeuh
Lessee: Dale Property Services, LLC
Recording Info: D208144303
Bonus Per Acre: $5,617.98
Acreage: 0.356

14 **Oil and Gas Lease**
Lessor: Bruno Teixeira
Lessee: Dale Property Services, LLC
Recording Info: D210032140
Bonus Per Acre: $1,000.00
Acreage: 0.321

15 **Oil and Gas Lease**
Lessor: Bruno Teixeira
Lessee: Dale Property Services, LLC
Recording Info: D210032137
Bonus Per Acre: $1,000.00
Acreage: 0.155

16 **Oil and Gas Lease**
Lessor: Third Place, LLC
Lessee: Dale Property Services, LLC
Recording Info: D208186922
Bonus Per Acre: $6,493.51
Acreage: 0.154

17 **Oil and Gas Lease**
Lessor: Tyshua Christine Jackson
Lessee: Dale Property Services, LLC
Recording Info: D209090349
Bonus Per Acre: $1,500.00
Acreage: 0.388

18 **Oil and Gas Lease**
Lessor: Karen N Turner
Lessee: Dale Property Services, LLC
Recording Info: D209329937
Bonus Per Acre: $1,250.00
Acreage: 0.077

19 **Oil and Gas Lease**
Lessor: Stephen D Harrison
Lessee: Dale Property Services, LLC
Recording Info: D208107943
Bonus Per Acre: $4,000.00
Acreage: 0.14

20 **Oil and Gas Lease**
Lessor: Cynthia L Morrison
Lessee: Dale Resources, LLC
Recording Info: D206340951
Bonus Per Acre: $2,000.00
Acreage: 0.752

21 **Oil and Gas Lease**
Lessor: Ramon Romero
Lessee: Dale Resources, LLC
Recording Info: D206319353
Bonus Per Acre: $2,000.00
Acreage: 2.696

22 **Oil and Gas Lease**
Lessor: Mary Evelyn King
Lessee: Dale Property Services, LLC
Recording Info: D208247947
Bonus Per Acre: $15,000.00
Acreage: 0.386

23 **Oil and Gas Lease**
Lessor: Paulette Marshall
Lessee: Dale Property Services, LLC
Recording Info: D209130040
Bonus Per Acre: $2,000.00
Acreage: 0.367

24 **Oil and Gas Lease**
Lessor: Jim Ester Clardy
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $1,125.00
Recording Info: D209286589 — **Acreage:** 0.278

25 **Oil and Gas Lease**
Lessor: Harry F Wilson
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $6,993.01
Recording Info: D208082945 — **Acreage:** 0.143

26 **Oil and Gas Lease**
Lessor: Juan Cejas and wife, Kathleen Cejas
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $2,000.00
Recording Info: D209250812 — **Acreage:** 0.017

27 **Oil and Gas Lease**
Lessor: Elder Investments
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $2,000.00
Recording Info: D209239328 — **Acreage:** 0.242

28 **Oil and Gas Lease**

Lessor: Howard W. Nichols and John H. Farris
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $2,000.00
Recording Info: D210003702 — **Acreage:** 0.52

29 **Oil and Gas Lease**
Rosalyn Hollowary A.K.A Rosalyn Roberson & husband, Tony A.
Lessor: Roberson, Sr.
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $8,532.42
Recording Info: D208008733 — **Acreage:** 0.143

30 **Oil and Gas Lease**
Lessor: Cordell Davis
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $5,033.56
Recording Info: D207380988 — **Acreage:** 0.137

31 **Oil and Gas Lease**
Lessor: Elder Investments
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $2,000.00
Recording Info: D209239327 — **Acreage:** 0.187

32 **Oil and Gas Lease**
Lessor: Adolfo Gonzalez
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $2,000.00
Recording Info: D209312968 — **Acreage:** 0.209

33 **Oil and Gas Lease**
Atanacio Sanchez and wife, Maria Salazar De Sanchez
Lessor:
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $2,000.00
Recording Info: D208456820 — **Acreage:** 0.183

34 **Oil and Gas Lease**
Nettie Cooper Cassidy, also known as Nettie Mae Cassidy
Lessor:
Lessee: Dale Property Services, LLC — **Bonus Per Acre:** $1,500.00
Recording Info: D209125301 — **Acreage:** 0.356

6.

File No. MF110848

Affidavit

Date Filed: 3/26/10

Jerry Patterson, Commissioner

By

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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 6th day of April 2006, between James N. Austin, Jr. and wife, Gloria N. Austin and Chuck Wyche, Lessor (whether one or more), whose address is 100 East Mason Street, Fort Worth, Texas 76110, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201, Lessee, WITNESSETH:

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

2.037 acres, more or less, being all of Lot 1-R, Block A, of the Seibold Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8243, 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 one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells; but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited at the Lessor's address given above or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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

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

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

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

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

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

James N. Austin, Jr.

Gloria N. Austin

Chuck Wyche

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 22nd day of March, 2006

By James N. Austin, Jr. and wife, Gloria N. Austin.

Mocha D Roberts
My Commission Expires
September 27 2008

Mocha D. Roberts
Notary Public, State of Texas
Notary's name (printed): Mocha D. Roberts
Notary's commission expires: 09/27/2008

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 21st day of March, 2006

By Chuck Wyche

Mocha D Roberts
My Commission Expires
September 27 2008

Mocha D. Roberts
Notary Public, State of Texas
Notary's name (printed): Mocha D. Roberts
Notary's commission expires: 09/27/2008

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Exhibit "A"

ADDENDUM

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated April 6, 2006, by and between James N. Austin, Jr. and wife, Gloria N. Austin, and Chuck Wyche as Lessor, and Dale Resources, L.L.C., as Lessee, covering 2.037 acres, more or less, being all of Lot 1-R, Block A, of the Seibold Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 8243, of the Plat Records of Tarrant County, Texas.

In the event of a conflict between the following paragraphs and the printed portion of this Lease, the following paragraphs shall control:

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

12. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease this lease has not been, or it is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional two (2) year(s) by paying or tendering to Lessor by check the sum of **$1000.00** per net mineral acre subject to this lease. Said payment or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is five (5) years.

13. It is expressly understood and agreed that the following covenants and provisions shall supercede and govern the provisions in the printed form of the Lease whenever such printed form is in direct conflict herewith and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns.

14. Paragraph 1 of the Lease shall be and is hereby modified by deleting "for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and all air into subsurface strata, laying pipelines, 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:" and replacing it with "for the sole purpose of drilling and producing oil, gas, and other liquid and other gaseous hydrocarbons produced through a well bore from that certain tract or parcel (the "Land" or the "Leased Premises") situated in Tarrant County, Texas, and described as:"

15. Lessee is prohibited from using the surface of the Leased Premises for any purpose, but Lessee may engage in directional or horizontal activities beneath the Leased Premises that are conducted on the surface of other land. This lease does not grant to Lessee any rights whatsoever expressed or implied, to go upon or use any portion of the surface of the Leased Premises for any purpose, including, without limitation drilling any well or constructing, installing or locating any road, pipeline, flow line, electric power line, reserve pit, tank battery or treater. Any directional drilling must penetrate the Land sufficiently below the surface as to not interfere with the present or the future use of the surface of the Land for commercial or residential use, and in no event may the directional drilling penetrate the Land less than two hundred feet below the surface. A directional or horizontal well drilled under the Land or lands pooled therewith shall be considered to be located on the Land.

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16. Paragraph 3 of the Lease shall be and is hereby deleted and replaced with the following: 5(a) "As royalties, Lessee shall (1) deliver free of cost to Lessor at the wells or to the credit of Lessor at the pipeline to which the wells may be connected, Twenty-two and 50/100 Percent (22.50%) (the "Royalty Fraction") of all oil and all other liquid hydrocarbons produced and saved from the Land. At Lessor's option, which may be exercised from time to time, Lessee shall pay to Lessor the same part of the market value at the well of oil and other liquid hydrocarbons of like grade and gravity prevailing on the day the oil and other hydrocarbons are run from the Lease in the general area in which the Land is located.

(2) (i) On gas produced from the Land and sold by Lessee or used on or off the Land and to which the following subparagraphs (ii) and (iii) do not apply, the Royalty Fraction of the market value at the point of sale, use or other disposition.

(ii) on gas produced from the Land that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or an indirect interest, the higher of the Royalty Fraction of the market value of the gas at the inlet to the processing plant, or the Royalty Fraction of the market value of all processed liquids saved from the gas at the plant plus the Royalty Fraction of the market value of all residue gas at the point of sale, use or other disposition.

(iii) On gas produced from the Land that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or an indirect interest, the Royalty Fraction of the market value at the plant of all processed liquids credited to the account of Lessee and attributable to the gas plus the Royalty Fraction of the market value of all residue gas at the point of sale, use or other disposition.

(b) The market value of gas will be determined at a specific location by reference to the gross heating value (measured in British thermal units) and the quality of gas. The market value used in calculation of oil and gas royalty will never be less than the total proceeds received by Lessee in connection with the sale, use or other disposition of the oil or gas produced or sold. For purposes of this paragraph, if Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, or if Lessee realizes proceeds of production after deduction for any expense of production, dehydration, separation, compression, transportation, treatment, processing, storage or marketing, then the reimbursement or deduction will be added to the total proceeds received by Lessee.

(c) Lessor's royalty or payments to Lessor from Lessor's royalty shall never be charged with, either directly or indirectly, any part of the costs or expenses of production, operation, separation, gathering, dehydration, compression, trucking, processing, treatment, storage, or marketing of the oil or gas produced from the leased premises or lands pooled therewith nor any part of the costs of construction, operation or depreciation of any plant or other facilities or equipment used in the handling of oil or gas produced from the leased premises or lands pooled therewith. Lessor's royalty shall bear it's proportionate part of all reasonable and necessary costs actually incurred by Lessee in transporting gas from the leased premises or lands pooled therewith.

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(d) Lessor shall be paid the Royalty Fraction of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payment and payments received in settlement of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas is subsequently produced, Lessor will only receive its Royalty Fraction of any payments made for make up gas taken pursuant to the take-or-pay provision or similar provision.

(e) Lessee must disburse or cause to be disburse to Lessor its royalty on production on a particular well not later than ninety (90) days after completion of the well, in the case of an oil well, or after pipeline connection, in the case of a gas well. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month following production. If not paid when due, Lessor's royalty will bear interest at the maximum lawful rate from the due date until paid, which amount Lessee agrees to pay. Acceptance by Lessor of royalties that are past due will not act as waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor. The royalty payment obligations under the Lease shall not be affected by any division order or the provisions of Section 91.402 of the Texas Natural Resources Code or any similar statute.

(f) As used in this Lease, "affiliate" means (i) a corporation, joint venture, partnership or other entity that owns more than ten (10) percent of the outstanding interest of Lessee or in which Lessee owns more than ten (10) percent of the outstanding interest; or (ii) a corporation, joint venture, partnership or other entity in which, together with Lessee more than ten (10) percent of the outstanding voting interest of both Lessee and the other corporation, joint venture, partnership or other entity is owned or controlled by the same persons or group of persons.

(g) Lessee will at all times hold the proceeds from a purchaser or a pipeline company for distribution to Lessor in trust for the benefit for Lessor. Notwithstanding the insolvency, bankruptcy or other business failure of a purchaser of production from the Land or pipeline company transporting production from the Land, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

17. If a well (an "offsetting well") producing oil or gas is completed on adjacent or nearby land, and is draining the Land within 330 feet of said land, Lessee must, within one hundred twenty (120) days after the initial production from the offsetting well, commence operations for the drilling of an offset well in a location sufficient to protect the Land from the drainage caused by the offsetting well and must diligently pursue those operations to the horizon in which the offsetting well is producing, or execute and deliver to Lessor a release in recordable form of any portion of the leased premises that is not included in a producing unit.

18. It is understood and agreed that this Lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind and character derived therefrom and produced therewith, including sulfur) and that all minerals other than oil and gas are excepted hear from and reserved to Lessor. The minerals reserved to Lessor and excluded from this Lease includes, without limitation, coal, uranium and lignite.

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19. Lessee, its successors and assigns, agrees to protect, indemnify and hold Lessor free and harmless from and against any and all claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred by Lessor in defense of same) arising in favor of governmental agencies or third parties (including employees of Lessee, its successors and assigns) on account of permits, claims, debts, personal injuries, deaths or damage to property, and without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with or arising out of the covenants to be performed by Lessee, its successors or assigns, under and pursuant to the terms of this agreement, or arising out of Lessee's operations on the leased premises.

20. In no event shall this lease be held by the sole payment of shut in royalties for a consecutive period of longer than one (1) year, and for no longer than two (2) years cumulatively, beyond the expiration of the primary term.

21. Notwithstanding any provision contained herein to the contrary, whether oil or gas is or is not being produced on the leased premises or on lands pooled therewith at the expiration of the primary term, if Lessee is engaged in drilling or reworking operations or has completed a well either as a dry hole or as a producer on the leased premises or on lands pooled therewith within one hundred eighty (180) days of the expiration of the primary term, this lease shall remain in full force and effect and the primary term shall be extended as to all lands covered hereunder for so long as operations continue to completion or abandonment and for so long thereafter as operations for drilling are conducted with no more than one hundred eighty (180) days elapsing between the completion or abandonment of one well and the commencement of actual drilling operations of another well. After the expiration of the primary term, this lease shall terminate as to: (1) all lands which are not included within the proration unit established by Lessee and approved by the Railroad Commission of Texas for each producing well located on the leased premises or on lands pooled therewith in order to obtain the maximum production allowable per well; and (2) all depths and horizons 100' below the base of the total depth drilled in each well which is included within the boundaries of a producing proration unit. After the expiration of the primary term, Lessee shall release all of the leased premises not otherwise held hereunder. A well shall be determined to be completed on the day Lessee releases the drilling rig used to drill such well, or the date such rig is moved off the location, whichever date occurs first, and a well shall be determined to be commenced when such well is spudded.

22. Within ninety (90) days after the expiration of the primary term, Lessee must file in the county records a document designating each unit in which the leased premises is pooled.

23. Paragraph 9 of the Lease shall be and is hereby deleted in its entirety and replace with the following: "Lessor hereby warrants and agrees to defend the title to the Land. Upon written request by Lessee, Lessor shall use reasonable efforts to obtain a subordination from Lessor's lender to this oil and gas lease. If Lessor owns an interest in the Land that is less than the entire fee simple estate, then the Royalties and other monies which may accrue shall be reduced proportionateley.

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DALE RESOURCES, LLC
2100 ROSS AVE
STE 1870 LB-9
DALLAS TX 75201
Submitter: DALE RESOURCES LLC

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

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

Filed For Registration:	11/01/2006 10:46 AM	
Instrument #:	D206342039	
	OPR 7 PGS	$36.00

By: _____

D206342039

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

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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 21 day of May, 2008, by and between The Ramon Romero Corpation, Inc., A Texas Corporation whose address is 2201 East Maddox Avenue Fort Worth, Texas 76104 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.88 ACRES OF LAND, MORE OR LESS, BEING ALL OF LOT AR, BLOCK A, OF THE SEIBOLD ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING THAT THAT CERTAIN PLAT RECORDED IN VOLUME 388-130, PAGE 7, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the County of TARRANT, State of TEXAS, containing .88 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 (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 (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 there from 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 there from 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 there from 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 90 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

2

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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 REPRESENTATIONS: 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)

By: Ramon Romero as Director of The Ramon Romero Corporation, Inc. a Texas Corporation, ~~on behalf of said corporation.~~

By:

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 21 day of May, 2008, by:
Ramon Romero as Director of the Ramon Romero Corporation, Inc., A Texas Corporation, on behalf of said corporation

JULIO MUNOZ LOPEZ
Notary Public, State of Texas
My Commission Expires
January 29, 2012

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 _____, 2008, by:

Notary Public, State of TEXAS

DO NOT DOCUMENT

01-92-5

Unofficial Document

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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

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

Filed For Registration: 06/05/2008 09:40 AM
Instrument #: D208211881
LSE 3 PGS $20.00

By: _____

D208211881

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

Printed by: MC

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

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 5th day of December 2005, between Dang Huynh and wife, Nga Thi Ho Huynh, Lessor (whether one or more), whose address is 6428 Monarch Hill Drive, Fort Worth, Texas 76132, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201, Lessee, WITNESSETH:

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

4.19 acres of land, more or less, being out of the John Davis Survey, Abstract 418, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated December 21, 1988, from Joe Lipscomb, a married man not joined herein by his spouse, as Grantor, to Dang Cong Huynh, a married man not joined herein by his spouse, as Grantee, as recorded in Volume 9610, Page 1623, of the Official Public Records of Tarrant County, Texas.

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

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

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

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

12. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease this lease has not been, or it is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional two (2) year(s) by paying or tendering to Lessor by check the sum of **$1,000.00 per net mineral acre** subject to this lease. Said payment or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is five (5) years.

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

Dang Huynh

Nga Thi Ho Huynh

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 5th day of December, 2005

By Dang Huynh and wife, Nga Thi Ho Huynh

JUSTIN HOLLINGSWORTH
MY COMMISSION EXPIRES
April 12, 2009

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

UNOFFICIAL DOCUMENT

01-32-2

SHAW INTERESTS INC
P O BOX 9612

MIDLAND TX 79708

Submitter: SHAW INTERESTS INC

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

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

Filed For Registration:	02/21/2006 03:43 PM	
Instrument #:	D206051017	
	OPR 3 PGS	$20.00

By: _____

D206051017

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

Unofficial Document

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

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

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

Federal Savings

THIS AGREEMENT made this 16 day of November, 2007, between, OmniAmerican Bank, a ~~Texas~~ State Bank as Successor in Interest to OmniAmerican Credit Union, Lessor (whether one or more), whose address is PO Box 150099 Fort Worth, TX 76108, 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:

See exhibit "A" attached hereto and by reference made a part of

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fourth (1/4) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fourth (1/4) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fourth (1/4) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited 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 ~~owned~~ interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment, and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessees pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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

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D207421531

principal place of business with a certified copy of recorded inst[redacted]r instruments evidencing same. In the event of assignment hereof in whole or i[redacted]bility for breach of any obligation hereunder shall rest exclusively up[redacted]owner of this lease or of a portion thereof who commits such breach. If six o[redacted]arties 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 lein upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lein with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

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

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

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 it is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional two (2) year(s) by paying or tendering to Lessor by check the sum of $6,000 multiplied by the net mineral acres subject to this lease. Said payment or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary and extended term is five (5) years.

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

OmniAmerican Bank, a Texas State Bank ~~Texas State Bank~~ Federal Savings Bank

By: _____ By: _____

Printed Name: Tim Carter Printed Name:

Title: President Title:

ACKNOWLEDGMENTS

STATE OF:

COUNTY OF:

This instrument was acknowledged before me on the 16 day of November, 2007

by Tim Carter as President VCEO of OmniAmerican Bank.

TINA C BENNETT
My Commission Expires
July 2, 2009

_____
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 _____, 2007

by _____ as _____ of OmniAmerican Bank.

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

Document

01-32-2

Exhibit A

Attached to and by reference made a part of that certain Oil & Gas Lease dated November , 2007, by and between OmniAmerican Bank, A Texas Bank, as Lessor and Dale Property Services, L.L.C., as Lessee.

.137 acres being Block 5 Lot 5 Clay Withers Addition, according to the plat therof recorded in Volume 310, Page 39, Tarrant County Real Property Records. (Deed vol. 12267, page. 711)

.149 acres being Block 5 Lot 6 Clay Withers Addition, according to the plat therof recorded in Volume 310, Page 39, Tarrant County Real Property Records. (Deed vol. 12267, page.699)

.149 acres being Block 5 Lot 11 Clay Withers Addition, according to the plat therof recorded in Volume 310, Page 39, Tarrant County Real Property Records. (Deed vol. 12267, page. 704)

.149 acres being Block 5 Lot 12 Clay Withers Addition according to the plat therof recorded in Volume 310, Page 39, Tarrant County Real Property Records. (Deed vol. 12267, page. 704)

.854 acres being Block 5 Lots 2,3,4, S10' 1, 13, 14, 15, & S 10' 16 Clay Withers Addition, according to the plat therof recorded in Volume 310, Page 39, Tarrant County Real Property Records. (Deed vol. 12267, page. 711)

1.274 acres being Block 40 Lots 1A, 1B, 1C, 2 and 3R, 4 J H and RW Tureman Subdivision, according to the Plat recorded in Volume 52, Page 280, Deed Records, Tarrant County, Texas, more particularly described by meets and bounds in Deed Volume 11814, Page 2023

Said Lands are hereby deemed to contain 2.712 acres of land, more or less.

Unofficial Document

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

Producers 88 (4/75) Revised Paid Up
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 23 day of July, 2007, between Elvalena B. Carter, a single person, Lessor (whether one or more), whose address is 9309 Macie CT, Fort Worth Tx 76108, 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:

~.528 acres, more or less, being Tr. 5A01, A 418 of the John Davis Survey, an addition to the City of Fort Worth, Texas, more particularly described by metes and bounds in that certain Plat Map recorded in Volume 696, Page 33 of the Plat 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-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 Lessees pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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

X Elvalena B. Canter
By: ELVALENA B. CANTER

By: _____

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 23 day of July, 2007,
by Elvalena B. Canter, a single person

HENRY MERLYN FROHLING IV
Notary Public, State of Texas
My Commission Expires
June 01, 2011

Henry Merlyn Frohling III
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:

Document

Revised on 9/26/2006

01.92.2

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 1st day of July, 2007, between Teresa Jean Jones, herein dealing in her sole and separate property, Lessor (whether one or more), whose address is 4916 Glade Drive, Fort Worth, Texas 76114, 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:

1.047 acres of land, more or less, being a tract of land, out of the John Davis Survey, Abstract #418, situated in the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated December 29, 1998, from Gayle Fay McClain, as Grantor, to Doug Moore, as Grantee, recorded in Volume 14480, Page 401, of the Official Public Records, Tarrant County, Texas.

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

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

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

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

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

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mineral is produced from said land, or from land pooled [redacted] with. Any pooled unit designated by Lessee in accordance with the terms [redacted] 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.

Teresa Jean Jones

Teresa Jean Jones

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 7th day of July, 2007,

by Teresa Jean Jones, herein dealing in her sole and separate property.

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

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

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

01-92-2

Confidential Document

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

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

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 31st day of October, 2006, between MLC Development Corporation, Inc., a Texas Corporation, Lessor (whether one or more), whose address is 1801 Mitchell Boulevard, Fort Worth, Texas 76105, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

4.964 acres of land, more or less, being all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 2, out of the A. H. Fish Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-L, Page 60, 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 Twenty-Three percent (23%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such Twenty-Three percent (23%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear Twenty-Three percent (23%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee Twenty-Three percent (23%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products Twenty-Three percent (23%) of the amount realized from the sale of gasoline or other products extracted therefrom and Twenty-Three percent (23%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

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mineral is produced from said land, or from land pooled [redacted]ewith. Any pooled unit designated by Lessee in accordance with the term[redacted]of, may be dissolved by Lessee by instrument filed for record in t[redacted]opriate records of the county in which the leased premises are situated at [redacted] 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 s[redacted]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 reasonable 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.

Marvin Monroe
As: President

ACKNOWLEDGMENTS

STATE OF Texas

COUNTY OF Tarrant

This instrument was acknowledged before me on the 31st day of October, 2006

by Marvin L. Monroe as President of MLC Development Corporation, Inc., a Texas Corporation, on behalf of said corporation

MATTHEW THOMAS PLUMBLEY
Notary Public, State of Texas
My Commission Expires
January 13, 2010

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 _____, _____,

by _____.

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

Revised on 9/26/2006

Document

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

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

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 31st day of October, 2006, between Marvin L. Monroe, whose marital status has not changed since acquiring this interest, Lessor (whether one or more), whose address is 1801 Mitchell Boulevard, Fort Worth, Texas 76105, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.48 acres of land, more or less, being all of Lots 2, 3, and 4, Block 1, out of the A. H. Fish Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 1901, Page 375, 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 Twenty-Three percent (23%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such Twenty-Three percent (23%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear Twenty-Three percent (23%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee Twenty-Three percent (23%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products Twenty-Three percent (23%) of the amount realized from the sale of gasoline or other products extracted therefrom and Twenty-Three percent (23%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

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mineral is produced from said land, or from land pooled with. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities shall be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a 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.

Marvin L Monroe

Marvin Monroe

ACKNOWLEDGMENTS

STATE OF Texas

COUNTY OF Tarrant

This instrument was acknowledged before me on the 31st day of October, 2006,

by Marvin L. Monroe, whose marital status has not changed since acquiring this interest.

MATTHEW THOMAS PLUMBLEY
Notary Public, State of Texas
My Commission Expires
January 13, 2010

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 _____, _____,

by _____.

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

Revised on 9/26/2006

Document Not Official Document

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

Producers 88 (4-89) -- Paid Up
With 640 Acre Pooling Provision
PRIMARY LEASE

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 4 day of February, 2008, by and between

Sue W. Beasley, a married person herein not joined by spouse, as Lessor (whether one or more), whose address is

3900 Devonaire Dr., Aledo, TX, 76008 and DALE PROPERTY SERVICES L.L.C. 2100 Ross Ave Suite 1870 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:

.157 acres of land, more or less, being all of Lot(s) 3, Block 1, of the A H Fish Addition, an addition to the City of Fort Worth, Tarrant County, Texas, (according to that certain Plat recorded in Volume 1904, Page 375, of the Plat Records of Tarrant County, Texas)

in the county of Tarrant, State of TEXAS, containing .157 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 casinghead 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 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

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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 thereunder, 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. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of X from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease. √A

DISCLAIMER OF REPRESENTATIONS: 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)

Signature: Sue W. Beasley

Printed Name: SUE W. BEASLEY

Signature: _____

Printed Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the 4th day of February, 2008, by Sue W. Beasley

MORGAN BURKHART
Notary Public, State of Texas
My Commission Expires
OCT. 26, 2011

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires: 10-26-2011

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the _____ day of _____, 20____, by _____

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____
This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of _____ a _____ corporation, on behalf of said corporation.

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

PAID UP
Non-Participating
Royalty
Addendum

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 28th day of August, 2009, by and between Coatlaxopeuh, Maria Uddoh, Trustee whose addresss is P.O.Box 911, Fort Worth, Texas 76101 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.125 acres of land, more or less, being all of Lot 1AB, Block 5, of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .125 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 one-fourth (1/4) 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 one-fourth (1/4) 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 there from 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 there from 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 there from 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 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.

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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 REPRESENTATIONS: 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)

By: Marcia Uddoh
As: Trustee of Coatlaxopeuh

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 28th day of August, 2009, by: Marcia Uddoh as Trustee of Coatlaxopeuh

BRADLEY ZHANEL
Notary Public, State of Texas
My Commission Expires
June 09, 2010

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 _____, 2009, by: _____

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

Document

11.42.5

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

FILED
TARRANT COUNTY TEXAS
08 APR 11 PM 2:42
SUZANNE HENDERSON
COUNTY CLERK
BY

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 4th day of April, 2008, by and between Marcia E. I. Uddoh, d/b/a Coatlaxopeuh whose address is P.O. Box 911, Fort Worth, Texas 76101 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.155 acres of land, more or less, being all of Lot 2AB, Block 5, of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarran County, Texas, according to that certain plat recorded in Volume 309, Page 77, of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .155 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 there from 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 there from 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 there from 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 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

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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.

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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)

Marcia E. I. Uddoh
d/b/a Coatlaxopeuh

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 11th day of April, 2008, by: Marcia E. I. Uddoh, d/b/a Coatlaxopeuh

BRADLEY ZHANEL
Notary Public, State of Texas
My Commission Expires
June 09, 2010

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

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2008, by: _____

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

Document

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

FILED
TARRANT COUNTY TEXAS
08 APR 11 PM 2:42
SUZANNE HENDERSON
COUNTY CLERK

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 4th day of April, 2008, by and between Marcia E. I. Uddoh, d/b/a Coatlaxopeuh whose addresss is P.O. Box 911, Fort Worth, Texas 76101 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.155 acres of land, more or less, being all of Lot 3AB, Block 5, of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarran County, Texas, according to that certain plat recorded in Volume 309, Page 77, of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .155 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 there from 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 there from 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 there from 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 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

Exhibit

12

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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 REPRESENTATIONS: 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)

Marcia E. I. Uddoh
d/b/a Coatlaxopeuh

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 11th day of April, 2008, by: Marcia E. I. Uddoh, d/b/a Coatlaxopeuh

BRADLEY ZHANEL
Notary Public, State of Texas
My Commission Expires
June 09, 2010

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

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2008, by: _____

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

Document Not Official

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.3

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 4th day of April, 2008, by and between Marcia E. I. Uddoh, d/b/a Coatlaxopeuh whose address is PO Box 911, Fort Worth, Texas, 76101, as Lessor, and **DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.356 acres of land, more or less, being all of Lot(s) 4AB, 5AB, Block 5, of the Avalon Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas. (according to that certain plat recorded in Volume 309, Page 77, of the Plat Records of Tarrant County, Texas)

in the county of TARRANT, State of TEXAS, containing .356 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 there from 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 there from 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 there from 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 there from, 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

13

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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.

DISCLAIMER OF REPRESENTATIONS: 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)

By: Marcia E. I. Uddoh

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 4th day of April, 2008, by Marcia E. I. Uddoh, d/b/a Coatlaxopeuh.

CHARLES HEATH SANCHES
Notary Public, State of Texas
My Commission Expires
February 15, 2012

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

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____

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

Document

01.32.2

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 3 day of February, 2010, by and between Bruno Teixeira, a single person whose addresss is 7025 Breircliff Court., Fort Worth, Texas 76132 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.321 acres of land, more or less, being Lot 6AB, 7AB, Blk 5, out of the Avalon Heights, an Addition to the City of Fort Worth, being more particulary described by metes and bounds in that certain plat recorded in volume 309, page 77 of the plat records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .321 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 there from 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 there from 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 there from 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 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

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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 REPRESENTATIONS: 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)

Bruno Teixeira

BRUNO U. TEIXEIRA

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 3 day of February, 2010, by: Bruno Teixeira, a single person.

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

JAIME R. TOYAR
Notary Public, State of Texas
My Commission Expires
October 29, 2013

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2010, by: _____

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

UNOFFICIAL DOCUMENT

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

Producers 88 (4-89) —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 3 day of February, 2010, by and between Bruno Teixeira, a single person whose addresss is 7025 Breircliff Court., Fort Worth, Texas 76132 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.155 acres of land, more or less, being Lot 8AB, Blk 5, out of the Avalon Heights, an Addition to the City of Fort Worth, being more particulary described by metes and bounds in that certain plat recorded in volume 309, page 77 of the plat records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .155 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 there from 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 there from 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 there from 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 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

15

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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 REPRESENTATIONS: 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)

Bruno Teixeira

BRUNO U. TEIXEIRA

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 3 day of February, 2010, by: Bruno Teixeira, a single person.

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

JAIME R. TOVAR
Notary Public, State of Texas
My Commission Expires
October 29, 2013

STATE OF ____
COUNTY OF ____

This instrument was acknowledged before me on the ____ day of ____, 2010, by: ____

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

UNOFFICIAL DOCUMENT

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

Producers 88 (4-89) -- 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 14 day of May, 2008, by and between Third Place, LLC, a Limited Liablity Company whose address is 9112 Camp Bowie West Suite 339 Fort Worth, Texas, 76116 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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, Lesaor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

.154 ACRES OF LAND, MORE OR LESS, BEING ALL OF LOT 13AB, BLOCK 5, OF THE AVALON HEIGHTS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 309, PAGE 77, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the County of TARRANT, State of TEXAS, containing .154 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 (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 (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 there from 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 there from 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 there from 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 expresly 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 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

16

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until Lessee 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 REPRESENTATIONS: 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)

By: Dale Richard Stonecipher, Managing Member of
Third Place, LLC, a Limited Liability Company

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 14 day of May, 2008, by:
Dale Richard Stonecipher, Managing Member of Third Place, LLC,
a Texas Limited Liability Company, on behalf of said company.

JULIO MUNOZ LOPEZ
Notary Public, State of Texas
My Commission Expires
January 29, 2012

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 _____, 2008, by:

_____

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

Document

01.32.5

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 25th day of March, 2009, by and between Tyshua Christine Jackson, a single woman whose addresss is Post Office Box 172031, Arlington, Texas 76003 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.388 ACRES OF LAND, MORE OR LESS, BEING LOT(S) 14AB and 15AB , BLOCK 5 OUT OF THE AVALON HEIGHTS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 309,PAGE 77, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the County of Tarrant, State of TEXAS, containing .388 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 (20%) 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 (20%) 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 there from 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 there from 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 there from 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 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

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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 severally 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 the 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 REPRESENTATIONS: 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)

By: Tyshua Christine Jackson

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 25th day of March, 2009, by: Tyshua Christine Jackson, a single woman.

LADONA SUE JACKSON
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 20, 2012

Notary Public, State of TEXAS
Notary's name (printed): LaDona Sue Jackson
Notary's commission expires: OCT. 20, 2012

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 6 day of _____, 2009, by:

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

DO NOT SIGN

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 28th day of November, 2009, by and between Karen N. Turner, herein dealing in her sole and separate property whose address is 2102 Meadowcove, Rowlett, Texas 75088 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.077 acres of land, more or less, being all of Lot 13B, Block 7, of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .077 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 One-Fourth (1/4) 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 One-Fourth (1/4) 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 there from 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 there from 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 there from 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 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.

Exhibit

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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 REPRESENTATIONS: 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)

Karen N Turner

Karen N. Turner

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 25th day of November, 2009, by: Karen N. Turner, herein dealing in ~~his~~ her sole and separate property

JORGE VALENCIANO
Notary Public, State of Texas
My Commission Expires
June 13, 2012

Notary Public, State of Texas
Notary's name (printed): Jorge Valenciano
Notary's commission expires: June 13, 2012

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2009, by: _____

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

Document

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

Producers 88 (4-89) — Paid Up
With 640 Acres Pooling Provision
STANDARD LEASE v.3

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 20 day of March, 2008, by and between Stephen D. Harrison, a single person, whose address is 512 Main St. Ste. 1100, Fort Worth, TX, 76102, as Lessor, and DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.114 acres of land, more or less, being all of Lot(s) 24, Block 2, of the Turner Subdivision Beacon Hill Addition, an addition to the City of Fort Worth, Tarrant County, Texas. (according to that certain plat recorded in Volume 63, Page 129, of the Plat Records of Tarrant County, Texas)

.14 acres of land, more or less, being all of Lot(s) 14AB, Block 7, of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas. (according to that certain plat recorded in Volume 309, Page 77, of the Plat Records of Tarrant County, Texas)

in the county of TARRANT, State of TEXAS, containing .254 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 (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 (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 there from 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 there from 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 there from 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 there from, 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.

19

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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.

DISCLAIMER OF REPRESENTATIONS: 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)

By: Stephen D. Harrison

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 20th day of March, 2008, by Stephen D. Harrison.

MARILYN M. MORGAN
MY COMMISSION EXPIRES
August 2, 2008

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

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____

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

DO NOT SIGN
Document

01.92.2

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 8th day of September, 2006, between Cynthia L. Morrison, whose marital status has not changed since aquiring this interest, Lessor (whether one or more), whose address is 121 Varsity Circle, Arlington, Texas 76013, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.752 acres of land, more or less, being Lot 3, out of the Ye Ole Bellye Acres Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that plat recorded in Volume 388-C, Page 77, of the Plat Records of Tarrant County, Texas.

.170 acres of land, more or less, being Lots 6, 7 and 8, out of the J M Leonard Subdivision, a subdivision to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Volume 388, Page 55, of the Plat Records of Tarrant County, Texas

Said lands are hereby deemed to contain .922 acres of land, more or less.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-four percent (24%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-four percent (24%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-four percent (24%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-four percent (24%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty-four percent (24%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-four percent (24%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

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land, or from land pooled therewith, the production thereof [redacted] cease from any cause, this lease shall not terminate if Lessee commences [redacted] ns 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.

Cynthia L. Morrison

Cynthia L. Morrison

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

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

by Cynthia L. Morrison, whose marital status has not changed since aquiring this interest.

John D Crocker Jr.

Notary Public, State of Texas
Notary's name (printed): John D Crocker Jr.
Notary's commission expires: 6/16/2010

JOHN D. CROCKER JR.
Notary Public, State of Texas
My Commission Expires
June 16, 2010

STATE OF

COUNTY OF

This instrument was acknowledged before me on the day of

by

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

OIL & GAS LEASE
PAID UP

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 11th day of September, 2006, between Ramon Romero, a married man, Lessor (whether one or more), whose address is 2711 Avenue D, Fort Worth, Texas 76105, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

2.696 acres of land, more or less, being Lot 1, out of the Ye Ole Bellye Acres Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Volume 388-C, Page 77, 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 twenty-two and one half percent (22.5%) 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 twenty-two and one half percent (22.5%) 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 twenty-two and one half percent (22.5%) 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 twenty-two and one half percent (22.5%) 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 twenty-two and one half percent (22.5%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-two and one half percent (22.5%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

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dissolved by Lessee by instrument filed for record in the [redacted] riate records of the county in which the leased premises are situated at an [redacted] after the completion of a dry hole or the cessation of production on [redacted] unit. In the event a well or wells producing oil or gas in paying quantities sho[redacted] 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.

Ramon Romero

Ramon Romero

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 11th day of September, 2006,

by Ramon Romero, a married man.

BRADLEY ZHANEL
Notary Public, State of Texas
My Commission Expires
June 09, 2010

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

STATE OF

COUNTY OF

This instrument was acknowledged before me on the day of

by .

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

Document Not Official

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 17 day of June, 2008, by and between

Mary Evelyn Kong, a widow

whose address is _____ as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

0.386 ACRES OF LAND, MORE OR LESS, BEING LOT(S) 28 R, BLOCK 5 OUT OF THE Avalon Heights ADDITION, AN ADDITION TO THE CITY OF Fort Worth, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 309, PAGE 77 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the County of Tarrant, State of TEXAS, containing 0.386 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 (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 (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 there from 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 there from 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 there from 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) 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 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.

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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-n 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 REPRESENTATIONS: 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)

Mary Evelyn King
By: Mary Evelyn King

By: _____

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant
This instrument was acknowledged before me on the 17th day of June, 2008,
by: Mary Evelyn King

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

Maria Munoz Padilla
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 _____, 2008,
by: _____

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

COPY Document

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

Producers 88 (4-89) — 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 18 day of May, 2009, by and between Paulette Marshall, a single person whose addresss is 2120 Christine Court Fort Worth, Texas 76105 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.367 ACRES OF LAND, MORE OR LESS, BEING ALL OF LOTS 30AB AND 31AB, BLOCK 4, OUT OF THE AVALON HEIGHTS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 309, PAGE 77, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS;

in the County of TARRANT, State of TEXAS, containing .367 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 One-fourth (1/4) 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 One-fourth (1/4) 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 there from 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 there from 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 there from 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 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

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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 occured, 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-n 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 REPRESENTATIONS: 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.

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

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)

Paulette Marshall

By: Paulette Marshall

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 8 day of May, 2009, by:
Paulette Marshall, a single person.

JULIO MUNOZ LOPEZ
Notary Public, State of Texas
My Commission Expires
January 29, 2012

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

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, 2009, by:

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

DO NOT DOCUMENT

01-38-2

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 24 day of OCTOBER, 2009, by and between JIM ESTER CLARDY, A WIDOW whose addresss is 2417 ROBERT BURNS DRIVE, FORT WORTH TEXAS, 76119 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.278 ACRES OF LAND, MORE OR LESS, BEING LOT(S) 37AB & 38 , BLOCK 4, AVALON HEIGHTS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS,ACCORDING TO THE THAT CERTAIN PLAT RECORDED IN VOLUME 309 PAGE 77, OF THE PLAT RECORDS OF TARRANT COUNTY,TEXAS.

in the County of Tarrant, State of TEXAS, containing .278 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 there from 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 there from 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 there from 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 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

24

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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 REPRESENTATIONS: 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)

Jim Ester Clardy

By: JIM ESTER CLARDY

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 24 day of October, 2009, by: JIM ESTER CLARDY

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 _____, 2009, by:

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

DO NOT SIGN

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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
PRIMARY LEASE

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 29 day of February, 2008, by and between

Harry F. Wilson and wife Walta M Wilson as Lessor (whether one or more), whose address is

2500 Burton Avenue Fort Worth Texas 76103 and DALE PROPERTY SERVICES L.L.C. 2100 Ross Ave Suite 1870 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:

.143 of land, more or less, being a portion of Lot 7 and 8 , Block 4, of the Clay Withers 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 May 9, 1991, by and between Jack Hines, as Grantor, and Harry F. Wilson and Walta M. Wilson, as Grantee, and recorded in Volume 388, Page 39, of the Deed Records of Tarrant County, Texas

in the county of Tarrant, State of TEXAS, containing .143 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 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 casinghead gas) and all other substances covered hereby, the royalty shall be 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 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

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furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessee 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 thereunder, 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 the 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.

DISCLAIMER OF REPRESENTATIONS: 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)

Signature: Harry F Wilson
Printed Name: Harry F. Wilson

Signature: Walta M. Wilson
Printed Name: Walta M. Wilson

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the 24 day of February, 2008, by Harry F Wilson

JASMIN N. SCOTT
Notary Public, State of Texas
My Commission Expires
October 31, 2010

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 24 day of February, 2008, by Walta M. Wilson

JASMIN N. SCOTT
Notary Public, State of Texas
My Commission Expires
October 31, 2010

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____
This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of _____, a _____ corporation, on behalf of said corporation.

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

01.92.2

CONFIDENTIAL

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 V6

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 12th day of September, 2009, by and between Juan Cejas and wife, Kathleen Cejas whose addresss is 5240 Shackleford Street, Fort Worth, Texas 76119 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.017 acres of land, more or less, being all of Lot 12, Block 4, of the Withers, Clay Addition, an addition to the City of Fort Worth, Tarrant, Texas, according to that certain plat, recorded in Volume 310, Page 39, of the Plat Records of Tarrant County, Texas

in the County of Tarrant, State of TEXAS, containing .017 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 one-fourth (1/4) 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 one-fourth (1/4) 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 there from 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 there from 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 there from 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

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until Lessee 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-n 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 REPRESENTATIONS: 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)

Juan Cejas

Kathleen Cejas

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 12th day of September, 2009, by: Juan Cejas and wife Kathleen Cejas

JORGE VALENCIANO
Notary Public, State of Texas
My Commission Expires
June 13, 2012

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 _____, 2009, by: _____

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

Document is NOT OFFICIAL!

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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 31 day of July, 2009, by and between Elder Investments, a Texas partnership whose address is 320 E Third St, Burkburnett Tx 76354 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870, 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:

.242 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF LOTS 14, 15, AND 16, BLOCK 4, OUT OF THE CLAY WITHERS 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 APRIL 17, 1995, BY AND BETWEEN, SIGMOR CORPORATION, A DELAWARE CORPORATION, AS GRANTOR, AND ELDER INVESTMENTS, AS GRANTEE, AND RECORDED IN VOLUME 11942, PAGE 815, OUT THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS,

in the County of TARRANT, State of TEXAS, containing .242 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 One-fourth (1/4) 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 One-fourth (1/4) 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 there from 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 there from 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 there from 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 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.

Exhibit

27

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9. 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.

8. 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 REPRESENTATIONS: 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)

By: Billy T. Elder
As: General Partner of Elder Investments,
a Texas Partnership

By: David B. Elder
As: General Partner of Elder Investments,
a Texas Partnership

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Wichita

This instrument was acknowledged before me on the 31st day of July, 2009, by:
Billy T. Elder, as General Partner of Elder Investments, a Texas partnership,
on behalf of said partnership.

ANNE I. THOMPSON
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 2, 2013

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 24 day of August, 2009, by:
David B. Elder, as General Partner of Elder Investments, a Texas partnership,
on behalf of said partnership.

ROBBIE L. ELLIOTT
Notary Public, State of Texas
My Commission Expires
November 20, 2011

UNOFFICIAL DOCUMENT

01.93.5

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 16 day of DECEMBER, 2009, by and between Howard W. Nichols, a married person herein not joined by spouse, and John H. Farris, a married person herein not joined by spouse whose addresss is 1561 County Road 3690, Paradise, Texas 76073 as **Lessor**, and, **DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.520 acres of land, more or less, all of Lot 3R, Block 4, of the Clay Withers Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-154, Page 35, of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .520 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 one-fourth (1/4) 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 one-fourth (1/4) 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 there from 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 there from 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 there from 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 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

28

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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 REPRESENTATIONS: 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)

Howard W. Nichols
By: Howard W. Nichols

John H. Farris
By: John H. Farris

ACKNOWLEDGMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the 16th day of December, 2009, by: Howard W. Nichols, a married person herein not joined by spouse.

VIRGINIA LITTLE
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 9-02-2011

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

STATE OF
COUNTY OF

This instrument was acknowledged before me on the 16th day of December, 2009, by: John H. Farris, a married person herein not joined by spouse.

VIRGINIA LITTLE
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 9-02-2011

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

DO NOT SIGN

01.92.2

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 26th day of December, 2007, between ROSALYN Holloway A.K.A. ROSALYN ROBERSON (Husband TONY A. ROBERSON SR.), Lessor (whether one or more), whose address is 6404 Scottsdale Drive, 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:

.143 acres of land, more or less, being Lot(s) 14/15 South 10 feet of 16, Block 3, of the Clay Withers Addition Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388, Page 34, 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 Lessees pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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

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the lease shall remain in force so long as operations on said [redacted] 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 produc[redacted]il, gas or other mineral, so long thereafter as oil, gas, or other mineral is p[redacted]d from said land, or from land pooled therewith. If, after the expi[redacted] of the primary term of this lease and after oil, gas, or other mineral is prod[redacted]m said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences o[redacted]ions 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.

Roselyn Roberson
By: ROSALYN Holloway, A.K.A. ROSALYN ROBERSON

Tony A. Roberson Sr.
By: TONY A. ROBERSON SR.

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 26 day of DECEMBER, 2007,
by ROSALYN Holloway, A.K.A ROSALYN ROBERSON

PHILLIP A. CARAWAY
Notary Public, State of Texas
My Commission Expires
March 23, 2011

Phillip A. Caraway
Notary Public, State of Texas
Notary's name (printed): PHILLIP A. CARAWAY
Notary's commission expires: 03-23-2011

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 26 day of DECEMBER, 2007,
by TONY A. ROBERSON SR

PHILLIP A. CARAWAY
Notary Public, State of Texas
My Commission Expires
March 23, 2011

Phillip A. Caraway
Notary Public, State of
Notary's name (printed): 03-23-2011
Notary's commission expires: 03-23-2011

Revised on 12/7/2006

01-92-2

EXHIBIT

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 DRIVERS 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 21th day of September, 2007, between Cordell Davis, herein dealing in His sole and separate property, Lessor (whether one or more), whose address is 4836 Nolan Drive, 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:

.137 acres of land, more or less, being lot(s) 3R, block 3, of the Clay Withers Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 310, Page 39, 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 in or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

EXHIBIT A

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and if they result in the production of oil, gas, or other m[illegible] long thereafter as oil, gas, or other mineral is produced from said land, or [illegible] pooled therewith. Any pooled unit designated by Lessee in accordan[illegible]ith the terms hereof, may be dissolved by Lessee by instrument filed for record in [illegible] propriate 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.

X _____

- CORDELL DAVIS

Sample Document

01-92-2

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 31 day of July, 2009, by and between Elder Investments, a Texas partnership whose addresss is 320 E. Third St., Fourth Floor, Fort Worth, TX 76102 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870, 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:

.187 ACRES OF LAND, MORE OR LESS, BEING ALL OF LOT 2R, BLOCK 3, OUT OF THE CLAY WITHERS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME B, PAGE 1287, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS;

in the County of TARRANT, State of TEXAS, containing .187 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 One-fourth (1/4) 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 One-fourth (1/4) 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 there from 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 there from 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 there from 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 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

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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 REPRESENTATIONS: 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)

By: Billy T. Elder
As: General Partner of Elder Investments, a Texas partnership

By: David B. Elder
As: General Partner of Elder Investments, a Texas partnership.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Wichita

This instrument was acknowledged before me on the 31st day of July, 2009, by:
Billy T. Elder as General Partner of Elder Investments, a Texas partnership, on behalf of said partnership.

ANNE I. THOMPSON
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 2, 2013

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 29 day of August, 2009, by:
David B. Elder as General Partner of Elder Investments, a Texas partnership, on behalf of said partnership.

ROBBIE L. ELLIOTT
Notary Public, State of Texas
My Commission Expires
November 20, 2011

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

Document Not Official

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 17 day of November, 2009, by and between Adolfo Gonzalez, a married person, herein not joined by spouse whose address is 2412 Lincoln Avenue, Fort Worth, Texas 76164 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.209 acres of land, more or less, all of Lot 11 and south 10 feet of 12, Block 2, of the Clay Withers Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 310, Page 99, of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .209 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 one-fourth (1/4) 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 one-fourth (1/4) 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 there from 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 there from 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 there from 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 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.

Oil and Gas Lease

32

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6. 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 REPRESENTATIONS: 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)

Adolfo Gonzalez

By: Adolfo Gonzalez

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 17 day of November, 2009, by: Adolfo Gonzalez, a married person, herein not joined by spouse

EDWARD PADILLA
Notary Public, State of Texas
My Commission Expires
July 29, 2012

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

STATE OF
COUNTY OF

This instrument was acknowledged before me on the _day of _, 2009, by:

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

DO NOT Consent

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 18 day of November, 2008, by and between Atanacio Sanchez and wife, Maria Salazar De Sanchez whose address is 1405 Holmes Street Fort Worth, Texas 76105 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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:

.183 ACRES OF LAND, MORE OR LESS, BEING ALL OF THE NORTH 45 FEET OF LOT 11, AND THE SOUTH 10 FEET OF LOT 12, BLOCK 1, OF THE CLAY WITHERS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 310, PAGE 39, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the County of TARRANT, State of TEXAS, containing .183 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 one-fourth (1/4) 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 one-fourth (1/4) 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 there from 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 there from 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 there from 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 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

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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 occured, 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 REPRESENTATIONS: 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)

Atanacio Sanchez
By: Atanacio Sanchez

Maria S de Sanchez
By: Maria Salazar De Sanchez

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 18day of November, 2008, by:
Atanacio Sanchez and wife, Maria Salazar De Sanchez

JULIO MUNOZ LOPEZ
Notary Public, State of Texas
My Commission Expires
January 27, 2012

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 _____, 2008, by:

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

DO NOT Document

01.92.2

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 6 day of May, 2009, by and between Nettie Cooper Cassidy, also known as Nettie Mae Cassidy, a widow whose address is 201 Municipal Street Kennedale, Texas 76060 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 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.

.356 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF LOTS 1, 2, 3, AND 4, BLOCK 1, OUT OF THE CLAY WITHERS 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 MAY 30, 1978, BY AND BETWEEN EXXON CORPORATION, A NEW JERSEY CORPORATION, AS GRANTOR, AND EARL CASSIDY JR. AND WIFE, NETTIE MAE CASSIDY, AS GRANTEE, AND RECORDED IN VOLUME 6569, PAGE 689, OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS;

in the County of TARRANT, State of TEXAS, containing .356 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 One-fifth (1/5) 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 One-fifth (1/5) 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 there from 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 there from 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 there from 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 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.

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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 the 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.

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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)

Nettie Cooper Cassidy

By: Nettie Cooper Cassidy

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 6 day of May, 2009, by:
Nettie Cooper Cassidy, also known as Nettie Mae Cassidy, a widow.

JULIO MUNOZ LOPEZ
Notary Public, State of Texas
My Commission Expires
January 29, 2012

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

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, 2009, by: _____

Notary Public, State of _____

DO NOT COPY
Document

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7.

File No. MF110848

Lease

Date Filed: 3/26/10

Jerry Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

May 4th, 2010

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

Dear Mr. Mikel,

Re: State of Texas HROW Lease # **MF110848**

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

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

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

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

Best regards,

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

COPY

File No. MF 110 848

Date Filed: 5/4/10

Jerry Patterson, Commissioner

By

COPY

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA148559

Unit Number	*7236*				
Operator Name	*Chesapeake Operating Inc*			*Effective Date*	*12/08/2010*
Customer ID	*C000025243*			*Unitized For*	*Oil And Gas*
Unit Name	*Maddox*			*Unit Term*	
County 1	*Tarrant*	*RRC District 1*	*05*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*0.00600449*				
State Part in Unit	*0.02401800*				
Unit Depth	*Allow All Depths*	*Well*			
From Depth		*Formation*			
To Depth		*Participation Basis*	*Surface Acreage*		
		If Excluions Apply: See Remarks			

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*Lease Royalty*	*Tract Royalty Participation*	*Royalty Rate Reduction Clause*
MF114622	1	1.197000	302.607000	0.00395563	0.25000000	0.00098891	No
MF110848	2	6.071000	302.607000	0.02006233	0.25000000	0.00501558	No

API Number
4243934544

Remarks: Acreage change; new State NRI.

Prepared By:	MMB	*Prepared Date:*	5/18/15
GLO Base Updated By:	MMB	*GLO Base Date:*	5/18/15
RAM Approval By:	KB	*RAM Approval Date:*	5/21/15
GIS By:		*GIS Date:*	
Well Inventory By:	MMB	*WI Date:*	5/18/15

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

OPERATOR INFORMATION

Contact Name Jerad Rhodes Phone (405) 935-1369

Name of Pooled Unit Maddox 1H

Operator of Pooled Unit Chesapeake Exploration, L. L. C. County Tarrant

Effective Date of Unit Declaration: 12/8/2010

HROW LEASE(S) IN UNIT

HRWO State Lease No.	Lease Date	Term	HROW Royalty	Total Acreage in HROW Lease	HROW Lease Acreage in Unit
MF 114622	11/6/2012	1 year	1/4	1.197	1.197
MF 110848	5/4/2010	1 year	1/4	10.471	6.071

Total Acreage In Pooled Unit 302.607 Ac.

State's Royalty Revenue Interest in Unit: 0.006004 Total HRWO Acreage In Unit 7.268 Ac.

Total Private Acreage In Unit (Total Acreage – Total HROW Acreage) 295.339 Ac.

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

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

Pooled Interval: All Depths ☑ Top Depth _____ Base Depth _____

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

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

UNIT WELL(S)

API # 42-439-34544 RRC ID# 684631

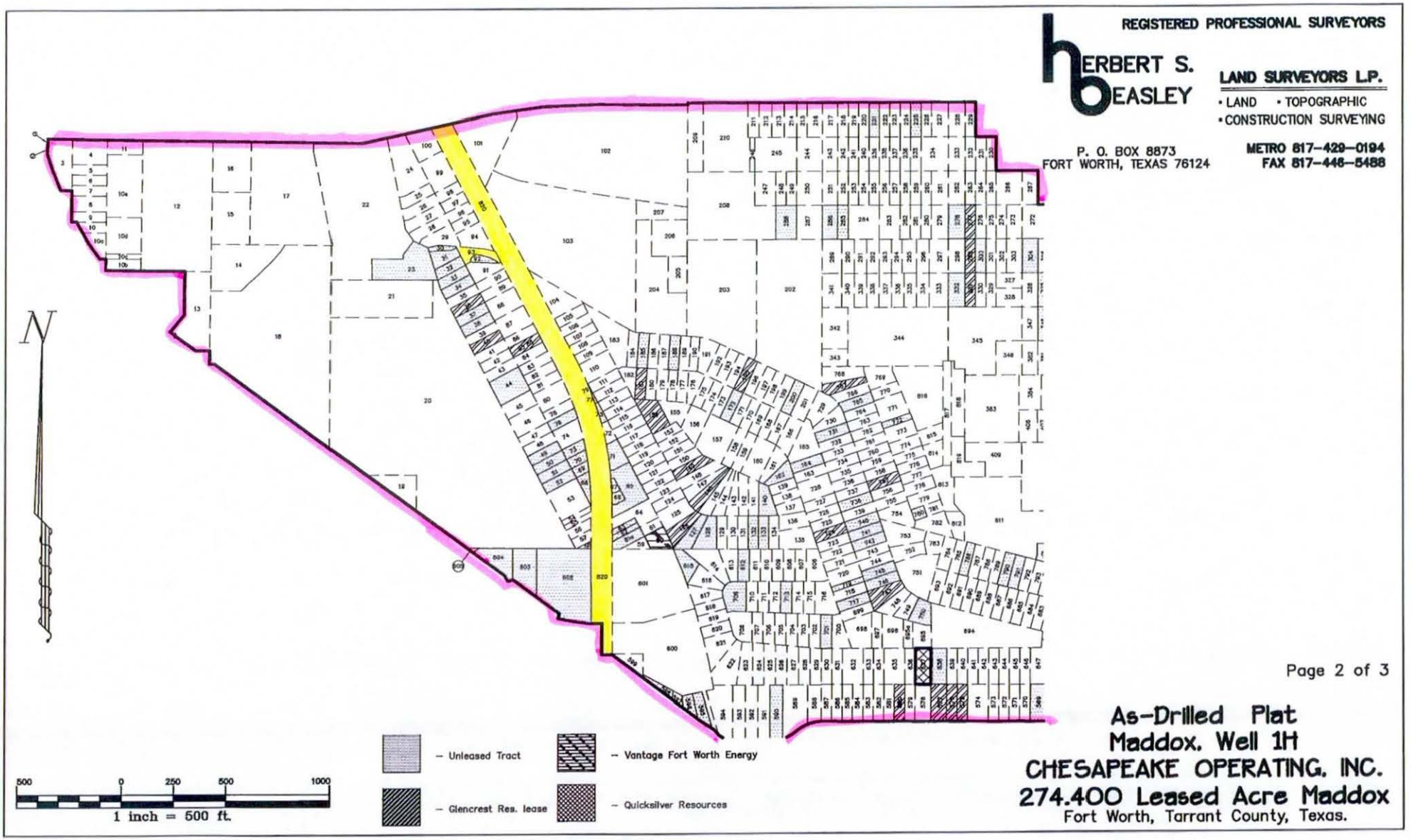
API # _____ RRC ID# _____

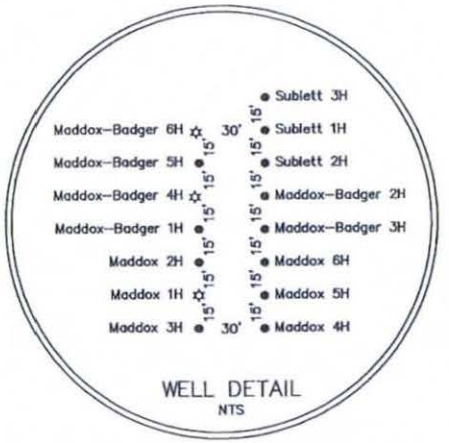
API # _____ RRC ID# _____

API # _____ RRC ID# _____

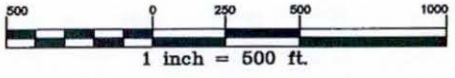
Unit 7236
(revised)

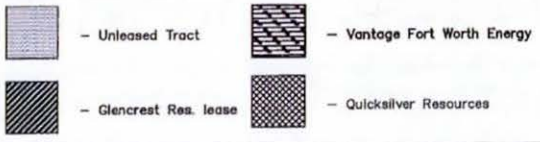
MF 114622
MF 110848





WELL DETAIL
NTS





REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. EASLEY

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817–429–0194
FAX 817–446–5488

As-Drilled Plat
Maddox. Well 1H
CHESAPEAKE OPERATING. INC.
274.400 Leased Acre Maddox
Fort Worth, Tarrant County, Texas.

From: Bill Ries <bill.ries@chk.com>
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
CC: "Vanessa Daniels (Vanessa.Daniels@GLO.TEXAS.GOV)" <Vanessa.Daniels@GLO.T...
Date: 5/15/2015 8:45 AM
Subject: RE: Maddox - HROW Update
Attachments: Maddox HROW Pooling Doc 5-14-15.pdf; ChesapeakeOperatingMaddoxUnit7236.pdf; Maddox Unit 7236 Revised - recd 05-14-2015 .xls

Good Morning,
The State NRI on the unit setup supports 6.071 leased acres in the unit for MF110848, which matches the HROW form. On the unit setup, it shows 4.235 leased acres for MF110848. I think this is carry-over from the original setup.
It looks like the details for MF110848 just need to be updated. Will you please take a look?
Thanks,
Bill Ries
Accountant II - Regulatory Payments
Chesapeake Energy Corporation
Phone: (405) 935-6337

From: Vanessa Daniels [mailto:Vanessa.Daniels@GLO.TEXAS.GOV]
Sent: Thursday, May 14, 2015 3:13 PM
To: Bill Ries; RJ Saladin; Mary Barnstone
Cc: Jerad Rhodes
Subject: RE: Maddox - HROW Update

RJ,

Please find attached the setup for your lease. If you should need any additional information, please don't hesitate to contact us.

Thanks,

Vanessa Daniels
Texas General Land Office -
Financial Management
Minerals Review
(512) 936-0215 - Direct Line
Vanessa.Daniels@glo.texas.gov<mailto:Vanessa.Daniels@glo.texas.gov>

>>> Mary Barnstone 5/14/2015 1:16 PM >>>
I have updated the Maddox Unit 7236 to reflect the new State acreage numbers. Vanessa will forward the new set up.

Thank you,

Mary Beth

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

Mary.Barnstone@GLO.Texas.Gov<mailto:Mary.Barnstone@GLO.Texas.Gov>

>>> RJ Saladin <rj.saladin@chk.com<mailto:rj.saladin@chk.com>> 5/14/2015 11:15 AM >>>
Mary Beth,

Please find attached the updated HROW form for the Maddox unit and a plat. Let me know if you need anything else.

Thank you, RJ

-----Original Message-----
From: Mary Barnstone
[mailto:Mary.Barnstone@GLO.TEXAS.GOV<mailto:Mary.Barnstone@GLO.TEXAS.GOV>]
Sent: Tuesday, May 12, 2015 10:16 AM
To: Bill Ries; RJ Saladin
Cc: Jerad Rhodes
Subject: RE: Maddox - HROW Update

No worries. I will wait for further information from you.

Thank you,

Mary Beth

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

>>> RJ Saladin <rj.saladin@chk.com<mailto:rj.saladin@chk.com>> 5/12/2015 10:12 AM >>>
Mary Beth,

I apologize that it has taken me so long to get back with you. But after reviewing some TOs and having to get an updated TO for a portion of Mitchell, I concur with you that the ST of TX lease below is in the Maddox unit. I will still have to get some updated plats and info, but this is in the process of being updated. I am not sure of them timeline though. I have CC'd the CHK landman whose AOR covers these units. If you need anything else, let me know.

Thank you,
RJ Saladin, RL
Landman I - Central TX
Chesapeake Energy Corporation
Office: 405-935-2062
Mobile: 405-806-0071
Fax: 405-849-2062
Email: rj.saladin@chk.com<mailto:rj.saladin@chk.com>

-----Original Message-----
From: Mary Barnstone
[mailto:Mary.Barnstone@GLO.TEXAS.GOV<mailto:Mary.Barnstone@GLO.TEXAS.GOV>]
Sent: Thursday, March 19, 2015 8:59 AM
To: Bill Ries; RJ Saladin
Subject: Re: Maddox - HROW Update

According to our records, MF110848 is in both the Maddox and Maddox Badger. See attached scanned lease file, exhibits, ROW description and plats. The lease includes East Rosedale and Mitchell BLVD extending to 287. See description provided by your agent, Dale property services. Page 26 has a plat of the acreage included in MF110848.

http://www.glo.texas.gov/ncu/SCANDOCS/archives_webfiles/arcmaps/webfiles/landgrants/PDFs/1/0/6/3/1063828.pdf

Unless you can give me additional information showing me something different, I am not removing MF110848 from the Maddox Unit.

Thank you,

Mary Beth

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

>>> RJ Saladin <rj.saladin@chk.com<mailto:rj.saladin@chk.com>> 3/18/2015 4:07 PM >>>
Mary Beth, Looks like I added lease MF 110848 to the Maddox unit but it actually is in the Maddox-Badger unit. I checked the Maddox-Badger unit and it was on that HROW. The plat has not changed. Please find attached an updated HROW form.

Thank you,
RJ Saladin, RL
Landman I - Central TX
Chesapeake Energy Corporation
Office: 405-935-2062
Mobile: 405-806-0071
Fax: 405-849-2062
Email:
rj.saladin@chk.com<mailto:rj.saladin@chk.com><mailto:rj.saladin@chk.com<mailto:rj.saladin@chk.com>>

[811]<http://www.chk.com/wearechesapeake>

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addressed, and may contain information that is confidential or privileged and exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return email and destroy all copies of the email (and attachments if any).

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9

File No. MF 110848

Buck Slip for Unit ~~County~~

7236

Date Filed: 5-18-15

George P. Bush, Commissioner

By

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA158661

Unit Number	*7338*				
Operator Name	*Chesapeake Operating Inc*			*Effective Date*	*10/06/2010*
Customer ID	*C000025243*			*Unitized For*	*Oil And Gas*
Unit Name	*Maddox-Badger Unit*			*Unit Term*	
County 1	*Tarrant*	*RRC District 1*	*05*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*0.00454141*				
State Part in Unit	*0.01816565*				
Unit Depth	*Allow All Depths*	*Well*			
From Depth		*Formation*			
To Depth		*Participation Basis*	*Surface Acreage*		
		If Excluions Apply: See Remarks			

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*Lease Royalty*	*Tract Royalty Participation*	*Royalty Rate Reduction Clause*
MF113701	1	1.800000	244.032000	0.00737608	0.25000000	0.00184402	No
MF113901	2	0.348000	244.032000	0.00142604	0.25000000	0.00035651	No
MF113903	3	0.076000	244.032000	0.00031143	0.25000000	0.00007786	No
MF110848	4	2.124000	244.032000	0.00870378	0.25000000	0.00217594	No

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*Lease Royalty*	*Tract Royalty Participation*	*Royalty Rate Reduction Clause*
MF115939	5	0.085000	244.032000	0.00034831	0.25000000	0.00008708	No

API Number
4243934878

Remarks: HROW unit

Prepared By:	MB	*Prepared Date:*	2/12/15
GLO Base Updated By:	MB	*GLO Base Date:*	2/2/15
RAM Approval By:	VD	*RAM Approval Date:*	2/6/15
GIS By:		*GIS Date:*	
Well Inventory By:	MB	*WI Date:*	2/2/15

Pooling Committee Report

To:	School Land Board	UPA158661
Date of Board Meeting:		Unit Number: 7338
Effective Date:	10/06/2010	
Unit Expiration Date:		
Applicant:	Chesapeake Exploration, LLC	
Attorney Rep:		
Operator:	CHESAPEAKE OPERATING INC, OKLAHOMA CITY	
Unit Name:	Maddox-Badger Unit	
Field Name:	NEWARK, EAST (BARNETT SHALE)	

County: Tarrant

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
HROW	MF110848	0.25000000	05/04/2011	1 years	10.471000	2.124000	0.00217594
HROW	MF113701	0.25000000	01/17/2013	1 years	0.971000	1.800000	0.00184402
HROW	MF113901	0.25000000	04/03/2013	1 years	0.348000	0.348000	0.00035651
HROW	MF113903	0.25000000	04/03/2013	1 years	1.322000	0.076000	0.00007786
HROW	MF115939	0.25000000	11/05/2014	1 years	0.085000	0.085000	0.00008708

Private Acres:	239.599000
State Acres:	4.433000
Total Unit Acres:	244.032000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	1.82%
State Net Revenue Interest:	0.45%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	

7338

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

OPERATOR INFORMATION

Contact Name Jerad Rhodes Phone (405) 935-1369

Name of Pooled Unit Maddox-Badger 4H, 6H

Operator of Pooled Unit Chesapeake Exploration, L. L. C. County Tarrant

Effective Date of Unit Declaration: 10/6/2010

HROW LEASE(S) IN UNIT

HRWO State Lease No.	Lease Date	Term	HROW Royalty	Total Acreage in HROW Lease	HROW Lease Acreage in Unit
MF 113701	1/17/2012	1 year	25%	0.971	1.8
MF 113901	4/3/2012	1 year	25%	0.348	0.348
MF 113903	4/3/2012	1 year	25%	1.322	0.076
MF 110848	5/4/2010	1 year	25%	10.471	2.124
MF 115939	11/5/2013	1 year	25%	0.085	0.085

Total Acreage In Pooled Unit 244.032 Ac.

State's Royalty Revenue Interest in Unit: 0.004541 Total HRWO Acreage In Unit 4.433 Ac.

Total Private Acreage In Unit (Total Acreage – Total HROW Acreage) 239.599 Ac.

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

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

Pooled Interval: All Depths ☑ Top Depth _____ Base Depth _____

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

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

UNIT WELL(S)

API # 42-439-36388 RRC ID# 727659

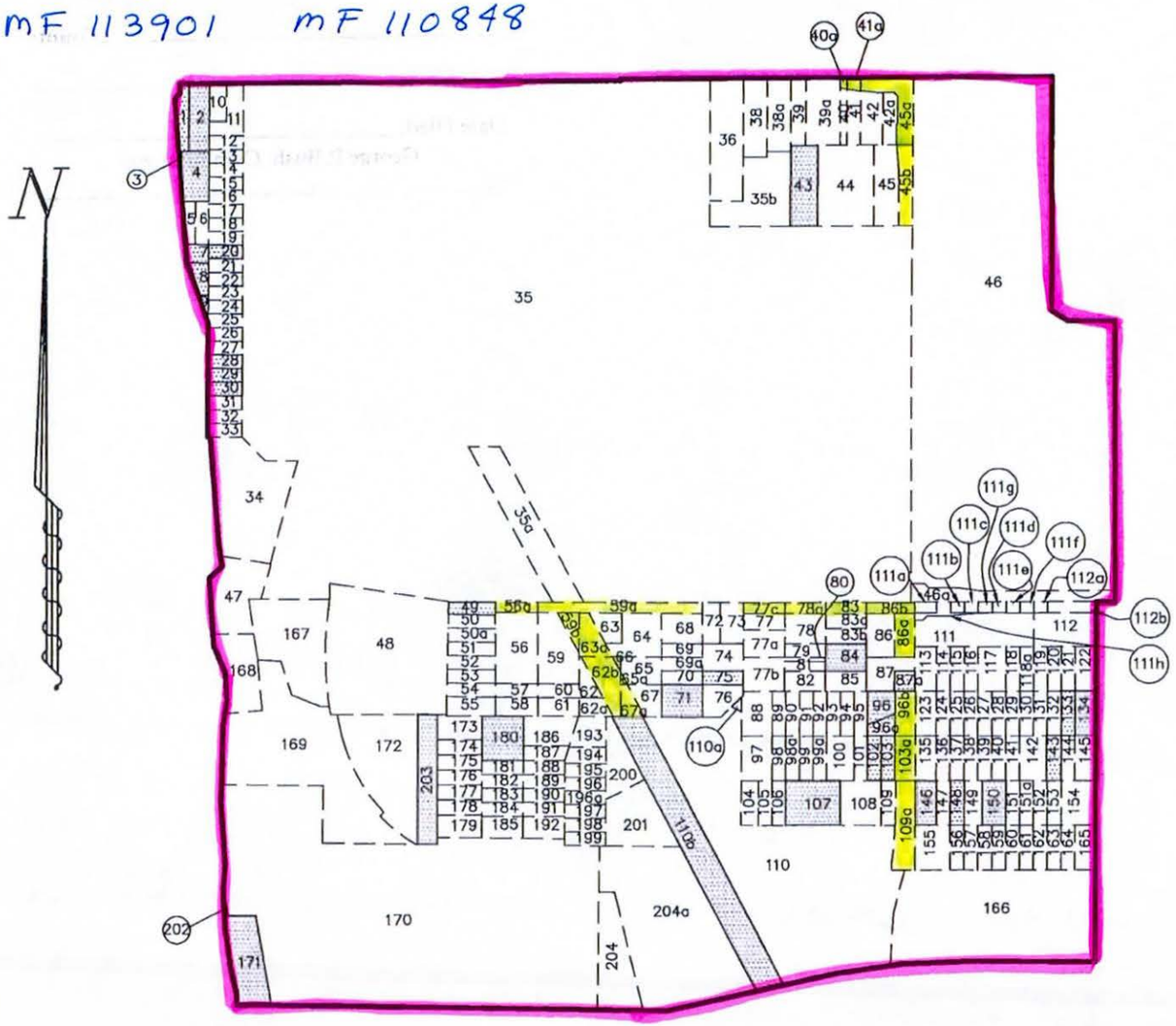
API # 42-439-34888 RRC ID# 691873

API # _____ RRC ID# _____

API # _____ RRC ID# _____

Unit 7338

MF 113701 MF 113903 MF 115939
MF 113901 MF 110848



Basis of Bearings: NAD27 Texas North Central Zone.
Grid Scale Factor: 0.99986708139

600 0 300 600 1200

1 inch = 600 ft.

REGISTERED PROFESSIONAL SURVEYORS

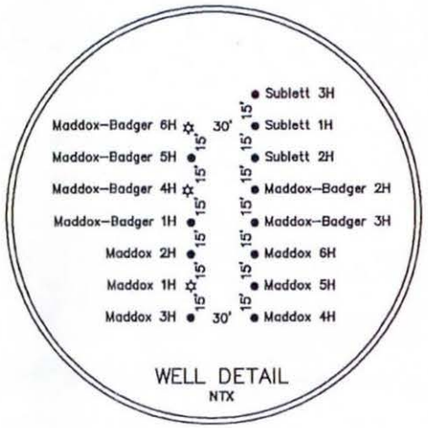
HERBERT S. EASLEY

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817-429-0194
FAX 817-446-5488



As-Drilled Plat
Maddox-Badger. Well 4H
CHESAPEAKE OPERATING, INC.
232.345 Leased Acre Maddox-Badger
Fort Worth, Tarrant County, Texas.

10.

File No. MF 110848

BUCK SLIP FOR UNIT 7338

Date Filed: 2-2-15

George P. Bush, Commissioner

By

Electronically Recorded
Official Public Records

Tarrant County Texas
10/6/2010 2:04 PM
D210247088

PGS 9
$48.00

L0562090

DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

Electronically Recorded
Chesapeake Operating, Inc

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration of Pooled Unit is executed to be effective as of August 12, 2010, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

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

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

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

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

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **243.3036 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Unit Name. The pooled unit created hereby shall be known as the **"Maddox-Badger"**.

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

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

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

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written

DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

D0562090

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration of Pooled Unit is executed to be effective as of August 12, 2010, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

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

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

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

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

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **243.3036 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Unit Name. The pooled unit created hereby shall be known as the **"Maddox-Badger".**

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

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

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

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written

consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

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

Chesapeake Exploration, L.L.C., successor by merger to
Chesapeake Exploration Limited Partnership

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

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 16th day of September, 2010, by Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

KEASHA HOBBS NOTARY # 07011589 EXP. 12/18/11 PUBLIC STATE OF OKLAHOMA

_____
Notary Public

My Commission Expires: _____
My Commission Number: _____

TOTAL E&P USA, INC., a Delaware corporation

By: _____
Eric Bonnin
Vice President, Business Development & Strategy

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of September, 2010, by Eric Bonnin as Vice President, Business Development & Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.

_____
Notary Public

My Commission Expires: _____
My Commission Number: _____

JOY W PHILLIPS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 31, 2012

EXHIBIT "A"

Maddox-Badger Bend Unit

Attached and made a part of that Declaration of Pooled Unit for the Maddox-Badger Unit dated August 12, 2010. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0141608-000	ADOLFO GONZALEZ	DALE PROPERTY SERVICES, LLC	11/17/2009	11/17/2014	D209309674	B2 L9 10, CLAY WITHERS ADDITION
TX0141609-000	ADOLFO GONZALEZ	DALE PROPERTY SERVICES, LLC	11/17/2009	11/17/2014	D209309675	B2 L7 8, CLAY WITHERS ADDITION
TX0141655-000	ADOLFO GONZALEZ	DALE PROPERTY SERVICES, LLC	11/17/2009	11/17/2014	D209312968	B2 L11, CLAY WITHERS ADDITION
TX0141655-000	ADOLFO GONZALEZ	DALE PROPERTY SERVICES, LLC	11/17/2009	11/17/2014	D209312968	B2 L12, CLAY WITHERS ADDITION
TX0138972-000	ALEJANDRINA FLORES	DALE PROPERTY SERVICES, LLC	5/21/2009	5/21/2014	D209139225	B36 L23, POLYTECHNIC HEIGHTS ADDTION
TX0138752-000	ALFREDO & SULEMA DOMINGUEZ	DALE PROPERTY SERVICES, LLC	5/8/2009	5/8/2014	D209130039	B2 L3, STRIPLING PLACE ADDITION
TX0124958-000	ALMA TEAGUE	DALE PROPERTY SERVICES, LLC	5/28/2008	5/28/2013	D208212714	B35 L5 6, POLYTECHNIC HEIGHTS ADDITION
TX0122961-000	ANGELICA CARNEY & ENRIGUE	DALE PROPERTY SERVICES, LLC	5/9/2008	5/9/2013	D208200616	BLOCK 33, LOT 21, POLYTECHINC HEIGHTS ADDITION
TX0047006-000	ANNA GANDERA ET AL	HTP & ASSOCIATES	1/1/2008	1/1/2011	D208056135	0.43 AC, J DAVIS SVY, A-418
TX0135953-000	ANTANACIO & MARIA SANCHEZ	DALE PROPERTY SERVICES, LLC	11/18/2008	11/18/2013	D208456815	B1 L10 11, CLAY WITHERS ADDITION
TX0135958-000	ANTANACIO & MARIA SANCHEZ	DALE PROPERTY SERVICES, LLC	11/18/2008	11/18/2013	D208456820	B1 L11 12, CLAY WITHERS ADDITION
TX0136871-000	BENNY RAY GARZA	DALE PROPERTY SERVICES, LLC	1/24/2009	1/24/2014	D209028438	B61 L15, POLYTECHNIC HEIGHTS ADDITION
TX0139364-000	BILL BURDOCK	DALE PROPERTY SERVICES, LLC	6/3/2009	6/3/2014	D209164378	BB L1, OCIE SPEER ADDITION
TX0139365-000	BILL BURDOCK	DALE PROPERTY SERVICES, LLC	6/3/2009	6/3/2014	D209164379	BB L2 3, OCIE SPEER ADDITION
TX0140872-000	CARLA JOE JONES	DALE PROPERTY SERVICES, LLC	9/29/2009	9/29/2014	D209265141	B3 L5, STRIPLING PLACE ADDITION
TX0139322-000	CHASTA ENGLAND	DALE PROPERTY SERVICES, LLC	6/11/2009	6/11/2014	D209163053	B10 LA, SEIBOLD ADDITION
TX0466782-000	CHESAPEAKE ROYALTY, L.L.C.	CHESAPEAKE EXPLORATION LLC	9/30/2009	9/30/2012	D209313324	LOT 2-8, BLOCK 2, A H FISH
TX0098418-000	CHICAGO PROPERTIES INC	DALE PROPERTY SERVICES, LLC	9/28/2007	9/28/2012	D207405559	B61 L8 9, POLYTECHNIC ADDITION
TX0460738-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION LLC	8/3/2009	8/3/2011	D209238061	J. DAVIS SURVEY, A-418
TX0460739-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION LLC	8/3/2009	8/3/2011	D209265662	J. VAN RIPER SURVEY, A-1590
TX0066145-000	CLEAR CHANNEL OUTDOOR INC	DALE PROPERTY SERVICES, LLC	3/2/2007	3/2/2012	D207110072	LOT 9, BLK 1, MEADOW ADDITION
TX0122968-000	CLOMA FOX	DALE PROPERTY SERVICES, LLC	5/9/2008	5/9/2013	D208200617	BLOCK 36, LOT 10, POLYTECHINIC HEIGHTS ADDITION
TX0074374-000	COLLINS FAMILY LIMITED PARTNER	DALE RESOURCES, LLC	12/15/2006	12/15/2011	D207206971	BLOCK 6, LOT 6, CLAY WITHERS ADDITION
TX0095430-000	CORDELL AND CYNTHIA DAVIS	DALE PROPERTY SERVICES, LLC	9/21/2007	9/21/2012	D207380989	B3 L7 8,CLAY WITHERS ADDITION
TX0095427-000	CORDELL DAVIS	DALE PROPERTY SERVICES, LLC	9/21/2007	9/21/2012	D207380988	B3 L3R, CLAY WINTERS ADDITION
TX0139318-000	CORNELIUS N SMITH	DALE PROPERTY SERVICES, LLC	6/10/2009	6/10/2014	D209163051	B2 L6 & S 35' OF L5, CLAY WITHERS ADDITION
TX0142344-000	CORNELIUS SMITH	DALE PROPERTY SERVICES, LLC	1/6/2010	1/6/2015	D210032106	LOT 4, N 15' OF L5 BLK 2, CLAY WITHERS ADDITION
TX0047099-000	DAJUANA MILLER - BOGAN	PALOMA BARNETT, LLC	11/8/2007	11/8/2012	D208059985	TR 2B, JOHN DAVIS SURVEY - A-418
TX0086512-000	DAJUANA MILLER-BOGAN	DALE PROPERTY SERVICES, LLC	8/15/2007	8/15/2012	D207318856	TR 2B, JOHN DAVIS SURVEY - A-418
TX2202854-000	DANG & NGA THI HO HUYNH	DALE RESOURCES LLC	12/5/2005	12/5/2010	D206051017	JOHN DAVIS SVY, A-418
TX0135496-000	DAVID & ELENA NAVA	DALE PROPERTY SERVICES, LLC	8/29/2008	8/29/2013	D208444363	B35 L8, POLYTECHNIC HEIGHTS ADDITION
TX0068379-000	DAVID & JUDY HOADLEY	DALE PROPERTY SERVICES, LLC	4/9/2007	4/9/2012	D207132901	L4 B3, STRIPLING PLACE ADDITION
TX0104316-000	DAVID M & PAULA J POST	DALE PROPERTY SERVICES, LLC	12/6/2007	12/6/2012	D208001664	B1 LC, STRIPLING PLACE ADDITION
TX0015900-000	DOROTHY LEE KNOLES AUSBORNE	WESTERN PRODUCTION COMPANY	6/15/2007	6/15/2010	D207244694	LOT 11, BLK 10, STEBOLD ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0125033-000	DOROTHY WRZESINSKI	DALE PROPERTY SERVICES, LLC	6/6/2008	6/6/2013	D208226369	B2 L5, STRIPLING PLACE ADDITION
TX0049072-000	DORTHY MITCHELL TAYLOR	PALOMA BARNETT, LLC	1/31/2008	1/31/2013	D208110956	LOT H, BLOCK 1, STRIPLING PLACE
TX0140386-000	ELDER INVESTMENTS	DALE PROPERTY SERVICES, LLC	7/31/2009	7/31/2014	D209239328	B4 L14 15 16, CLAY WITHERS ADDITION
TX0140385-000	ELDER INVESTMENTS	DALE PROPERTY SERVICES, LLC	7/31/2009	7/31/2014	D209239327	B3 L2R, CLAY WITHERS ADDITION
TX0083829-000	ELVALENA CANTER	DALE PROPERTY SERVICES, LLC	7/23/2007	7/23/2012	D207299664	A418 T5A01, JOHN DAVIS SURVEY
TX0130027-000	EMMANUEL & MARIA AJAEGBU	DALE PROPERTY SERVICES, LLC	7/15/2008	7/15/2013	D208287306	B61 L19, POLYTECHNIC HEIGHTS ADDITION
TX0047409-000	ERIC J ROBERTS	PALOMA BARNETT, LLC	12/17/2007	12/17/2010	D208063708	L15, B36, POLYTECHNIC HEIGHTS ADDITION
TX0112399-000	ESSIE FONTENOT	DALE PROPERTY SERVICES, LLC	3/5/2008	3/5/2013	D208087925	B5 L7, CLAY WITHERS ADDITION
TX0141200-000	EUNICE PRICE	DALE PROPERTY SERVICES, LLC	10/15/2009	10/15/2014	D209283146	B10 L24, SEIBOLD ADDITION
TX0139523-000	FELIPE & ANNA JUAREZ	DALE PROPERTY SERVICES, LLC	6/25/2009	6/25/2012	D209175543	B35 L13 14, POLYTECHNIC HEIGHTS ADDITION
TX0139522-000	FELIPE & ANNA JUAREZ	DALE PROPERTY SERVICES, LLC	6/25/2009	6/25/2012	D209175542	B62 L12, POLYTECHNIC HEIGHTS ADDITION
TX0139524-000	FELIPE JUAREZ	DALE PROPERTY SERVICES, LLC	6/25/2009	6/25/2012	D209175544	B62 L11, POLYTECHNIC HEIGHTS ADDITION
TX0130640-000	FLORENCE HARLOW	DALE PROPERTY SERVICES, LLC	7/10/2008	7/10/2013	D208299026	B3 L4 L5, CLAY WITHERS ADDITION
TX0460622-001	FORT WORTH ISD	CHESAPEAKE EXPLORATION LLC	6/3/2009	6/3/2011	D209161905	LOT 33-A, W. E. HAWKINS ADDITION
TX0460622-001	FORT WORTH ISD	CHESAPEAKE EXPLORATION LLC	6/3/2009	6/3/2011	D209161905	LOT 1R, BLOCK 1, POLYTECHNICADDITION
TX0124495-000	FRANCISCO & NORMA MARTINEZ	DALE PROPERTY SERVICES, LLC	5/29/2008	5/29/2013	D208217739	B36 L3, POLYTECHNIC HEIGHTS ADDITION
TX0101206-000	GEORGE ZAMORA	DALE PROPERTY SERVICES, LLC	10/9/2007	10/9/2012	D207425790	B10 LD, SEIBOLD ADDITION
TX2203047-000	GEORGIA BYERLY	DALE RESOURCES, LLC	2/13/2006	2/13/2011	D209062552	1.0 AC, JOHN DAVIS SVY, A-418
TX2203047-000	GEORGIA BYERLY	DALE RESOURCES, LLC	2/13/2006	2/13/2011	D209062552	.203 AC, J. VANRIPER SVY, A-1590
TX0125760-000	GLADYS NELL FRANKLIN	DALE PROPERTY SERVICES, LLC	6/2/2008	6/2/2013	D208236891	B36 L5, POLYTECHNIC HEIGHTS ADDITION
TX0139787-000	GREGG SCHELLHAMMER	DALE PROPERTY SERVICES, LLC	7/10/2009	7/10/2014	D209193743	B3 L12, CLAY WITHERS ADDITION
TX0139788-000	GREGG SCHELLHAMMER	DALE PROPERTY SERVICES, LLC	7/10/2009	7/10/2014	D209231169	B3 L11, CLAY WITHERS ADDITION
TX0112045-000	HARRY F & WALTA M WILSON	DALE PROPERTY SERVICES, LLC	2/29/2008	2/28/2013	D208082945	A PORTION OF L7 & 8, CLAY WITHERS ADDITION
TX0126475-000	HATTIE & DAVID BLACKSHEAR	DALE PROPERTY SERVICES, LLC	6/16/2008	6/16/2013	D208246450	B61 L22, POLYTECHNIC HEIGHTS ADDITION
TX0138328-000	HERMINIA CORTES	DALE PROPERTY SERVICES, LLC	4/5/2009	4/5/2014	D209102310	B10 L17, SEIBOLD 1ST FILING ADDITION
TX0051630-000	HOLLIS G. SLOAN	DALE RESOURCES, LLC	11/30/2006	11/30/2009	D207005086	B2, L1 OF THE STRIPLING PLACE ADDITION
TX0141970-000	HOWARD W NICHOLS & JOHN H FARR	DALE PROPERTY SERVICES, LLC	12/16/2009	12/16/2014	D210003702	B4 L3R, CLAY WITHERS ADDITION
TX0015901-000	HUBERT & IDA CANADY	WESTERN PRODUCTION COMPANY	6/11/2007	6/11/2010	D207211108	LOT 16, BLOCK 10, SEIBOLD ADDITION
TX0140222-000	HUMBERTO BORJON	DALE PROPERTY SERVICES, LLC	8/17/2009	8/17/2014	D209225446	B35 L11 12, POLYTECHNIC HEIGHTS ADDITION
TX0070062-000	HUMBERTO MUNOZ	DALE PROPERTY SERVICES, LLC	2/27/2007	2/27/2012	D207149626	B10 L6, SIEBOLD ADDITION
TX0142542-000	J. REFUGIO & RITA HERNANDEZ MO	DALE PROPERTY SERVICES, LLC	2/2/2010	2/2/2015	D210031594	B1 LB, STRIPLING PLACE ADDITION
TX0042612-000	JACINTO & MARIA RUBIO	PALOMA BARNETT, LLC	9/15/2007	9/15/2012	D207445077	LOT 10, BLOCK 35, POLYTECHNIC HEIGHTS ADDITION
TX0131546-000	JACK & JERODINE RUSSELL	DALE PROPERTY SERVICES, LLC	6/30/2008	6/30/2013	D208314174	B61 L18, POLYTECHNIC HEIGHTS ADDITION
TX0129292-000	JAMES BROWN	DALE PROPERTY SERVICES, LLC	6/24/2008	6/24/2013	D208282720	B10 L9, SEIBOLD ADDITION
TX0055974-000	JAMES M & CATHY CUSHMAN	DALE PROPERTY SERVICES, LLC	1/12/2007	1/12/2012	D207034087	LOT 7, BLK 1, CLAY WITHERS ADDITION
TX0056740-000	JAMES M & CATHY CUSHMAN	DALE PROPERTY SERVICES, LLC	1/12/2007	1/12/2012	D207034087	B1 L7, CLAY WITHERS ADDITION
TX2202650-000	JAMES N AUSTIN, JR, ET AL	DALE RESOURCES LLC	4/6/2006	4/6/2011	D206342039	LOT 1-R, BLOCK A, SEIBOLD ADDITION
TX0049048-000	JAVIER VILLAGOMEZ	PALOMA BARNETT, LLC	11/13/2007	11/13/2012	D208109455	LOT 11, BLOCK 61, POLYTECHNIC HEIGHTS ADDITION
TX0093898-000	JAY & NANCY CLAUNCH	DALE PROPERTY SERVICES, LLC	9/27/2007	9/27/2012	D207371073	B33 L14 16 17, POLYTECHNIC HEIGHTS ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0093897-000	JAY & NANCY CLAUNCH	DALE PROPERTY SERVICES, LLC	9/27/2007	9/27/2012	D207371074	B36 L6 7, PLOYTECHNIC HEIGHTS ADDITION
TX0138303-000	JEANNE DOOGS	DALE PROPERTY SERVICES, LLC	3/25/2009	3/25/2014	D209098942	B36 L16, POLYTECHNIC ADDITION
TX0125156-000	JERRY PHILLIPS	DALE PROPERTY SERVICES, LLC	6/5/2008	6/5/2013	D208228506	B35 L7, POLYTECHNIC HEIGHTS ADDITION
TX0111558-000	JESUS AND ODELINDA AMAYA	DALE PROPERTY SERVICES, LLC	2/29/2008	2/28/2013	D208080695	B2 L7, STRIPLING PLACE ADDITION
TX0095498-000	JESUS GARCIA ORTIZ	DALE PROPERTY SERVICES, LLC	9/26/2007	9/26/2012	D207384718	BB L15-18 23-26, OCIE SPEER ADDITION
TX0095498-000	JESUS GARCIA ORTIZ	DALE PROPERTY SERVICES, LLC	9/26/2007	9/26/2012	D207384718	BB LA B, OCIE SPEER ADDITION
TX0130192-000	JESUS OCHOA & ELIZABETH VELOZ	DALE PROPERTY SERVICES, LLC	7/18/2008	7/18/2013	D208293566	B6 L4, WITHERS CLAY ADDITION
TX0127114-000	JIMMIE DANIELS	DALE PROPERTY SERVICES, LLC	6/16/2008	6/16/2013	D208247946	B36 L8, POLYTECHNIC HEIGHTS ADDITION
TX0140603-000	JOHN & KARON MILLIGAN	DALE PROPERTY SERVICES, LLC	9/8/2009	9/8/2014	D209250823	B3 L13, CLAY WITHERS ADDITION
TX0112389-000	JOSE & TOMASA S GARCIA	DALE PROPERTY SERVICES, LLC	2/19/2008	2/19/2013	D208087903	B2 L12, STRIPLING PLACE ADDITION
TX0108299-000	JOSE MORENO	DALE PROPERTY SERVICES, LLC	1/25/2008	1/25/2013	D208041899	B33 L1 2 3 4, POLYTECHNIC HEIGHTS ADDITION
TX0094018-000	JOSE ROJO	DALE PROPERTY SERVICES, LLC	9/26/2007	9/26/2012	D207370893	B10 LB C, SEIBOLD ADDITION
TX0098540-000	JUAN & ALICIA MUNOZ	DALE PROPERTY SERVICES, LLC	10/29/2007	10/29/2012	D207404123	B10 L5, SEIBOLD ADDITION
TX0140593-000	JUAN & KATHLEEN CEJAS	DALE PROPERTY SERVICES, LLC	9/12/2009	9/12/2014	D209250813	B4 L5, CLAY WITHERS ADDITION
TX0140592-000	JUAN & KATHLEEN CEJAS	DALE PROPERTY SERVICES, LLC	9/12/2009	9/12/2014	D209250812	B4 L12, CLAY WITHERS ADDITION
TX0087228-000	JUANITA W RZEPNIEWSKI	DALE PROPERTY SERVICES, LLC	8/29/2007	8/29/2012	D207322680	B10 L22, SEIBOLD ADDITION
TX0045278-000	JUDY A MASTON	PALOMA BARNETT, LLC	12/17/2007	12/17/2012	D208033250	LOT 23, BLOCK 10, SEIBOLD ADDITION
TX0124282-000	JUDY CAROL WINASKI	DALE PROPERTY SERVICES, LLC	5/21/2008	5/21/2013	D208212863	B35 L4, POLYTECHNIC HEIGHTS ADDITION
TX0086224-000	KOFFIGAN DJONDO	DALE PROPERTY SERVICES, LLC	8/22/2007	8/22/2012	D207307167	B10 L10, SEIBOLD ADDITION
TX0044877-000	L GARCIA & MARIA T RODRIGUEZ	PALOMA BARNETT, LLC	12/8/2007	12/8/2012	D208031698	LOT 22, BLOCK 33, POLYTECHNIC HEIGHTS ADDITION
TX0045725-000	LEOPOLDO & ALVAREZ CARRILLO	PALOMA BARNETT, LLC	12/15/2007	12/15/2012	D208031301	LOT 6, BLOCK 2, STRIPLING PLACE ADDITION
TX2207486-000	LEROY J YORK	DALE RESOURCES LLC	10/3/2006	10/3/2011	D206342450	B2, LOT 10, STRIPLING PLACE ADDITION
TX0044609-000	LETICIA GARCIA	PALOMA BARNETT, LLC	12/1/2007	12/1/2012	D208030714	LOT 20, BLOCK 33, POLYTECNIC HEIGHTS
TX0088107-000	LINDA L ATKINS AKA LINDA L	DALE PROPERTY SERVICES, LLC	7/17/2007	7/17/2010	D207333584	B71, L7 HIGHLAND ADDITION;
TX0140600-000	LUIS & IMELDA HERNANDEZ	DALE PROPERTY SERVICES, LLC	9/15/2009	9/15/2014	D209250820	B6 L5, CLAY WITHERS ADDITION
TX0089242-000	MA DAVIDSON FAMILY LIMITLED PARTNERSHIP	DALE PROPERTY SERVICES, LLC	9/14/2007	9/14/2010	D207337448	B2 L4, STRIPLING PLACE ADDITION
TX0089693-000	MA DAVIDSON FAMILY LIMITLED PARTNERSHIP	DALE PROPERTY SERVICES, LLC	7/17/2007	7/17/2012	D207337484	B10, L7 SIEBOLD ADDITION
TX0045529-000	MALONE INVESTMENT GROUP INC	PALOMA BARNETT, LLC	8/28/2007	8/28/2012	D208044573	LOT 15, BLOCK 33, POLYTECHNIC HEIGHTS ADDITION
TX0113609-000	MANUEL MORALES	DALE PROPERTY SERVICES, LLC	3/20/2008	3/20/2013	D208106944	B33 L24, POLYTECHNIC HEIGHTS ADDITION
TX0140163-000	MARGARET BUSBY	DALE PROPERTY SERVICES, LLC	8/10/2009	8/10/2014	D209220200	B5 L8, CLAY WITHERS ADDITION
TX0047524-000	MARIA BENEVIDEZ	HTP & ASSOCIATES, LLC	1/1/2008	1/1/2011	D208065422	20 ACRES, STRIPLING PLACE SUBDIVISION
TX0141776-000	MARIA E RANGEL	DALE PROPERTY SERVICES, LLC	11/20/2009	11/20/2014	D209323928	LOT 8, BLOCK 2, STRIPLING PLACE
TX0042940-000	MARIA VILLAPANDO	PALOMA BARNETT, LLC	9/6/2007	9/6/2012	D207448338	LOT 13, BLOCK 10, SEIBOLD ADDITION
TX0095907-000	MARK S JOHNSON	DALE PROPERTY SERVICES, LLC	10/13/2007	10/13/2012	D207387415	B35 L19 20, POLYTECHNIC HEIGHTS ADDITION
TX0135955-000	MARTIN & LYDIA CARRILLO	DALE PROPERTY SERVICES, LLC	11/13/2008	11/13/2013	D208456817	B61 L20, POLYTECHNIC HEIGHTS ADDITION
TX0136440-000	MARY COLEMAN HARRIS	DALE PROPERTY SERVICES, LLC	12/12/2008	12/12/2013	D208463357	B33 L23, POLYTECHNIC HEIGHTS ADDITION
TX0137693-000	MARY ESTHER SALAZER	DALE PROPERTY SERVICES, LLC	3/4/2009	3/4/2014	D209065513	B61 L4, POLYTECHNIC HEIGHTS ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0071116-000	MARY HERNANDEZ	DALE PROPERTY SERVICES, LLC	2/27/2007	2/27/2012	D207161861	BB L4&5, OCIE SPEER ADDITION
TX0114171-000	MARY L COLLINS	DALE PROPERTY SERVICES, LLC	3/25/2008	3/25/2013	D208107944	B1 LF, STRIPLING PLACE ADDITION
TX0107573-000	MAXINE MARCHBANKS	DALE PROPERTY SERVICES, LLC	1/23/2008	1/23/2011	D208034599	B5 L10, WITHERS CLAY ADDITION
TX2930207-000	MC MINERAL COMPANY LLC	CHESAPEAKE ROYALTY, L.L.C.	11/16/2009	12/31/2078	D209302049	LOT 8, BLK 36, POLYTECHNIC HEIGHTS ADDITION
TX0121180-000	MICHAEL O ADKINS SR	DALE PROPERTY SERVICES, LLC	5/7/2008	5/7/2013	D208184450	BLOCK 70, LOT 7 LESS ROW, HIGHLAND TO GLENWOOD ADDITION
TX0099589-000	MIGUEL & LETICIA GARCIA	DALE PROPERTY SERVICES, LLC	7/2/2007	7/2/2012	D207416316	B33 L18, POLYTECHNIC HEIGHTS ADDITION
TX0048656-000	MIGUEL ESPINOSA	PALOMA BARNETT, LLC	12/18/2007	12/18/2012	D208092243	L13, B36, POLYTECHNIC HEIGHTS
TX0139255-000	NANCY TURNBULL JENKINS	DALE PROPERTY SERVICES, LLC	4/28/2009	4/28/2014	D209160700	B10 L15, SEIBOLD ADDITION
TX0138689-000	NETTIE COOPER CASSIDY	DALE PROPERTY SERVICES, LLC	5/6/2009	5/6/2014	D209125301	B1 L1-4, CLAY WITHER ADDITION
TX0130861-000	NEW MT. CARMEL MISSIONARY	DALE PROPERTY SERVICES, LLC	7/21/2008	7/21/2013	D208299392	B33 L5-12, POLYTECHNIC HEIGHTS ADDITION
TX0130861-000	NEW MT. CARMEL MISSIONARY	DALE PROPERTY SERVICES, LLC	7/21/2008	7/21/2013	D208299392	B1 L5 6, CLAY WITHERS ADDITION
TX0074432-000	OLLIN COLLINS	DALE RESOURCES, LLC	12/15/2006	12/15/2011	D207207088	LOT 13, BLOCK, 33, POLYTECHNIC HEIGHTS ADDITION
TX0100578-000	OMNIAMERICAN BANK	DALE PROPERTY SERVICES, LLC	11/16/2007	11/16/2010	D207426531	B5 L1-6 & 11-16, CLAY WITHERS ADDITION
TX0044948-000	PASCHAL & FRANCISCA SALGADO	PALOMA BARNETT, LLC	10/27/2007	10/27/2012	D208031890	LOTS 1, 2, 3 & 4, BLOCK 2, CLAY WITHERS ADDITION
TX0125537-000	PEDRO BORJA	DALE PROPERTY SERVICES, LLC	6/1/2008	6/1/2013	D208232800	B36 L19, POLYTECHNIC HEIGHTS ADDITION
TX0110116-000	PEDRO GUZMAN	DALE PROPERTY SERVICES, LLC	12/18/2007	12/18/2012	D208066157	A1590 T44 A418 T4C, JOHN VANRIPER SURVEY
TX0110141-000	PEDRO GUZMAN	DALE PROPERTY SERVICES, LLC	2/21/2008	2/21/2013	D208066163	A1590 T43A, JOHN VAN RIPER SURVEY
TX0480645-000	PRESIADO ROSARIO GONZALEZ	PALOMA BARNETT, LLC	2/29/2008	2/28/2013	D208187248	LOT 12, BLOCK 36, POLYTECHNIC HEIGHTS ADDITION
TX0047730-000	RACHEL MENDEZ	PALOMA BARNETT, LLC	12/28/2007	12/28/2012	D208066036	LOT 8, BLOCK 6, CLAY WITHERS ADDITION
TX0141663-000	RAY ANTHONY GEE	DALE PROPERTY SERVICES, LLC	10/5/2009	10/5/2014	D209315581	B1 LG, STRIPLING PLACE ADDITION
TX0139619-000	RICARDO & ROSA MARIA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	6/30/2009	6/30/2014	D209188328	B3, L24 OF THE POLYTECHNIC HEIGHTS ADDITION
TX0046700-000	RICHARD SOTO	PALOMA BARNETT, LLC	12/1/2007	12/1/2012	D208032307	LOTS 2 & 3, BLOCK 6, CLAY WITHERS
TX0048733-000	RICHMOND WEBB	PALOMA BARNETT, LLC	2/25/2008	2/25/2013	D208094508	LOTS 23 & 24, BLOCK 61, POLYTECHNIC HEIGHTS
TX0015904-000	ROBERT & HELEN DIGGS	WESTERN PRODUCTION COMPANY	6/20/2007	6/20/2010	D207217891	LOT 14, BLOCK 10, SIEBOLD ADDITION
TX0086227-000	ROBERT & HELEN DIGGS	DALE PROPERTY SERVICES, LLC	8/22/2007	8/22/2012	D207307170	LOT 14, BLOCK 10, SIEBOLD ADDITION
TX0080487-000	ROBERT J HARRIS	DALE PROPERTY SERVICES, LLC	7/12/2007	7/12/2012	D207270954	B61 L1 2, POLYTECHNIC HEIGHTS ADDITION
TX0142265-000	ROBERT M LAY & TED M WILLIAMS	DALE PROPERTY SERVICES, LLC	1/14/2010	1/14/2013	D210017247	LOT 8, BLK 10 SEIBOLD ADDITION
TX0048995-000	ROBERT W & HELEN LITTLE	PALOMA BARNETT, LLC	12/27/2007	12/27/2012	D208102139	L3-5, B62, POLYTECHNIC HEIGHTS ADDITION
TX0105147-000	ROSALYN & TONY A ROBERSON	DALE PROPERTY SERVICES, LLC	12/26/2007	12/26/2012	D208008733	B3 L14 15 & S. 10', CLAY WITHERS ADDITION
TX0139482-000	ROSALYN ROBERSON	DALE PROPERTY SERVICES, LLC	6/22/2009	6/22/2012	D209174413	B35 L15, POLYTECHNIC HEIGHTS ADDITION
TX0139483-000	ROSALYN ROBERSON	DALE PROPERTY SERVICES, LLC	6/22/2009	6/22/2012	D209174414	B35 L16, POLYTECHNIC HEIGHTS ADDITION
TX0126507-000	ROSEMARY, SILVA	DALE PROPERTY SERVICES, LLC	6/10/2008	6/10/2013	D208246425	B36 L20R, POLYTECHNIC HEIGHTS ADDITION
TX0125101-000	ROSIA H ADAMS	DALE PROPERTY SERVICES, LLC	6/4/2008	6/4/2013	D208228498	B36 L14, POLYTECHNIC HEIGHTS ADDITION
TX0047720-000	ROSIA H ADAMS	PALOMA BARNETT, LLC	12/31/2007	12/31/2012	D208066026	B36 L14, POLYTECHNIC HEIGHTS ADDITION
TX0110595-000	ROY & AMELIA BENAVIDES	DALE PROPERTY SERVICES, LLC	2/8/2008	2/8/2013	D208071296	B1 LA, STRIPLING PLACE ADDITION
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	7/17/2010	D207291698	B33, L19 POLITECHNIC HEIGHTS ADDITION
TX0112522-000	SAUL & ISABEL GUERECA	DALE PROPERTY SERVICES, LLC	3/11/2008	3/11/2013	D208090978	B3 L3, STRIPLING PLACE ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0129293-000	SEVERO DUQUE & VERONICA HERNANDEZ	DALE PROPERTY SERVICES, LLC	6/27/2008	6/27/2013	D208283185	B3 L2, STRIPLING PLACE ADDITION
TX0111788-000	SHIRLEY ANN SIMON	DALE PROPERTY SERVICES, LLC	2/29/2008	2/28/2013	D208080690	B2 L2, STRIPLING PLACE ADDITION
TX0047587-000	SOCORRO GAVIRIO	PALOMA BARNETT, LLC	12/2/2007	12/2/2012	D208065711	LOT 3, BLOCK 61, POLYTECHNIC HEIGHTS ADDITION
TX0109464-000	SUE W BEASLEY	DALE PROPERTY SERVICES, LLC	2/4/2008	2/4/2013	D208054537	B6 L2, CLAY WITHERS ADDITION
TX0109468-000	SUE W BEASLEY	DALE PROPERTY SERVICES, LLC	2/4/2008	2/4/2013	D208054536	B6 L3, CLAY WITHERS ADDITION
TX0132576-000	TAMMIE DOUGLAS	DALE PROPERTY SERVICES, LLC	8/15/2008	8/15/2013	D208332961	B62 L2 1, POLYTECHNIC HEIGHTS ADDITION
TX4572253-000	TARRANT COUNTY HOSPITAL	FOUR SEVENS RESOURCES CO	8/28/2007	8/28/2009	D207307608	L1 B63-A, POLYTECHNIC HEIGHTS ADDITION
TX0461637-000	TARRANT COUNTY HOSPITAL DISTRI	CHESAPEAKE EXPLORATION, L.L.C.	12/1/2009	12/1/2012		
TX0078920-000	TERESA JEAN JONES	DALE PROPERTY SERVICES, LLC	7/7/2007	7/7/2012	D207255533	A418, JOHN DAVIS SURVEY
TX0124227-000	THE RAMON ROMERO CORPORATION, INC	DALE PROPERTY SERVICES, LLC	5/21/2008	5/21/2013	D208211881	BA LAR, SEIBOLD ADDITION
TX0110129-000	VIRGINIA JOAN SHULL	DALE PROPERTY SERVICES, LLC	2/12/2008	2/12/2013	D208066160	B2 L11, STRIPLING PLACE ADDITION
TX0136872-000	WILMOT & TERESA CAMPBELL JR	DALE PROPERTY SERVICES, LLC	1/24/2009	1/24/2014	D209028439	B61 L13 14, POLYTECHNIC HEIGHTS ADDITION
TX0104955-000	Y LETICIA SANCHEZ VIGIL	DALE PROPERTY SERVICES, LLC	12/13/2007	12/13/2012	D208001820	BB L5B 6, SPEER OCIE ADDITION
TX0104952-000	Y LETICIA SANCHEZ VIGIL	DALE PROPERTY SERVICES, LLC	12/13/2007	12/13/2012	D208001819	BB L7 8A, SPEER OCIE ADDITION
TX0104445-000	Y LETICIA VIGIL	DALE PROPERTY SERVICES, LLC	12/12/2007	12/12/2012	D207454750	BB L4, OCIE SPEER ADDITION

END OF EXHIBIT "A"

EXHIBIT "B"
FIELD NOTE DESCRIPTION FOR
THE MADDOX BADGER
243.3036 UNIT

243.3036 acre MADDOX BADGER UNIT, situated in the J. DAVIS SURVEY, Abst. No. 418, J.W. HAYNES SURVEY, Abst. No. 778, J. RINGER SURVEY, Abst. No. 1286 and the J. VANRIPER SURVEY, Abst. No. 1286, Tarrant County, Texas, said Unit being more particularly described as follows:

Beginning at a 1/2" iron rod found in the east line of Martin Luther King, Jr. Freeway (U.S. Highway No. 287), at the northwest corner of SEIBOLD ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Plat Cabinet A, Slide 8243, Plat Records, Tarrant County, Texas, said point having a HPGN/HARN NAD 83 coordinate value of X=2338112.255, Y=6951509.300;

THENCE along the east line of said U.S. Highway No. 287, as follows:

S 89°38'01" W, a distance of 6.11 feet to a point;
N 00°26'28" W, a distance of 415.38 feet to a point;
N 20°38'00" W, a distance of 230.77 feet to a point;
N 04°35'00" W, a distance of 60.14 feet to a point;
N 11°45'03" W, a distance of 15.30 feet to a point;
N 04°11'28" W, a distance of 125.27 feet to a point;
N 05°55'58" W, a distance of 50.23 feet to a point';
N 04°38'07" W, a distance of 150.40 feet to a point;
N 03°37'41" W, a distance of 18.03 feet to a point;
N 04°43'56" W, a distance of 180.45 feet to a point;
N 42°15'04" E, a distance of 27.29 feet to a point;
N 00°26'28" W, a distance of 40.00 feet to a point in the approximate center of Vickery Boulevard at the northwest corner of the herein described Unit having an HPGN/HARN NAD 83 coordinate value of X=2337989.215, Y= 6952798.351;

THENCE along the approximate center of said Vickery Boulevard as follows:

N 89°33'32" E a distance of 107.05 feet to a point;
N 89°41'47" E a distance of 124.83 feet to a point;
N 89°03'56" E a distance of 2939.91 feet to a point at the northeast corner of the herein described Unit having a HPGN/HARN NAD 83 coordinate value of X= 2341160.602, Y= 6952847.777;

THENCE S 00°31'26" E a distance of 725.41feet to a point;

THENCE S 01°13'19" E a distance of 127.67 feet to a point;

THENCE S 56°33'09" E a distance of 72.93feet to a point ;

THENCE S 89°48'12" E a distance of 166.83 feet to a point;

THENCE S 00°43'39" E a distance of 1018.04 feet to a point;

THENCE S 89°16'21" W a distance of 67.36 feet to a point;

THENCE S 00°33'46" E a distance of 1309.38 feet to a point in the approximate center of Avenue J, at the southeast corner of the herein described Unit, having a HPGN/HARN NAD 83 coordinate value of X= 2341356.074, Y= 6949625.866;

THENCE along the approximate center of said Avenue J and Maddox Avenue as follows:

S 89°56'01" W a distance of 441.31 feet to a point;
S 87°20'19" W a distance of 251.61 feet to a point;
S 81°24'30" W a distance of 243.76 feet to a point;
S 77°15'21" W a distance of 639.26 feet to a point;
N 89°36'01" W a distance of 1517.64 feet to a point in the east line of said U.S. Highway No. 287, at the southwest corner of the herein described Unit, having a HPGN/HARN NAD 83 coordinate value of X= 2338281.286, Y= 6949446.824;

THENCE along the east line of said U.S. Highway No. 287 as follows:

N 35°09'16" W a distance of 34.92 feet to a point;
N 13°43'27" W a distance of 102.57 feet to a point;
N 08°13'27" W a distance of 141.32 feet to a point;

N 04°50'27" W a distance of 100.42 feet to a point;
N 00°50'27" W a distance of 51.01 feet to a point;
N 03°56'58" E a distance of 80.19 feet to a point;
N 04°46'17" W a distance of 231.07 feet to a point;
N 01°40'10" W a distance of 99.27 feet to a point;
N 02°08'33" E a distance of 179.14 feet to a point;
N 09°08'36" W a distance of 95.35 feet to a point;
N 04°25'27" W a distance of 99.69 feet to a point ;
N 23°42'27" W a distance of 105.95 feet to a point;
N 02°01'37" W a distance of 52.95 feet to a point ;
N 03°55'00" W a distance of 196.77 feet to a point;
N 45°02'21" E a distance of 64.58 feet to a point;
N 11°45'03" W a distance of 82.07 feet to a point ;
N 04°55'08" W a distance of 390.53 feet to the POINT OF BEGINNING and containing 243.303 acres of land.

NOTE:

BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 HPGN/HARN AND NAD 27 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON NGS MONUMENT BURLESON 2 (NAD 83 HPGN/HARN X=2332563.08, Y=6893138.04)

END OF EXHIBIT "B"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

11.

File No. MF 110898

Declaration of Pooled unit

Date Filed: 2-2-15

George P. Bush, Commissioner

By

Electronically Recorded
Official Public Records
Mary Louise Garcia

Tarrant County Texas
9/19/2013 11:29 AM D213247366
PGS 5 $32.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
7/17/2013 10:43 AM **D213185303**
PGS 4 $28.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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BY SIMPLIFILE

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

CORRECTED
DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc. L0659104

Reference is made to that certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as Document Number D210247088, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit, recorded December 6, 2012, as Document Number D212298361, Official Public Records of Tarrant County, Texas. Said Declaration and Amendment are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox-Badger Unit is to include a lease which was previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but was inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit – Maddox-Badger Unit, is hereby corrected to include the following lease:

LEASE NUMBER:	TX0141604-000
LESSOR:	TARRANT REGIONAL WATER DISTRICT
LESSEE:	DALE PROPERTY SERVICES, LLC
LEASE DATE:	11/19/2009
RECORDING:	D209309689

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 6th day of October, 2010.

AEP Doc # 116
UNIT 715-0251

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Clifford J. Merritt,
Vice President – Land, Southern Division

Larchmont Resources, L.L.C
An Oklahoma limited liability company

Robert W. Kelly II, Attorney-in-Fact

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 21 day of May, 2013, by Clifford J. Merritt – Vice President – Land, Southern Division of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELYANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 25th day of June, 2013, by Robert W. Kelly II, Attorney-in-Fact of **Larchmont Resources, L.L.C.,** an Oklahoma limited liability company.

NOTARY SEAL PUBLIC FARA F. METTLER Notary Public State of Oklahoma Commission # 06010765 Expires 11/03/14

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 23 day of August, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Notary Public of the State of Texas

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

12.

File No. MF 110848

corrected Declaration ~~County~~

Date Filed: 2-2-15

George P. Bush, Commissioner

By JK

D215004485 1/8/2015 3:44 PM PGS 4 Fee: $28.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

L0676633

CORRECTED DECLARATION OF POOLED UNIT MADDOX-BADGER UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as Document Number D210247088, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit, recorded December 6, 2012, as Document Number D212298361, Official Public Records of Tarrant County, Texas. Said Declaration and Amendment are incorporated herein for all purposes.

RECITALS

WHEREAS, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox-Badger Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the Leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit – Maddox-Badger Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the 6th day of December, 2012.

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

By: _____
James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager

LARCHMONT RESOURCES, L.L.C.,
an Oklahoma limited liability company

By: _____
Robert W. Kelly II, Attorney-in-Fact

TOTAL E&P USA, INC.,
a Delaware corporation

By: _____
Pierre Germain, Vice President
Business Development and Strategy

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 30 day of September, 2014, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.

_____
Notary Public of the State of Oklahoma

NOTARY SEAL PUBLIC
WHITNEY EVERHEART
Notary Public
State of Oklahoma
Commission # 05007336 Expires 08/10/17

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 29th day of October, 2014, by Robert W. Kelly II, Attorney-in-Fact of **Larchmont Resources, L.L.C.,** an Oklahoma limited liability company, as the act and deed and on behalf of such limited liability company.

DEANNE M. MOORE NOTARY #10006318 EXP. 10/05/18 PUBLIC STATE OF OKLAHOMA

Deanne M Moore
Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this, 16 day of December, 2014, by Pierre Germain as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.,** a Delaware corporation, as the act and deed and on behalf of such corporation.

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Maddox-Badger Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Maddox-Badger Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the First Amendment to the Declaration of Pooled Unit for the Maddox-Badger Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
42-043651-000	JAMES M CUSHMAN	CHESAPEAKE EXPLORATION, LLC	12/6/2011	D211303632
42-044620-000	ANTHONY DALE MICHAEL	CHESAPEAKE EXPLORATION, LLC	12/21/2011	D212001712
42-044621-000	VICKY MCMICHAEL	CHESAPEAKE EXPLORATION, LLC	12/21/2011	D212001710
42-046330-000	BRENDA TEBO	CHESAPEAKE EXPLORATION, LLC	1/6/2012	D212017491

END OF EXHIBIT "A"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

13.

File No. MF110898

corrected declaration ~~County~~

Date Filed: 2-2-15

George P. Bush, Commissioner

By ____ OK

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
5/16/2013 4:14 PM **D213125018**
PGS 5 $32.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
4/3/2013 11:53 AM D213083492
PGS 4 $28.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc. L0652535

Reference is made to that certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as Document Number D210247088, Official Public Records of Tarrant County, Texas. Reference is made to that certain First Amendment to Declaration of Pooled Unit for the Maddox-Badger Unit, recorded December 6, 2012, as Document Number D212298361, Official Public Records of Tarrant County, Texas. Said Declaration & Amendment is incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox-Badger Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit – Maddox-Badger Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 6th day of December, 2012.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Larchmont Resources, L.L.C
An Oklahoma limited liability company

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien ~~Colmet Daage~~, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 21 day of March, 2013, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17 day of April, 2013, by Scott R. Mueller, Chief Financial Officer of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 9 day of May, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Notary Public in and for the State of Texas

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Maddox-Badger Unit effective as of recording date of the First Amendment to Declaration of Pooled Unit.

The original Maddox-Badger Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the First Amendment to Declaration of Pooled Unit for the Maddox-Badger Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
42-050667-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	4/3/2012	D212112606
42-050669-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	4/3/2012	D212112605

END OF EXHIBIT "A"

14.

File No. MF 110898

Corrected Declaration

Date Filed: 2-2-15

George P. Bush, Commissioner

By

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
12/6/2012 10:22 AM D212298361
PGS 7 $40.00
Submitter: SIMPLIFILE

FIRST AMENDMENT TO DECLARATION OF POOLED UNIT MADDOX-BADGER UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

L0646206 Electronically Recorded
Chesapeake Operating, Inc.

Reference is made to that certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as Document Number D210247088, Official Public Records of Tarrant County, Texas. Said Declaration is incorporated herein for all purposes.

Whereas, the purpose and intent of this First Amendment to the Declaration of Pooled Unit – Maddox-Badger Unit is to amend the Exhibit "B" to change the metes and bounds description and the size of the Maddox-Badger Unit and to include additional leases.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

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

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

The Declaration of Pooled Unit – Maddox-Badger Unit is hereby amended to increase the unit size and amend the Exhibit "B" to change the metes and bounds description from 243.3036 acres to 244.031 acres and to include additional leases.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more person owning an interest in the Unit to execute this instrument or a counter part or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by a party who is not named below without the consent of parties hereto.

Except as amended hereby, said Declaration and all amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as the recording date of this document.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Larchmont Resources, L.L.C
An Oklahoma limited liability company

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 19th day of November, 2012, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2012, by Scott R. Mueller, Chief Financial Officer of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this _____ day of _____, 2012, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that First Amendment to Declaration of Pooled Unit for the Maddox-Badger Unit dated effective as of the recording date of the document.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0148376-000	MARIA E. MARTINEZ	CHESAPEAKE EXPLORATION, LLC	10/14/2010	D210260243
TX0148761-000	LOUIS ENGLER ENERGY, LP	CHESAPEAKE EXPLORATION, LLC	11/3/2010	D210278445
TX0149089-000	DARRYL D. ABDNOR	CHESAPEAKE EXPLORATION, LLC	11/5/2010	D210289931
TX0149043-000	SAMUEL MUNOZ	CHESAPEAKE EXPLORATION, LLC	11/11/2010	D210288620
TX0149029-000	NPOT PARTNERS I, L.P.	CHESAPEAKE EXPLORATION, LLC	11/15/2010	D210285666
TX0149352-000	MARIO DIAZ	CHESAPEAKE EXPLORATION, LLC	11/23/2010	D210302591
TX0149353-000	TIMOTHY L. FOX	CHESAPEAKE EXPLORATION, LLC	12/1/2010	D210302592
TX0149888-000	LONDON FUNDING, LLC	CHESAPEAKE EXPLORATION, LLC	12/30/2010	D211006016
TX0150428-000	BOBBY JOE DAVIS	CHESAPEAKE EXPLORATION, LLC	1/21/2011	D211024639
TX0150672-000	DAVID ANTHONY, INC.	CHESAPEAKE EXPLORATION, LLC	2/3/2011	D211039614
TX0151866-000	ANN GIPSON	CHESAPEAKE EXPLORATION, LLC	3/22/2011	D211071087
TX0152178-000	HOME SOLUTIONS PARTNERS IV REO, LLC	CHESAPEAKE EXPLORATION, LLC	4/6/2011	D211090536
TX0152632-000	BERT WILLIAMS	CHESAPEAKE EXPLORATION, LLC	4/21/2011	D211104153
TX0152631-000	BERT WILLIAMS	CHESAPEAKE EXPLORATION, LLC	4/21/2011	D211104152
42-044221-000	VELINDA D. TIMS	CHESAPEAKE EXPLORATION, LLC	12/16/2011	D211307347
42-044932-000	JOE EDWARD TIMS	CHESAPEAKE EXPLORATION, LLC	12/22/2011	D212003528
42-045104-000	SHERRI TIMS SPELMON	CHESAPEAKE EXPLORATION, LLC	12/28/2011	D212006669
42-047774-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	1/17/2012	D212036826
42-046454-000	SANDRA FABIOLA GALVAN	CHESAPEAKE EXPLORATION, LLC	1/17/2012	D212016798

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that First Amendment to Declaration of Pooled Unit, the Maddox-Badger Unit, to be effective for all purposes as the recording date of this document.

Maddox-Badger Unit:

Being 244.031 acres of land located in the J. Davis Survey, Abstract No. 418, the J.W. Haynes Survey, Abstract No. 778, the J. Ringer Survey, Abstract No. 1286 and the J. Vanriper Survey, Abstract No. 1590, Tarrant County, Texas. Said 244.031 acres of land being more particularly described as follows:

BEGINNING at a point lying in the east line of U.S. Highway No. 287, said point lying in Maddox Avenue, from which a 3/4" iron rod found at the northeast corner of Lot 44, Block 6, Graham Park, an addition to the City of Fort Worth, Tarrant County, Texas recorded in Volume 309, Page 23, Plat Records, Tarrant County, Texas bears S76°41'36"E 161.02 feet, said point being the southwest corner of Chesapeake Operating, Inc., Maddox-Badger Unit;

THENCE along said U.S. Highway No. 287 east line as follows:

1. N00°43'43"E, a distance of 37.95 feet to a point lying in the south line of Lot 16, Block 1, Meadow Addition, to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 974, Page 116, Plat Records, Tarrant County, Texas;

2. N13°20'16"W, a distance of 103.13 feet to a point lying in the north line of said Lot 16;

3. N07°50'16"W, a distance of 141.62 feet to a point lying in the north line of Lot 11, of said Block 1;

4. N04°27'16"W, a distance of 100.42 feet to a point lying in the south line of Lot 8, of said Block 1;

5. N00°27'16"W, a distance of 49.13 feet to a point lying in the north line of said Lot 8, said point being the most northerly southeast corner of a tract of land described in the deed to the State of Texas, recorded in Volume 3515, Page 277, Deed Records, Tarrant County, Texas;

6. N04°29'54"E, a distance of 81.16 feet to a point;

7. N04°02'06"W, a distance of 231.15 feet to a point at the northeast corner of said State of Texas tract, said point lying in the south line of Rea Street;

8. N02°54'13"E, a distance of 98.73 feet to a point lying in the north line of said Rea Street, said point being the most northerly southwest corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 4171, Page 150, Deed Records, Tarrant County, Texas;

9. N00°41'56"E, along the west line of said City of Fort Worth tract, a distance of 179.57 feet to a point lying in the south line of East Morphy Street, said point being the most southerly northwest corner of said City of Fort Worth tract;

10. N09°33'25"E, a distance of 96.00 feet to a point at the southeast corner of a tract of land described in the deed to the State of Texas, recorded in Volume 3479, Page 642, Deed Records, Tarrant County, Texas;

11. N03°52'00"W, a distance of 99.69 feet to a point;

12. N23°09'00"W, a distance of 105.95 feet to a point;

13. N03°48'14"W, a distance of 246.41 feet to a point;

14. N47°46'00"E, a distance of 62.24 feet to a point lying in the south line of East Rosedale Street;

15. N09°07'52"W, crossing said East Rosedale Street, a distance of 84.09 feet to a bolt with a 1" head found at the southwest corner of Lot 1R, Block A, Seibold Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 8243, Plat Records, Tarrant County, Texas, said point lying in the north line of said East Rosedale Street;

16. N04°27'05"W, a distance of 390.53 feet to a 3/4" iron rod found at the northwest corner of said Lot 1R, said iron rod lying in the south line of Lot 24, Block 10, Seibold Addition, an addition to the City of Fort Worth, Tarrant County, Texas recorded in Volume 309, Page 42, Plat Records, Tarrant County, Texas;

17. N89°51'45"W, along said south line, a distance of 9.03 feet to a point at the southwest corner of said Lot 24;

18. N00°12'00"E, along the west line of said Block 10, a distance of 414.18 feet to a point at the southeast corner of Lot 10, Block 71, The Highlands to Glenwood, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 106, Page 100, Plat Records, Tarrant County, Texas;

19. N19°44'31"W, a distance of 234.04 feet to a 5/8" iron rod found in the south line of Lot 5, of said Block 71;

20. N03°47'00"W, a distance of 60.14 feet to 5/8" iron rod found in the north line of said Lot 5, said point lying in the south line of an alley located in said Block 71;

21. N11°05'20"W, a distance of 15.30 feet to an 1/2" iron rod found lying in the north line of said alley, said iron rod lying in the south line of Lot 3, of said Block 71;

22. N03°55'12"W, a distance of 125.32 feet to a point lying in the north line of said Lot 3, said point lying in the south line of Avenue B;

23. N04°22'35"W, crossing said Avenue B, a distance of 50.16 feet to a point lying in the north line of said Avenue B, said point being the southeast corner of Lot 7, Block 70, of said Highlands to Glenwood;

24. N03°40'00"W, a distance of 150.34 feet to a 3/4" iron rod found in the north line of said Lot 7, said iron rod lying in the south line of an alley located in said Block 70;

25. N10°30'00"W, a distance of 16.29 feet to an 1/2" iron pipe found in the north line of said alley, said point lying in the south line of Lot 4, of said Block 70;

26. N03°46'00"W, a distance of 180.47 feet to a point;

27. N43°13'00"E, a distance of 27.29 feet to a point lying in the north line of said Lot 4, said point lying in the south line of Vickery Boulevard;

THENCE N00°13'47"W, a distance of 35.93 feet to a point lying in the apparent centerline of Vickery Boulevard, said point being the northwest corner of said Maddox-Badger Unit;

THENCE along said Vickery Boulevard centerline as follows:

1. N89°46'13"E, a distance of 1,602.01 feet to a point;

2. N00°13'47"W, a distance of 5.53 feet to a point, said point being the most northerly southwest corner of Chesapeake Operating, Inc., Barney Robinson Unit;

3. N89°46'59"E, a distance of 1,571.38 feet to a point, said point being the northeast corner of said Maddox-Badger Unit;

THENCE S00°06'30"E, at 38.02 feet passing a point at the northeast corner of Polytechnic High School Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 9617, Plat Records, Tarrant County, Texas a distance of 850.82 feet to an 1/2" iron rod stamped "Landes" found;

THENCE S55°50'55"E, along the east line of said Polytechnic High School tract, a distance of 67.68 feet to a point;

THENCE S89°11'30"E, along a north line of said Polytechnic High School tract, at 145.05 feet passing an "X" found, in all a distance of 169.13 feet to a point lying in the apparent centerline of Conner Avenue;

THENCE S00°11'47"E,along said Conner Avenue centerline, a distance of 1,021.69 feet to a point lying in the apparent centerline intersection of said East Rosedale Street and Conner Avenue, said point being the most southerly southwest corner said Barney Robinson Unit;

THENCE S89°57'22"W, along said East Rosedale Street centerline, a distance of 65.90 feet to a point lying in the apparent centerline intersection of said Conner Avenue and East Rosedale Street, said point being the northwest corner of Chesapeake Operating, Inc., Sublett Unit;

THENCE S00°00'50"W, along said Conner Avenue centerline, at 1300.49 feet passing a point at the southwest corner of said Sublett Unit, in all a distance of 1,309.38 feet to a point lying in the north line of Chesapeake Operating, Inc., Maddox Unit, said point being the southeast corner of said Maddox-Badger Unit and said point lying in Avenue J.;

THENCE along the north line of said Maddox Unit as follows:

1. N89°29'23"W, a distance of 441.31 feet to a point;

2. S87°54'55"W, a distance of 251.61 feet to a point;

3. S81°59'06"W, a distance of 243.76 feet to a point;

4. S77°49'57"W, a distance of 639.26 feet to a point;

5. N89°01'25"W, a distance of 1,504.39 feet to a point;

THENCE S87°20'46"W, a distance of 62.54 feet to the point of beginning, containing 244.031 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

END OF EXHIBIT "B"

/s.

·ile No. MF 110848

First Amendment County
to Declaration

Date Filed: 2-2-15

George P. Bush, Commissioner

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA148559

Unit Number 7236
Operator Name Chesapeake Operating Inc
Customer ID C000025243
Unit Name Maddox
County 1 Tarrant
County 2
County 3
County 4
Unit type Permanent
State Net Revenue Interest 0.00448767
State Part in Unit 0.01795068
Unit Depth Allow All Depths
From Depth
To Depth

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

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

Effective Date 12/08/2010
Unitized For Oil And Gas
Unit Term
Old Unit Number *Inactive Status Date*

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	Lease Royalty	Tract Royalty Participation	Royalty Rate Reduction Clause
MF114622	1	1.197000	302.607000	0.00395563	0.25000000	0.00098891	No
MF110848	2	4.235000	302.607000	0.01399505	0.25000000	0.00349876	No

API Number
4243934544

Remarks: HROW Unit

Prepared By: [signature] *Prepared Date:* 11/19/14
GLO Base Updated By: [signature] *GLO Base Date:* 11/19/14
RAM Approval By: [signature] *RAM Approval Date:* 11.19.14
GIS By: *GIS Date:*
Well Inventory By: [signature] *WI Date:* 11/19/14

Pooling Committee Report

To:	School Land Board	UPA148559
Date of Board Meeting:		Unit Number: 7236
Effective Date:	12/08/2010	
Unit Expiration Date:		
Applicant:	Chesapeake Exploration, LLC	
Attorney Rep:		
Operator:	CHESAPEAKE OPERATING INC, OKLAHOMA CITY, Oklahoma City, Oklahoma City	
Unit Name:	Maddox	
Field Name:	NEWARK, EAST (BARNETT SHALE)	
County:	Tarrant	

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
	MF110848	0.25000000	05/04/2011	1 years	10.471000	4.235000	0.00349876
	MF114622	0.25000000	11/06/2013	1 years	1.197000	1.197000	0.00098891

Private Acres:	297.175000
State Acres:	5.432000
Total Unit Acres:	302.607000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	1.80%
State Net Revenue Interest:	0.45%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	

7236

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

OPERATOR INFORMATION

Contact Name Jerad Rhodes Phone (405) 935-1369

Name of Pooled Unit Maddox 1H

Operator of Pooled Unit Chesapeake Exploration, L. L. C. County Tarrant

Effective Date of Unit Declaration: 12/8/2010

HROW LEASE(S) IN UNIT

HRWO State Lease No.	Lease Date	Term	HROW Royalty	Total Acreage in HROW Lease	HROW Lease Acreage in Unit
MF 114622	11/6/2012	1 year	1/4	1.197	1.197
MF 110848	5/4/2010	1 year	1/4	10.471	4.235

Total Acreage In Pooled Unit 302.607 Ac.

State's Royalty Revenue Interest in Unit: 0.004487 Total HRWO Acreage In Unit 5.432 Ac.

Total Private Acreage In Unit (Total Acreage – Total HROW Acreage) 297.175 Ac.

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

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

Pooled Interval: All Depths ☑ Top Depth_____ Base Depth_____

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

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

UNIT WELL(S)

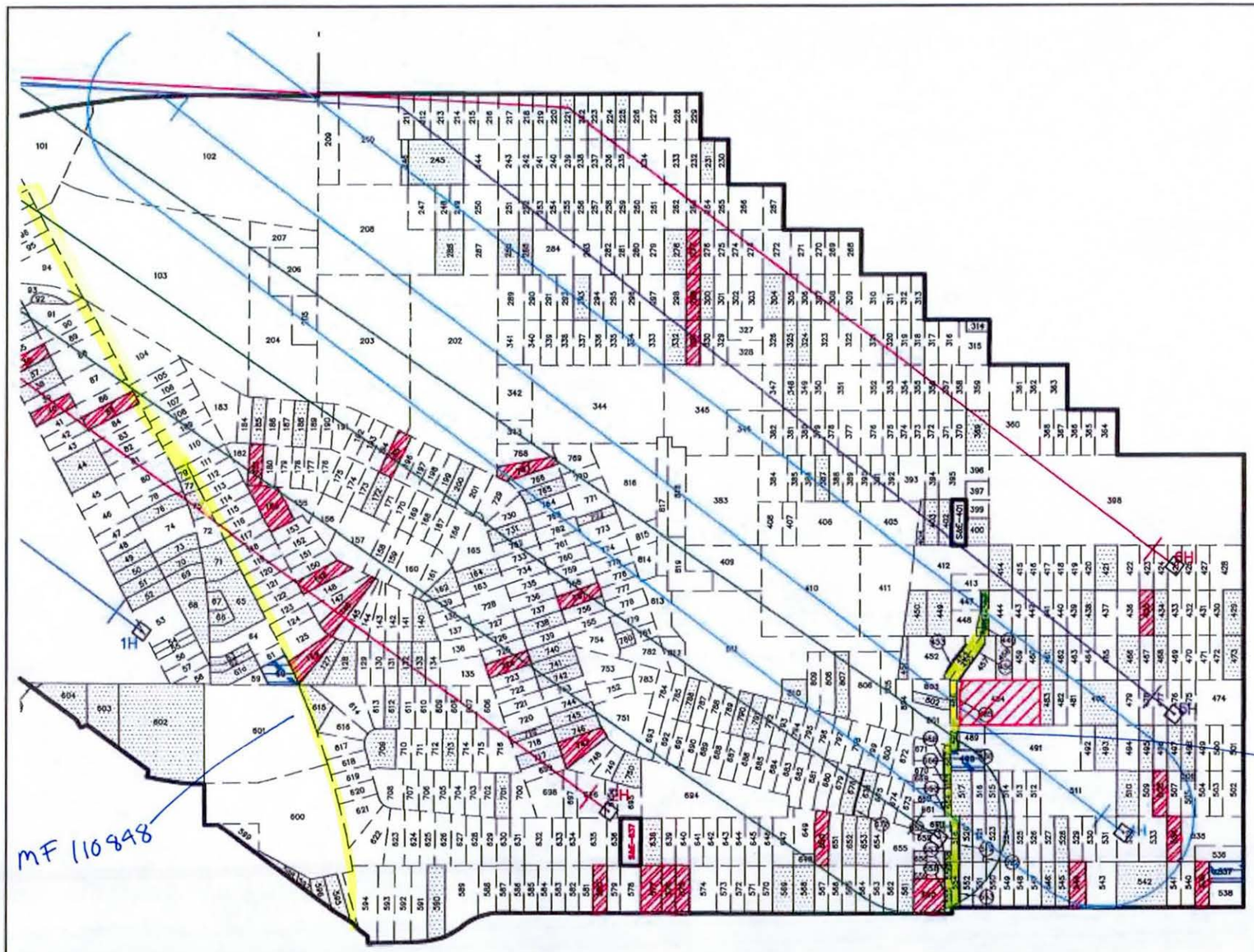
API # 42-439-34544 RRC ID# 684631

API # _____ RRC ID# _____

API # _____ RRC ID# _____

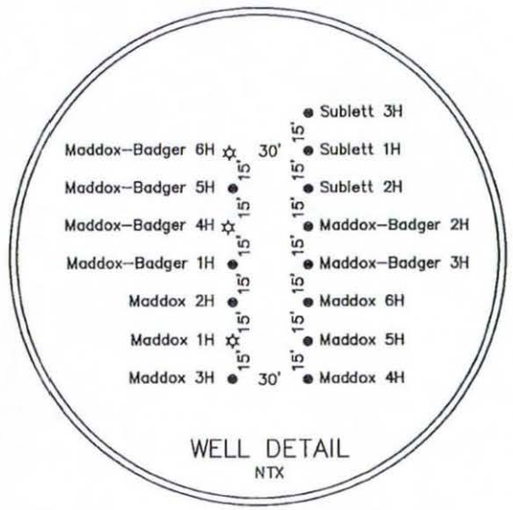
API # _____ RRC ID# _____

Unit 7236



REGISTERED PROFESSIONAL SURVEYORS
HERBERT S. EASLEY
LAND SURVEYORS L.P.
• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
P. O. BOX 8873
FORT WORTH, TEXAS 76124
METRO 817-429-0194
FAX 817-446-5488

N



WELL DETAIL
NTX

Page 3 of 3

Basis of Bearings: NAD27 Texas North Central Zone.
Grid Scale Factor: 0.99986708139

500 0 250 500 1000
1 inch = 500 ft.

- Unleased Tract
- Vantage Fort Worth Energy
- Glencrest Res. lease
- Quicksilver Resources

Exhibit C

CHESAPEAKE OPERATING, INC.
302.607 Acre Maddox
Fort Worth, Tarrant County, Texas.

REGISTERED PROFESSIONAL SURVEYORS

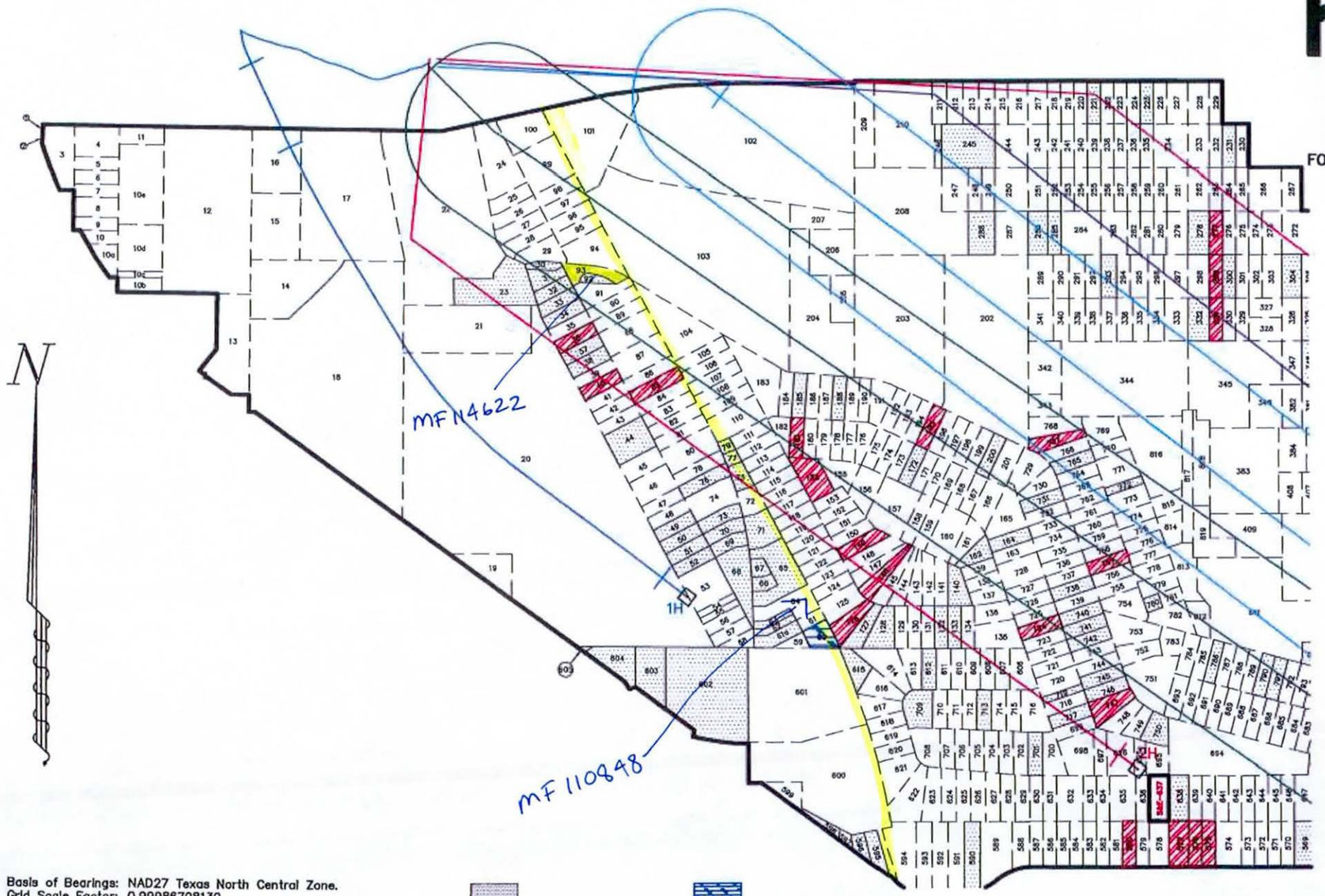
HERBERT S. EASLEY

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817-429-0194
FAX 817-446-5488



Basis of Bearings: NAD27 Texas North Central Zone.
Grid Scale Factor: 0.99986708139

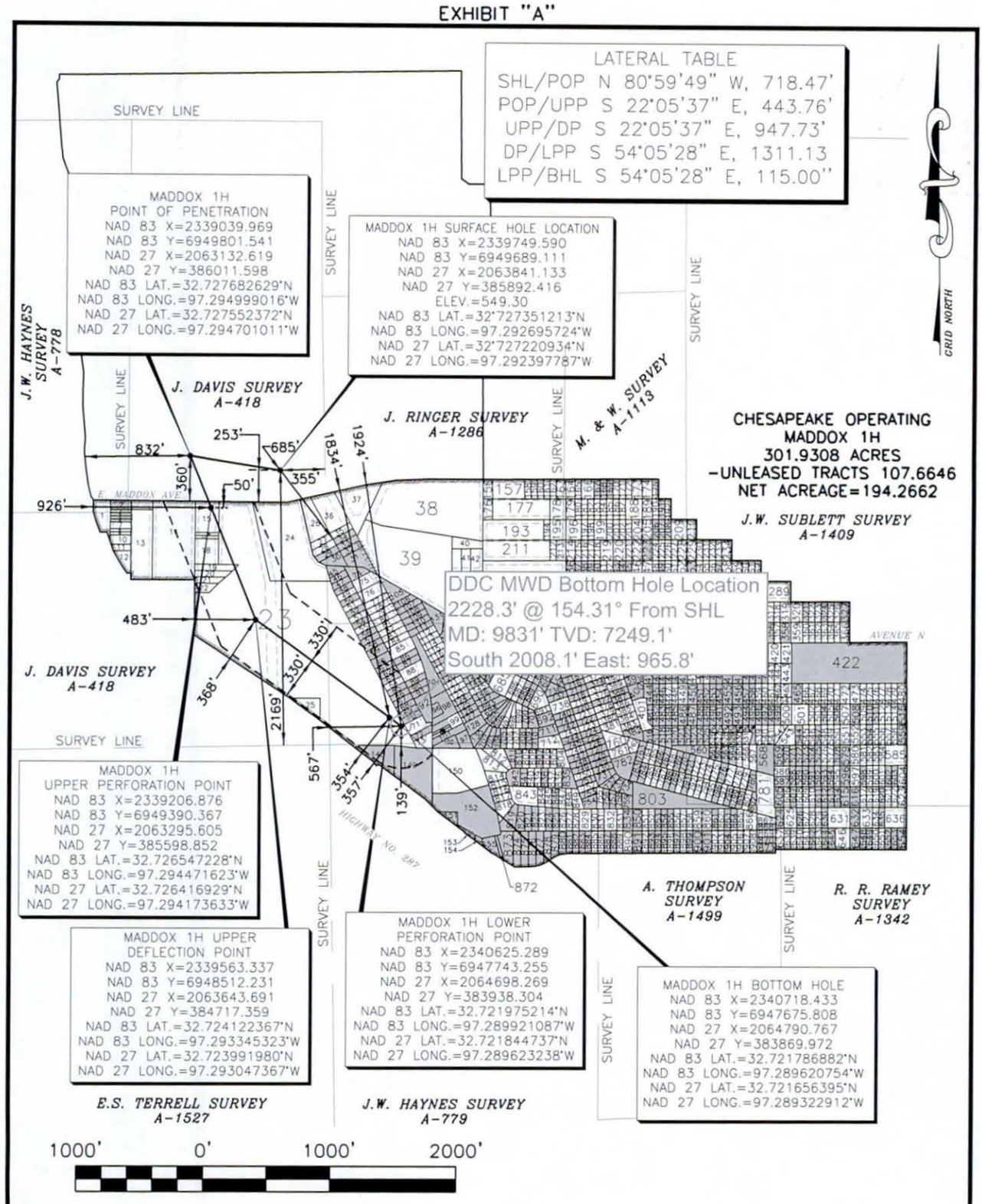
500 0 250 500 1000
1 inch = 500 ft.

– Unleased Tract
– Vantage Fort Worth Energy
– Glencrest Res. lease
– Quicksilver Resources

Exhibit C

CHESAPEAKE OPERATING, INC.
302.607 Acre Maddox
Fort Worth, Tarrant County, Texas.

EXHIBIT "A"



NOTES:

1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (NORTH CENTRAL ZONE) DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON MONUMENT KENNEDALE (X=2361944.34, Y=6920807.14)

2.) LATITUDE & LONGITUDE ARE NAD 83 GEOGRAPHIC.

3.) THIS IS A PROPOSED WELL PLAT AND DOES NOT REPRESENT A TRUE BOUNDARY SURVEY. THIS SURVEY IS BASED ON OWNERSHIP AND EASEMENT INFORMATION PROVIDED BY CHESAPEAKE OPERATING. SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON.

4.) AREAS IN RIGHT-OF-WAYS AND ALLEYS HAVE BEEN INCLUDED IN ADJOINING LOTS

I HEREBY STATE THAT THIS PLAT SHOWS THE PROPOSED WELL LOCATION AS STAKED ON THE GROUND.

JAMES CURTIS YARGER
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS #5854

STATE OF TEXAS
REGISTERED
JAMES CURTIS YARGER
5854
PROFESSIONAL
LAND SURVEYOR

REV.	DATE	BY:	DESCRIPTION	CHK
5	10-17-10	RG	UPDATE LATERAL LINE	CY
4	04-21-10	DC	UPDATE MINERAL OWNERS & UNLEASED TRACTS	EF
3	04-19-10	DC	UPDATE LATERAL	EF

PROJECT NO. 0808008

YOUNG & ASSOCIATES
SERVICES: LAND SURVEYING/LOCATIONS/PIPELINES/MAPPING/GPS/GIS
9601 CAMP BOWIE WEST, FORT WORTH, TEXAS, 76116
PHONE: (817) 292 - 7600 FAX: (817) 292 - 7601
WWW.YOUNGANDASSOCIATES.BIZ

CHESAPEAKE OPERATING

WELL PLAT
MADDOX 1H
TARRANT COUNTY, TEXAS

DRAWN BY: DC	DATE: 09-28-09	DWG. NO.	REV.
CHECKED BY: ML	DATE: 09-28-09	0808008-LONG-LATERAL-1H-REROUTE-8-30-10	5
SCALE: 1"=1000'	APP.:	1 OF 8	

16.

File No. MF 110898
BLACK SLIP FOR UNIT 7236

Date Filed: 11-19-14

Jerry E. Patterson, Commissioner

By JK

Electronically Recorded Tarrant County Texas
Official Public Records 12/6/2010 2:57 PM D210303478
PGS 17 $80.00
00571546

DECLARATION OF POOLED UNIT
MADDOX UNIT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration of Pooled Unit is executed to be effective as of November 15, 2010, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

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

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

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

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

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **301.501 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

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

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

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

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

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written

consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

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

Chesapeake Exploration, L.L.C.,
a limited liability company

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

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17th day of November, 2010, by Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

KEASHA HUSER NOTARY PUBLIC # 07011589 EXP. 12/18/11 STATE OF OKLAHOMA

_____
Notary Public

My Commission Expires: _____
My Commission Number: _____

TOTAL E&P USA, INC., a Delaware corporation

By: _____
Eric Bonnin
Vice President, Business Development & Strategy

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of November, 2010, by Eric Bonnin as Vice President Business Development & Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.

_____
Notary Public

My Commission Expires: _____
My Commission Number: _____

JOY W PHILLIPS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 31, 2012

EXHIBIT "A"
MADDOX Unit

Attached and made a part of that Declaration of Pooled Unit for the MADDOX Unit dated November 15, 2010. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	ACRES	LEGAL DESCRIPTION
TX0142777-000	3008 HANGER AVENUE TRUST	DALE PROPERTY SERVICES, LLC	2/2/2010	D210038413	0.184	LOT 9, 10, BLOCK 14, BURCHILL ADDITION
TX0095926-000	A RAMON GOMEZ	DALE PROPERTY SERVICES, LLC	10/7/2007	D207379737	0.199	B12 L15 BURCHILL ADDITION
TX0146629-000	ABEL & ANGELICA GONZALEZ	DALE PROPERTY SERVICES, LLC	8/3/2010	D210192782	0.174	B2 L34AB, AVALON HEIGHTS ADDITION
TX0129544-000	ADRIAN & MARIA RAMIREZ	DALE PROPERTY SERVICES, LLC	6/30/2008	D208282759	0.187	B109 L13, POLYTECHNIC HEIGHTS ADDITION
TX0142565-000	ALBERTA WRIGHT AMOS	DALE PROPERTY SERVICES, LLC	2/5/2010	D210033612	0.187	LOT 11AB, BLK 2 AVALON HEIGHTS
TX0101723-000	ALBERTO & SANJUANA URESTI	DALE PROPERTY SERVICES, LLC	7/1/2007	D207434851	0.187	B121 L12, POLYTECHNIC HEIGHTS ADDITION
TX0124290-000	ALEJANDRO & CARMEN MARTINEZ	DALE PROPERTY SERVICES, LLC	5/27/2008	D208212838	0.299	B95 L12, POLYTECHNIC HEIGHTS ADDITION
TX0097850-000	ALEJANDRO MENCHACA	DALE PROPERTY SERVICES, LLC	10/22/2007	D207401708	0.189	B14 L31 BURCHILL ADDITION
TX0106832-000	ALENE JEFFERSON	DALE PROPERTY SERVICES, LLC	10/27/2007	D208021096	0.223	B1 L1, WESLEYAN HEIGHTS ADDITION
TX0130371-000	ALEXANDER MARTINEZ	DALE PROPERTY SERVICES, LLC	7/8/2008	D208293642	0.186	B16 L12, ENGLEWOOD HEIGHTS ADDITION
TX0145686-000	ALFONSO & QUIRINA CASTANEDA	DALE PROPERTY SERVICES, LLC	6/17/2010	D210152369	0.201	B2 L4, WESLEYAN HEIGHTS ADDITION
TX0103172-000	ALFREDA GARRISON	DALE PROPERTY SERVICES, LLC	11/6/2007	D207451630	0.195	B2 L6, WESLEYAN HEIGHTS ADDITION
TX0104428-000	ALFREDO & OLGA DELEON	DALE PROPERTY SERVICES, LLC	10/29/2007	D207455105	0.398	B12 L17 18, BURCHILL ADDITION
TX0136786-000	ALFREDO ALVARADO	DALE RESOURCES, LLC	11/3/2006	D207007503	0.383	B16 L5; B14 L16, BURCHILL ADDITION
TX0055243-000	ALFREDO ALVARADO	DALE RESOURCES LLC	11/3/2006	D207007503	0.202	Blk 14 Lot E 55'16
TX0094637-000	ALFREDO AND MARCIEL MORENO	DALE PROPERTY SERVICES, LLC	10/12/2007	D207376333	0.37	B10 L20, BURCHILL ADDITION
TX0047240-000	ALFREDO GOMEZ	PALOMA BARNETT, LLC	1/15/2008	D208061970	0.187	BLK 86, LOT 14, POLYTECHNIC HEIGHTS ADDITION
TX0129197-000	AMANDA NICOLE RAMIREZ	DALE PROPERTY SERVICES, LLC	7/8/2008	D208283434	0.281	B109 L14 15, POLYTECHNIC HEIGHTS ADDITION
TX0129359-000	AMANDA RAMIREZ	DALE PROPERTY SERVICES, LLC	7/8/2008	D208282752	0.328	B109 L15 16, POLYTECHNIC HEIGHTS ADDITION
TX0101535-000	ANGEL ESTRADA & BERTHA MENCHACA	DALE PROPERTY SERVICES, LLC	11/19/2007	D207431537	0.223	B17 L23, BURCHILL ADDITION 2ND FILING
TX0097862-000	ANGEL R RUIZ	DALE PROPERTY SERVICES, LLC	10/22/2007	D207401699	0.189	B14 L34 BURCHIILL ADDITION
TX0146708-000	ANGELICA GARCIA	DALE PROPERTY SERVICES, LLC	7/27/2010	D210191887	0.411	B1 L16AB 17AB, AVALON HEIGHTS ADDITION
TX0047122-000	ANNA MAE & RICHARD A MARKS	PALOMA BARNETT, LLC	11/1/2007	D208060118	0.181	LOT 4, BLOCK 86, POLYTECHNIC HEIGHTS ADDITION
TX0144983-000	ANQUY TONG & KHUONG TU	DALE PROPERTY SERVICES, LLC	5/19/2010	D210123348	0.186	B93 L4, POLYTECHNIC HEIGHTS ADDITION
TX0144985-000	ANQUY TONG & KHUONG TU	DALE PROPERTY SERVICES, LLC	5/19/2010	D210123349	0.186	B94 L3, POLYTECHNIC HEIGHTS ADDITION
TX0144199-000	ANTHONY W HOWL	DALE PROPERTY SERVICES, LLC	4/15/2010	D210089976	0.697	LOTS A,B, BLOCK 118, POLYTECHNIC HEIGHTS ADDITION
TX0094730-000	ANTONIO & AMELIA MARTINEZ	DALE PROPERTY SERVICES, LLC	10/15/2007	D207376338	0.198	B10 L7, BURCHILL ADDITION
TX0139786-000	ANTONIO AGUILAR	DALE PROPERTY SERVICES, LLC	7/14/2009	D209193742	0.299	B109 L8, POYTECHNIC HEIGHTS ADDITION
TX0109250-000	ANTONIO M ALONSO & MARIA LUISA MAGDALEN	DALE PROPERTY SERVICES, LLC	1/30/2008	D208052244	0.189	B14 L30 31, BURCHILL 2ND FILING ADDITION
TX0140419-000	ANTONIO PEREZ	DALE PROPERTY SERVICES, LLC	9/2/2009	D209242334	0.192	LOTS 8,9, BLK 7, GRAHAM PARK ADDITION
TX0107358-000	ARMANDO AND MARIA G HERNANDEZ	DALE PROPERTY SERVICES, LLC	1/16/2008	D208027918	0.178	B8 L10, AVALON HEIGHTS ADDITION
TX0110800-000	ARNULFO VALDEZ	DALE PROPERTY SERVICES, LLC	2/16/2008	D208073161	0.186	B94 L11, POLYTECHNIC HEIGHTS ADDITION
TX0142560-000	ARTEMIO & AGUSTINA SALAS	DALE PROPERTY SERVICES, LLC	1/26/2010	D210032141	0.184	LOT 21AB 22AB, BLOCK 1, AVALON HEIGHTS ADDITION
TX0142826-000	ARTEMIO & AGUSTINA SALAS	DALE PROPERTY SERVICES, LLC	1/26/2010	D210039931	0.184	LOT 23AB, BLOCK 1, AVALON HEIGHTS ADDITION
TX0123982-000	ARTURO & LILIANA GOMEZ	DALE PROPERTY SERVICES, LLC	5/29/2008	D208212458	0.278	B93 L11, POLYTECHNIC HEIGHTS ADDITION
TX0125199-000	ARTURO GOMEZ & LILIANA ZARATE	DALE PROPERTY SERVICES, LLC	6/2/2008	D208214107	0.186	B93 L10, POLYTECHNIC HEIGHTS ADDITION
TX0124913-000	AUGUSTIN CABRERA	DALE PROPERTY SERVICES, LLC	5/28/2008	D208212725	0.551	B1 L30AB 31AB, AVALON HEIGHTS ADDITION
TX0126936-000	AURELIANO & ROMOLA LOPEZ	DALE PROPERTY SERVICES, LLC	6/5/2008	D208247928	0.206	B8A L24, AVALON HEIGHTS ADDITION
TX0138408-000	AURELIO & MARTINA CHAVEZ SALAS	DALE PROPERTY SERVICES, LLC	4/9/2009	D209105007	0.182	B4 L25AB, AVALON HEIGHTS ADDITION
TX0146738-000	AURORA JIMENEZ	DALE PROPERTY SERVICES, LLC	7/28/2010	D210191898	0.189	B1 L4AB, AVALON HEIGHTS ADDITION
TX0109916-000	AURORA MARTINEZ VALDEZ	DALE PROPERTY SERVICES, LLC	2/16/2008	D208058441	0.187	B121 L7, POLYTECHNIC HEIGHTS ADDITION
TX0079063-000	BARABRA & WILLARD E WILLIAMS	DALE PROPERTY SERVICES, LLC	7/6/2007	D207251946	0.188	B3 L7, ENGLEWOOD HEIGHTS ADDITION
TX0046798-000	BARRY K & ANNE MARIE HATCH	PALOMA BARNETT, LLC	8/29/2007	D208041893	0.376	LOTS 27 & 28, BLOCK 8A, AVALON HEIGHTS ADDITION
TX0140799-000	BARRY LEON & MARGARET CREEK	DALE PROPERTY SERVICES, LLC	9/25/2009	D209262078	0.206	LOT 20, BLOCK 8A, AVALON HEIGHTS ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	ACRES	LEGAL DESCRIPTION
TX0078788-000	BENITO & MARIA SANTILLIAN	DALE RESOURCES, LLC	11/23/2006	D207007459	0.189	B2 L10, ENGLEWOOD HEIGHTS ADDITION
TX0130021-000	BERNARDO & MARIA TREVINO	DALE PROPERTY SERVICES, LLC	7/15/2008	D208287303	0.187	LOT 6, BLOCK F, MILLETT ADDITION
TX0126042-000	BETTY RENE WILLIAMS	DALE PROPERTY SERVICES, LLC	5/28/2008	D208232026	0.183	BK L6, MILLETT ADDITION
TX0111847-000	BILL & SUNAKO RICHEY	DALE PROPERTY SERVICES, LLC	2/25/2008	D208080733	0.199	B12 L16, BURCHILL ADDITION 2ND FILING ADDITION
TX0096459-000	BILLIE BLACKMAN	DALE PROPERTY SERVICES, LLC	10/17/2007	D207379745	0.18	B1 L12, WESLEYAN HEIGHTS ADDITION
TX0140424-000	BRENDA J ISH	DALE PROPERTY SERVICES, LLC	8/31/2009	D209237084	0.254	LOT 6, BLK 1, WESLEYAN HEIGHTS ADDITION
TX0074381-000	BRETT & HELEN REEVE	DALE PROPERTY SERVICES, LLC	6/6/2007	D207207248	0.187	B110 L5, POLYTECHNIC HEIGHTS ADDITION
TX0125810-000	CARLOS BATISTA	DALE PROPERTY SERVICES, LLC	6/4/2008	D208231889	0.182	BJ L4, MILLETT ADDITION
TX0139910-000	CARLOS WALTER KESSEL	DALE PROPERTY SERVICES, LLC	7/27/2009	D209202545	0.187	B95 L10, POLYTECHNIC HEIGHTS ADDITION
TX0138997-000	CAROL DAVIS	DALE PROPERTY SERVICES, LLC	5/21/2009	D209140547	0.198	B11 L15, BURCHILL ADDITION
TX0124956-000	CAROLYN HUBBARD	DALE PROPERTY SERVICES, LLC	5/22/2008	D208212713	0.187	B121 L11, POLYTECHNIC HEIGHTS ADDITION
TX0129184-000	CATALINA MARTINEZ	DALE PROPERTY SERVICES, LLC	6/15/2008	D208280023	0.188	B3 L6, ENGLEWOOD HEIGHTS ADDITION
TX0137582-000	CATHOLIC DIOCESE OF FORT WORTH	DALE PROPERTY SERVICES, LLC	2/9/2009	D209068766	9.946	L4, DUNLAP SUBDIVISION
TX0136806-000	CHAPEL HEIGHTS LP	DALE PROPERTY SERVICES, LLC	1/26/2009	D209025133	0.198	LOT 3, BLOCK 11, BURCHILL ADDN 2ND FILING ADDN
TX0466994-000	CHARLES T BEAVERS	PALOMA BARNETT, LLC	11/8/2007	D208067109	0.321	LOT 16, BLK 8, AVALON HEIGHTS ADD
TX0141287-000	CHARLES WADE & SUSAN PARRISH	DALE PROPERTY SERVICES, LLC	10/14/2009	D209286593	0.181	B2 L23AB, AVALON HEIGHTS ADDITION
TX0139325-000	CHASTA ENGLAND	DALE PROPERTY SERVICES, LLC	6/11/2009	D209163055	0.191	B14 L25, BURCHILL 2ND FILING ADDITION
TX0111907-000	CHAUTAUQUA KIOYOKO BREWER	DALE PROPERTY SERVICES, LLC	2/21/2008	D208082753	0.222	LOT 9, E60.9 LESS S55' BLOCK 9, WESLEYAN HILL ADDITION
TX0108928-000	CHICAGO PROPERTIES INC.	DALE PROPERTY SERVICES, LLC	9/28/2007	D208047712	0.195	LA, BURCHILL SUBDIVISION
TX0113462-000	CHRISTOBAL AND SUSANA JUAREZ	DALE PROPERTY SERVICES, LLC	3/14/2008	D208100611	0.186	B2 L8, WESLEYAN HEIGHTS ADDITION
TX0080528-000	CHRISTOPHER & SHARTNESS BLANTON	DALE PROPERTY SERVICES, LLC	7/24/2007	D207270884	0.28	B95 L6, POLYTECHNIC HEIGHTS ADDITION
TX7153087-000	CITY OF FORT WORTH (COBB PARK)	CHESAPEAKE EXPLORATION, LLC	11/19/2007	D207425260	1.063	Blk 47, Lots 22-31
TX7153087-000	CITY OF FORT WORTH (COBB PARK)	CHESAPEAKE EXPLORATION, LLC	11/19/2007	D207425260	35.848	A-418, Tr 10A, 10C & 11
TX0462693-000	CITY OF FORT WORTH (ENGLEWOOD PARK)	CHESAPEAKE EXPLORATION, LLC	4/1/2010	D210120727	0.751	BLK 2, LOTS 306, ENGLEWOOD HEIGHTS ADDITION
TX0462693-000	CITY OF FORT WORTH (ENGLEWOOD PARK)	CHESAPEAKE EXPLORATION, LLC	4/1/2010	D210120727	0.565	BLK 2, LOTS 7-9, ENGLEWOOD HEIGHTS ADDITION
TX0462693-000	CITY OF FORT WORTH (ENGLEWOOD PARK)	CHESAPEAKE EXPLORATION, LLC	4/1/2010	D210120727	1.041	BLK 2, LOTS 12 - 16, ENGLEWOOD HEIGHTS ADDITION
TX0126459-000	CLYDE & BARBARA RENTIE	DALE PROPERTY SERVICES, LLC	6/2/2008	D208243433	0.313	B1 L1AB, AVALON HEIGHTS ADDITION
TX0140326-000	COATLAXOPEUH, MARCIA UDDOH	DALE PROPERTY SERVICES, LLC	8/28/2009	D209233705	0.333	B5 L1AB, AVALON HEIGHTS ADDITION
TX0074378-000	COLLINS FAMILY LIMITED PARTNER	DALE RESOURCES, LLC	12/15/2006	D207206969	0.187	LOT 10, BLOCK 121, POLYTECHNIC HEIGHTS ADDITION
TX0074425-000	COLLINS FAMILY LIMITED PARTNER	DALE RESOURCES, LLC	12/15/2006	D207207111	0.187	LOT 13, BLOCK 121, POLYTECHNIC HEIGHTS ADDITION
TX0098505-000	COMMUNITY HOUSING FUND	DALE PROPERTY SERVICES, LLC	10/10/2007	D207403161	0.365	B9 L14, WESLEYAN HILLS ADDITION
TX0141847-000	CONNIE L HARWOOD	DALE PROPERTY SERVICES, LLC	12/8/2009	D209330166	0.178	LOT 7, BLOCK 8, AVALON HEIGHTS ADDITION
TX0142982-000	CORNELIO GALINDO HERNANDEZ	DALE PROPERTY SERVICES, LLC	2/18/2010	D210044099	0.154	LOT 29AB, BLK 3 AVALON HEIGHTS ADDITION
TX0104964-000	CORNELIUS MOREHOUSE	DALE PROPERTY SERVICES, LLC	10/31/2007	D208005663	0.186	B2 L17A B, AVALON HEIGHTS ADDITION
TX0076446-000	COSME RODRIGUEZ LARA	DALE PROPERTY SERVICES, LLC	6/19/2007	D207227739	0.371	B16 L2 3, ENGLEWOOD HEIGHTS ADDITION
TX0113492-000	CRISTOBAL & SUSANA JUAREZ	DALE PROPERTY SERVICES, LLC	3/14/2008	D208100612	0.185	B2 L7, WESLEYAN HEIGHTS ADDITION
TX0113488-000	CRISTOBAL & SUSANA JUAREZ	DALE PROPERTY SERVICES, LLC	3/14/2008	D208100614	0.326	B2 L9, WESLEYAN HEIGHTS ADDITION
TX0124881-000	CURTIS CHARLES SANDERS	DALE PROPERTY SERVICES, LLC	5/22/2008	D208212721	0.203	LD, BURCHILLS SUBDIVISION AVALON HTS ADDITION
TX2205161-000	CYNTHIA L MORRISON	DALE RESOURCES, LLC	9/8/2006	D206340951	0.205	LOT 3, YE OLE BELLYE ACRES ADDITION
TX0131618-000	DAMON LEGAN	DALE PROPERTY SERVICES, LLC	7/28/2008	D208316229	0.187	B86 L17, POLYTECHNIC HEIGHTS ADDITION
TX0146039-000	DANIEL CISNEROS	DALE PROPERTY SERVICES, LLC	9/28/2007	D207358009	0.645	B18 L6-8, ENGLEWOOD HEIGHTS ADDITION
TX0091830-000	DANIEL CISNEROS	DALE PROPERTY SERVICES, LLC	9/28/2007	D207358009		B18 L6 -8, ENGLEWOOD HEIGHTS ADDITION
TX0123876-000	DANIEL QUINTANILLA	DALE PROPERTY SERVICES, LLC	2/28/2008	D208212928	0.184	BLOCK 7, LOT 5AB, AVALON HEIGHTS ADDITION
TX0122996-000	DANIEL RAMIREZ	DALE PROPERTY SERVICES, LLC	5/12/2008	D208200622	0.194	BLOCK 10, LOT 19, BURCHILL #2 FILING ADDITION
TX0125155-000	DARREL FRANKLIN	DALE PROPERTY SERVICES, LLC	6/3/2008	D208228505	0.179	B8 L14, AVALON HEIGHTS ADDITION
TX0138559-000	DAVID LEE WATERS	DALE PROPERTY SERVICES, LLC	4/23/2009	D209111144	0.196	B2 L2AB, AVALON HEIGHTS ADDITION
TX0139580-000	DAVID M & PAULA J POST	DALE PROPERTY SERVICES, LLC	6/22/2009	D209183341	0.194	B14 L24, BURCHILL 2ND FILING ADDITION
TX0080960-000	DAVIS JOHNSON	DALE PROPERTY SERVICES, LLC	6/28/2007	D207273385	0.217	B87 L2, POLYTECHNIC HEIGHTS ADDITION
TX0113082-000	DE SORROW GOLDEN	DALE PROPERTY SERVICES, LLC	3/12/2008	D208101512	0.172	B8A L23, AVALON HEIGHTS ADDITION
TX0100556-000	DENNIS RUIZ	DALE PROPERTY SERVICES, LLC	11/11/2007	D207422762	0.213	B14 L18, BURCHILL ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	ACRES	LEGAL DESCRIPTION
TX0143319-000	DEXTER VICKORY	DALE PROPERTY SERVICES, LLC	3/2/2010	D210058703	0.198	LOT B, BLOCK 87, POLYTECHNIC HEIGHTS ADDITION
TX0143321-000	DEXTER VICKORY	DALE PROPERTY SERVICES, LLC	3/2/2010	D210058704	0.182	LOT 5, BLK J MILLETT ADDITION
TX0143322-000	DEXTER VICKORY	DALE PROPERTY SERVICES, LLC	3/2/2010	D210058705	0.217	LOT A, BLK 87 POLYTECHNIC HEIGHTS ADDITION
TX0143323-000	DEXTER VICKORY	DALE PROPERTY SERVICES, LLC	3/2/2010	D210058706	0.186	LOT 9, BLK 94 POLYTECHNIC HEIGHTS ADDITION
TX0143324-000	DEXTER VICKORY	DALE PROPERTY SERVICES, LLC	3/2/2010	D210058707	0.186	LOT 10, BLK 94 POLYTECHNIC HEIGHTS ADDITION
TX0138407-000	DIANA DELEON CASTILLO	DALE PROPERTY SERVICES, LLC	4/14/2009	D209105006	0.43	B4 L1AB 2AB, AVALON HEIGHTS ADDITION
TX0141044-000	DIANA HERNANDEZ CARO	DALE PROPERTY SERVICES, LLC	10/9/2009	D209278091	0.198	B11 L14, BURCHILL 2ND FILING ADDITION
TX0130376-000	DIANNA SIMS	DALE PROPERTY SERVICES, LLC	5/30/2008	D208293644	0.186	B93 L19, POLYTECHNIC HEIGHTS ADDITION
TX0130849-000	DIANNA SIMS	DALE PROPERTY SERVICES, LLC	5/30/2008	D208304558	0.186	B93 L20, POLYTECHNIC HEIGHTS ADDITION
TX0140584-000	DONALD & DEBRA KACZKOWSKI	DALE PROPERTY SERVICES, LLC	9/4/2009	D209250804	0.186	LOT 3, BLOCK 121, POLYTECHNIC HEIGHTS ADDITION
TX0128300-000	DONALD & DONNA HENDERSON	DALE PROPERTY SERVICES, LLC	5/29/2008	D208261479	0.259	L1R, MCCAULEY ADDITION
TX0125104-000	DONALD R MAYES	DALE PROPERTY SERVICES, LLC	5/30/2008	D208228500	0.187	B86 L15, POLYTECHNICH HEIGHTS ADDITION
TX0108907-000	DOUGLAS M SANFORD	DALE PROPERTY SERVICES, LLC	2/2/2008	D208045154	0.217	B10 L1, BURCHILL ADDITION 2ND FILLING ADDITION
TX0110001-000	DOUGLAS SANFORD	DALE PROPERTY SERVICES, LLC	2/2/2008	D208058450	0.188	B3 L2, ENGLEWOOD HEIGHTS ADDITION
TX0113037-000	DOUGLAS SANFORD	DALE PROPERTY SERVICES, LLC	3/10/2008	D208095452	0.188	B3 L3, ENGLEWOOD HEIGHTS ADDITION
TX0131632-000	DYRON & LAKESHA JOHNSON	DALE PROPERTY SERVICES, LLC	7/29/2008	D208313750	0.279	B3 L11, ENGLEWODD HEIGHTS ADDITION
TX0131633-000	DYRON & LAKESHA GARDNER	DALE PROPERTY SERVICES, LLC	7/29/2008	D208313751	0.188	B3 L9, ENGLEWOOD HEIGHTS ADDITION
TX0131635-000	DYRON JOHNSON & LAKESHA GARDNER	DALE PROPERTY SERVICES, LLC	7/29/2008	D208313752	0.188	B3 L10, ENGLEWOOD HEIGHTS ADDITION
TX0131636-000	DYRON JOHNSON & LAKESHA GARNDE	DALE PROPERTY SERVICES, LLC	7/29/2008	D208313753	0.199	B12 L6, BURCHILL ADDITION
TX0094896-000	EARL & PAULINE CARTER	DALE PROPERTY SERVICES, LLC	10/9/2007	D207373379	0.198	B10 L11 BURCHILL ADDITION 2 FIL
TX0138999-000	EARL T & PAULINE CARTER	DALE PROPERTY SERVICES, LLC	5/21/2009	D209140549	0.198	B10 L10, BURCHILL ADDITION
TX0082562-000	EARNEST R & SALLIE FIELDS	DALE PROPERTY SERVICES, LLC	8/1/2007	D207283816	0.217	B87 LC, POLYTECHNIC HEIGHTS ADDITION
TX0044225-000	EDMUNDO & ALEJA BELMONTE	PALOMA BARNETT, LLC	9/25/2007	D208028506	0.189	LOT 6, MCCAULEY ADDITION
TX0044882-000	EDUARDO DIAZ	PALOMA BARNETT, LLC	11/27/2007	D208031704	0.433	LOTS 18AB & 19AB, BLOCK 5, AVALON HEIGHTS ADDITION
TX0094869-000	EDWARD &MABLE LINDSEY	DALE PROPERTY SERVICES, LLC	10/10/2007	D207374898	0.355	B1 L9, WESLEYAN HEIGHTS ADDITION
TX0141972-000	ELENA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	12/17/2009	D210003707	0.184	LOT 25 AB, BLK 1, AVALON HEIGHTS ADDN
TX0091051-000	ELIAS AKEL	DALE PROPERTY SERVICES, LLC	8/14/2007	D207355441	0.189	B1 L7AB, AVALON HEIGHTS ADDITION
TX0137679-000	ELIZABETH MUNOZ	DALE PROPERTY SERVICES, LLC	3/5/2009	D209065505	0.187	B122 L15, POLYTECHNIC HEIGHTS ADDITION
TX0106928-000	ELIZABETH VALDEZ	DALE PROPERTY SERVICES, LLC	1/13/2008	D208021534	0.187	B85 L10, POLYTECHNIC HEIGHTS ADDITION
TX0132883-000	ELSA FABILA	DALE PROPERTY SERVICES, LLC	8/12/2008	D208337953	0.186	B16 L13, ENGLEWOOD HEIGHTS ADDITION
TX0045584-000	EMMETT & DOTTIE MAYO	PALOMA BARNETT, LLC	10/4/2007	D208065979	0.185	PT LOT 3, BLOCK 14, BURCHILL ADDITION 2ND FILING
TX0126631-000	ENRIQUETA & JAIME AVILA	DALE PROPERTY SERVICES, LLC	6/23/2008	D208247494	0.182	BG L15, MILLET ADDITION
TX0109858-000	ESTABAN & ELVIA W MONTOYA	DALE PROPERTY SERVICES, LLC	2/11/2008	D208057986	0.245	L12, AH FISH ADDITION
TX0135213-000	ESTEBAN & MARICELA MARISCAL	DALE PROPERTY SERVICES, LLC	9/23/2008	D208457974	0.486	LOTS 21&22, BLK 86, POLYTECHNIC HEIGHTS ADDITION
TX0100010-000	ETTA MAE YOUNG	DALE PROPERTY SERVICES, LLC	10/20/2007	D207421700	0.16	B14 L21, BURCHILL ADDITION 2ND FILING
TX0100011-000	ETTA MAE YOUNG	DALE PROPERTY SERVICES, LLC	10/20/2007	D207421701	0.16	B14 L22, BURCHILL ADDITION 2ND FILING
TX0101545-000	EULA M MITCHELL	DALE PROPERTY SERVICES, LLC	10/11/2007	D207431511	0.16	B14 L19, BURCHILL ADDITION 2ND FILING
TX0139630-000	EVERARDO O & NOELIA DIAZ	DALE PROPERTY SERVICES, LLC	7/7/2009	D209188329	0.182	B4 L23AB, AVALON HEIGHTS ADDITION
TX0073529-000	EZELL & MISTY WILDER	DALE PROPERTY SERVICES, LLC	5/26/2007	D207188449	0.183	BK L4, MILLETT ADDITION
TX0067180-000	FEDERICO & ARCELIA MUNOZ	DALE PROPERTY SERVICES, LLC	2/27/2007	D207117810	0.189	L39 B14, BURCHILL ADDITION 2ND FILING
TX0091047-000	FEDERICO G & ROSARIO ROMERO	DALE PROPERTY SERVICES, LLC	9/19/2007	D207352716	0.187	B85 L8 POLYTECHNIC HEIGHTS ADDITION
TX0094817-000	FELIPE & MARISELA HERNANDEZ	DALE PROPERTY SERVICES, LLC	10/13/2007	D207376332	0.198	B11 L12, BURCHILL ADDITION
TX0127269-000	FELIX & RAQUEL GUERRERO	DALE PROPERTY SERVICES, LLC	6/23/2008	D208254442	0.189	B8A L18, AVALON HEIGHTS ADDITION
TX0048825-000	FELLOWSHIP ANTIOCH CHRIST CH	PALOMA BARNETT, LLC	1/18/2008	D208096439	0.286	LOTS 10-12, BLOCK 7, GRAHAM PARK ADDITION
TX0094279-000	FERNANDO TUX SONIA FLORES	DALE PROPERTY SERVICES, LLC	10/4/2007	D207372749	0.257	B1 L14A, WESLEYAN HEIGHTS ADDITION
TX0139966-000	FIDEL & MARIA TERESA ESCOBEDO	DALE PROPERTY SERVICES, LLC	7/27/2009	D209204964	0.186	B111 L2, POLYTECHINIC HEIGHTS ADDITION
TX0101868-000	FIDEL & VICTORIA SANCHEZ	DALE PROPERTY SERVICES, LLC	11/20/2007	D207435842	0.187	B120 L8, POLYTECHNIC HEIGHTS ADDITION
TX0140313-000	FLEADA COLE HALL	DALE PROPERTY SERVICES, LLC	8/21/2009	D209233691	0.179	BI L4, MILLETT ADDITION
TX0043983-000	FLORENCIA RUIZ	PALOMA BARNETT, LLC	10/8/2007	D208028036	0.185	PT LOT 2, BLOCK 18, ENGLEWOOD HEIGHTS ADDITION
TX0138914-000	FLORENTINO & MARY BALDERAMOS	DALE PROPERTY SERVICES, LLC	5/13/2009	D209138837	0.235	B1 L3, WESLEYAN HEIGHTS ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	ACRES	LEGAL DESCRIPTION
TX0044606-000	FLORINE SPURLOCK	PALOMA BARNETT, LLC	10/18/2007	D208030709	0.223	LOT 19, BLOCK 8-A, AVALON HEIGHTS ADDITION
TX0049040-000	FLOYD O & ETHEL L DAVIS	PALOMA BARNETT, LLC	1/20/2008	D208109035	0.29	LOT 6, BLOCK 85, POLYTECHNIC HEIGHTS ADDITION
TX0059617-000	FRANCISCO & AURORA MULGADO	DALE PROPERTY SERVICES, LLC	1/30/2007	D207055241	0.216	B14 L39, BURCHILL ADDITION
TX0140664-000	FRANCISCO & ISABEL FLORES	DALE PROPERTY SERVICES, LLC	9/18/2009	D209255970	0.187	LOT 15, BLOCK 17, ENGELWOOD HEIGHTS ADDITION
TX0099575-000	FRANCISCO & ROSINA MAJANO	DALE PROPERTY SERVICES, LLC	10/23/2007	D207411509	0.29	B86 L1, POLYTECHNIC HEIGHTS ADDITION
TX0141349-000	FRANCISCO RAMIREZ & TERESA DIAZ	DALE PROPERTY SERVICES, LLC	10/30/2009	D209289349	0.188	B2 L19, ENGLEWOOD HEIGHTS ADDITION
TX0106929-000	FRANCSICO J & ELIZABETH VALDEZ	DALE PROPERTY SERVICES, LLC	1/13/2008	D208021535	0.298	B94 L6, POLYTECHNIC HEIGHTS ADDITION
TX0142976-000	FREDDIE BROOKS	DALE PROPERTY SERVICES, LLC	2/25/2010	D210044093	0.325	LOTS 3A, 3B, 4A, 4B, BLK 3 AVALON HEIGHTS ADDITION
TX0461284-000	FW HOUSING FINANCE CORP	CHESAPEAKE EXPLORATION LLC	11/4/2009	D209314594	3.078	1.2091 AC, GJ ASHABRANNER SVY, A-7
TX0103111-000	GABRIEL & MARIA DE JESUS VALDEZ	DALE PROPERTY SERVICES, LLC	11/28/2007	D207450846	0.28	B111 L1, POLYTECHNIC HEIGHTS ADDITION
TX0146233-000	GAYLE FRANCES PETTIT & JERRY F	DALE PROPERTY SERVICES, LLC	6/28/2010	D210171762	0.241	L12 13, MCCAULEY ADDITION
TX0146234-000	GAYLE FRANCES PETTIT & JERRY F	DALE PROPERTY SERVICES, LLC	6/28/2010	D210171763	0.202	BB L8, POLYTECHNIC HEIGHTS ADDITION
TX0123936-000	GENARO & MARIA MARQUEZ	DALE PROPERTY SERVICES, LLC	5/30/2008	D208212453	0.182	B85 L5, POLYTECHNIC HEIGHTS ADDITION
TX0066584-000	GENARO SALAS & SABINA CORDERO	DALE RESOURCES, L.L.C.	11/29/2006	D207111476	0.661	L4 & 7, B16, BURCHILL ADDITION 2ND FILING
TX0147115-000	GENE & RUBY BROWN	DALE PROPERTY SERVICES, LLC	8/19/2010	D210206556	0.15	B3 L15AB, AVALON HEIGHTS ADDITION
TX0147116-000	GENE BROWN	DALE PROPERTY SERVICES, LLC	8/19/2010	D210206557	0.159	B3 L16, AVALON HEIGHTS ADDITION
TX0074085-000	GEORGE C. BROWN	DALE PROPERTY SERVICES, LLC	5/15/2007	D207197189	0.187	B110 L4, POLYTECHNIC HEIGHTS ADDITION
TX0103183-000	GEORGE JONES	DALE PROPERTY SERVICES, LLC	11/21/2007	D207451633	0.187	B1 L8, ENGLEWOOD HEIGHTS ADDITION
TX0097710-000	GEORGE S & JUANITA THRIFT	DALE PROPERTY SERVICES, LLC	10/16/2007	D207399412	0.195	B2 L15, WESLEYAN HEIGHTS ADDITION
TX0125143-000	GEORGE W GILL	DALE PROPERTY SERVICES, LLC	6/3/2008	D208226170	0.186	B121 L6, POLYTECHNIC HEIGHTS ADDITION
TX0045182-000	GEORGIA JONES	PALOMA BARNETT, LLC	11/16/2007	D208032807	0.198	LOT 16, BLOCK 2, WESLEYAN HEIGHTS ADDITION
TX0133381-000	GHALEB HAMAD	DALE PROPERTY SERVICES, LLC	8/26/2008	D208345873	0.187	BF L10, MILLETT ADDITION
TX0133380-000	GHALEB HAMAD & ABDER ELHAMAD	DALE PROPERTY SERVICES, LLC	8/26/2008	D208345872	0.319	BF L9, MILLET ADDITION
TX0139967-000	GILBERTO MEJIA	DALE PROPERTY SERVICES, LLC	7/29/2009	D209204965	0.187	B110 L3, POLYTECHNIC HEIGHTS ADDITION
TX0132537-000	GILVERTO ZAPATA & JASINTO GARCIA	DALE PROPERTY SERVICES, LLC	8/16/2008	D208333085	0.213	LC, BURCHILLS SUBDIVISION OF AVALON HTS
TX0065534-000	GLADYS M DOUGLAS	DALE PROPERTY SERVICES, LLC	3/5/2007	D207101997	0.192	L5AB B2, AVALON HEIGHTS ADDITION
TX0047324-000	GLORIA I RICO	PALOMA BARNETT, LLC	1/2/2008	D208062673	0.178	LOT 11, BLOCK 8, AVALON HEIGHTS ADDITION
TX0092509-000	GOD"S INTER PRAYER WARR MIN INC	DALE PROPERTY SERVICES, LLC	9/26/2007	D207360024	0.466	B87 L23, 24, POLYTECHNIC HEIGHTS ADDITION
TX0091068-000	GOD"S INTERCESSORY PRAYER WARRIOR"S MI	DALE PROPERTY SERVICES, LLC	9/26/2007	D207351377	0.185	B92 L3 POLYTECHNIC HEIGHTS ADDITION
TX0091071-000	GOD"S INTERCESSORY PRAYER WARRIORS MIN	DALE PROPERTY SERVICES, LLC	9/26/2007	D207351378	0.463	B92 L23,24, POLYTECHNIC HEIGHTS ADDITION
TX0091081-000	GOD"S INTERCESSORY PRAYER WARRIORS MIN	DALE PROPERTY SERVICES, LLC	9/26/2007	D207351379	0.462	B92 L1,2, POLYTECHNIC HEIGHTS ADDITION
TX0130626-000	GONZALO GOMEZ	DALE PROPERTY SERVICES, LLC	7/18/2008	D208299034	0.225	B112 LH, POLYTECHNIC HEIGHTS ADDITION
TX0130609-000	GONZALO GOMEZ JR.	DALE PROPERTY SERVICES, LLC	7/18/2008	D208299780	0.187	B112 LF, POLYTECHNIC HEIGHTS ADDITION
TX0130610-000	GONZALO JR & ALMA GOMEZ	DALE PROPERTY SERVICES, LLC	7/18/2008	D208299779	0.262	B112 LG F, POLYTECHNIC HEIGHTS ADDITION
TX0143803-000	GREATER HOPE MISSIONARY BAPTIS	DALE PROPERTY SERVICES, LLC	3/24/2010	D210081171	0.284	LOT 8, BLOCK 17, ENGLEWOOD HEIGHTS ADDITION
TX0139915-000	GREGORY L & SHERIDYN M MCAFEE	DALE PROPERTY SERVICES, LLC	7/22/2009	D209202550	0.374	B110 L10 11, POLYTECHNIC HEIGHTS ADDITION
TX0043900-000	GRETA GALLATIN	PALOMA BARNETT, LLC	9/10/2007	D208027841	0.181	E 10' LOT 3,W 40' LOT 4, BLK 14, EDNA M BURCHILL'S REVISION
TX0102214-000	GUADALUPE & JESUS ORTIZ	DALE PROPERTY SERVICES, LLC	11/8/2007	D207435666	0.19	B3 L26A 26B, AVALON HEIGHTS ADDITION
TX0130694-000	GUILLERMO & CECILIA ORTEGON	DALE PROPERTY SERVICES, LLC	7/21/2008	D208299791	0.182	B4 L22AB, AVALON HEIGHTS ADDITION
TX0049028-000	GUSTAVO & DORIS HIDALGO	PALOMA BARNETT, LLC	12/28/2007	D208102819	0.187	LOT 5, BLOCK F, MILLET ADDITION
TX0143954-000	GUSTAVO AVILES	DALE PROPERTY SERVICES, LLC	4/9/2010	D210085736	0.187	LOT 12, BLOCK 122, POLYTECHNIC HEIGHTS ADDITION
TX0072175-000	H.ELIODORO & TERESA GUZMAN	DALE RESOURCES, LLC	11/29/2006	D207176068	0.189	B14 L36 37, BURCHILL ADDITION
TX0143156-000	HAROLD & CHERYL J NESBITT JR	DALE PROPERTY SERVICES, LLC	3/4/2010	D210050934	0.281	LOT 7, BLOCK 110, POLYTECHNIC HEIGHTS ADDITION
TX0144773-000	HASSAN ALLAN	DALE PROPERTY SERVICES, LLC	5/3/2010	D210113833	0.227	L8, AH FISH ADDITION
TX0144774-000	HASSAN ALLAN	DALE PROPERTY SERVICES, LLC	5/3/2010	D210113834	0.594	L9, AH FISH ADDITION
TX0045145-000	HENRY L HARRIS ESTATE	PALOMA BARNETT, LLC	11/12/2007	D208032701	0.457	LOTS 1 & 2, BLOCK "G", L T MILLETT ADDITION
TX0047170-000	HERMALINDA MENDEZ	PALOMA BARNETT, LLC	12/26/2007	D208061338	0.179	LOT 15, BLOCK 8, AVALON HEIGHTS ADDITION
TX0139349-000	HERVEY MITCHELL	DALE PROPERTY SERVICES, LLC	6/13/2009	D209164369	0.278	B93 L12, POLYTECHNIC HEIGHTS ADDITION
TX0139350-000	HERVEY MITCHELL & LEONA JOHNSON	DALE PROPERTY SERVICES, LLC	6/13/2009	D209164370	0.186	B93 L13, POLYTECHNIC HEIGHTS ADDITION
TX0044920-000	HIGINIO & VERONICA AHUMADA	PALOMA BARNETT, LLC	12/21/2007	D208031854	0.18	LOT 11, BLOCK 1, WESLEYAN HEIGHTS ADDITION

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TX0045598-000	HILARIO A ROJAS	PALOMA BARNETT, LLC	12/8/2007	D208069107	0.224	LOT 9 AB, BLOCK 3, AVALON HEIGHTS
TX0058816-000	HOLLIS G SLOAN	DALE RESOURCES, LLC	11/30/2006	D207025589	0.183	BG L13, MILLETT ADD
TX0140973-000	HOMMER & EDNA HICKS	DALE PROPERTY SERVICES, LLC	9/28/2009	D209272860	0.184	B1 L32AB, AVALON HEIGHTS ADDITION
TX0109270-000	HORTENCIA AVILA ANDRADE	DALE PROPERTY SERVICES, LLC	1/31/2008	D208051713	0.649	B3 L6, AVALON HEIGHTS ADDITION
TX0109324-000	HORTENCIA AVILA ANDRADE	DALE PROPERTY SERVICES, LLC	1/31/2008	D208052258	0.184	B1 L27, AVALON HEIGHTS ADDITION
TX0143205-000	I & M PARTNERS, LP	DALE PROPERTY SERVICES, LLC	2/25/2010	D210054421	0.187	LOT 2, BLK F, MILLET ADDITION
TX0109440-000	IGNACIO CANADA	DALE PROPERTY SERVICES, LLC	1/31/2008	D208052259	0.39	B1 L15, WESLEYAN HEIGHTS ADDITION
TX0142341-000	ILSA O CUAUHTLI	DALE PROPERTY SERVICES, LLC	1/21/2010	D210023957	0.616	LOT 10, BLK 9, WESLEYAN HILLS ADDN
TX0146711-000	ISAAC R & ESMERALDA J CANTU	DALE PROPERTY SERVICES, LLC	7/28/2010	D210191889	0.189	B1 L5AB, AVALON HEIGHTS ADDITION
TX0129323-000	IVORY RAE & CHARLIE MAE JOHNSON	DALE PROPERTY SERVICES, LLC	7/12/2008	D208283123	0.182	B4 L27AB, AVALON HEIGHTS ADDITION
TX0043480-000	J M GONZALEZ & B R SEGURA	PALOMA BARNETT, LLC	10/10/2007	D208012570	0.186	PT LOT 2, BLOCK 93, POLYTECHNIC HEIGHTS ADDITION
TX0046830-000	J N & BEVERLY J HESTER	PALOMA BARNETT, LLC	10/15/2007	D208044570	0.272	B86, LOT 11, POLYTECHNIC HEIGHTS ADDITION
TX0046830-000	J N & BEVERLY J HESTER	PALOMA BARNETT, LLC	10/15/2007	D208044570	0.38	LOTS 2 & 5, MCCAULEY ADDITION
TX0046830-000	J N & BEVERLY J HESTER	PALOMA BARNETT, LLC	10/15/2007	D208044570	0.222	B16, LOT S 50' OF 6, 7, 8
TX0048531-000	JACINTO R GOMEZ	PALOMA BARNETT, LLC	12/17/2007	D208086706	0.184	LOT 20 AB, BLOCK 1, AVALON HEIGHTS ADDITION
TX0073967-000	JACK A & CAROLYN KNIGHT	DALE PROPERTY SERVICES, LLC	5/18/2007	D207197048	0.189	B1 L11A 11B, AVALON HEIGHTS ADDITION
TX0138330-000	JACK WALLCE FULLER JR	DALE PROPERTY SERVICES, LLC	4/4/2009	D209102311	0.224	B3 L10 11, AVALON HEIGHTS ADDITION
TX0144485-000	JAMES & LEQUITA DAVENPORT	DALE PROPERTY SERVICES, LLC	4/28/2010	D210103993	0.183	LOT 12, BLK G, L T MILLETT ADDITION
TX0140713-000	JAMES M HATFIELD & PATRICIA MILLER	DALE PROPERTY SERVICES, LLC	9/18/2009	D209258211	0.185	LOT 3, BLOCK 18, ENGLEWOOD HEIGHT ADDITION
TX0140714-000	JAMES M HATFIELD & PATRICIA MILLER	DALE PROPERTY SERVICES, LLC	9/18/2009	D209258212	0.185	LOT 4, BLOCK 18, ENGLEWOODS HEIGHT ADDITION
TX0130197-000	JAMES W & MARY MAYFIELD	DALE PROPERTY SERVICES, LLC	6/26/2008	D208293567	0.223	B3 L12B 13B, AVALON HEIGHTS ADDITION
TX0130375-000	JAMES W MAYFIELD	DALE PROPERTY SERVICES, LLC	6/26/2008	D208293643	0.295	B1 L23, WESLEYAN HEIGHTS ADDITION
TX0134769-000	JANET MARTINEZ &BILLY R. SMITH	DALE PROPERTY SERVICES, LLC	9/9/2008	D208390331	0.198	LOT 13, BLK 11, BURCHILL 2ND FILING ADDITION
TX0079295-000	JASON POTTER	DALE PROPERTY SERVICES, LLC	7/16/2007	D207258843	0.174	BE L1 2, L.T. MILLETT ADDITION
TX0147580-000	JASON WICKERSHAM	DALE PROPERTY SERVICES, LLC	9/14/2010	D210229948	0.188	B3 L5, BLANTON PARK ADDITION
TX0140882-000	JERRY D PIERCE	DALE PROPERTY SERVICES, LLC	9/30/2009	D209265151	0.28	B122 L16, POLYTECHNIC HEIGHTS ADDITION
TX0140885-000	JERRY D PIERCE	DALE PROPERTY SERVICES, LLC	9/30/2009	D209265154		BD L3, MILLETT ADDITION
TX0140889-000	JERRY D PIERCE	DALE PROPERTY SERVICES, LLC	9/30/2009	D209265158		BD L2, MILLETT ADDITION
TX0049327-001	JERRY DALE & DESSI PIERCE	PALOMA BARNETT, LLC	1/19/2008	D208076802	0.37	LOTS 2 & 3, BLOCK D, MILLETT ADDITION
TX0049327-001	JERRY DALE & DESSI PIERCE	PALOMA BARNETT, LLC	1/19/2008	D208076802	0.198	B10, LOT 8, BURCHILL ADDITION 2ND FILING
TX0145026-000	JERRY WAYNE KING	DALE PROPERTY SERVICES, LLC	5/22/2010	D210123658	0.257	B8B L3, AVALON HEIGHTS ADDITION
TX0140916-000	JESSE & REFUGIA CAMARILLO	DALE PROPERTY SERVICES, LLC	10/1/2009	D209267840	0.352	B1 L13AB 14AB, AVALON HEIGHTS ADDITION
TX0098853-000	JESUS & IMELDA MENCHACA	DALE PROPERTY SERVICES, LLC	11/2/2007	D207410958	0.198	B11 L19, BURCHILL ADDITION
TX0131197-000	JESUS & ROSA MUNOZ	DALE PROPERTY SERVICES, LLC	7/17/2008	D208307764	0.242	B1 L4, WESLEYAN HEIGHTS ADDITION
TX0107849-000	JESUS AND JULIA OROZCO	DALE PROPERTY SERVICES, LLC	1/15/2008	D208027916	0.431	B3 L12, ENGLEWOOD HEIGHTS ADDITION
TX0137970-000	JESUS C & ELIZABETH O GARCIA	DALE PROPERTY SERVICES, LLC	3/14/2009	D209089722	0.373	B14 W 30' OF L32 &E20' OF 33, BURCHILL 2ND FILING ADDITION
TX0127449-000	JESUS PEREZ	DALE PROPERTY SERVICES, LLC	6/24/2008	D208261324	0.183	BG L6, MILLETT ADDITION
TX0143326-000	JESUS VARELA & ROSA CASTREJON	DALE PROPERTY SERVICES, LLC	3/10/2010	D210058709	0.187	LOT 14, BLK 122 POLYTECHNIC HEIGHTS ADDITION
TX0141283-000	JIM ESTER CLARDY	DALE PROPERTY SERVICES, LLC	10/24/2009	D209286589	0.67	B4 L37AB 38, AVALON HEIGHTS ADDITION
TX0095130-000	JIMMY SMITH	DALE PROPERTY SERVICES, LLC	10/10/2007	D207374908	0.19	B2 L13 WESLEYAN HEIGHTS ADDITION
TX0108593-000	JN HESTER	DALE PROPERTY SERVICES, LLC	1/24/2008	D208043582	0.198	B3 L18, AVALON HEIGHTS ADDITION
TX0147175-000	JOE & LILIA GRIMALDO	DALE PROPERTY SERVICES, LLC	8/25/2010	D210208964	0.179	B8 L12, AVALON HEIGHTS ADDITION
TX0147177-000	JOE & LILIA GRIMALDO	DALE PROPERTY SERVICES, LLC	8/25/2010	D210208965	0.626	B14 L1, BURCHILL 2ND FILING ADDITION
TX0147179-000	JOE & LILIA GRIMALDO	DALE PROPERTY SERVICES, LLC	8/25/2010	D210208966	0.278	B2 L19AB, AVALON HEIGHTS ADDITION
TX0144883-000	JOEL & ALMA GONZALEZ	DALE PROPERTY SERVICES, LLC	5/11/2010	D210116222	0.281	B120 L7, POLYTECHNIC HEIGHTS ADDITION
TX0101577-000	JOEL & ANGELICA DE LEON	DALE PROPERTY SERVICES, LLC	10/27/2007	D207431509	0.271	BD L4, MILLETT ADDITION
TX0141846-000	JOHN S & CONNIE L HARWOOD	DALE PROPERTY SERVICES, LLC	12/8/2009	D209330165	0.222	LOT 2, BLOCK 1, AVALON HEIGHTS ADDITION
TX0145697-000	JOHN WALTI	DALE PROPERTY SERVICES, LLC	6/16/2010	D210152380	0.456	B1 L8, WESLEYAN HEIGHTS ADDITION
TX0145701-000	JOHN WALTI	DALE PROPERTY SERVICES, LLC	6/16/2010	D210152384	0.295	BG L9, MILLETT ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	ACRES	LEGAL DESCRIPTION
TX0146935-000	JOHNNY L CUNNINGHAM	DALE PROPERTY SERVICES, LLC	7/2/2010	D210200122	0.184	B6 L13, AVALON HEIGHTS ADDITION
TX0138746-000	JORGE & FATIMA L GARCIA	DALE PROPERTY SERVICES, LLC	5/7/2009	D209130033	0.229	B1 L2, WESLEYAN HEIGHTS ADDITION
TX0103166-000	JORGE & SHARON J JUAREZ	DALE PROPERTY SERVICES, LLC	11/15/2007	D207451628	0.258	B1 L13, WESLEYAN HEIGHTS ADDITION
TX0131963-000	JORGE ALBERTO VASQUEZ	DALE PROPERTY SERVICES, LLC	8/6/2008	D208318415	0.19	B17 L4, ENGLEWOOD HEIGHTS ADDITION
TX0107184-000	JORGE AND SHARON JUAREZ	DALE PROPERTY SERVICES, LLC	1/15/2008	D208028229	0.398	B12 L13 14, BURCHILL ADDITION
TX0134004-000	JOSE & JOSE LOPEZ	DALE PROPERTY SERVICES, LLC	8/22/2008	D208358867	0.183	BG L4, LT MILLETT ADDITION
TX0109892-000	JOSE & MARIA GUZMAN	DALE PROPERTY SERVICES, LLC	2/9/2008	D208060324	0.209	B17 L20, BURCHILL ADDITION
TX0097488-000	JOSE & MARTA MOZ	DALE PROPERTY SERVICES, LLC	10/25/2007	D207398245	0.199	B12 L5, BURCHILL ADDITION
TX0097676-000	JOSE & MARTA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	10/17/2007	D207395748	0.22	B14 L15 16, BURCHILL 2ND FILING ADDITION
TX0129210-000	JOSE & MATILDE ESCALERA	DALE PROPERTY SERVICES, LLC	7/6/2008	D208283436	0.183	BG L5, MILLETT ADDITION
TX0097847-000	JOSE & RAFAELA MENCHACA	DALE PROPERTY SERVICES, LLC	10/8/2007	D207401710	0.198	B11 L18 BURCHILL ADDITION
TX0043949-000	JOSE BARAJAS	PALOMA BARNETT, LLC	8/30/2007	D208027945	0.195	LOT 3, BLOCK 1, L T MILLET ADDITION
TX0143613-000	JOSE ELIAS VELASQUEZ	DALE PROPERTY SERVICES, LLC	3/16/2010	D210070599	0.241	LOT 17, BLOCK 14, BURCHILL ADDITION 2ND FILING
TX0147672-000	JOSE HINOJOSA	CHESAPEAKE EXPLORATION, LLC	9/11/2010	D210230218	0.181	B2 L27AB, AVALON HEIGHTS ADDITION
TX0140492-000	JOSE I C PORTILLO	DALE PROPERTY SERVICES, LLC	9/14/2009	D209247421	0.189	LOT 7A,7B, BLK 2, AVALON HEIGHTS ADDITION
TX0131485-000	JOSE I CABRERA	DALE PROPERTY SERVICES, LLC	6/18/2008	D208316342	0.372	B93 L17 & 18, POLYTECHNIC HEIGHTS ADDITION
TX0048287-000	JOSE J ARELLANO & L A MORALES	PALOMA BARNETT, LLC	12/18/2007	D208075552	0.175	LOTS 32A & 32B, BLOCK 2, AVALON HEIGHTS ADDITION
TX0067176-000	JOSE LUIS & MARIA RUBALEAVA	DALE PROPERTY SERVICES, LLC	3/6/2007	D207117811	0.189	L37 B14, BURCHILL ADDITION 2ND FILING
TX0141217-000	JOSE LUIS & MARY MARQUEZ	DALE PROPERTY SERVICES, LLC	10/19/2009	D209283204	0.557	B93 L14-16, POLYTECHNIC HEIGHTS ADDITION
TX0123943-000	JOSE MORA ETAL	DALE PROPERTY SERVICES, LLC	5/28/2008	D208212454	0.187	BF L3, MILLET ADDITION
TX0109922-000	JOSE SANTOS MARTINEZ	DALE PROPERTY SERVICES, LLC	2/16/2008	D208058443	0.186	B121 L5, POLYTECHNIC HEIGHTS ADDITION
TX0111863-000	JOSE SOTO & ELVA AYALA	DALE PROPERTY SERVICES, LLC	3/1/2008	D208080738	0.199	B12 L12, BURCHILL #2 FILING ADDITION
TX0111859-000	JOSE SOTO & ELVA AYALA	DALE PROPERTY SERVICES, LLC	3/1/2008	D208080739	0.264	B2 L1, WESLEYAN HEIGHTS ADDITION
TX0109849-000	JOSE VALDEZ	DALE PROPERTY SERVICES, LLC	2/16/2008	D208058426	0.299	B109 L9, POLYTECHNIC HEIGHTS ADDITION
TX0111654-000	JOSEFA AND CARLOS CAMPA	DALE PROPERTY SERVICES, LLC	2/25/2008	D208081274	0.187	BF L12, MILLET ADDITON
TX0138538-000	JOSEPH T & JUDY L BUNCH	DALE PROPERTY SERVICES, LLC	4/20/2009	D209111304	0.225	B3 L19AB, AVALON HEIGHTS ADDITION
TX0049037-000	JUAN & MANEULA RAMIREZ	PALOMA BARNETT, LLC	12/4/2007	D208103557	0.198	LOT 12, BLOCK 10, BURCH-HILL ADDITION, SECOND FILING
TX0047218-000	JUAN A HERRERA & G HERRERA	PALOMA BARNETT, LLC	8/21/2007	D208125046	0.184	LOT 7AB, BLOCK 4, AVALON HEIGHTS ADDITION
TX0144467-000	JUAN ANGEL MARTINEZ	DALE PROPERTY SERVICES, LLC	5/1/2010	D210105873	0.181	B86 L6, POLYTECHNIC HEIGHTS ADDITION
TX0045036-000	JUAN G, JR & MARVALYN RAMIREZ	PALOMA BARNETT, LLC	11/28/2007	D208032176	0.198	LOT 9, BLOCK 10, BURCHILL ADDITION, 2ND FILING
TX0064906-000	JUAN L & JUANA A PEREZ	DALE PROPERTY SERVICES, LLC	2/13/2007	D207097103	0.189	B14, L30, BURCHILL ADD
TX0109877-000	JUAN M VALDEZ	DALE PROPERTY SERVICES, LLC	2/18/2008	D208058438	0.187	B109 L11, POLYTECHNIC HEIGHTS ADDITION
TX0109869-000	JUAN M VALDEZ	DALE PROPERTY SERVICES, LLC	2/18/2008	D208058439	0.187	B109 L10, POLYTECHNIC HEIGHTS ADDITION
TX0109280-000	JUAN OLALDE	DALE PROPERTY SERVICES, LLC	2/7/2008	D208051719	0.186	B93 L6, POLYTECHNIC HEIGHTS ADDITION
TX0109281-000	JUAN OLALDE	DALE PROPERTY SERVICES, LLC	2/7/2008	D208051720	0.186	B93 L7, POLYTECHNIC HEIGHTS ADDITION
TX0116870-000	JUAN PABLO MASIAS	DALE PROPERTY SERVICES, LLC	4/10/2008	D208141606	0.198	B14 LC, BURCHILL 2ND FILING ADDITION
TX0142834-000	JUAN SALINAS VILLARREAL, WIDOW	DALE PROPERTY SERVICES, LLC	2/17/2010	D210039938	0.182	LOT 18AB, BLOCK 4, AVALON HEIGTHS ADDITION
TX0134207-000	JUSTIN JACKSON	DALE PROPERTY SERVICES, LLC	9/2/2008	D208363368	0.299	LOT 7, BLK 85, POLYTECHNIC HEIGHTS ADDITION
TX0141880-000	KAREN N TURNER	DALE PROPERTY SERVICES, LLC	11/28/2009	D209329937		LOT 13B, BLK 7, AVALON HEIGHTS ADDITION
TX0129199-000	KAREN POWELL	DALE PROPERTY SERVICES, LLC	7/12/2008	D208282705	0.188	B17 L11, ENGLEWOOD HEIGHTS ADDITION
TX0147843-000	KENNETH GUZMAN & JOSE GUZMAN	CHESAPEAKE EXPLORATION, LLC	9/17/2010	D210234407	0.189	B14 L35, BURCHILL 2ND FILING ADDITION
TX0133944-000	KURUVILLA CHEMMACHEL	DALE PROPERTY SERVICES, LLC	9/2/2008	D208358579	0.187	B86 L20, POLYTECHNIC HEIGHTS ADDITION
TX0140133-000	LARRY B & DIANA M RHODES	DALE PROPERTY SERVICES, LLC	8/7/2009	D209219945	0.615	B2 L1 37, AVALON HEIGHTS ADDITION
TX0144863-000	LARRY JOE REED	DALE PROPERTY SERVICES, LLC	4/26/2010	D210116201	0.182	LOT 29, BLOCK 8A, AVALON HEIGHTS ADDITION
TX0144864-000	LARRY JOE REED	DALE PROPERTY SERVICES, LLC	4/26/2010	D210116202	0.31	LOT 30, BLOCK 8A, AVALON HEIGHTS ADDITION
TX0048824-000	LARRY W & LEAN ESTHER HUGHES	PALOMA BARNETT, LLC	1/18/2008	D208096438	0.174	LOTS 13 & 14, BLOCK 7, GRAHAM PARK ADDITION
TX0044589-000	LAURA ARTEAGA & CLAUDIO DIAZ	PALOMA BARNETT, LLC	11/28/2007	D208030459	0.198	LOT 3, BLOCK 2, WESLEYAN HEIGHTS
TX0101547-000	LAURA DELEON CASTILLO	DALE PROPERTY SERVICES, LLC	10/17/2007	D207431507	0.199	B12 L19, BURCHILL ADDDITION 2ND FILING
TX0143343-000	LEONELY SANCHEZ & JOSE ANTHONY	DALE PROPERTY SERVICES, LLC	3/11/2010	D210058725	0.187	LOT 7, BLOCK 109, POLYTECHNIC HEIGHTS ADDITION
TX2207486-000	LEROY J YORK	DALE RESOURCES LLC	10/3/2006	D206342450	0.475	.308 AC, ALEXANDER THOMPSON SVY, A-1499

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	ACRES	LEGAL DESCRIPTION
TX0140132-000	LETICIA FARFAN	DALE PROPERTY SERVICES, LLC	8/7/2009	D209219944	0.182	B4 L19AB, AVALON HEIGHTS ADDITION
TX0140349-000	LETICIA PRECIADO	DALE PROPERTY SERVICES, LLC	8/27/2009	D209237149	0.279	B94 L12, POLYTECHNIC HEIGHTS ADDITION
TX0125056-000	LIDIA CERVERA	DALE PROPERTY SERVICES, LLC	6/9/2008	D208226323	0.181	B86 L9, POLYTECHNIC HEIGHTS ADDITION
TX0125098-000	LIDIA CERVERA	DALE PROPERTY SERVICES, LLC	6/9/2008	D208228497	0.181	B86 L8, POLYTECHNIC HEIGHTS ADDITION
TX0143778-000	LILLIAN F WILLIAMS	DALE PROPERTY SERVICES, LLC	3/29/2010	D210078487	0.187	LOT 19, BLOCK 86, POLYTECHNIC HEIGHT ADDITION
TX0058532-000	LINDA L ATKINS	DALE RESOURCES, LLC	12/15/2006	D207018415	0.188	LOT 18, BLK 3, ENGLEWOOD HEIGHTS ADDITION
TX0058534-000	LINDA L ATKINS	DALE RESOURCES, LLC	12/15/2006	D207018416	0.169	LOT 3, BLK 10, BURCHILL ADD, 2ND FILING
TX0088107-000	LINDA L ATKINS AKA LINDA L	DALE PROPERTY SERVICES, LLC	7/17/2007	D207333584	0.182	BJ, LOT 3, MILLETT ADDITION
TX0088107-000	LINDA L ATKINS AKA LINDA L	DALE PROPERTY SERVICES, LLC	7/17/2007	D207333584	0.283	B17, LOT 9, ENGLEWOOD HEIGHTS ADDITION
TX0140777-000	LIZA JANE MCGOODWIN	DALE PROPERTY SERVICES, LLC	9/18/2009	D209262115	0.187	LOT 11, BLOCK F, MILLETT ADDITION
TX0140779-000	LIZA MAE MCGOODWIN	DALE PROPERTY SERVICES, LLC	9/18/2009	D209262117	0.28	LOT 9, BLOCK 95, POLYTECHNIC HEIGHTS ADDITION
TX0146938-000	LLOYD A PULLAM	DALE PROPERTY SERVICES, LLC	8/5/2010	D210200125	0.238	B4 L34AB, AVALON HEIGHTS ADDITION
TX0146939-000	LLOYD A PULLAM	DALE PROPERTY SERVICES, LLC	8/5/2010	D210200126	0.238	B4 L32AB, AVALON HEIGHTS ADDITION
TX0146940-000	LLOYD A PULLAM	DALE PROPERTY SERVICES, LLC	8/5/2010	D210200127	0.238	B4 L33AB, AVALON HEIGHTS ADDITION
TX0146941-000	LLOYD A PULLAM	DALE PROPERTY SERVICES, LLC	8/5/2010	D210200128	0.235	B4 L36AB, AVALON HEIGHTS ADDITION
TX0146942-000	LLOYD A PULLAM	DALE PROPERTY SERVICES, LLC	8/5/2010	D210200129	0.238	B4 L35AB, AVALON HEIGHTS ADDITION
TX0046779-000	LONDON FUNDING LLC	PALOMA BARNETT, LLC	1/4/2008	D208038258	0.236	LOT 12, BLK 13, BURTON ACRES
TX0121196-000	LORENZA & ERNESTINE C FIELDS	DALE PROPERTY SERVICES, LLC	4/24/2008	D208184440	0.189	BLOCK 1, LOT 8, AVALON HEIGHTS ADDITION
TX0111909-000	LOUIS & MARIA RUIZ	DALE PROPERTY SERVICES, LLC	3/1/2008	D208080727	0.23	B2 L1 2, ENGLEWOOD HEIGHTS ADDITION
TX0113428-000	LOUIS & MARIA RUIZ	DALE PROPERTY SERVICES, LLC	3/5/2008	D208098881	0.187	B86 L16, POLYTECHNIC HEIGHTS ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.585	B3, LOTS 1AB, 2AB & 24AB, AVALON HEIGHTS
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.172	B8A, LOT 21, AVALON HEIGHTS
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.28	B86, LOT 12, POLYTECHNIC HEIGHTS ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.186	B93, LOT 3, POLYTECHNIC HEIGHTS ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.187	B109, LOT 5, POLYTECHNIC HEIGHTS ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	1.07	B122, LOTS 8-11, POLYTECHNIC HEIGHTS ADDITION BB, LOTS 9-12, BD, LOTS 1-3, N PART OF 4&5, BE, LOTS 1-6, BF
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	3.738	LOTS 1-4, POLYTECHNIC HEIGHTS SOUTH ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	2.028	BE, LOTS 5-12, AND BF, POYTECHNIC HEIGHTS ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	1.105	BE, LOTS 1B& 2B, 3 & 4A, 4B & 5, 11B & 12B, MILLETT ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.393	BK, LOTS 9&10, MILLETT ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.206	BL, LOT 1, MILLETT ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.534	BL, LOTS 2-4, MILLETT ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.198	B11, LOT 4, BURCHILL ADDITION 2ND FILING
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.443	B14, LOT 2 &13, BURCHILL ADDITION 2ND FILING
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.191	B2, LOT 2, WESLEYAN HEIGHTS ADDITION
TX0140384-000	LOUIS RUIZ & MARIA ANTONIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D208027535	0.643	BA, LOTS 5-8, POLYTECHNIC HEIGHTS SOUTH ADDITION
TX0115416-000	LUCIA & RODOLFO GONZALEZ	DALE PROPERTY SERVICES, LLC	3/18/2008	D208125387	0.185	B18 L5, ENGLEWOOD HEIGHTS ADDITION
TX0044607-000	LUCIO & GRACIELA ARRIAGA	PALOMA BARNETT, LLC	12/15/2007	D208030712	0.351	LOTS 10 & 11, MCCAULEY ADDITION
TX0048366-000	LUIS ALBERTO SOTO	PALOMA BARNETT, LLC	12/17/2007	D208079872	0.184	LOT NINE (9), BLOCK SIX (6), AVALON HEIGHTS ADDITION
TX0044814-000	LUIS I & MARIA C MULGADO	PALOMA BARNETT, LLC	11/9/2007	D208031436	0.187	LOT 7, BLOCK F, L T MILLETT ADDITION
TX0142029-000	LUIS RUIZ	DALE PROPERTY SERVICES, LLC	12/28/2009	D210000929		LOTS 5-8, BLK A, POLYTECHNIC HEIGHTS ADDN
TX0125204-000	LUIS VARGAS	DALE PROPERTY SERVICES, LLC	6/2/2008	D208214109	0.181	B86 L2, POLYTECHNIC HEIGHTS ADDITION
TX0046179-000	LUMINANT MINERAL DEVELOPMENT COMPANY, LLC	PALOMA BARNETT, LLC	11/1/2007	D207415967 D207415967	1.214	Blk H Lts 4 Thru 6 & N Pts Lts 1 Thru 3 Blk G
TX0046179-000	LUMINANT MINERAL DEVELOPMENT COMPANY, LLC	PALOMA BARNETT, LLC	11/1/2007	D207433874 D207415967	0.54	Blk C, Lots 6 & 7, Polytechnic Heights South Addn
TX0046179-000	LUMINANT MINERAL DEVELOPMENT COMPANY, LLC	PALOMA BARNETT, LLC	11/1/2007	D207433874	1.607	Blk D, Lots 6-12, Polytechnic Heights South Addn
TX0043029-000	LUMINANT MINERAL DEVELOPMENT COMPANY, LLC	PALOMA BARNETT, LLC	11/15/2007	D207449064	0.272	Blk 7, Lot 44, Graham Park Addition
TX0043029-000	LUMINANT MINERAL DEVELOPMENT COMPANY, LLC	PALOMA BARNETT, LLC	11/15/2007	D207449064	4.768	Blk 8, Lots 1-44, Graham Park Addition

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TX0043029-000	LUMINANT MINERAL DEVELOPMENT COMPANY, LLC	PALOMA BARNETT, LLC	11/15/2007	D207449064	1.036	Blk 47, Lots 14-21, Graham Park Addition
TX0141053-000	LYDIA G SALINAS	DALE PROPERTY SERVICES, LLC	10/9/2009	D209278097	0.184	B6 L12, AVALON HEIGHTS ADDITION
TX0089693-000	MA DAVIDSON FAMILY LP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207337484	0.127	.3903 AC, JW SUBLETT SVY, A-1409
TX0101552-000	MAGRUILIO PEREZSALCEDO & GRISELDA PEREZ	DALE PROPERTY SERVICES, LLC	11/10/2007	D207431545	0.156	B17 L21, BURCHILL 2ND FILING ADDITION
TX0094117-000	MAKESHA S WILSON	DALE PROPERTY SERVICES, LLC	10/4/2007	D207373017	0.193	B1 L19, WESLEYAN HEIGHTS ADDITION
TX0045529-000	MALONE INVESTMENT GROUP INC	PALOMA BARNETT, LLC	8/28/2007	D208044573	0.189	LOT 15, BLOCK 33, POLYTECHNIC HEIGHTS ADDITION
TX0140527-000	MANUEL & AGRIPINA VILLAVICENCIO	DALE PROPERTY SERVICES, LLC	9/10/2009	D209251149	0.368	LOTS 4,5, BLK 122, POLYTECHNIC HEIGHTS ADDITION
TX0109891-000	MANUEL & MARIA CASTANEDA	DALE PROPERTY SERVICES, LLC	2/16/2008	D208058452	0.182	BJ L7, MILLETT ADDITION
TX0109882-000	MANUEL ALBARO & MANUEL CASTANEDA	DALE PROPERTY SERVICES, LLC	2/16/2008	D208058434	0.292	BJ L8, MILLETT ADDITION
TX0109317-000	MANUEL MANRIQUEZ & ESMERALDA CHAVEZ	DALE PROPERTY SERVICES, LLC	1/19/2008	D208052263	0.19	L4, MCCAULLAY ADDITION
TX0109874-000	MANUEL VALDEZ	DALE PROPERTY SERVICES, LLC	2/16/2008	D208058437	0.299	B121 L8, POLYTECHNIC HEIGHTS ADDITION
TX0116912-000	MARCIA UDDOH	DALE PROPERTY SERVICES, LLC	4/4/2008	D208144303	0.475	B5 L4AB & 5AB, AVALON HEIGHTS ADDITION
TX0115661-000	MARCIA UDDOH, DBA COATLAXOPEUH	DALE PROPERTY SERVICES, LLC	4/4/2008	D208132224	0.217	B5 L2AB, AVALON HEIGHTS ADDITION
TX0115663-000	MARCIA UDDOH, DBA COATLAXOPEUH	DALE PROPERTY SERVICES, LLC	4/4/2008	D208132225	0.237	B5 L3AB, AVALON HEIGHTS ADDITION
TX0129441-000	MARCIAL PENA & MARIA HERNANDEZ	DALE PROPERTY SERVICES, LLC	7/7/2008	D208282679	0.192	B7 L6 L7, GRAHAM PARK ADDITION
TX0140657-000	MARGARET L NORRIS	DALE PROPERTY SERVICES, LLC	9/18/2009	D209255963	0.198	LOT 2, BLOCK 11, BURCHILL 2ND FILING ADDITION
TX0111912-000	MARIA & LOUIS F RUIZ	DALE PROPERTY SERVICES, LLC	3/1/2008	D208082761	0.187	LOT 14, BLOCK F, MILLETT ADDITION
TX0136913-000	MARIA DE LA LUZ ROBLES	DALE PROPERTY SERVICES, LLC	1/31/2009	D209029669	0.187	B2 L10AB, AVALON HEIGHTS ADDITION
TX0108499-000	MARIA DOLORES ROBLES	DALE PROPERTY SERVICES, LLC	1/30/2008	D208041910	0.184	B4 L8, AVALON HEIGHTS ADDITION
TX0107814-000	MARIA ELENA ROBLES	DALE PROPERTY SERVICES, LLC	1/27/2008	D208034588	0.239	B14 L14 15, BURCHILL ADDITION
TX0139145-000	MARIA GOMEZ	DALE PROPERTY SERVICES, LLC	6/4/2009	D209154010	0.228	B14 L40, BURCHILL ADDITION SECOND FILING
TX0138648-000	MARIA I NUNO	DALE PROPERTY SERVICES, LLC	4/23/2009	D209118628	0.192	B2 L4AB, AVALON HEIGHTS ADDITION
TX0047169-000	MARIA IRMA MORENO	PALOMA BARNETT, LLC	12/22/2007	D208061337	0.184	LOT 5, BLOCK 6, AVALON
TX0109272-000	MARIA JUAREZ	DALE PROPERTY SERVICES, LLC	1/9/2008	D208051715	0.198	B12 L2, BURCHILL ADDITION 2ND FILING
TX0097846-000	MARIANO CELESTINO MORENO	DALE PROPERTY SERVICES, LLC	10/22/2007	D207401709	0.188	B14 L25 BURCHILL ADDITION
TX0096660-000	MARIE CONTRERAS	DALE PROPERTY SERVICES, LLC	9/27/2007	D207393761	0.181	B2 L25A 25B, AVALON HEIGHTS ADDITION
TX0112818-000	MARIE LUCILLE MCINTOSH	DALE PROPERTY SERVICES, LLC	1/21/2008	D208093230	0.224	B3 L8AB, AVALON HEIGHTS ADDITION
TX0143615-000	MARJORIE HELEN MOSELEY	DALE PROPERTY SERVICES, LLC	3/4/2010	D210070600	0.263	LOT 11 & 12, BLOCK 111, POLYTECHNIC HEIGHTS ADDITION
TX0095791-000	MARK STEVEN JOHNSON	DALE PROPERTY SERVICES, LLC	10/13/2007	D207373143	0.249	B3 L22, ENGLEWOOD HEIGHTS ADDITION
TX0048457-000	MARLON T MOORE	PALOMA BARNETT, LLC	12/19/2007	D208085312	0.213	LOT 12, BLOCK 14, BURCHILL ADDITION SECOND FILING
TX0146709-000	MARTHA BARRON	DALE PROPERTY SERVICES, LLC	7/28/2010	D210191888	0.35	B2 L17, WESLEYAN HEIGHTS ADDITION
TX0058296-000	MARTIN & MARIA ASCENCIO	DALE PROPERTY SERVICES, LLC	1/16/2007	D207048689	0.297	B11 L20, BURCHILL 2ND FILING
TX0095377-000	MARTIN R MULLICAN	DALE PROPERTY SERVICES, LLC	10/9/2007	D207380942	0.184	B14 L6 7, BURCHILL ADDITION
TX0080541-000	MARVIN MONROE	DALE RESOURCES, LLC	10/31/2006	D207273754	0.691	B1 L2 3 4, A.H. FISH ADDITION
TX0080542-000	MARVIN MONROE & CLARICE MOSLEY	DALE RESOURCES, LLC	10/31/2006	D207273753	1.741	A1286, JOHN RINGER SURVEY
TX0127115-000	MARY EVELYN KING	DALE PROPERTY SERVICES, LLC	6/17/2008	D208247947	0.375	B5 L28R, AVALON HEIGHTS ADDITION
TX0145636-000 & TX0050722-000	MARY FERNANDEZ	DALE RESOURCES, LLC	11/13/2006	D206404211	0.184	B6 L11, AVALON HEIGHTS ADDITION
TX0048409-000	MARY TEZKOL	PALOMA BARNETT, LLC	11/13/2007	D208082331	0.695	LOTS 13B, 12AB, 15AB, 16B & 16B, BLOCK 7, AVALON HEIGHTS
TX0116834-000	MATTHEW LUCKEY II	DALE PROPERTY SERVICES, LLC	4/1/2008	D208141617	0.182	BLOCK 16, N 71 FT OF LOT C, BURCHILL 2ND FILING ADDITION
TX0048815-000	MAURIO T DIXON & A Y CRENSHAW	PALOMA BARNETT, LLC	1/3/2008	D208096422	0.187	LOT 11, BLOCK 120, POLYTECHNIC HEIGHTS ADDITION
TX2930207-000	MC MINERAL COMPANY LLC	CHESAPEAKE ROYALTY, L.L.C.	11/16/2009	D209302049	0.219	B17, LOTS 5 & 12A ENGLEWOOD HEIGHTS ADDITION
TX0146713-000	MELISSA CANTU	DALE PROPERTY SERVICES, LLC	7/28/2010	D210191890	0.189	B1 L6AB, AVALON HEIGHTS ADDITION
TX0141311-000	METRO BUYS HOMES LLC	DALE PROPERTY SERVICES, LLC	10/26/2009	D209286829	0.187	B109 L6, POLYTECHNIC HEIGHTS ADDITION
TX0115985-000	METRO BUYS HOMES, LLC	DALE PROPERTY SERVICES, LLC	4/8/2008	D208135278	0.187	LOT 18, BLOCK 86, POLYTECHNIC HEIGHTS ADDITION
TX0145510-000	METRO ROYALTY INC	DALE PROPERTY SERVICES, LLC	6/2/2010	D210141984	0.736	B7 L10AB, 11, 2 & 3AB, AVALON HEIGHTS ADDITION
TX0145510-000	METRO ROYALTY INC	DALE PROPERTY SERVICES, LLC	6/2/2010	D210141984	0.476	B5, LOT 14AB & 15AB, AVALON HEIGHTS ADDITION
TX0132403-000	MICHAEL JEFFERSON	DALE PROPERTY SERVICES, LLC	7/9/2008	D208327313	0.19	L3, MCCAULEY ADDITION
TX0080830-000	MIGUEL & MARIA CASTILLO	DALE PROPERTY SERVICES, LLC	7/9/2007	D207273712	0.187	B1 L9, ENGLEWOOD HEIGHTS ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	ACRES	LEGAL DESCRIPTION
TX0132543-000	MIRIA ALCALA & SERGIO VERA	DALE PROPERTY SERVICES, LLC	8/15/2008	D208333091	0.196	B17 L13, ENGLEWOOD HEIGHTS ADDITION
TX0139071-000	MISAEL ESPINO & JUANA IBARRA	DALE PROPERTY SERVICES, LLC	5/30/2009	D209147914	0.189	B14 L27 28, BURCHILL SECOND FILING ADDITION
TX0141204-000	MOHAMMAD S NOSHAHI	DALE PROPERTY SERVICES, LLC	10/14/2009	D209283150	0.3	B18 L1, ENGLEWOOD HEIGHTS ADDITION
TX0140966-000	NANCY ANN AUSTIN	DALE PROPERTY SERVICES, LLC	10/1/2009	D209272853	0.188	B17 L3, ENGLEWOOD HEIGHTS ADDITION
TX0131539-000	NEIGHBORHOOD HOUSING SERVICES OF FORT WO	DALE PROPERTY SERVICES, LLC	7/30/2008	D208313706	0.188	B2 L17, ENGLEWOOD HEIGHTS ADDITION
TX0147081-000	NEW YORK BANKERS	DALE PROPERTY SERVICES, LLC	8/18/2010	D210206550	0.187	BF L13, MILLETT ADDITION
TX0147290-000	NEW YORK BANKERS	DALE PROPERTY SERVICES, LLC	8/18/2010	D210216558	0.283	B120 L6, POLYTECHNIC HEIGHTS ADDITION
TX0139615-000	NORMA ELIZONDA	DALE PROPERTY SERVICES, LLC	7/1/2009	D209188324	0.248	B1 L5, WESLEYAN HEIGHTS ADDITION
TX0088002-000	NPOT CAPITAL PARTNERS I LP	DALE PROPERTY SERVICES, LLC	9/7/2007	D207333596	0.198	B11 L5, BURCHILL ADDITION SECOND FILING
TX0088061-000	NPOT PARTNERS I LP	DALE PROPERTY SERVICES, LLC	9/7/2007	D207333586	0.188	B17 L10, ENGLEWOOD HEIGHTS ADDITION
TX0139490-000	NPOT PARTNERS I LP	DALE PROPERTY SERVICES, LLC	6/8/2009	D209174421	0.237	B10 L14, BURCHILL 2ND FILING ADDITION
TX0140525-000	OSCAR & MARIA GUADALUPE HERNANDEZ	DALE PROPERTY SERVICES, LLC	9/8/2009	D209251148	0.16	LOT 20, BLK 14, BURCHILL ADDITION
TX0094663-000	OSCAR MELANSON	DALE PROPERTY SERVICES, LLC	10/8/2007	D207373019	0.199	B2 L5, WESLEYAN HEIGHTS ADDITION
TX0044063-000	P S JIMENEZ & A RUIZ SARMIENTO	PALOMA BARNETT, LLC	11/21/2007	D208028135	0.183	LOT 3, BLOCK K, L T MILLETT ADDITION
TX0147475-000	PABLO & MARIA IBARRA	CHESAPEAKE EXPLORATION, LLC	9/4/2010	D210222596	0.184	B4 L9AB, AVALON HEIGHTS ADDITION
TX0109920-000	PABLO & CARMEN LUNA	DALE PROPERTY SERVICES, LLC	2/16/2008	D208058442	0.299	B110 L12, POLYTECHNIC HEIGHTS ADDITION
TX0104523-000	PATRICIA & A CANO HERNANDEZ	DALE PROPERTY SERVICES, LLC	11/2/2007	D207452392	0.188	B2 L12, WESLEYAN HEIGHTS ADDITION
TX0139792-000	PATRICIA AGUILAR	DALE PROPERTY SERVICES, LLC	7/15/2009	D209193748	0.299	B110 L1, POYTECHNIC HEIGHTS ADDITION
TX0126479-000	PATRICIA QUEZADA	DALE PROPERTY SERVICES, LLC	6/6/2008	D208246452	0.337	B112 LJ, POLYTECHNIC HEIGHTS ADDITION
TX0131094-000	PATSY BERGERON	DALE PROPERTY SERVICES, LLC	7/22/2008	D208308097	0.186	B111 L9, POLYTECHNIC HEIGHTS
TX0138753-000	PAULETTE MARSHALL	DALE PROPERTY SERVICES, LLC	5/8/2009	D209130040	0.479	B4 L30AB 31AB, AVALON HEIGHTS ADDITION
TX0109255-000	PAULINA NAVARRO	DALE PROPERTY SERVICES, LLC	12/28/2007	D208052241	0.189	B17 L16, BURCHILL ADDITION 2ND FILING
TX0140011-000	PEARLIE B HENDERSON	DALE PROPERTY SERVICES, LLC	7/31/2009	D209206100	0.188	B14 L29, BURCHILL 2ND FILING ADDITION
TX0124869-000	PEDRO & MARIA I GONZALEZ	DALE PROPERTY SERVICES, LLC	5/27/2008	D208212718	0.187	B95 L11, POLYTECHNIC HEIGHTS ADDITION
TX0129417-000	PEDRO ARTEMIO MARTINEZ RUEDA	DALE PROPERTY SERVICES, LLC	6/30/2008	D208283178	0.271	B87 L1, POLYTECHNIC HEIGHTS ADDITION
TX0140246-000	PENELOPE GAYLE SMITH	DALE PROPERTY SERVICES, LLC	8/24/2009	D209228629	0.189	B14 L35 36, BURCHILL ADDITION 2ND FILING ADDITION
TX0147311-000	PETER MITCHELL & DARLA MITCHEL	DALE PROPERTY SERVICES, LLC	8/23/2010	D210218899	0.198	B11 L16, BURCHILL 2ND FILING ADDITION
TX0075053-000	PH & W PARTNERS INC	DALE PROPERTY SERVICES, LLC	6/11/2007	D207218687	0.299	B121 L9, POLYTECHNIC HEIGHTS ADDITION
TX0142556-000	RABIH ALHAMWI	DALE PROPERTY SERVICES, LLC	2/3/2010	D210032138	0.238	LOT 8AB, BLK 5 AVALON HEIGHTS
TX0142557-000	RABIH ALHAMWI, A SINGLE PERSON	DALE PROPERTY SERVICES, LLC	2/3/2010	D210032139	0.476	LOTS 6AB, 7AB, BLK 5, AVALON HEIGHTS
TX0067185-000	RAFAEL & PAULINA NAVARRO	DALE PROPERTY SERVICES, LLC	3/8/2007	D207114097	0.444	LA B14, BURCHILL ADDITION
TX0140589-000	RAFAEL CHAVEZ	DALE PROPERTY SERVICES, LLC	9/14/2009	D209250809	0.203	LOTS 11 & 12, BLOCK 111, POLYTECHNIC HEIGHTS ADDITION
TX0143147-000	RAFAEL CHAVEZ	DALE PROPERTY SERVICES, LLC	3/4/2010	D210050925	0.186	LOT 10, BLOCK 111, POLYTECHNIC HEIGHTS ADDITION
TX0056307-000	RAMON JR & VERONICA ROMERO	DALE RESOURCES LLC	7/21/2006	D207011672	2.473	B7, Lots 15-21A & 23-41, GRAHAM PARK ADDITION
TX2205325-000	RAMON ROMERO	DALE RESOURCES LLC	9/11/2006	D206319353	3.117	LOT 1, YE OLE BELLYE ACRES ADDITION
TX0140735-000	RAMON SALAZAR	DALE PROPERTY SERVICES, LLC	9/23/2009	D209258118	0.184	LOT 7, BLOCK 14, BURCHILL ADDITION
TX0134067-000	RAQUEL SAUCEDO	DALE PROPERTY SERVICES, LLC	9/10/2008	D208361401	0.368	B4 L14A 14B 15A 15B, AVALON HEIGHTS ADDITION
TX0046684-000	RAUL & IRENE ANGEL	PALOMA BARNETT, LLC	11/30/2007	D208031703	0.188	LOT 18, BLOCK 2, ENGLEWOOD HEIGHTS
TX0109987-000	RAUL & MARCELA TORRES	DALE PROPERTY SERVICES, LLC	2/8/2008	D208059864	0.18	B1 L10, WESLEYAN HEIGHTS ADDITION
TX0140658-000	RAUL SALVADOR GALVEZ	DALE PROPERTY SERVICES, LLC	9/11/2009	D209255964	0.225	LOT 23, BLOCK 14, BURCHILL 2ND FILING ADDITION
TX0126477-000	RAYMOND BERRYHILL SR	DALE PROPERTY SERVICES, LLC	5/30/2008	D208246451	0.139	BD L1A, MILLETT ADDITION
TX0127116-000	RAYMOND BERRYHILL SR	DALE PROPERTY SERVICES, LLC	5/30/2008	D208247948	0.178	BD L1, MILLETT ADDITION
TX0113441-000	RAYMUNDO & MARIA GUADALUPE	DALE PROPERTY SERVICES, LLC	3/8/2008	D208098887	0.187	B21 L2,ENGLEWOOD HEIGHTS ADDITION
TX0142831-000	REATHA JUANITA HENDERSON FITE	DALE PROPERTY SERVICES, LLC	2/15/2010	D210039937	0.166	LOT 28AB, BLOCK 3, AVALON HEIGHTS ADDITION
TX0127110-000	REBA L HENRY	DALE PROPERTY SERVICES, LLC	6/11/2008	D208247942	0.186	B111 L3, POLYTECHNIC HEIGHTS ADDITION
TX0145197-000	REEDER REAL ESTATE LP	DALE PROPERTY SERVICES, LLC	5/21/2010	D210132368	0.187	B2 L16AB, AVALON HEIGHTS ADDITION
TX0143336-000	REGINA SMITH	DALE PROPERTY SERVICES, LLC	3/9/2010	D210058719	0.239	LOT 17, BLK 9 WESLEYAN HILLS ADDITION
TX0143337-000	REGINA SMITH	DALE PROPERTY SERVICES, LLC	3/9/2010	D210058720	0.199	LOT 8, BLK 12 BURCHILL 2ND FILING ADDITION
TX0143340-000	REGINA SMITH	DALE PROPERTY SERVICES, LLC	3/9/2010	D210058723	0.199	LOT 9, BLK 12 BURCHILL 2ND FILING ADDITION
TX0143344-000	REGINA SMITH	DALE PROPERTY SERVICES, LLC	3/9/2010	D210058727	0.595	LOTS 15, 16, BLOCK 9, WESLEYAN HILLS ADDITION

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TX0143439-000	REGINA SMITH	DALE PROPERTY SERVICES, LLC	3/9/2010	D210064301	0.199	LOT 10, BLK 12 BURCHILL 2ND FILING ADDITION
TX0143440-000	REGINA SMITH	DALE PROPERTY SERVICES, LLC	3/9/2010	D210064302	0.199	LOT 7, BLK 12 BURCHILL 2ND FILING ADDITION
TX0143533-000	RENE R VARGAS	DALE PROPERTY SERVICES, LLC	3/23/2010	D210071702	0.187	LOT 14, BLOCK 121, POLYTECHNIC HEIGHTS ADDITION
TX0139581-000	RENEA LEE	DALE PROPERTY SERVICES, LLC	6/25/2009	D209183342	0.303	BE L11A 12A, MILLETT ADDITION
TX0097675-000	RENEE CONTRERAS	DALE PROPERTY SERVICES, LLC	10/2/2007	D207395493	0.178	B8 L6, AVALON ADDITION
TX0097677-000	RENEE CONTRERAS	DALE PROPERTY SERVICES, LLC	10/2/2007	D207395496	0.181	B2 L22AB, AVALON HEIGHTS ADDITION
TX0092931-000	RENEE MCKEE	DALE PROPERTY SERVICES, LLC	9/27/2007	D207364641	0.147	B3 L14AB, AVALON HEIGHTS ADDITION
TX0092651-000	RESTORATION PROPERTIES INC	DALE PROPERTY SERVICES, LLC	8/20/2007	D207355166	0.184	B14 L11, BURCHILL ADDITION 2ND FILING
TX0141484-000	RHONDA ADAMS	DALE PROPERTY SERVICES, LLC	11/9/2009	D209298136	0.183	BD L10, MILLETT ADDITION
TX0045605-000	RICARDO & MARIA VALENZUELA	PALOMA BARNETT, LLC	11/30/2007	D208069114	0.182	LOT 21AB, BLOCK 4, AVALON HEIGHTS ADDITION
TX0139583-000	RICARTE N MEENCHACA	DALE PROPERTY SERVICES, LLC	6/25/2009	D209183344	0.188	B120 L3, POLYTECHNIC HIEGHTS ADDITION
TX0067508-000	RICHARD F SCOTT II	DALE PROPERTY SERVICES, LLC	3/24/2007	D207124458	0.184	L7 B6, AVALON HEIGHTS
TX0101885-000	RITO & BASILIA GARCIA	DALE PROPERTY SERVICES, LLC	11/26/2007	D207435841	0.187	B122 L13, POLYTECHNIC HEIGHTS ADDITION
TX0147214-000	ROBERT HANSEN	DALE PROPERTY SERVICES, LLC	8/21/2010	D210208998	0.271	B16 L6, BURCHILL 2ND FILING ADDITION
TX0134065-000	ROBERTO & MARIA ORTEGA	DALE PROPERTY SERVICES, LLC	8/22/2008	D208361400	0.197	B1 L15AB, AVALON HEIGHTS ADDITION
TX0133358-000	ROBERTO AND MARIA ORTEGA	DALE PROPERTY SERVICES, LLC	8/22/2008	D208345863	0.22	LOT A, BURCHILL'S SUB OF AVALON HEIGHTS ADDITION
TX0048791-000	ROBERTO NAVA	PALOMA BARNETT, LLC	1/18/2008	D208095963	0.186	PT LOT 9, BLOCK 93, POLYTECHNIC HEIGHTS ADDITION
TX0043981-000	ROGELIO & LUCIA RAMIREZ	PALOMA BARNETT, LLC	10/23/2007	D208028033	0 294	LOT 1, BLOCK K, L T MILLETT ADDITION
TX0064566-000	RONALD E. OLMAN	DALE PROPERTY SERVICES, LLC	2/28/2007	D207093967	0.174	B2 L32 33, AVALON HEIGHTS ADDITION
TX0045248-000	ROOSEVELT DAWSON, JR	PALOMA BARNETT, LLC	11/10/2007	D208032879	0.187	PT LOT 12AB, BLOCK 2, AVALON HEIGHTS
TX0045249-000	ROSA ISELA MOYA	PALOMA BARNETT, LLC	11/20/2007	D208032880	0.189	LOT 33, BLOCK 14, BURCHILL ADDITION 2ND FILING
TX0140787-000	ROSA MARIE RAMIREZ	DALE PROPERTY SERVICES, LLC	9/24/2009	D209262122	0.288	LOTS 3A&3B, BLOCK 4, AVALON HEIGHTS ADDITION
TX0058077-000	ROSA ROBLES	DALE RESOURCES, LLC	12/1/2006	D207009839	0.15	B17 L24 OF THE BURCHILL SECOND ADDITION
TX0140720-000	ROSARIO PRECIADO GONZALEZ	DALE PROPERTY SERVICES, LLC	9/18/2009	D209258218	0.187	LOT 12, BLOCK 109, POLYTECHNIC HEIGHTS ADDITION
TX0143447-000	ROSCOE H FINCHER	DALE PROPERTY SERVICES, LLC	3/15/2010	D210065935	0.238	LOT 11AB, BLOCK 5, AVALON HEIGHTS
TX0143448-000	ROSCOE H FINCHER	DALE PROPERTY SERVICES, LLC	3/15/2010	D210065936	0.238	LOT 12AB, BLOCK 5, AVALON HEIGHTS
TX0143449-000	ROSCOE H FINCHER	DALE PROPERTY SERVICES, LLC	3/15/2010	D210065937	0.238	LOT 10AB, BLOCK 5, AVALON HEIGHTS
TX0126506-000	ROSIE L MITCHELL	DALE PROPERTY SERVICES, LLC	6/9/2008	D208246424	0.298	B93 L1, POLYTECHNIC HEIGHTS ADDITION
TX0139161-000	ROYCE L LARSON	DALE PROPERTY SERVICES, LLC	6/3/2009	D209155319	0.184	B1 L29AB, AVALON HEIGHTS ADDITION
TX0139166-000	ROYCE L LARSON	DALE PROPERTY SERVICES, LLC	6/3/2009	D209155324	0.184	B1 L28AB, AVALON HEIGHTS ADDITION
TX0145680-000	RUBY C HORNBUCKLE	DALE PROPERTY SERVICES, LLC	6/15/2010	D210152363	0.61	B16 L6-8, ENGLEWOOD HEIGHTS ADDITION
TX0096036-000	RUDORTHA ROBERTS	DALE PROPERTY SERVICES, LLC	9/17/2007	D207387224	0.466	B94 L1 2, POLYTECHNIC HEIGHTS ADDITION
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698	0.179	B2, LOT 8AB, AVALON HEIGHTS
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698	0.186	B93, LOT 8, POLYTECHNIC HEIGHTS ADDITION
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698	0.186	B93, LOT 21, POLYTECHNIC HEIGHTS ADDITION
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698	0.182	BG, LOT 14, MILLETT ADDITION
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698	0.119	BI, LOT 6, MILLETT ADDITION
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698	0.06	B10 S35' OF LOT 4, BURCHILL ADDITION 2ND FILING
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698	0.278	B14, LOT B, BURCHILL ADDITION 2ND FILING
TX0045151-000	SACRAMENTO & IRMA MUNOZ	PALOMA BARNETT, LLC	12/1/2007	D208032707	0.182	LOT 3, BLOCK G, MILLETT ADDITION
TX0127259-000	SAMMIE LEE & MONICA WILSON	DALE PROPERTY SERVICES, LLC	6/6/2008	D208254438	0.298	B93 L22, POLYTECHNIC HEIGHTS ADDITION
TX0123928-000	SAMMY & MOMIE SNEED	DALE PROPERTY SERVICES, LLC	5/23/2008	D208212448	0.188	B120 L4, POLYTECHNIC HEIGHTS ADDITION
TX0141288-000	SAMUEL STEVE JACKSON	DALE PROPERTY SERVICES, LLC	10/26/2009	D209286594	0.186	B4 L4AB, AVALON HEIGHTS ADDITION
TX0115939-000	SANDRA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	4/2/2008	D208131171	0.181	B86 L10, POLYTECHNIC HEIGHTS ADDITION
TX0145681-000	SANDRA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	6/15/2010	D210152364	0.188	B3 L17, ENGLEWOOD HEIGHTS ADDITION
TX0480145-000	SANTOS & MARIA ROJAS	PALOMA BARNETT, LLC	12/12/2007	D208092570	0.182	LOT 20AB, BLK 4, AVALON HEIGHTS
TX0112404-000	SCOTT & KAREN WEIGAND	DALE PROPERTY SERVICES, LLC	3/8/2008	D208091291	0.179	B8A L25 & S 25' L26, AVALON HEIGHTS ADDITION
TX0131556-000	SECRETARIAT LLC	DALE PROPERTY SERVICES, LLC	6/26/2008	D208314186	0.559	B87 L12 13, POLYTECHNIC HEIGHTS ADDITION
TX0131557-000	SECRETARIAT LLC	DALE PROPERTY SERVICES, LLC	6/26/2008	D208314187	8.278	A1286, JOHN RINGER SURVEY
TX0108459-000	SHEILA REED TERRY	DALE PROPERTY SERVICES, LLC	1/28/2008	D208041904	0.198	B10 L16, BURCHILL ADDITION

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TX0047348-000	SHERWOOD TEXAS LTD PTRSHP, LP	PALOMA BARNETT, LLC	1/4/2008	D208062801		
TX0139667-000	SHIRLEY RUSSELL	DALE PROPERTY SERVICES, LLC	7/1/2009	D209188304	0.187	B121 L15, POLYTECHNIC HEIGHTS ADDITION
TX0048992-000	SHIRLEY SPIVEY	PALOMA BARNETT, LLC	1/2/2008	D208102136	0.299	LOT 12, BLOCK 120, POLYTECHNIC HEIGHTS ADDITION
TX0097522-000	SILVANO SERNA	DALE PROPERTY SERVICES, LLC	10/5/2007	D207380980	0.228	B10 L6, BURCHILL ADDITION
TX0124896-000	SIMON CASTILLO	DALE PROPERTY SERVICES, LLC	5/27/2008	D208212723	0.184	B122 L6, POLYTECHNIC HEIGHTS ADDITION
TX0048657-000	SONIA & RENEE LOPEZ	PALOMA BARNETT, LLC	10/8/2007	D208092561	0.298	LOT 1, BLOCK 12, BURCH-HILL ADDITION, SECOND FILING
TX0142989-000	SONYA BERRYHILL	DALE PROPERTY SERVICES, LLC	2/25/2010	D210044106	0.187	LOT 10, BLK 120 POLYTECHNIC HEIGHTS ADDITION
TX0099290-000	STELLA & JAVIER GONZALEZ	DALE PROPERTY SERVICES, LLC	10/11/2007	D207414397	0.176	B2 L31, AVALON HEIGHTS ADDITION
TX0114169-000	STEPHEN D HARRISON	DALE PROPERTY SERVICES, LLC	3/20/2008	D208107943	0.213	B7 L14AB, AVALON HEIGHTS ADDITION
TX0110596-000	SUE W BEASLEY	DALE PROPERTY SERVICES, LLC	2/4/2008	D208071297	0.227	L13, A H FISH ADDITION
TX0111153-000	SUE W BEASLEY	DALE PROPERTY SERVICES, LLC	2/4/2008	D208075276	0.229	L5, AH FISH ADDITION
TX0094897-000	SYLVIA J CORNELL	DALE PROPERTY SERVICES, LLC	10/16/2007	D207373144	0.17	B14 L28, BURCHILL ADDITION
TX0141604-000	TARRANT REGIONAL WATER	DALE PROPERTY SERVICES, LLC	11/19/2009	D209309689	6.279	A418 T13 & T10 & 10B, JOHN DAVIS SURVEY
TX0141604-000	TARRANT REGIONAL WATER	DALE PROPERTY SERVICES, LLC	11/19/2009	D209309689	1.174	B47, LOTS 10-13, GRAHAM PARK ADDITION
MD0002023-000	TDHB, INC AND/OR JERRY FARISH	MC MINERAL COMPANY LLC	4/14/2008	D208345250	0.185	LOT 4R, BLK 14, BURCHILL ADDITION
TX0073408-000	TDHB, INC.	DALE PROPERTY SERVICES, LLC	5/14/2007	D207178894	0.182	BJ L2, MILLETT ADDITION
TX0047726-000	TERESA AGUIRRE	PALOMA BARNETT, LLC	12/31/2007	D208066032	0.193	LOT 22, BLOCK 1, WESLEYAN HEIGHTS ADDITION, FIRST FILIN
TX0048140-000	TERESA L WILHITE	PALOMA BARNETT, LLC	11/5/2007	D208072653	0.183	LOT 7D & LOT 7, BLOCK K, MILLET ADDITION
TX0077138-000	THELMA M WARREN	DALE PROPERTY SERVICES, LLC	7/2/2007	D207237952	0.303	B17 L1, ENGLEWOOD HEIGHTS ADDITION
TX0097852-000	THELMA MITCHELL	DALE PROPERTY SERVICES, LLC	10/22/2007	D207401704	0.184	B14 L11 BURCHILL ADDITION
TX0121467-000	THIRD PLACE, LLC	DALE PROPERTY SERVICES, LLC	5/14/2008	D208186922	0.238	B5 L13AB, AVALON HEIGHTS ADDITION
TX0135439-000	TOM WITTROCK	DALE PROPERTY SERVICES, LLC	9/15/2008	D208444374	0.328	LOT 2, BLK 8, AVALON HEIGHTS ADDITION
TX0044360-000	TRACY L JONES	PALOMA BARNETT, LLC	11/16/2007	D208029817	0.199	LOT 11, BLOCK 12, BURCHILL ADDITION 2ND FILING
TX0142740-000	TRAVIS ALLEN	DALE PROPERTY SERVICES, LLC	2/10/2010	D210035760	0.514	LOT 1, BLK 8B AVALON HEIGHTS ADDITION
TX0137946-000	TYSHUA CHRISTINE JACKSON	DALE PROPERTY SERVICES, LLC	3/25/2009	D209090348	0.184	B7 L4AB, AVALON HEIGHTS ADDITION
TX0123993-000	UNITED LAND HOLDINGS LTD.	DALE PROPERTY SERVICES, LLC	5/27/2008	D208212466	0.496	B121 L1, POLYTECHNIC HEIGHTS ADDITION
TX0048250-000	V VIVAS & O A NOLASCOS, JR	PALOMA BARNETT, LLC	12/12/2007	D208074347	0.189	LOT 21, BLOCK 3, ENGLEWOOD HEIGHTS ADDITION
TX0139345-000	VAN T MCGRAW	DALE PROPERTY SERVICES, LLC	6/16/2009	D209164365	0.186	B93 L5, POLYTECHNIC HEIGHTS ADDITION
TX0128302-000	VELECIA WISE	DALE PROPERTY SERVICES, LLC	6/23/2008	D208261481	0.299	B111 L6, POLYTECHNIC HEIGHTS ADDITION
TX0086171-000	VENNETTA WOODARD	DALE PROPERTY SERVICES, LLC	8/8/2007	D207305558	0.198	B11 L17, BURCHILL ADDITION
TX0044082-000	VICKIE BIRDOW	PALOMA BARNETT, LLC	11/24/2007	D208028173	0.298	BLK 16, LOT F, L.T. MILLET ADDITION
TX0146554-000	VICKY COLE	DALE PROPERTY SERVICES, LLC	7/29/2010	D210187844	1.43	B8B L4-6, AVALON HEIGHTS ADDITION
TX0048406-000	VICTOR & MARGARITA LUGO	PALOMA BARNETT, LLC	11/20/2007	D208082327	0.294	LOT 2, BLOCK K, MILLETT ADDITION
TX0048662-000	VICTOR H & MARIA A GONZALES	PALOMA BARNETT, LLC	1/14/2008	D208092566	0.183	LOT 7, BLOCK G, MILLET ADDITION
TX0143365-000	VICTOR MARTINEZ	DALE PROPERTY SERVICES, LLC	3/16/2010	D210061256	0.178	LOT 27AB, BLK 3, AVALON HEIGHTS ADDITION
TX0123669-000	VICTORINO LARA & YOLANDA CASTILLO FUENTES	DALE PROPERTY SERVICES, LLC	5/23/2008	D208208259	0.187	B86 L13, POLYTECHNIC HEIGHTS ADDITION
TX0127111-000	VIOLET BIRGE WHITE	DALE PROPERTY SERVICES, LLC	6/11/2008	D208247943	0.487	B120 L1 2, POLYTECHNIC HEIGHTS ADDITION
TX0133614-000	VOLUNTEERS OF AMERICA TEXAS,	DALE PROPERTY SERVICES, LLC	8/22/2008	D208349554	2.449	Blk 87 Lts 7-11, 14-17 W pt 18
TX0133616-000	VOLUNTEERS OF AMERICA TEXAS,	DALE PROPERTY SERVICES, LLC	8/22/2008	D208349556	0.181	B87 LD, POLYTECHNIC HEIGHTS ADDITION
TX0133617-000	VOLUNTEERS OF AMERICA TEXAS,	DALE PROPERTY SERVICES, LLC	8/22/2008	D208349557	0.185	B92 L4, POLYTECHNIC HEIGHTS ADDITION
TX0133618-000	VOLUNTEERS OF AMERICA TEXAS,	DALE PROPERTY SERVICES, LLC	8/22/2008	D208349558	3.156	B92 L7-22, POLYTECHNIC HEIGHTS ADDITION
TX0133619-000	VOLUNTEERS OF AMERICA TEXAS,	DALE PROPERTY SERVICES, LLC	8/22/2008	D208349559	0.371	B92 L 5 6, POLYTECHNIC HEIGHTS ADDITION
TX0133620-000	VOLUNTEERS OF AMERICA TEXAS,	DALE PROPERTY SERVICES, LLC	8/22/2008	D208349560		B87 E1/2 L18, POLYTECHNIC HEIGHTS ADDITION
TX0144074-000	WELPMAN FAMILY TRUST DATED	DALE PROPERTY SERVICES, LLC	4/12/2010	D210087381	0.192	LOTS 4, 5, BLOCK 7, GRAHAM PARK ADDITION
TX0144077-000	WELPMAN FAMILY TRUST DTD	DALE PROPERTY SERVICES, LLC	4/12/2010	D210087384	0.466	LOTS 1-3, BLOCK 7, GRAHAM PARK ADDITION
TX0139914-000	WENCESLADO C GARCIA	DALE PROPERTY SERVICES, LLC	7/22/2009	D209202549	0.186	B121 L4, POLYTECHNIC HEIGHT ADDITION
TX0079107-000	WILLARD E & BARBARA WILLIAMS	DALE PROPERTY SERVICES, LLC	7/6/2007	D207251939	0.373	B95 L7 8, POLYTECHNIC HEIGHTS ADDITION
TX0140597-000	WILLARD ELDON WILLIAMS	DALE PROPERTY SERVICES, LLC	9/15/2009	D209250817	0.385	LOT 11, BLOCK 9, WESLEYAN HILLS ADDITION
TX0145434-000	WILLIAM JACKSON	DALE PROPERTY SERVICES, LLC	6/10/2010	D210143950	0.322	B8B L2, AVALON HEIGHTS ADDITION
TX0146853-000	WILLIE ARTHUR DOUGLAS	DALE PROPERTY SERVICES, LLC	7/26/2010	D210198138	0.229	L6, AH FISH ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	ACRES	LEGAL DESCRIPTION
TX0146936-000	WILLIE ARTHUR DOUGLAS	DALE PROPERTY SERVICES, LLC	7/26/2010	D210200123	0.228	L7, AH FISH ADDITION
TX0144918-000	WILLIE B THOMAS	DALE PROPERTY SERVICES, LLC	5/10/2010	D210118474	0.244	B3 L3, GLENCREST ADDITION
TX0091752-000	WILLIE BUTLER	DALE PROPERTY SERVICES, LLC	9/10/2007	D207356458	0.181	B2 L24AB AVALON HEIGHTS ADDITION
TX0139250-000	WILLIE JR & EVELYN WASHINGTON	DALE PROPERTY SERVICES, LLC	6/10/2009	D209159274	0.182	B4 L17, AVALON HEIGHTS ADDITION
TX0097584-000	WILLIE LEE HIGHTOWER	DALE PROPERTY SERVICES, LLC	10/9/2007	D207399935	0.193	B1 L21, WESLEYAN HEIGHTS ADDITION
TX0137649-000	ZELRO & GLORIA JEAN DANIELS	DALE PROPERTY SERVICES, LLC	3/5/2009	D209065499	0.208	LOT 14, AH FISH ADDITION
TX0137676-000	ZELRO & GORIA JEAN DANIELS	DALE PROPERTY SERVICES, LLC	3/5/2009	D209065403	0.763	L17, AH FISH ADDITION
TX0101197-000	ZEPHER LEE JONES	DALE PROPERTY SERVICES, LLC	11/6/2007	D207423823	0.193	B1 L18, WESLEYAN HEIGHTS ADDITION

END OF EXHIBIT "A"

MADDOX UNIT LEGAL DESCRIPTION

EXHIBIT "B"

301.501 acre MADDOX UNIT, situated in the J. DAVIS SURVEY, A-418, J.W. HAYNES SURVEY, A-778, J.W. HAYNES SURVEY, A-779, M. & W. SURVEY, A-1113, J. RINGER SURVEY, A-1286 and the A. THOMPSON SURVEY, A-1499, Tarrant County, Texas, said MADDOX UNIT being more particularly described as follows;

Beginning at a point at the most easterly northeast corner of the herein described MADDOX UNIT, in the centerline intersection of Avenue "N" and Bishop Street, said point being N 36°35'47" E, 42.92 feet from a 1/2" iron rod found at the northeast corner of Lot 1, Block B-R, L.T. MILLETT ADDITION, an Addition in Tarrant County, Texas, according to the Plat recorded in Plat Cabinet B, Slide 89, Plat Records, Tarrant County, Texas, said point having a NAD 83 coordinate value of X=2344709.089, Y=6948355.744;

THENCE S 00°15'14" E a distance of 620.83 feet to a point for a corner of the herein described Unit;

THENCE S 00°42'07" E a distance of 379.40 feet to a point for a corner of the herein described Unit;

THENCE S 00°00'19" W a distance of 634.72 feet to a point for a corner of the herein described Unit, from which a ½" iron rod found bears N 43°10'03" W, 36.54 feet;

THENCE S 89°50'59" W a distance of 1036.67 feet to a point for a corner of the herein described Unit;

THENCE S 00°32'55" E a distance of 26.29 feet to a point for a corner of the herein described Unit;

THENCE S 89°38'45" W a distance of 1654.90 feet to a point at the beginning of a curve to the left whose radius is 228.27 feet and whose long chord bears S 73°57'57" W, 104.64 feet;

THENCE along said curve in a southwesterly direction, through a central angle of 26°29'53", an arc length of 105.57 feet to a point at the end of said curve;

THENCE S 52°28'53" W a distance of 44.47 feet to a point at the beginning of a curve to the right whose radius is 259.08 feet and whose long chord bears S 70°59'32" W, 155.05 feet;

THENCE along said curve in a southwesterly direction, through a central angle of 34°49'29", an arc length of 157.47 feet to a point at the end of said curve;

THENCE S 88°24'15" W a distance of 125.85 feet to a point for a corner of the herein described Unit;

THENCE N 57°43'56" W a distance of 212.71 feet to a point for a corner of the herein described Unit;

THENCE N 53°21'56" W a distance of 521.79 feet to a Highway Monument found for a corner of the herein described Unit;

THENCE N 44°30'50" W a distance of 143.34 feet to a point for a corner of the herein described Unit;

THENCE N 53°44'00" W a distance of 462.42 feet to a point for a corner of the herein described Unit;

THENCE S 70°29'00" W a distance of 25.00 ; feet to a point for a corner of the herein described Unit

THENCE N 30°01'00" W a distance of 33.00 feet to a point for a corner of the herein described Unit;

THENCE N 53°44'00" W a distance of 190.00 feet to a point for a corner of the herein described Unit;

THENCE N 52°21'52" W a distance of 349.96 feet to a point for a corner of the herein described Unit;

THENCE N 53°44'11" W a distance of 295.62 feet to a point for a corner of the herein described Unit;

THENCE N 56°45'11" W at 875.50 feet passing a 1/2" iron rod found, and continuing, in all, a distance of 904.36 feet to a point for a corner of the herein described Unit;

THENCE N 00°12'53" E a distance of 432.52 feet to a point for a corner of the herein described Unit;

THENCE N 89°47'07" W a distance of 502.50 feet to a point for a corner of the herein described Unit;

THENCE N 00°12'53" E a distance of 50.00 feet to a point for a corner of the herein described Unit;

THENCE N 89°47'07" W a distance of 29.46 feet to a point for a corner of the herein described Unit;

THENCE N 35°52'56" W a distance of 92.90 feet to a Highway Monument found for a corner of the herein described Unit;

THENCE N 30°02'56" W a distance of 115.70 feet to a Highway Monument found for a corner of the herein described Unit;

THENCE N 18°37'49" W a distance of 154.79 feet to a point for a corner of the herein described Unit;

THENCE N 89°47'07" W a distance of 51.45 feet to a point for a corner of the herein described Unit;

THENCE N 22°25'00" W a distance of 96.12 feet to a point for a corner of the herein described Unit;

THENCE N 16°16'00" W a distance of 79.35 feet to a point for a corner of the herein described Unit;

THENCE N 05°13'00" E a distance of 39.10 feet to a 1" pipe found for a corner of the herein described Unit;

THENCE N 00°09'46" E a distance of 46.79 feet to a point for a corner of the herein described Unit at the most westerly northwest corner of the herein described MADDOX UNIT, said point having a NAD 83 coordinate value of X= 2338281.286, Y= 6949446.824;

THENCE S 89°36'01" E a distance of 1517.64 feet to a point for a corner of the herein described Unit;

THENCE N 77°15'21" E a distance of 639.26 feet to a point for a corner of the herein described Unit;

THENCE N 81°24'30" E a distance of 243.76 feet to a point for a corner of the herein described Unit;

THENCE N 87°20'19" E a distance of 251.61 feet to a point for a corner of the herein described Unit;

THENCE N 89°56'01" E a distance of 439.94 feet to a point for a corner of the herein described Unit;

THENCE N 89°34'52" E a distance of 1383.12 feet to a point for a corner of the herein described Unit at the most northerly northeast corner of the herein described MADDOX UNIT, having a NAD 83 coordinate value of
X= 2342737.787, Y= 6949635.974;

THENCE S 00°25'05" E a distance of 157.88 feet to a point for a corner of the herein described Unit;

THENCE N 89°35'23" E a distance of 100.16 feet to a point for a corner of the herein described Unit;

THENCE S 00°22'03" E a distance of 162.88 feet to a point for a corner of the herein described Unit;

THENCE N 89°35'31" E a distance of 200.02 feet to a point for a corner of the herein described Unit;

THENCE S 00°19'02" E a distance of 162.43 feet to a point for a corner of the herein described Unit ;

THENCE N 89°38'08" E a distance of 280.00 feet to a point for a corner of the herein described Unit;

THENCE S 00°19'02" E a distance of 162.64 feet to a point for a corner of the herein described Unit;

THENCE N 89°40'45" E a distance of 230.00 feet to a point for a corner of the herein described Unit;

THENCE S 00°19'02" E a distance of 163.00 feet to a point for a corner of the herein described Unit;

THENCE N 89°40'45" E a distance of 233.62 feet to a point for a corner of the herein described Unit;

THENCE S 00°19'02" E a distance of 162.87 feet to a point for a corner of the herein described Unit;

THENCE N 89°40'45" E a distance of 468.62 feet to a point for a corner of the herein described Unit 2 ;

THENCE S 00°19'02" E a distance of 322.08 feet to a point for a corner of the herein described Unit;

THENCE N 89°26'31" E a distance of 451.35 feet to the POINT OF BEGINNING and containing 301.501 acres of land.

NOTES:

1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (NORTH CENTRAL ZONE) DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON MONUMENT KENNEDALE (X=2361944.34, Y=6920807.14)

END OF EXHIBIT "B"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

17.

File No. MF 110848
Declaration of
pooled unit
Date Filed: 11-19-14
Jerry E. Patterson, Commissioner
By OK

Electronically Recorded
Official Public Records
Mary Louise Garcia

Tarrant County Texas
2/14/2013 3:14 PM **D213039414**
PGS 6 $36.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
12/6/2012 10:16 AM D212298343
PGS 5 $32.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
MADDOX UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

10646195 Electronically Recorded
Chesapeake Operating, Inc.

Reference is made to that certain Declaration of Pooled Unit for the Maddox Unit, recorded December 8, 2010, as Document Number D210303478, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit for the Maddox Unit, recorded August 13, 2012, as Document Number D212196682, Official Public Records of Tarrant County, Texas. Said Declaration & Amendment are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" and to remove leases which are outside the boundaries of the Maddox Unit which were inadvertently added to the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit – Maddox Unit, is hereby corrected to include the leases and to remove leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 8th day of December, 2010.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Larchmont Resources, L.L.C
An Oklahoma limited liability company

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 28th day of November, 2012, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 4th day of January, ~~2012~~ 2013, by Scott R. Mueller, Chief Financial Officer of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 8 day of February, 2013 by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Maddox Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Maddox Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit for the Maddox Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0073407-000	TDHB, INC.	DALE PROPERTY SERVICES, LLC	5/14/2007	D207178893
TX0079693-000	GERALDINE JOHNSON	DALE PROPERTY SERVICES, LLC	7/14/2007	D207263371
TX0043172-000	GUSTAVO VALLADOLID	PALOMA BARNETT, LLC	9/19/2007	D207459948
TX0104546-000	SHELIA REED	DALE PROPERTY SERVICES, LLC	10/22/2007	D207454646
TX0106038-000	JORGE JUAREZ	DALE PROPERTY SERVICES, LLC	11/15/2007	D208014955
TX0044377-000	ROSARIO PRECIADO GONZALEZ	PALOMA BARNETT, LLC	11/29/2007	D208029848
TX0046707-000	ANTONIO PEREZ AND MARIA PEREZ	PALOMA BARNETT, LLC	12/6/2007	D208032696
TX0048397-000	VICTOR MARTINEZ	PALOMA BARNETT, LLC	12/20/2007	D208082235
TX0149737-000	P. DAMIAN SANCHEZ	DALE PROPERTY SERVICES, LLC	1/28/2008	D208052264
TX0111156-000	RADFORD MFG, INC.	DALE PROPERTY SERVICES, LLC	2/21/2008	D208075278
TX0131942-000	TODD HOLLEY	DALE PROPERTY SERVICES, LLC	6/26/2008	D208321917
TX0131945-000	JAMES M. CASALE, A/K/A JIM CASALE	DALE PROPERTY SERVICES, LLC	6/26/2008	D208314185
TX0131939-000	PETER LABARBARA	DALE PROPERTY SERVICES, LLC	6/26/2008	D208321914
TX0131553-000	HARRY STONE	DALE PROPERTY SERVICES, LLC	6/26/2008	D208314182
TX0131943-000	JAMES A. MARSH	DALE PROPERTY SERVICES, LLC	6/26/2008	D208321918
TX0131554-000	CLOUDBASE, INC.	DALE PROPERTY SERVICES, LLC	6/26/2008	D208314183
TX0132157-000	JAMES A. MARSH	DALE PROPERTY SERVICES, LLC	6/26/2008	D208318495
TX0131941-000	HARRY STONE	DALE PROPERTY SERVICES, LLC	6/26/2008	D208321916
TX0131938-000	TODD HOLLEY	DALE PROPERTY SERVICES, LLC	6/26/2008	D208321913
TX0132160-000	JAMES M. CASALE, A/K/A JIM CASALE	DALE PROPERTY SERVICES, LLC	6/26/2008	D208318496
TX0131940-000	PETER LABARBARA	DALE PROPERTY SERVICES, LLC	6/26/2008	D208321915
TX0131555-000	CLOUDBASE, INC.	DALE PROPERTY SERVICES, LLC	6/26/2008	D208314184
TX0131552-000	FARIA DEVELOPMENT, INC.	DALE PROPERTY SERVICES, LLC	7/7/2008	D208314181
TX0131551-000	FARIA DEVELOPMENT, INC.	DALE PROPERTY SERVICES, LLC	7/7/2008	D208314180
TX0131264-000	JUDY L. BOONE	DALE PROPERTY SERVICES, LLC	7/22/2008	D208307780
TX0139784-000	CRAIG ALDEN NORRIS	DALE PROPERTY SERVICES, LLC	7/14/2009	D209193740
TX0141294-000	WALTER DOUG PARRISH	DALE PROPERTY SERVICES, LLC	10/5/2009	D209286597
TX0141230-000	JAMES E. COOKSON	DALE PROPERTY SERVICES, LLC	10/14/2009	D209285969
TX0141289-000	THERESA L. LIEBLANG	DALE PROPERTY SERVICES, LLC	10/19/2009	D209286595
TX0141293-000	DONNA M. DAVIS	DALE PROPERTY SERVICES, LLC	10/19/2009	D209286596
TX0141195-000	FRANK A. LIEBLANG	DALE PROPERTY SERVICES, LLC	10/20/2009	D209283199
TX0141196-000	JIMMY C. LIEBLANG	DALE PROPERTY SERVICES, LLC	10/20/2009	D209283200
TX0141281-000	MICHAEL CLARDY, JR	DALE PROPERTY SERVICES, LLC	10/24/2009	D209286588

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0141278-000	DARVERN CLARDY ACTING BY AND THROUGH HIS GUARDIAN-IN-FACT VERNELL CLARDY	DALE PROPERTY SERVICES, LLC	10/24/2009	D209286586
TX0141280-000	DIANA CLARDY	DALE PROPERTY SERVICES, LLC	10/24/2009	D209286614
TX0141439-000	JENNIFER ADAMS	DALE PROPERTY SERVICES, LLC	11/4/2009	D209295603
TX0141879-000	WENDELL D. COUCH	DALE PROPERTY SERVICES, LLC	11/28/2009	D209329936
TX0142558-000	BRUNO TEIXEIRA	DALE PROPERTY SERVICES, LLC	2/3/2010	D210032140
TX0142554-000	BRUNO TEIXEIRA	DALE PROPERTY SERVICES, LLC	2/3/2010	D210032137
TX0142992-000	REYNALDO GONZALEZ	DALE PROPERTY SERVICES, LLC	2/23/2010	D210044108
TX0461906-000	FORT WORTH HOUSING FINANCE CORP.	CHESAPEAKE EXPLORATION, LLC	3/24/2010	D210105928
TX0145275-000	MARIA DE LA LUZ ROBLES	DALE PROPERTY SERVICES, LLC	4/26/2010	D210123473
TX0464188-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, LLC	7/19/2010	D210231307
TX0147928-000	HAYWOOD R. PORTER	CHESAPEAKE EXPLORATION, LLC	9/21/2010	D210245151
TX0147765-000	KHORRAMI ROYALTY FAMILY PARTNERSHIP	CHESAPEAKE EXPLORATION, LLC	9/22/2010	D210235990
TX0147752-000	KHORRAMI ROYALTY FAMILY PARTNERSHIP	CHESAPEAKE EXPLORATION, LLC	9/22/2010	D210235981
TX0148042-000	MARY POWELL	CHESAPEAKE EXPLORATION, LLC	9/29/2010	D210249150
TX0148442-000	MARGARET N. BALVERDE	CHESAPEAKE EXPLORATION, LLC	10/20/2010	D210262900
TX0148718-000	JOSE DURAN ROMERO	CHESAPEAKE EXPLORATION, LLC	10/26/2010	D210273543
TX0148900-000	JESUS MARTINEZ	CHESAPEAKE EXPLORATION, LLC	11/5/2010	D210282203
TX0149133-000	LORNA C. DALEY	CHESAPEAKE EXPLORATION, LLC	11/8/2010	D210290060
TX0149023-000	GROW IN GRACE MINISTRY	CHESAPEAKE EXPLORATION, LLC	11/11/2010	D210286597
TX0149046-000	DIANNE HOLLAND	CHESAPEAKE EXPLORATION, LLC	11/11/2010	D210288623
TX0149126-000	JUVENTINO PESINA	CHESAPEAKE EXPLORATION, LLC	11/12/2010	D210290055
TX0149097-000	JESUS BURCIAGA	CHESAPEAKE EXPLORATION, LLC	11/18/2010	D210290052
TX0149277-000	HUBERT C. OWENSBY, ET AL	CHESAPEAKE EXPLORATION, LLC	11/23/2010	D210296922
TX0149278-000	HUBERT C. OWENSBY, ET AL	CHESAPEAKE EXPLORATION, LLC	11/23/2010	D210296923
TX0149354-000	JOHN TORRES	CHESAPEAKE EXPLORATION, LLC	11/30/2010	D210302593
TX0149457-000	JOSE S. ACEVEDO	CHESAPEAKE EXPLORATION, LLC	12/6/2010	D210305057

The original Maddox Unit Exhibit "A" is hereby corrected to REMOVE the following leases, which were inadvertently added to the Exhibit "A" list of leases on the original Declaration of Pooled Unit for the Maddox Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0043949-000	JOSE BARAJAS	PALOMA BARNETT, LLC	8/30/2007	D208027945
TX0048140-000	TERESA L. WILHITE	PALOMA BARNETT, LLC	11/5/2007	D208072653
TX0047348-000	SHERWOOD TEXAS LIMITED PARTNER, LP	PALOMA BARNETT, LLC	1/4/2008	D208062801
TX0140313-000	FLEADA COLE HALL	DALE PROPERTY SERVICES, LLC	8/21/2009	D209233691
TX0144918-000	WILLIE THOMAS	DALE PROPERTY SERVICES, LLC	5/10/2010	D210118474
TX0147580-000	JASON WICKERSHAM	DALE PROPERTY SERVICES, LLC	9/14/2010	D210229948

END OF EXHIBIT "A"

File No. MF 110898
Corrected Declaration

Date Filed: 11-19-14
Jerry E. Patterson, Commissioner

By JK

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
4/8/2013 12:40 PM **D213087574**
PGS 5 $32.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
2/20/2013 2:41 PM D213043444
PGS 4 $28.00
Submitter: SIMPLIFILE

CORRECTED DECLARATION OF POOLED UNIT MADDOX UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc. L0650507

Reference is made to that certain Declaration of Pooled Unit for the Maddox Unit, recorded December 8, 2010, as Document Number D210303478, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit for the Maddox Unit, recorded August 13, 2012, as Document Number D212196682, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit for the Maddox Unit, recorded December 6, 2012, as Document Number D212298342, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit – Maddox Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 6th day of December, 2012.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Larchmont Resources, L.L.C
An Oklahoma limited liability company

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 18 day of January, 2013, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 12 day of February, 2013, by Scott R. Mueller, Chief Financial Officer of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 27 day of March, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Maddox Unit effective as of recording date of the Second Amendment to Declaration of Pooled Unit.

The original Maddox Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the Second Amendment to Declaration of Pooled Unit for the Maddox Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
42-0001649-001	ST. CLAIR NEWBORN, III	CHESAPEAKE EXPLORATION, LLC	10/24/2012	D212286149
42-0001917-000	WELCOME HOME HOLDINGS, LLC	CHESAPEAKE EXPLORATION, LLC	11/1/2012	D212293335
42-0001657-000	JENTEX FINANCIAL, INC.	CHESAPEAKE EXPLORATION, LLC	11/12/2012	D212286147

END OF EXHIBIT "A"

19.

File No. MF 110848
corrected Declaration

Date Filed: 11-19-14
Jerry E. Patterson, Commissioner

By JK

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County
2/4/2014 8:52 AM D214021839
PGS 4 $28.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
MADDOX UNIT

L0667654

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that certain Declaration of Pooled Unit for the Maddox Unit, recorded December 8, 2010, as Document Number D210303478, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit for the Maddox Unit, recorded August 13, 2012, as Document Number D212196682, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit for the Maddox Unit, recorded December 6, 2012, as Document Number D212298342, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" of the Declaration of Pooled Unit or subsequent Amendments as referenced above.

WHEREAS, each of the Leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit and any subsequent Amendments – Maddox Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as corrected and amended hereby, said Declaration and any corrections or amendments thereto remain in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the above referenced effective dates of the corresponding original Declaration of Pooled Unit or Amendments.

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

James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager

Larchmont Resources, L.L.C
an Oklahoma limited liability company

Robert W. Kelly II, Attorney-in-Fact

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this, the 14 day of January, 2014, before me Whitney Everheart, the undersigned officer, personally appeared James K. Ary, who acknowledged himself to be the Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, and that he as such Vice President – Land of Chesapeake E&P Holding Corporation, Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Vice President – Land of Chesapeake E&P Holding Corporation, Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 08/10/17

Signature/Notary Public: Whitney Everheart

Name/Notary Public (print): Whitney Everheart

NOTARY SEAL PUBLIC
WHITNEY EVERHEART
Notary Public
State of Oklahoma
Commission # 05007336 Expires 08/10/17

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2014, by Robert W. Kelly II, Attorney-in-Fact of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

_____
Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this _____ day of _____, 2014, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Maddox Unit effective as of recording date of the original Declaration of Pooled Unit and subsequent Amendments.

The original Maddox Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit, the First Amendment & the Second Amendment to Declaration of Pooled Unit for the Maddox Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	DPU
TX0048140-000	TERESA L. WILHITE	PALOMA BARNETT, LLC	11/5/2007	D208072653	ORIGINAL
TX0150848-000	LAVEDA GOODSPEED	CHESAPEAKE EXPLORATION, LLC	2/17/2011	D211042891	1ST AMENDMENT
TX0151240-000	CUMERLAND REST, INC.	DALE PROPERTY SERVICES, LLC	2/25/2011	D211055551	1ST AMENDMENT
42-0003865-000	JERRY H. CARIKER	CHESAPEAKE EXPLORATION, LLC	10/18/2012	D212303053	2ND AMENDMENT
TX-500156-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	11/6/2012	D213016877	2ND AMENDMENT
42-0004443-001	PABLO & AGNES V. LOPEZ	CHESAPEAKE EXPLORATION, LLC	11/14/2012	D213003481	2ND AMENDMENT

END OF EXHIBIT "A"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

20.

File No. MF 110848
Corrected Declaration

Date Filed: 11-19-14
Jerry E. Patterson, Commissioner

By OK

Electronically Recorded
Official Public Records
Mary Louise Garcia

Tarrant County Texas
9/12/2012 1:49 PM **D212224286**
PGS 8 $44.00
Submitter: SIMPLIFILE

CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. Box 18496
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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

ELECTRONICALLY RECORDED
BY SIMPLIFILE

By: _____

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

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
8/13/2012 11:03 AM D212196682
PGS 7 $40.00
Submitter: SIMPLIFILE

FIRST AMENDMENT TO
DECLARATION OF POOLED UNIT
MADDOX UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

L0639100

Electronically Recorded
Chesapeake Operating, Inc.

Reference is made to that certain Declaration of Pooled Unit for the Maddox Unit, recorded December 8, 2010 as Document Number D210303478, Official Public Records of Tarrant County, Texas. Said Declaration and Amendment is incorporated herein for all purposes.

Whereas, the purpose and intent of this First Amendment to the Declaration of Pooled Unit – Maddox Unit is to amend the Exhibit "B" to change the metes and bounds description and the size of the Maddox Unit.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

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

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

The Declaration of Pooled Unit – Maddox Unit is hereby amended to decrease the unit size and amend the Exhibit "B" to change the metes and bounds description from 303.088 acres to 302.607 acres.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more person owning an interest in the Unit to execute this instrument or a counter part or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by a party who is not named below without the consent of parties hereto.

Except as amended hereby, said Declaration and all amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as the recording date of this document.

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

Henry J. Hood, Senior Vice President – Land and Legal

Larchmont Resources, L.L.C.
An Oklahoma limited liability company

Scott R. Mueller
Chief Financial Officer

TOTAL E&P USA, INC.,
A Delaware corporation

Fabien Colmet Daage
Vice President – Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 2 day of August, 2012, by Henry J. Hood, as Senior Vice President - Land and Legal of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY PUBLIC # 05007336 EXP. 08/10/13 STATE OF OKLAHOMA

Notary Public in and for the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 9 day of August, 2012, by Scott R. Mueller, Chief Financial Officer for **Larchmont Resources, L.L.C.** an Oklahoma limited liability company.

WHITNEY MCELVANY NOTARY PUBLIC # 05007336 EXP. 08/10/13 STATE OF OKLAHOMA

Notary Public in and for the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 6 day of September, 2012, by Fabien Colmet Daage, Vice President of Business Development and Strategy **TOTAL E&P USA, INC.** a Delaware Corporation

Notary Public in and for the State of Texas

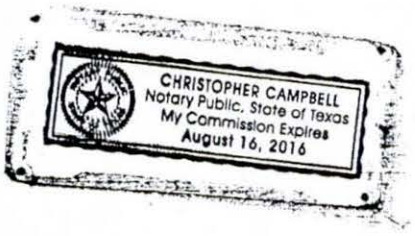


EXHIBIT "B"

Attached to and made a part of that First Amendment to Declaration of Pooled Unit, the Maddox Unit, to be effective for all purposes as the recording date of this document.

Maddox Unit:

Being 303.088 acres of land located in the J. Davis Survey, Abstract No. 418, the J. Haynes Survey, Abstract No. 779, the McKinney & Williams Survey, Abstract No. 1112, the J. Ringer Survey, Abstract No. 1286 and the R. Ramey Survey, Abstract No. 1342, Tarrant County, Texas. Said 303.088 acres of land being more particularly described as follows:

BEGINNING at a point lying in the apparent centerline of Maddox Avenue, from which a 3/4" iron rod found at the northeast corner of Lot 44, Block 4, Graham Park, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 309, Page 23, Plat Records, Tarrant County, Texas bears S67°10'25" E 102.36 feet, said point lying in the south line of Chesapeake Operating, Inc., Maddox-Badger Unit and said point being the northwest corner of Chesapeake Operating, Inc., Maddox Unit;

THENCE along said Maddox-Badger south line as follows:

1. S89°01'25"E, a distance of 1,504.39 feet to a point;

2. N77°49'57"E, a distance of 639.26 feet to a point;

3. N81°59'06"E, a distance of 243.76 feet to a point;

4. N87°54'55"E, a distance of 251.61 feet to a point;

5. S89°29'23"E, a distance of 441.31 feet to a point lying in the apparent centerline of Conner Avenue, said point being the southeast corner of said Maddox-Badger Unit;

THENCE N00°00'50"E, along said Conner Avenue centerline, a distance of 8.89 feet to a point at the apparent centerline intersection of Avenue J and said Conner Avenue, said point being the southwest corner of Chesapeake Operating, Inc., Sublett Unit;

THENCE S89°52'06"E, along said Avenue J centerline, a distance of 1,382.46 feet to a point, said point being the most northerly northeast corner of said Maddox Unit;

THENCE S00°07'54"W, at 30.00 feet passing a point at the northeast corner of Lot 5, Block 85, Polytechnic Heights, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 63, Page 109, Plat Records, Tarrant County, Texas, at 155.00 feet passing a point at the southeast corner of said Lot 5, in all a distance of 163.00 feet to a point lying in the apparent centerline of an alley located in said Block 85;

THENCE S89°52'06"E, along said alley centerline, a distance of 100.00 feet to a point;

THENCE S00°07'54"W, at 8.00 feet passing a point at the northeast corner of Lot 10, of said Block 85, at 133.00 feet passing a point at the southeast corner of said Lot 10, in all a distance of 163.00 feet to a point lying in the apparent centerline of Avenue K;

THENCE S89°52'06"E, along said Avenue K centerline, a distance of 200.00 feet to a point;

THENCE S00°07'54"W, at 30.00 feet passing a point at the northeast corner of Lot 6, Block 95, of said Polytechnic Heights, at 155.00 feet passing a point at the southeast corner of said Lot 6, in all a distance of 163.00 feet to a point lying in the apparent centerline of an alley located in said Block 95;

THENCE S89°52'06"E, along said alley centerline, a distance of 280.00 feet to a point lying at the apparent centerline intersection of Wesleyan Avenue and said alley;

THENCE S00°07'54"W, along said Wesleyan Avenue centerline, a distance of 163.00 feet to a point at the apparent centerline intersection of Avenue L and said Wesleyan Avenue;

THENCE S89°52'06"E, along said Avenue L centerline, a distance of 230.00 feet to a point;

THENCE S00°07'54"W, at 30.00 feet passing an 1/2" iron rod found at the northeast corner of Lot 5, Block 109, of said Polytechnic Heights, at 155.00 feet passing an 1/2" iron rod found at the southeast corner of said Lot 5, in all a distance of 163.00 feet to a point lying in the apparent centerline of an alley located in said Block 109;

THENCE S89°52'06"E, along said alley centerline, a distance of 235.00 feet to a point at the apparent centerline intersection of Vaughn Street and said alley;

THENCE S00°07'54"W, along said Vaughn Street centerline, a distance of 163.00 feet to a point at the

apparent centerline intersection of Avenue M and said Vaughn Street;

THENCE S89°52'06"E, along said Avenue M centerline, a distance of 285.00 feet to a point;

THENCE S00°07'54"W, at 30.00 feet passing a point at the northeast corner of Lot 4, Block 122, of said Polytechnic Heights, at 155.00 feet passing a point at the southeast corner of said Lot 4, in all a distance of 163.00 feet to a point lying in the apparent centerline of an alley located in said Block 122;

THENCE S89°52'06"E, along said alley centerline, a distance of 179.81 feet to a point at the apparent centerline intersection of Collard Street and said alley;

THENCE S00°08'12"W, along said Collard Street centerline, a distance of 163.00 feet to a point at the apparent centerline intersection of Avenue N and said Collard Street;

THENCE S89°52'06"E, along said Avenue N centerline, a distance of 456.14 feet to a point at the apparent centerline intersection of Bishop Street and said Avenue N, said point being the southeast corner of said Sublett Unit;

THENCE along said Bishop Street centerline as follows:

1. S00°08'47"W, a distance of 815.10 feet to a point;

2. S89°49'27"E, a distance of 0.34 feet to a point;

3. S00°10'33"W, a distance of 815.00 feet to a point at the apparent centerline intersection of Bideker Avenue and said Bishop Street, said point being the southeast corner of said Maddox Unit;

THENCE N89°49'27"W, along said Bideker Avenue centerline, a distance of 1,051.67 feet to a point at the apparent centerline intersection of said Vaughn Boulevard and Bideker Avenue;

THENCE S00°28'14"E, along said Vaughn Boulevard centerline, a distance of 22.96 feet to a point at the apparent centerline intersection of said Bideker Avenue and Vaughn Boulevard;

THENCE along said Bideker Avenue centerline as follows:

1. N89°43'36"W, a distance of 1,648.39 feet to a point;

2. southwesterly, 143.99 feet along a non tangent curve to the left, having a radius of 225.00 feet, a central angle of 36°40'04" and a chord bearing S67°04'17"W, 141.55 feet to a point;

3. westerly, 159.07 feet along a non tangent curve to the right, having a radius of 264.08 feet, a central angle of 34°30'42" and a chord bearing S71°26'54"W, 156.67 feet to a point;

4. S88°42'16"W, a distance of 181.23 feet to a point, said point being the southwest corner of said Maddox Unit;

THENCE N01°17'44"W, a distance of 25.08 feet to a point lying in the south line of Lot 10, Block 9, Wesleyan Hills, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-D, Page 491, Plat Records, Tarrant County, Texas, from which the southeast corner of said Lot 10 bears N88°50'10" E 36.00 feet, said point lying in the northeast line of U.S. Highway 287;

THENCE continuing along said U.S. Highway 287 northeast line as follows:

1. N53°34'36"W, a distance of 38.30 feet to a point;

2. N41°51'14"W, a distance of 34.19 feet to a point;

3. N57°37'22"W, a distance of 80.35 feet to a point;

4. N53°15'22"W, a distance of 521.79 feet to a point lying in the east line of Mitchell Boulevard;

5. S89°53'24"W, a distance of 50.18 feet to a point lying in the apparent centerline of said Mitchell Boulevard;

6. N00°08'10"W, along said Mitchell Boulevard centerline, a distance of 149.04 feet to a point at the apparent centerline intersection of Canberra Court and said Mitchell Boulevard;

7. S89°50'16"W, along said Canberra Court centerline, a distance of 50.11 feet to a point;

8. westerly, continuing along said Canberra Court centerline, 160.46 feet along a non tangent curve to the right, having a radius of 1,136.81 feet, a central angle of 08°05'14" and a chord bearing N80°59'55"W, 160.33 feet to a point;

9. N13°02'41"E, a distance of 25.00 feet to a point in the south line of Lot B, Southport Addition, 2nd.

Filing, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-G, Page 50, Plat Records, Tarrant County, Texas;

10. N53°42'04"W, a distance of 275.00 feet to a point;

11. S70°30'56"W, a distance of 25.00 feet to a point;

12. N29°59'04"W, a distance of 33.00 feet to a point;

13. N53°42'04"W, a distance of 600.40 feet to a point;

14. N53°53'33"W, a distance of 1,119.85 feet to a broken TxDOT monument found in the east line of Duvall Street;

15. N89°14'17"W, a distance of 25.00 feet to a point lying in the apparent centerline of said Duvall Street;

16. N00°45'43"E, along said Duvall Street centerline, a distance of 64.28 feet to a point;

17. N89°14'48"W, at 25.00 feet passing an 1/2" iron rod found at the southeast corner of Lot 35, Block 8, of said Graham Park, in all a distance of 67.69 feet to a TxDOT monument found in said U.S. Highway 287 northeast line;

18. N54°05'48"W, a distance of 112.89 feet to a point lying in the west line of Lot 37, of said Block 9;

19. N89°14'17"W, a distance of 7.50 feet to a point lying in the apparent centerline of an alley located in said Block 9;

20 N00°46'16"E, along said alley centerline, a distance of 12.01 feet to a point;

21. N89°14'17"W, a distance of 7.51 feet to a point lying in the east line of Lot 11, of said Block 9;

22. N50°03'52"W, a distance of 20.00 feet to a point at the south corner of a tract of land described in the deed to Kevin Khorrani, recorded in Volume 10834, Page 1717, Deed Records, Tarrant County, Texas;

THENCE N39°58'06"E, along the southeast line of said Khorrani tract, a distance of 103.64 feet to a point;

THENCE N00°45'43"E, along the east line of said Khorrani tract, at 180.00 feet passing a point at the northeast corner of said Khorrani tract, in all a distance of 210.06 feet to a point lying in the apparent centerline of Elmwood Avenue;

THENCE N89°14'17"W, along said Elmwood Avenue centerline, a distance of 377.50 feet to a point at the apparent centerline intersection of an alley located in Block 7, of said Graham Park and said Elmwood Avenue;

THENCE N00°45'43"E, along said alley centerline, a distance of 55.00 feet to a point;

THENCE N89°14'17"W, at 7.50 feet passing a point at the southeast corner of Lot 21, of said Block 7, in all a distance of 30.13 feet to a point lying in said U.S. Highway 287 northeast line;

THENCE along said U.S. Highway 287 northeast line as follows:

1. N35°07'17"W, a distance of 92.58 feet to a point;

2. N29°17'17"W, a distance of 115.52 feet to a point lying in the north line of Lot 15, of said Block 7;

3. N89°14'17"W, at 0.26 feet passing a point at the southwest corner of said Lot 15, in all a distance of 25.26 feet to a point lying in the apparent centerline of Uvalde Street;

4. N00°45'43"E, along said Uvalde Street centerline, a distance of 150.00 feet to a point;

5. N89°14'17"W, at 25.00 feet passing a point at the southeast corner of Lot 37, Block 6, of said Graham Park, in all a distance of 53.52 feet to a point lying in said northeast line;

6. N22°30'26"W, a distance of 108.88 feet to a point;

7. N18°21'26"W, a distance of 79.35 feet to a point lying in the south line of Lot 44, of said Block 6;

8. N05°07'34"E, a distance of 33.10 feet to a TESCO monument found in the north line of said Lot 44, said TESCO monument lying in the south line of said Maddox Avenue;

THENCE N00°58'35"E, a distance of 37.45 feet to the point of beginning, containing 303.088 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

SAVE & EXCEPT (Tract 401):
Being 0.185 acres of land described as Block D, Lot 7, L. T. Millett Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 204, Page 44, Plat Records, Tarrant County, Texas and that portion of any streets or alleys adjoining said lot.

SAVE & EXCEPT (Tract 637):
Being 0.296 acres of land described as Block 13, Lot 20, Burchill Addition, 2nd. Filing, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 204, Page 76, Plat Records, Tarrant County, Texas and that portion of any streets or alleys adjoining said lot.

Leaving a NET ACREAGE of 302.607 acres of land located in Chesapeake Operating, Inc., Maddox Unit.

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

END OF EXHIBIT "B"

File No. MF 110848
First Amendment to Declaration
Date Filed: 11-14-14
Jerry E. Patterson, Commissioner
By JK

2

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
2/14/2013 3:14 PM **D213039415**
PGS 6 $36.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
12/6/2012 10:16 AM D212298342
PGS 5 $32.00
Submitter: SIMPLIFILE

SECOND AMENDMENT TO
DECLARATION OF POOLED UNIT
MADDOX UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
L0646194 Chesapeake Operating, Inc.

Reference is made to that certain Declaration of Pooled Unit for the Maddox Unit, recorded December 8, 2010, as Document Number D210303478, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit for the Maddox Unit, recorded August 13, 2012, as Document Number D212196682, Official Public Records of Tarrant County, Texas. Said Declaration & Amendment are incorporated herein for all purposes.

Whereas, the purpose and intent of this Second Amendment to the Declaration of Pooled Unit – Maddox Unit is to amend the Exhibit "A" to include additional leases.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

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

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

This Declaration of Pooled Unit, Maddox Unit, is hereby amended to include additional leases on said Exhibit "A".

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more person owning an interest in the Unit to execute this instrument or a counter part or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by an party who is not named below without the consent of parties hereto.

Except as amended hereby, said Declaration remains in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the recording date.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Larchmont Resources, L.L.C
an Oklahoma limited liability company

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 28th day of November, 2012, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 4th day of January, ~~2012~~ 2013, by Scott R. Mueller, Chief Financial Officer of **Larchmont Resources, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 8 day of February, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

EXHIBIT "A"

Attached to and made a part of that Second Amendment to Declaration of Pooled Unit for the Maddox Unit dated effective as of the recording date of the document.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0149623-000	WALTER MATZNER	CHESAPEAKE EXPLORATION, LLC	12/9/2010	D210311950
TX0149622-000	WALTER MATZNER	CHESAPEAKE EXPLORATION, LLC	12/9/2010	D210311951
TX0149781-000	BRAD FLATEN	CHESAPEAKE EXPLORATION, LLC	12/20/2010	D210315764
TX0149817-000	MARY LOU ANCHONDO	CHESAPEAKE EXPLORATION, LLC	12/22/2010	D211001396
TX0149816-000	ARNOLD ANCHONDO SR.	CHESAPEAKE EXPLORATION, LLC	12/22/2010	D211001395
TX0149990-000	STEPHANIE MANGRUM	CHESAPEAKE EXPLORATION, LLC	1/4/2011	D211010408
TX0150188-000	MIGUEL NAVARRO	CHESAPEAKE EXPLORATION, LLC	1/13/2011	D211017404
TX0150427-000	JERRY SHIPLEY	CHESAPEAKE EXPLORATION, LLC	1/24/2011	D211024638
TX0150433-000	CATHOLIC CHARITIES, DIOCESE OF FT. WORTH	CHESAPEAKE EXPLORATION, LLC	1/25/2011	D211024644
TX0150432-000	CATHOLIC CHARITIES, DIOCESE OF FT. WORTH	CHESAPEAKE EXPLORATION, LLC	1/25/2011	D211024643
TX0150431-000	CATHOLIC CHARITIES, DIOCESE OF FT. WORTH	CHESAPEAKE EXPLORATION, LLC	1/25/2011	D211024642
TX0150434-000	CATHOLIC CHARITIES, DIOCESE OF FT. WORTH	CHESAPEAKE EXPLORATION, LLC	1/25/2011	D211024645
TX0150435-000	CATHOLIC CHARITIES, DIOCESE OF FT. WORTH	CHESAPEAKE EXPLORATION, LLC	1/25/2011	D211024646
TX0150516-000	ARMANDO HERNANDEZ	CHESAPEAKE EXPLORATION, LLC	1/28/2011	D211034137
TX1000025-000	ANTONIO LOPEZ	CHESAPEAKE EXPLORATION, LLC	2/4/2011	D211034134
TX0150651-000	DILSHAD-NIZAR SURANI	CHESAPEAKE EXPLORATION, LLC	2/7/2011	D211038784
TX0150671-000	NEW YORK BANKERS	CHESAPEAKE EXPLORATION, LLC	2/11/2011	D211039613
TX0151861-000	HOA PHAT ENTERPRISES	CHESAPEAKE EXPLORATION, LLC	3/21/2011	D211071082
TX0151886-000	DICKIE J. PEREZ	CHESAPEAKE EXPLORATION, LLC	3/24/2011	D211071155
TX0152180-000	DAVID STEVENS	CHESAPEAKE EXPLORATION, LLC	4/12/2011	D211090538
TX0152909-000	AL KARMALI	CHESAPEAKE EXPLORATION, LLC	5/3/2011	D211113590
TX0153034-000	INOCENCIA JUAREZ	CHESAPEAKE EXPLORATION, LLC	5/7/2011	D211116753
TX0153234-000	DANNY L. HELMS	CHESAPEAKE EXPLORATION, LLC	5/20/2011	D211121481
TX0436293-000	SIDURI DEVELOPMENT, LLC	VANTAGE FORT WORTH ENERGY, LLC	6/1/2011	D211235865
TX0425025-000	FORT WORTH INDEPENDENT SCHOOL DISTRICT	CHESAPEAKE EXPLORATION, LLC	6/8/2011	D211160696
TX0154065-000	ROBERT H. MCCLELLAND	CHESAPEAKE EXPLORATION, LLC	6/21/2011	D211159310
42-007865-000	IMELDA SIGALA	CHESAPEAKE EXPLORATION, LLC	6/24/2011	D211234440
TX0154502-000	JOSE ALFREDO ROMERO	CHESAPEAKE EXPLORATION, LLC	7/11/2011	D211176660
TX0154501-000	JOSE ALFREDO ROMERO	CHESAPEAKE EXPLORATION, LLC	7/11/2011	D211176659
TX0154503-000	TODD BARTON	CHESAPEAKE EXPLORATION, LLC	7/15/2011	D211176661
42-002661-000	BENJAMIN AGUILAR	CHESAPEAKE EXPLORATION, LLC	7/22/2011	D211184412
42-004334-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211204830
42-004336-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211204832
42-004314-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211204572
42-004353-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211205097
42-004352-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211205096

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
42-004331-000	THE S.R. DAVIDSON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211204827
42-004321-000	THE S.R. DAVIDSON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211204652
42-004319-000	THE S.R. DAVIDSON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION, LLC	8/5/2011	D211204651
42-006605-000	LAURANCE D. TRAYLOR	CHESAPEAKE EXPLORATION, LLC	8/16/2011	D211229525
42-007490-000	WILLARD ELDON WILLIAMS, SR.	CHESAPEAKE EXPLORATION, LLC	9/29/2011	D211247353
42-007919-000	JAMES ALL MCBRIDE, JR.	CHESAPEAKE EXPLORATION, LLC	10/5/2011	D211248056
42-008502-000	KEVIN MIDDLETON	CHESAPEAKE EXPLORATION, LLC	10/12/2011	D211255304
42-008505-000	KEVIN MIDDLETON	CHESAPEAKE EXPLORATION, LLC	10/12/2011	D211255301
42-010057-000	ARCADIAN INVESTMENTS, LLC	CHESAPEAKE EXPLORATION, LLC	10/24/2011	D211265211
42-009813-000	JO ANN ARON	CHESAPEAKE EXPLORATION, LLC	10/25/2011	D211267111
42-009944-000	YOLANDA CASILLAS VASQUEZ	CHESAPEAKE EXPLORATION, LLC	10/26/2011	D211265210
42-010059-000	CARMEN A. GUERRA	CHESAPEAKE EXPLORATION, LLC	10/28/2011	D211267138
42-010604-000	VOLUNTEERS OF AMERICA TEXAS, INC.	CHESAPEAKE EXPLORATION, LLC	10/28/2011	D211272003
42-010407-000	ANTONIO LUNA	CHESAPEAKE EXPLORATION, LLC	11/1/2011	D211268358
42-044549-000	ASGHAR ALI RAZA	CHESAPEAKE EXPLORATION, LLC	12/17/2011	D211307837
TX0425601-000	LUMINANT MINERAL DEVELOPMENT CO., LLC	CHESAPEAKE EXPLORATION, LLC	1/17/2012	D212034778
42-050415-001	BURTON RESOURCES, LLC	CHESAPEAKE EXPLORATION, LLC	4/20/2012	D212105028
42-050415-002	GLOBATRON INDUSTRIES, LLC	CHESAPEAKE EXPLORATION, LLC	4/25/2012	D212105029

END OF EXHIBIT "A"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

22.

File No. MF 110898
Second Amendment
to Declaration
Date Filed: 11-19-14
Jerry E. Patterson, Commissioner
By JK

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County
5/7/2014 2:26 PM **D214093087**
PGS 5 $32.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County
2/4/2014 9:00 AM D214021863
PGS 4 $28.00
Submitter: SIMPLIFILE

THIRD AMENDMENT TO
DECLARATION OF POOLED UNIT
MADDOX UNIT

L0667655

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that certain Declaration of Pooled Unit for the Maddox Unit, recorded December 8, 2010, as Document Number D210303478, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit for the Maddox Unit, recorded August 13, 2012, as Document Number D212196682, Official Public Records of Tarrant County, Texas. Reference is also made to that certain Second Amendment to Declaration of Pooled Unit for the Maddox Unit, recorded December 6, 2012, as Document Number D212298342, Official Public Records of Tarrant County, Texas. Said Declaration and Amendments are incorporated herein for all purposes.

Whereas, the purpose and intent of this Third Amendment to the Declaration of Pooled Unit – Maddox Unit is to amend the Exhibit "A" to include additional leases.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

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

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

This Declaration of Pooled Unit, Maddox Unit, is hereby amended to include additional leases on said Exhibit "A".

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more person owning an interest in the Unit to execute this instrument or a counter part or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by an party who is not named below without the consent of parties hereto.

Except as amended hereby, said Declaration remains in full force and effect.

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

Doc 2254
UNV 115-0277

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

James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager

JKA PB SW DB

Larchmont Resources, L.L.C
an Oklahoma limited liability company

Robert W. Kelly II, Attorney-in-Fact

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this, the 14 day of January, 2014, before me Whitney Everheart, the undersigned officer, personally appeared James K. Ary, who acknowledged himself to be the Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, and that he as such Vice President – Land of Chesapeake E&P Holding Corporation, Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Vice President – Land of Chesapeake E&P Holding Corporation, Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 08/10/17

Signature/Notary Public:

Name/Notary Public (print): Whitney Everheart

NOTARY SEAL PUBLIC
WHITNEY EVERHEART
Notary Public
State of Oklahoma
Commission # 05007336 Expires 08/10/17

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 20th day of March, 2014, by Robert W. Kelly II, Attorney-in-Fact of **Larchmont Resources, L.L.C.,** an Oklahoma limited liability company.

KATHLEEN J. MILLER NOTARY # 14000265 EXP. 01/13/18 PUBLIC STATE OF OKLAHOMA

Kathleen J. Miller
Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 25 day of April, 2014, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.,** a Delaware corporation, as the act and deed and on behalf of such corporation.

CHRISTOPHER CAMPBELL Notary Public, State of Texas My Commission Expires August 16, 2016

Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Third Amendment to Declaration of Pooled Unit for the Maddox Unit dated effective as of the recording date of the document.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
42-0007598-000	EDWARD AND ENDA ELBAOR FAMILY	CHESAPEAKE EXPLORATION, LLC	4/4/2013	D213105190
42-0007917-000	HAYDEN HOLDINGS, LLC	CHESAPEAKE EXPLORATION, LLC	6/27/2013	D213186269

END OF EXHIBIT "A"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

File No. MF 110848 23.
Third Amendment to Declaration
Date Filed: 11-19-14
Jerry E. Patterson, Commissioner
By JK

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA158846

Unit Number	*7541*				
Operator Name	*Chesapeake Operating Inc*			*Effective Date*	*10/06/2010*
Customer ID	*C000025243*			*Unitized For*	*Oil And Gas*
Unit Name	*Maddox Badger Unit*			*Unit Term*	
County 1	*Tarrant*	*RRC District 1*	*05*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*0.00855322*				
State Part in Unit	*0.03421287*				
Unit Depth	*Allow All Depths*	*Well*			
From Depth		*Formation*			
To Depth		*Participation Basis*	*Surface Acreage*		
		If Excluions Apply: See Remarks			

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*Lease Royalty*	*Tract Royalty Participation*	*Royalty Rate Reduction Clause*
MF113701	1	1.800000	244.031000	0.00737611	0.25000000	0.00184403	No
MF113901	2	0.348000	244.031000	0.00142605	0.25000000	0.00035651	No
MF113903	3	0.076000	244.031000	0.00031144	0.25000000	0.00007786	No
MF110848	4	6.125000	244.031000	0.02509927	0.25000000	0.00627482	No

API Number

4243934879, 4243934888

Remarks: HROW unit. Replaces 7338.

Prepared By:	MB	*Prepared Date:*	6/16/15
GLO Base Updated By:	MB	*GLO Base Date:*	6/16/15
RAM Approval By:	VD	*RAM Approval Date:*	6/17/15
GIS By:		*GIS Date:*	
Well Inventory By:	MB	*WI Date:*	6/16/5

Pooling Committee Report

To:	School Land Board	UPA158846
Date of Board Meeting:		Unit Number: 7541
Effective Date:	10/06/2010	
Unit Expiration Date:		
Applicant:	Chesapeake Operating, LLC	
Attorney Rep:		
Operator:	CHESAPEAKE OPERATING INC, OKLAHOMA CITY	
Unit Name:	Maddox Badger Unit	
Field Name:	NEWARK, EAST (BARNETT SHALE)	

County: Tarrant

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
HROW	MF110848	0.25000000	05/04/2011	1 years	10.471000	6.125000	0.00627482
HROW	MF113701	0.25000000	01/17/2013	1 years	0.971000	1.800000	0.00184403
HROW	MF113901	0.25000000	04/03/2013	1 years	0.348000	0.348000	0.00035651
HROW	MF113903	0.25000000	04/03/2013	1 years	1.322000	0.076000	0.00007786

Private Acres:	235.682000
State Acres:	8.349000
Total Unit Acres:	244.031000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	3.42%
State Net Revenue Interest:	0.86%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	

7541

replacing unit 7338 - removing MF 115939 from unit; Jesse correcting GIS

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

OPERATOR INFORMATION

Contact Name Jerad Rhodes Phone (405) 935-1369

Name of Pooled Unit Maddox-Badger

Operator of Pooled Unit Chesapeake Operating Inc. County Tarrant

Effective Date of Unit Declaration: 10/6/2010

HROW LEASE(S) IN UNIT

HRWO State Lease No.	Lease Date	Term	HROW Royalty	Total Acreage in HROW Lease	HROW Lease Acreage in Unit
MF 113701	1/17/2012	1 year	25%	0.971	1.8
MF 113901	4/3/2012	1 year	25%	0.348	0.348
MF 113903	4/3/2012	1 year	25%	1.322	0.076
MF 110848	5/4/2010	1 year	25%	10.471	6.125

Total Acreage In Pooled Unit 244.031 Ac.

State's Royalty Revenue Interest in Unit: 0.00855322 Total HRWO Acreage In Unit 8.349 Ac.

Total Private Acreage In Unit (Total Acreage – Total HROW Acreage) 235.682 Ac.

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

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

Pooled Interval: All Depths ☑ Top Depth_____ Base Depth_____

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

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

UNIT WELL(S)

API # 42-439-36388 RRC ID# 727659

API # 42-439-34888 RRC ID# 691873

API # _____ RRC ID# _____

API # _____ RRC ID# _____

REGISTERED PROFESSIONAL SURVEYORS

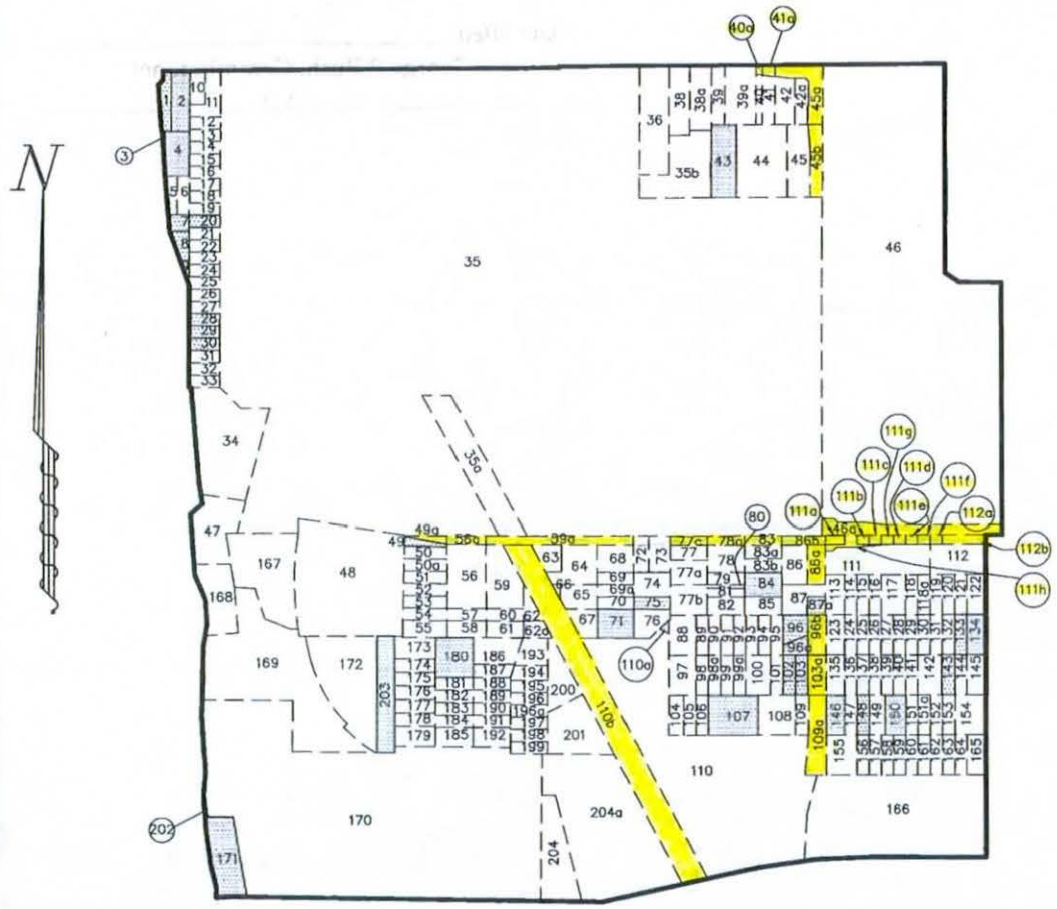
HERBERT S. EASLEY

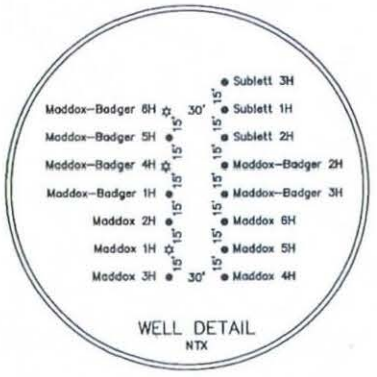
LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817-429-0194
FAX 817-446-5488





Basis of Bearings: NAD27 Texas North Central Zone.
Grid Scale Factor: 0.99986708139

600 0 300 600 1200

1 inch = 600 ft.

As-Drilled Plat
Maddox-Badger. Well 6H
CHESAPEAKE OPERATING, INC.
234.978 Leased Acre Maddox-Badger
Fort Worth, Tarrant County, Texas.

24.

File No. MF 110848

Buckskip Fir Unit County

7541

Date Filed: 6-16-15

George P. Bush, Commissioner

From: Mary Barnstone
To: RJ Saladin
Date: 6/10/2015 2:41 PM
Subject: RE: Maddox-Badger HROW 7338

Great. Thank you,

mb

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

amend Sublett Unit to add MF115939, remove from Maddox-Badger

>>> RJ Saladin <rj.saladin@chk.com> 6/10/2015 1:56 PM >>>
Yes, it is in the Sublett unit. The M-B unit is to the East of the Sublett unit. It is on E Rosedale Street, but East of Conner Ave and West of McKenzie Street.

The Sublett unit just came up for amending, so we will make sure that this lease is included.

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Sent: Wednesday, June 10, 2015 1:53 PM
To: Bill Ries; RJ Saladin
Cc: Jerad Rhodes
Subject: RE: Maddox-Badger HROW 7338

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Can you take another look? We may have it mapped wrong, if so, Chesapeake will need to amend the Sublett unit to include MF115939.

Let me know.

:-) mb

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Please find attached an updated HROW for the Maddox-Badger unit along with a plat and the recorded DPUs. Let me know if you need anything else.

Thank you,
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Landman I - Central TX
Chesapeake Energy Corporation
Office: 405-935-2062
Mobile: 405-806-0071
Fax: 405-849-2062
Email: rj.saladin@chk.com<mailto:rj.saladin@chk.com>

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File No. MF 110848

Emails Re: Amend ~~County~~ Sublett Unit

Date Filed: 6-10-15

George P. Bush, Commissioner

Electronically Recorded
Official Public Records

Tarrant County Texas
10/6/2010 2:04 PM
D210247088

PGS 9 $48.00

~~DECLARATION OF~~ POOLED UNIT
MADDOX-BADGER UNIT

L0562090

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration of Pooled Unit is executed to be effective as of August 12, 2010, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

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

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

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

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

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **243.3036 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Unit Name. The pooled unit created hereby shall be known as the **"Maddox-Badger"**.

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

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

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

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written

DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

D0562090

Electronically Recorded
Chesapeake Operating, Inc.

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

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

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consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

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

Chesapeake Exploration, L.L.C., successor by merger to
Chesapeake Exploration Limited Partnership

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

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 16th day of September, 2010, by Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of such limited liability company.

KEA HOSER NOTARY PUBLIC # 07011589 EXP. 12/18/11 STATE OF OKLAHOMA

_____
Notary Public

My Commission Expires: _____
My Commission Number: _____

TOTAL E&P USA, INC., a Delaware corporation

By: _____
Eric Bonnin
Vice President, Business Development & Strategy

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of September, 2010, by Eric Bonnin as Vice President, Business Development of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.

_____
Notary Public

My Commission Expires: _____
My Commission Number: _____

JOY W PHILLIPS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 31, 2012

EXHIBIT "A"

Maddox-Badger Bend Unit

Attached and made a part of that Declaration of Pooled Unit for the Maddox-Badger Unit dated August 12, 2010. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0141608-000	ADOLFO GONZALEZ	DALE PROPERTY SERVICES, LLC	11/17/2009	11/17/2014	D209309674	B2 L9 10, CLAY WITHERS ADDITION
TX0141609-000	ADOLFO GONZALEZ	DALE PROPERTY SERVICES, LLC	11/17/2009	11/17/2014	D209309675	B2 L7 8, CLAY WITHERS ADDITION
TX0141655-000	ADOLFO GONZALEZ	DALE PROPERTY SERVICES, LLC	11/17/2009	11/17/2014	D209312968	B2 L11, CLAY WITHERS ADDITION
TX0141655-000	ADOLFO GONZALEZ	DALE PROPERTY SERVICES, LLC	11/17/2009	11/17/2014	D209312968	B2 L12, CLAY WITHERS ADDITION
TX0138972-000	ALEJANDRINA FLORES	DALE PROPERTY SERVICES, LLC	5/21/2009	5/21/2014	D209139225	B36 L23, POLYTECHNIC HEIGHTS ADDTION
TX0138752-000	ALFREDO & SULEMA DOMINGUEZ	DALE PROPERTY SERVICES, LLC	5/8/2009	5/8/2014	D209130039	B2 L3, STRIPLING PLACE ADDITION
TX0124958-000	ALMA TEAGUE	DALE PROPERTY SERVICES, LLC	5/28/2008	5/28/2013	D208212714	B35 L5 6, POLYTECHNIC HEIGHTS ADDITION
TX0122961-000	ANGELICA CARNEY & ENRIGUE	DALE PROPERTY SERVICES, LLC	5/9/2008	5/9/2013	D208200616	BLOCK 33, LOT 21, POLYTECHINC HEIGHTS ADDITION
TX0047006-000	ANNA GANDERA ET AL	HTP & ASSOCIATES	1/1/2008	1/1/2011	D208056135	0.43 AC, J DAVIS SVY, A-418
TX0135953-000	ANTANACIO & MARIA SANCHEZ	DALE PROPERTY SERVICES, LLC	11/18/2008	11/18/2013	D208456815	B1 L10 11, CLAY WITHERS ADDITION
TX0135958-000	ANTANACIO & MARIA SANCHEZ	DALE PROPERTY SERVICES, LLC	11/18/2008	11/18/2013	D208456820	B1 L11 12, CLAY WITHERS ADDITION
TX0136871-000	BENNY RAY GARZA	DALE PROPERTY SERVICES, LLC	1/24/2009	1/24/2014	D209028438	B61 L15, POLYTECHNIC HEIGHTS ADDITION
TX0139364-000	BILL BURDOCK	DALE PROPERTY SERVICES, LLC	6/3/2009	6/3/2014	D209164378	BB L1, OCIE SPEER ADDITION
TX0139365-000	BILL BURDOCK	DALE PROPERTY SERVICES, LLC	6/3/2009	6/3/2014	D209164379	BB L2 3, OCIE SPEER ADDITION
TX0140872-000	CARLA JOE JONES	DALE PROPERTY SERVICES, LLC	9/29/2009	9/29/2014	D209265141	B3 L5, STRIPLING PLACE ADDITION
TX0139322-000	CHASTA ENGLAND	DALE PROPERTY SERVICES, LLC	6/11/2009	6/11/2014	D209163053	B10 LA, SEIBOLD ADDITION
TX0466782-000	CHESAPEAKE ROYALTY, L.L.C.	CHESAPEAKE EXPLORATION LLC	9/30/2009	9/30/2012	D209313324	LOT 2-8, BLOCK 2, A H FISH
TX0098418-000	CHICAGO PROPERTIES INC	DALE PROPERTY SERVICES, LLC	9/28/2007	9/28/2012	D207405559	B61 L8 9, POLYTECHNIC ADDITION
TX0460738-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION LLC	8/3/2009	8/3/2011	D209238061	J. DAVIS SURVEY, A-418
TX0460739-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION LLC	8/3/2009	8/3/2011	D209265662	J. VAN RIPER SURVEY, A-1590
TX0066145-000	CLEAR CHANNEL OUTDOOR INC	DALE PROPERTY SERVICES, LLC	3/2/2007	3/2/2012	D207110072	LOT 9, BLK 1, MEADOW ADDITION
TX0122968-000	CLOMA FOX	DALE PROPERTY SERVICES, LLC	5/9/2008	5/9/2013	D208200617	BLOCK 36, LOT 10, POLYTECHINIC HEIGHTS ADDITION
TX0074374-000	COLLINS FAMILY LIMITED PARTNER	DALE RESOURCES, LLC	12/15/2006	12/15/2011	D207206971	BLOCK 6, LOT 6, CLAY WITHERS ADDITION
TX0095430-000	CORDELL AND CYNTHIA DAVIS	DALE PROPERTY SERVICES, LLC	9/21/2007	9/21/2012	D207380989	B3 L7 8,CLAY WITHERS ADDITION
TX0095427-000	CORDELL DAVIS	DALE PROPERTY SERVICES, LLC	9/21/2007	9/21/2012	D207380988	B3 L3R, CLAY WINTERS ADDITION
TX0139318-000	CORNELIUS N SMITH	DALE PROPERTY SERVICES, LLC	6/10/2009	6/10/2014	D209163051	B2 L6 & S 35' OF L5, CLAY WITHERS ADDITION
TX0142344-000	CORNELIUS SMITH	DALE PROPERTY SERVICES, LLC	1/6/2010	1/6/2015	D210032106	LOT 4, N 15' OF L5 BLK 2, CLAY WITHERS ADDITION
TX0047099-000	DAJUANA MILLER - BOGAN	PALOMA BARNETT, LLC	11/8/2007	11/8/2012	D208059985	TR 2B, JOHN DAVIS SURVEY - A-418
TX0086512-000	DAJUANA MILLER-BOGAN	DALE PROPERTY SERVICES, LLC	8/15/2007	8/15/2012	D207318856	TR 2B, JOHN DAVIS SURVEY - A-418
TX2202854-000	DANG & NGA THI HO HUYNH	DALE RESOURCES LLC	12/5/2005	12/5/2010	D206051017	JOHN DAVIS SVY, A-418
TX0135496-000	DAVID & ELENA NAVA	DALE PROPERTY SERVICES, LLC	8/29/2008	8/29/2013	D208444363	B35 L8, POLYTECHNIC HEIGHTS ADDITION
TX0068379-000	DAVID & JUDY HOADLEY	DALE PROPERTY SERVICES, LLC	4/9/2007	4/9/2012	D207132901	L4 B3, STRIPLING PLACE ADDITION
TX0104316-000	DAVID M & PAULA J POST	DALE PROPERTY SERVICES, LLC	12/6/2007	12/6/2012	D208001664	B1 LC, STRIPLING PLACE ADDITION
TX0015900-000	DOROTHY LEE KNOLES AUSBORNE	WESTERN PRODUCTION COMPANY	6/15/2007	6/15/2010	D207244694	LOT 11, BLK 10, STEBOLD ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0125033-000	DOROTHY WRZESINSKI	DALE PROPERTY SERVICES, LLC	6/6/2008	6/6/2013	D208226369	B2 L5, STRIPLING PLACE ADDITION
TX0049072-000	DORTHY MITCHELL TAYLOR	PALOMA BARNETT, LLC	1/31/2008	1/31/2013	D208110956	LOT H, BLOCK 1, STRIPLING PLACE
TX0140386-000	ELDER INVESTMENTS	DALE PROPERTY SERVICES, LLC	7/31/2009	7/31/2014	D209239328	B4 L14 15 16, CLAY WITHERS ADDITION
TX0140385-000	ELDER INVESTMENTS	DALE PROPERTY SERVICES, LLC	7/31/2009	7/31/2014	D209239327	B3 L2R, CLAY WITHERS ADDITION
TX0083829-000	ELVALENA CANTER	DALE PROPERTY SERVICES, LLC	7/23/2007	7/23/2012	D207299664	A418 T5A01, JOHN DAVIS SURVEY
TX0130027-000	EMMANUEL & MARIA AJAEGBU	DALE PROPERTY SERVICES, LLC	7/15/2008	7/15/2013	D208287306	B61 L19, POLYTECHNIC HEIGHTS ADDITION
TX0047409-000	ERIC J ROBERTS	PALOMA BARNETT, LLC	12/17/2007	12/17/2010	D208063708	L15, B36, POLYTECHNIC HEIGHTS ADDITION
TX0112399-000	ESSIE FONTENOT	DALE PROPERTY SERVICES, LLC	3/5/2008	3/5/2013	D208087925	B5 L7, CLAY WITHERS ADDITION
TX0141200-000	EUNICE PRICE	DALE PROPERTY SERVICES, LLC	10/15/2009	10/15/2014	D209283146	B10 L24, SEIBOLD ADDITION
TX0139523-000	FELIPE & ANNA JUAREZ	DALE PROPERTY SERVICES, LLC	6/25/2009	6/25/2012	D209175543	B35 L13 14, POLYTECHNIC HEIGHTS ADDITION
TX0139522-000	FELIPE & ANNA JUAREZ	DALE PROPERTY SERVICES, LLC	6/25/2009	6/25/2012	D209175542	B62 L12, POLYTECHNIC HEIGHTS ADDITION
TX0139524-000	FELIPE JUAREZ	DALE PROPERTY SERVICES, LLC	6/25/2009	6/25/2012	D209175544	B62 L11, POLYTECHNIC HEIGHTS ADDITION
TX0130640-000	FLORENCE HARLOW	DALE PROPERTY SERVICES, LLC	7/10/2008	7/10/2013	D208299026	B3 L4 L5, CLAY WITHERS ADDITION
TX0460622-001	FORT WORTH ISD	CHESAPEAKE EXPLORATION LLC	6/3/2009	6/3/2011	D209161905	LOT 33-A, W. E. HAWKINS ADDITION
TX0460622-001	FORT WORTH ISD	CHESAPEAKE EXPLORATION LLC	6/3/2009	6/3/2011	D209161905	LOT 1R, BLOCK 1, POLYTECHNICADDITION
TX0124495-000	FRANCISCO & NORMA MARTINEZ	DALE PROPERTY SERVICES, LLC	5/29/2008	5/29/2013	D208217739	B36 L3, POLYTECHNIC HEIGHTS ADDITION
TX0101206-000	GEORGE ZAMORA	DALE PROPERTY SERVICES, LLC	10/9/2007	10/9/2012	D207425790	B10 LD, SEIBOLD ADDITION
TX2203047-000	GEORGIA BYERLY	DALE RESOURCES, LLC	2/13/2006	2/13/2011	D209062552	1.0 AC, JOHN DAVIS SVY, A-418
TX2203047-000	GEORGIA BYERLY	DALE RESOURCES, LLC	2/13/2006	2/13/2011	D209062552	.203 AC, J. VANRIPER SVY, A-1590
TX0125760-000	GLADYS NELL FRANKLIN	DALE PROPERTY SERVICES, LLC	6/2/2008	6/2/2013	D208236891	B36 L5, POLYTECHNIC HEIGHTS ADDITION
TX0139787-000	GREGG SCHELLHAMMER	DALE PROPERTY SERVICES, LLC	7/10/2009	7/10/2014	D209193743	B3 L12, CLAY WITHERS ADDITION
TX0139788-000	GREGG SCHELLHAMMER	DALE PROPERTY SERVICES, LLC	7/10/2009	7/10/2014	D209231169	B3 L11, CLAY WITHERS ADDITION
TX0112045-000	HARRY F & WALTA M WILSON	DALE PROPERTY SERVICES, LLC	2/29/2008	2/28/2013	D208082945	A PORTION OF L7 & 8, CLAY WITHERS ADDITION
TX0126475-000	HATTIE & DAVID BLACKSHEAR	DALE PROPERTY SERVICES, LLC	6/16/2008	6/16/2013	D208246450	B61 L22, POLYTECHNIC HEIGHTS ADDITION
TX0138328-000	HERMINIA CORTES	DALE PROPERTY SERVICES, LLC	4/5/2009	4/5/2014	D209102310	B10 L17, SEIBOLD 1ST FILING ADDITION
TX0051630-000	HOLLIS G. SLOAN	DALE RESOURCES, LLC	11/30/2006	11/30/2009	D207005086	B2, L1 OF THE STRIPLING PLACE ADDITION
TX0141970-000	HOWARD W NICHOLS & JOHN H FARR	DALE PROPERTY SERVICES, LLC	12/16/2009	12/16/2014	D210003702	B4 L3R, CLAY WITHERS ADDITION
TX0015901-000	HUBERT & IDA CANADY	WESTERN PRODUCTION COMPANY	6/11/2007	6/11/2010	D207211108	LOT 16, BLOCK 10, SEIBOLD ADDITION
TX0140222-000	HUMBERTO BORJON	DALE PROPERTY SERVICES, LLC	8/17/2009	8/17/2014	D209225446	B35 L11 12, POLYTECHNIC HEIGHTS ADDITION
TX0070062-000	HUMBERTO MUNOZ	DALE PROPERTY SERVICES, LLC	2/27/2007	2/27/2012	D207149626	B10 L6, SIEBOLD ADDITION
TX0142542-000	J. REFUGIO & RITA HERNANDEZ MO	DALE PROPERTY SERVICES, LLC	2/2/2010	2/2/2015	D210031594	B1 LB, STRIPLING PLACE ADDITION
TX0042612-000	JACINTO & MARIA RUBIO	PALOMA BARNETT, LLC	9/15/2007	9/15/2012	D207445077	LOT 10, BLOCK 35, POLYTECHNIC HEIGHTS ADDITION
TX0131546-000	JACK & JERODINE RUSSELL	DALE PROPERTY SERVICES, LLC	6/30/2008	6/30/2013	D208314174	B61 L18, POLYTECHNIC HEIGHTS ADDITION
TX0129292-000	JAMES BROWN	DALE PROPERTY SERVICES, LLC	6/24/2008	6/24/2013	D208282720	B10 L9, SEIBOLD ADDITION
TX0055974-000	JAMES M & CATHY CUSHMAN	DALE PROPERTY SERVICES, LLC	1/12/2007	1/12/2012	D207034087	LOT 7, BLK 1, CLAY WITHERS ADDITION
TX0056740-000	JAMES M & CATHY CUSHMAN	DALE PROPERTY SERVICES, LLC	1/12/2007	1/12/2012	D207034087	B1 L7, CLAY WITHERS ADDITION
TX2202650-000	JAMES N AUSTIN, JR, ET AL	DALE RESOURCES LLC	4/6/2006	4/6/2011	D206342039	LOT 1-R, BLOCK A, SEIBOLD ADDITION
TX0049048-000	JAVIER VILLAGOMEZ	PALOMA BARNETT, LLC	11/13/2007	11/13/2012	D208109455	LOT 11, BLOCK 61, POLYTECHNIC HEIGHTS ADDITION
TX0093898-000	JAY & NANCY CLAUNCH	DALE PROPERTY SERVICES, LLC	9/27/2007	9/27/2012	D207371073	B33 L14 16 17, POLYTECHNIC HEIGHTS ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0093897-000	JAY & NANCY CLAUNCH	DALE PROPERTY SERVICES, LLC	9/27/2007	9/27/2012	D207371074	B36 L6 7, PLOYTECHNIC HEIGHTS ADDITION
TX0138303-000	JEANNE DOOGS	DALE PROPERTY SERVICES, LLC	3/25/2009	3/25/2014	D209098942	B36 L16, POLYTECHNIC ADDITION
TX0125156-000	JERRY PHILLIPS	DALE PROPERTY SERVICES, LLC	6/5/2008	6/5/2013	D208228506	B35 L7, POLYTECHNIC HEIGHTS ADDITION
TX0111558-000	JESUS AND ODELINDA AMAYA	DALE PROPERTY SERVICES, LLC	2/29/2008	2/28/2013	D208080695	B2 L7, STRIPLING PLACE ADDITION
TX0095498-000	JESUS GARCIA ORTIZ	DALE PROPERTY SERVICES, LLC	9/26/2007	9/26/2012	D207384718	BB L15-18 23-26, OCIE SPEER ADDITION
TX0095498-000	JESUS GARCIA ORTIZ	DALE PROPERTY SERVICES, LLC	9/26/2007	9/26/2012	D207384718	BB LA B, OCIE SPEER ADDITION
TX0130192-000	JESUS OCHOA & ELIZABETH VELOZ	DALE PROPERTY SERVICES, LLC	7/18/2008	7/18/2013	D208293566	B6 L4, WITHERS CLAY ADDITION
TX0127114-000	JIMMIE DANIELS	DALE PROPERTY SERVICES, LLC	6/16/2008	6/16/2013	D208247946	B36 L8, POLYTECHNIC HEIGHTS ADDITION
TX0140603-000	JOHN & KARON MILLIGAN	DALE PROPERTY SERVICES, LLC	9/8/2009	9/8/2014	D209250823	B3 L13, CLAY WITHERS ADDITION
TX0112389-000	JOSE & TOMASA S GARCIA	DALE PROPERTY SERVICES, LLC	2/19/2008	2/19/2013	D208087903	B2 L12, STRIPLING PLACE ADDITION
TX0108299-000	JOSE MORENO	DALE PROPERTY SERVICES, LLC	1/25/2008	1/25/2013	D208041899	B33 L1 2 3 4, POLYTECHNIC HEIGHTS ADDITION
TX0094018-000	JOSE ROJO	DALE PROPERTY SERVICES, LLC	9/26/2007	9/26/2012	D207370893	B10 LB C, SEIBOLD ADDITION
TX0098540-000	JUAN & ALICIA MUNOZ	DALE PROPERTY SERVICES, LLC	10/29/2007	10/29/2012	D207404123	B10 L5, SEIBOLD ADDITION
TX0140593-000	JUAN & KATHLEEN CEJAS	DALE PROPERTY SERVICES, LLC	9/12/2009	9/12/2014	D209250813	B4 L5, CLAY WITHERS ADDITION
TX0140592-000	JUAN & KATHLEEN CEJAS	DALE PROPERTY SERVICES, LLC	9/12/2009	9/12/2014	D209250812	B4 L12, CLAY WITHERS ADDITION
TX0087228-000	JUANITA W RZEPNIEWSKI	DALE PROPERTY SERVICES, LLC	8/29/2007	8/29/2012	D207322680	B10 L22, SEIBOLD ADDITION
TX0045278-000	JUDY A MASTON	PALOMA BARNETT, LLC	12/17/2007	12/17/2012	D208033250	LOT 23, BLOCK 10, SEIBOLD ADDITION
TX0124282-000	JUDY CAROL WINASKI	DALE PROPERTY SERVICES, LLC	5/21/2008	5/21/2013	D208212863	B35 L4, POLYTECHNIC HEIGHTS ADDITION
TX0086224-000	KOFFIGAN DJONDO	DALE PROPERTY SERVICES, LLC	8/22/2007	8/22/2012	D207307167	B10 L10, SEIBOLD ADDITION
TX0044877-000	L GARCIA & MARIA T RODRIGUEZ	PALOMA BARNETT, LLC	12/8/2007	12/8/2012	D208031698	LOT 22, BLOCK 33, POLYTECHNIC HEIGHTS ADDITION
TX0045725-000	LEOPOLDO & ALVAREZ CARRILLO	PALOMA BARNETT, LLC	12/15/2007	12/15/2012	D208031301	LOT 6, BLOCK 2, STRIPLING PLACE ADDITION
TX2207486-000	LEROY J YORK	DALE RESOURCES LLC	10/3/2006	10/3/2011	D206342450	B2, LOT 10, STRIPLING PLACE ADDITION
TX0044609-000	LETICIA GARCIA	PALOMA BARNETT, LLC	12/1/2007	12/1/2012	D208030714	LOT 20, BLOCK 33, POLYTECNIC HEIGHTS
TX0088107-000	LINDA L ATKINS AKA LINDA L	DALE PROPERTY SERVICES, LLC	7/17/2007	7/17/2010	D207333584	B71, L7 HIGHLAND ADDITION;
TX0140600-000	LUIS & IMELDA HERNANDEZ	DALE PROPERTY SERVICES, LLC	9/15/2009	9/15/2014	D209250820	B6 L5, CLAY WITHERS ADDITION
TX0089242-000	MA DAVIDSON FAMILY LIMITLED PARTNERSHIP	DALE PROPERTY SERVICES, LLC	9/14/2007	9/14/2010	D207337448	B2 L4, STRIPLING PLACE ADDITION
TX0089693-000	MA DAVIDSON FAMILY LIMITLED PARTNERSHIP	DALE PROPERTY SERVICES, LLC	7/17/2007	7/17/2012	D207337484	B10, L7 SIEBOLD ADDITION
TX0045529-000	MALONE INVESTMENT GROUP INC	PALOMA BARNETT, LLC	8/28/2007	8/28/2012	D208044573	LOT 15, BLOCK 33, POLYTECHNIC HEIGHTS ADDITION
TX0113609-000	MANUEL MORALES	DALE PROPERTY SERVICES, LLC	3/20/2008	3/20/2013	D208106944	B33 L24, POLYTECHNIC HEIGHTS ADDITION
TX0140163-000	MARGARET BUSBY	DALE PROPERTY SERVICES, LLC	8/10/2009	8/10/2014	D209220200	B5 L8, CLAY WITHERS ADDITION
TX0047524-000	MARIA BENEVIDEZ	HTP & ASSOCIATES, LLC	1/1/2008	1/1/2011	D208065422	20 ACRES, STRIPLING PLACE SUBDIVISION
TX0141776-000	MARIA E RANGEL	DALE PROPERTY SERVICES, LLC	11/20/2009	11/20/2014	D209323928	LOT 8, BLOCK 2, STRIPLING PLACE
TX0042940-000	MARIA VILLAPANDO	PALOMA BARNETT, LLC	9/6/2007	9/6/2012	D207448338	LOT 13, BLOCK 10, SEIBOLD ADDITION
TX0095907-000	MARK S JOHNSON	DALE PROPERTY SERVICES, LLC	10/13/2007	10/13/2012	D207387415	B35 L19 20, POLYTECHNIC HEIGHTS ADDITION
TX0135955-000	MARTIN & LYDIA CARRILLO	DALE PROPERTY SERVICES, LLC	11/13/2008	11/13/2013	D208456817	B61 L20, POLYTECHNIC HEIGHTS ADDITION
TX0136440-000	MARY COLEMAN HARRIS	DALE PROPERTY SERVICES, LLC	12/12/2008	12/12/2013	D208463357	B33 L23, POLYTECHNIC HEIGHTS ADDITION
TX0137693-000	MARY ESTHER SALAZER	DALE PROPERTY SERVICES, LLC	3/4/2009	3/4/2014	D209065513	B61 L4, POLYTECHNIC HEIGHTS ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0071116-000	MARY HERNANDEZ	DALE PROPERTY SERVICES, LLC	2/27/2007	2/27/2012	D207161861	BB L4&5, OCIE SPEER ADDITION
TX0114171-000	MARY L COLLINS	DALE PROPERTY SERVICES, LLC	3/25/2008	3/25/2013	D208107944	B1 LF, STRIPLING PLACE ADDITION
TX0107573-000	MAXINE MARCHBANKS	DALE PROPERTY SERVICES, LLC	1/23/2008	1/23/2011	D208034599	B5 L10, WITHERS CLAY ADDITION
TX2930207-000	MC MINERAL COMPANY LLC	CHESAPEAKE ROYALTY, L.L.C.	11/16/2009	12/31/2078	D209302049	LOT 8, BLK 36, POLYTECHNIC HEIGHTS ADDITION
TX0121180-000	MICHAEL O ADKINS SR	DALE PROPERTY SERVICES, LLC	5/7/2008	5/7/2013	D208184450	BLOCK 70, LOT 7 LESS ROW, HIGHLAND TO GLENWOOD ADDITION
TX0099589-000	MIGUEL & LETICIA GARCIA	DALE PROPERTY SERVICES, LLC	7/2/2007	7/2/2012	D207416316	B33 L18, POLYTECHNIC HEIGHTS ADDITION
TX0048656-000	MIGUEL ESPINOSA	PALOMA BARNETT, LLC	12/18/2007	12/18/2012	D208092243	L13, B36, POLYTECHNIC HEIGHTS
TX0139255-000	NANCY TURNBULL JENKINS	DALE PROPERTY SERVICES, LLC	4/28/2009	4/28/2014	D209160700	B10 L15, SEIBOLD ADDITION
TX0138689-000	NETTIE COOPER CASSIDY	DALE PROPERTY SERVICES, LLC	5/6/2009	5/6/2014	D209125301	B1 L1-4, CLAY WITHER ADDITION
TX0130861-000	NEW MT. CARMEL MISSIONARY	DALE PROPERTY SERVICES, LLC	7/21/2008	7/21/2013	D208299392	B33 L5-12, POLYTECHNIC HEIGHTS ADDITION
TX0130861-000	NEW MT. CARMEL MISSIONARY	DALE PROPERTY SERVICES, LLC	7/21/2008	7/21/2013	D208299392	B1 L5 6, CLAY WITHERS ADDITION
TX0074432-000	OLLIN COLLINS	DALE RESOURCES, LLC	12/15/2006	12/15/2011	D207207088	LOT 13, BLOCK, 33, POLYTECHNIC HEIGHTS ADDITION
TX0100578-000	OMNIAMERICAN BANK	DALE PROPERTY SERVICES, LLC	11/16/2007	11/16/2010	D207426531	B5 L1-6 & 11-16, CLAY WITHERS ADDITION
TX0044948-000	PASCHAL & FRANCISCA SALGADO	PALOMA BARNETT, LLC	10/27/2007	10/27/2012	D208031890	LOTS 1, 2, 3 & 4, BLOCK 2, CLAY WITHERS ADDITION
TX0125537-000	PEDRO BORJA	DALE PROPERTY SERVICES, LLC	6/1/2008	6/1/2013	D208232800	B36 L19, POLYTECHNIC HEIGHTS ADDITION
TX0110116-000	PEDRO GUZMAN	DALE PROPERTY SERVICES, LLC	12/18/2007	12/18/2012	D208066157	A1590 T44 A418 T4C, JOHN VANRIPER SURVEY
TX0110141-000	PEDRO GUZMAN	DALE PROPERTY SERVICES, LLC	2/21/2008	2/21/2013	D208066163	A1590 T43A, JOHN VAN RIPER SURVEY
TX0480645-000	PRESIADO ROSARIO GONZALEZ	PALOMA BARNETT, LLC	2/29/2008	2/28/2013	D208187248	LOT 12, BLOCK 36, POLYTECHNIC HEIGHTS ADDITION
TX0047730-000	RACHEL MENDEZ	PALOMA BARNETT, LLC	12/28/2007	12/28/2012	D208066036	LOT 8, BLOCK 6, CLAY WITHERS ADDITION
TX0141663-000	RAY ANTHONY GEE	DALE PROPERTY SERVICES, LLC	10/5/2009	10/5/2014	D209315581	B1 LG, STRIPLING PLACE ADDITION
TX0139619-000	RICARDO & ROSA MARIA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	6/30/2009	6/30/2014	D209188328	B3, L24 OF THE POLYTECHNIC HEIGHTS ADDITION
TX0046700-000	RICHARD SOTO	PALOMA BARNETT, LLC	12/1/2007	12/1/2012	D208032307	LOTS 2 & 3, BLOCK 6, CLAY WITHERS
TX0048733-000	RICHMOND WEBB	PALOMA BARNETT, LLC	2/25/2008	2/25/2013	D208094508	LOTS 23 & 24, BLOCK 61, POLYTECHNIC HEIGHTS
TX0015904-000	ROBERT & HELEN DIGGS	WESTERN PRODUCTION COMPANY	6/20/2007	6/20/2010	D207217891	LOT 14, BLOCK 10, SIEBOLD ADDITION
TX0086227-000	ROBERT & HELEN DIGGS	DALE PROPERTY SERVICES, LLC	8/22/2007	8/22/2012	D207307170	LOT 14, BLOCK 10, SIEBOLD ADDITION
TX0080487-000	ROBERT J HARRIS	DALE PROPERTY SERVICES, LLC	7/12/2007	7/12/2012	D207270954	B61 L1 2, POLYTECHNIC HEIGHTS ADDITION
TX0142265-000	ROBERT M LAY & TED M WILLIAMS	DALE PROPERTY SERVICES, LLC	1/14/2010	1/14/2013	D210017247	LOT 8, BLK 10 SEIBOLD ADDITION
TX0048995-000	ROBERT W & HELEN LITTLE	PALOMA BARNETT, LLC	12/27/2007	12/27/2012	D208102139	L3-5, B62, POLYTECHNIC HEIGHTS ADDITION
TX0105147-000	ROSALYN & TONY A ROBERSON	DALE PROPERTY SERVICES, LLC	12/26/2007	12/26/2012	D208008733	B3 L14 15 & S. 10', CLAY WITHERS ADDITION
TX0139482-000	ROSALYN ROBERSON	DALE PROPERTY SERVICES, LLC	6/22/2009	6/22/2012	D209174413	B35 L15, POLYTECHNIC HEIGHTS ADDITION
TX0139483-000	ROSALYN ROBERSON	DALE PROPERTY SERVICES, LLC	6/22/2009	6/22/2012	D209174414	B35 L16, POLYTECHNIC HEIGHTS ADDITION
TX0126507-000	ROSEMARY, SILVA	DALE PROPERTY SERVICES, LLC	6/10/2008	6/10/2013	D208246425	B36 L20R, POLYTECHNIC HEIGHTS ADDITION
TX0125101-000	ROSIA H ADAMS	DALE PROPERTY SERVICES, LLC	6/4/2008	6/4/2013	D208228498	B36 L14, POLYTECHNIC HEIGHTS ADDITION
TX0047720-000	ROSIA H ADAMS	PALOMA BARNETT, LLC	12/31/2007	12/31/2012	D208066026	B36 L14, POLYTECHNIC HEIGHTS ADDITION
TX0110595-000	ROY & AMELIA BENAVIDES	DALE PROPERTY SERVICES, LLC	2/8/2008	2/8/2013	D208071296	B1 LA, STRIPLING PLACE ADDITION
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	7/17/2010	D207291698	B33, L19 POLITECHNIC HEIGHTS ADDITION
TX0112522-000	SAUL & ISABEL GUERECA	DALE PROPERTY SERVICES, LLC	3/11/2008	3/11/2013	D208090978	B3 L3, STRIPLING PLACE ADDITION

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	EXPIRATION	RECORDING	LEGAL DESCRIPTION
TX0129293-000	SEVERO DUQUE & VERONICA HERNANDEZ	DALE PROPERTY SERVICES, LLC	6/27/2008	6/27/2013	D208283185	B3 L2, STRIPLING PLACE ADDITION
TX0111788-000	SHIRLEY ANN SIMON	DALE PROPERTY SERVICES, LLC	2/29/2008	2/28/2013	D208080690	B2 L2, STRIPLING PLACE ADDITION
TX0047587-000	SOCORRO GAVIRIO	PALOMA BARNETT, LLC	12/2/2007	12/2/2012	D208065711	LOT 3, BLOCK 61, POLYTECHNIC HEIGHTS ADDITION
TX0109464-000	SUE W BEASLEY	DALE PROPERTY SERVICES, LLC	2/4/2008	2/4/2013	D208054537	B6 L2, CLAY WITHERS ADDITION
TX0109468-000	SUE W BEASLEY	DALE PROPERTY SERVICES, LLC	2/4/2008	2/4/2013	D208054536	B6 L3, CLAY WITHERS ADDITION
TX0132576-000	TAMMIE DOUGLAS	DALE PROPERTY SERVICES, LLC	8/15/2008	8/15/2013	D208332961	B62 L2 1, POLYTECHNIC HEIGHTS ADDITION
TX4572253-000	TARRANT COUNTY HOSPITAL	FOUR SEVENS RESOURCES CO	8/28/2007	8/28/2009	D207307608	L1 B63-A, POLYTECHNIC HEIGHTS ADDITION
TX0461637-000	TARRANT COUNTY HOSPITAL DISTRI	CHESAPEAKE EXPLORATION, L.L.C.	12/1/2009	12/1/2012		
TX0078920-000	TERESA JEAN JONES	DALE PROPERTY SERVICES, LLC	7/7/2007	7/7/2012	D207255533	A418, JOHN DAVIS SURVEY
TX0124227-000	THE RAMON ROMERO CORPORATION, INC	DALE PROPERTY SERVICES, LLC	5/21/2008	5/21/2013	D208211881	BA LAR, SEIBOLD ADDITION
TX0110129-000	VIRGINIA JOAN SHULL	DALE PROPERTY SERVICES, LLC	2/12/2008	2/12/2013	D208066160	B2 L11, STRIPLING PLACE ADDITION
TX0136872-000	WILMOT & TERESA CAMPBELL JR	DALE PROPERTY SERVICES, LLC	1/24/2009	1/24/2014	D209028439	B61 L13 14, POLYTECHNIC HEIGHTS ADDITION
TX0104955-000	Y LETICIA SANCHEZ VIGIL	DALE PROPERTY SERVICES, LLC	12/13/2007	12/13/2012	D208001820	BB L5B 6, SPEER OCIE ADDITION
TX0104952-000	Y LETICIA SANCHEZ VIGIL	DALE PROPERTY SERVICES, LLC	12/13/2007	12/13/2012	D208001819	BB L7 8A, SPEER OCIE ADDITION
TX0104445-000	Y LETICIA VIGIL	DALE PROPERTY SERVICES, LLC	12/12/2007	12/12/2012	D207454750	BB L4, OCIE SPEER ADDITION

END OF EXHIBIT "A"

EXHIBIT "B"
FIELD NOTE DESCRIPTION FOR
THE MADDOX BADGER
243.3036 UNIT

243.3036 acre MADDOX BADGER UNIT, situated in the J. DAVIS SURVEY, Abst. No. 418, J.W. HAYNES SURVEY, Abst. No. 778, J. RINGER SURVEY, Abst. No. 1286 and the J. VANRIPER SURVEY, Abst. No. 1286, Tarrant County, Texas, said Unit being more particularly described as follows:

Beginning at a 1/2" iron rod found in the east line of Martin Luther King, Jr. Freeway (U.S. Highway No. 287), at the northwest corner of SEIBOLD ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Plat Cabinet A, Slide 8243, Plat Records, Tarrant County, Texas, said point having a HPGN/HARN NAD 83 coordinate value of X=2338112.255, Y=6951509.300;

THENCE along the east line of said U.S. Highway No. 287, as follows:

S 89°38'01" W, a distance of 6.11 feet to a point;
N 00°26'28" W, a distance of 415.38 feet to a point;
N 20°38'00" W, a distance of 230.77 feet to a point;
N 04°35'00" W, a distance of 60.14 feet to a point;
N 11°45'03" W, a distance of 15.30 feet to a point;
N 04°11'28" W, a distance of 125.27 feet to a point;
N 05°55'58" W, a distance of 50.23 feet to a point';
N 04°38'07" W, a distance of 150.40 feet to a point;
N 03°37'41" W, a distance of 18.03 feet to a point;
N 04°43'56" W, a distance of 180.45 feet to a point;
N 42°15'04" E, a distance of 27.29 feet to a point;
N 00°26'28" W, a distance of 40.00 feet to a point in the approximate center of Vickery Boulevard at the northwest corner of the herein described Unit having an HPGN/HARN NAD 83 coordinate value of X=2337989.215, Y= 6952798.351;

THENCE along the approximate center of said Vickery Boulevard as follows:

N 89°33'32" E a distance of 107.05 feet to a point;
N 89°41'47" E a distance of 124.83 feet to a point;
N 89°03'56" E a distance of 2939.91 feet to a point at the northeast corner of the herein described Unit having a HPGN/HARN NAD 83 coordinate value of X= 2341160.602, Y= 6952847.777;

THENCE S 00°31'26" E a distance of 725.41feet to a point;

THENCE S 01°13'19" E a distance of 127.67 feet to a point;

THENCE S 56°33'09" E a distance of 72.93feet to a point ;

THENCE S 89°48'12" E a distance of 166.83 feet to a point;

THENCE S 00°43'39" E a distance of 1018.04 feet to a point;

THENCE S 89°16'21" W a distance of 67.36 feet to a point;

THENCE S 00°33'46" E a distance of 1309.38 feet to a point in the approximate center of Avenue J, at the southeast corner of the herein described Unit, having a HPGN/HARN NAD 83 coordinate value of X= 2341356.074, Y= 6949625.866;

THENCE along the approximate center of said Avenue J and Maddox Avenue as follows:

S 89°56'01" W a distance of 441.31 feet to a point;
S 87°20'19" W a distance of 251.61 feet to a point;
S 81°24'30" W a distance of 243.76 feet to a point;
S 77°15'21" W a distance of 639.26 feet to a point;
N 89°36'01" W a distance of 1517.64 feet to a point in the east line of said U.S. Highway No. 287, at the southwest corner of the herein described Unit, having a HPGN/HARN NAD 83 coordinate value of X= 2338281.286, Y= 6949446.824;

THENCE along the east line of said U.S. Highway No. 287 as follows:

N 35°09'16" W a distance of 34.92 feet to a point;
N 13°43'27" W a distance of 102.57 feet to a point;
N 08°13'27" W a distance of 141.32 feet to a point;

N 04°50'27" W a distance of 100.42 feet to a point;
N 00°50'27" W a distance of 51.01 feet to a point;
N 03°56'58" E a distance of 80.19 feet to a point;
N 04°46'17" W a distance of 231.07 feet to a point;
N 01°40'10" W a distance of 99.27 feet to a point;
N 02°08'33" E a distance of 179.14 feet to a point;
N 09°08'36" W a distance of 95.35 feet to a point;
N 04°25'27" W a distance of 99.69 feet to a point ;
N 23°42'27" W a distance of 105.95 feet to a point;
N 02°01'37" W a distance of 52.95 feet to a point ;
N 03°55'00" W a distance of 196.77 feet to a point;
N 45°02'21" E a distance of 64.58 feet to a point;
N 11°45'03" W a distance of 82.07 feet to a point ;
N 04°55'08" W a distance of 390.53 feet to the POINT OF BEGINNING and containing 243.303 acres of land.

NOTE:

BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 HPGN/HARN AND NAD 27 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON NGS MONUMENT BURLESON 2 (NAD 83 HPGN/HARN X=2332563.08, Y=6893138.04)

END OF EXHIBIT "B"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

File No. MF 110848

declaration of pooled unit ~~County~~

Date Filed: 02-16-15

George P. Bush, Commissioner

By JK

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
12/6/2012 10:22 AM **D212298362**
PGS 4 $28.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

L0646207 Electronically Recorded
Chesapeake Operating, Inc.

Reference is made to that certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as Document Number D210247088, Official Public Records of Tarrant County, Texas. Said Declaration is incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox-Badger Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit – Maddox-Badger Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 6th day of October, 2010.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Larchmont Resources, L.L.C
An Oklahoma limited liability company

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 29th day of November, 2012, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2012, by Scott R. Mueller, Chief Financial Officer of **Larchmont Resources, L.L.C.,** an Oklahoma limited liability company.

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this _____ day of _____, 2012, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Maddox-Badger Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Maddox-Badger Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the original Declaration of Pooled Unit for the Maddox-Badger Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0145040-000	DANNY HELMS	DALE PROPERTY SERVICES, LLC	5/20/2010	D210123665
TX0145700-000	JOHN WALTI	DALE PROPERTY SERVICES, LLC	6/16/2010	D210152383
TX0145702-000	JOHN WALTI	DALE PROPERTY SERVICES, LLC	6/16/2010	D210152385
TX0146395-000	LAZARO SANCHEZ	DALE PROPERTY SERVICES, LLC	7/8/2010	D210182140
TX0146626-000	ENEDINA J. GUERECA	DALE PROPERTY SERVICES, LLC	7/29/2010	D210192780
TX0146627-000	ENEDINA J. GUERECA	DALE PROPERTY SERVICES, LLC	7/29/2010	D210192781
TX0147674-000	AIDA MARIA FLORES	CHESAPEAKE EXPLORATION, LLC	9/8/2010	D210230220
TX0147673-000	ELVIN KELLEY	CHESAPEAKE EXPLORATION, LLC	9/8/2010	D210230219
TX0147552-000	LINDA L. ATKINS	CHESAPEAKE EXPLORATION, LLC	9/8/2010	D210223893
TX0147669-000	SERAFIN RAMIREZ	CHESAPEAKE EXPLORATION, LLC	9/15/2010	D210230215
TX0147679-000	JOSE ANTONIO MARTINEZ	CHESAPEAKE EXPLORATION, LLC	9/15/2010	D210230225
TX0147927-000	MARIO DIAZ	CHESAPEAKE EXPLORATION, LLC	9/23/2010	D210245150

END OF EXHIBIT "A"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

27.

File No. MF 110848

corrected declaration ~~County~~

Date Filed: 6-16-15

George P. Bush, Commissioner

By _____

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
5/16/2013 4:14 PM **D213125018**
PGS 5 $32.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
4/3/2013 11:53 AM D213083492
PGS 4 $28.00
Submitter: SIMPLIFILE

CORRECTED
DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

L0652535

Reference is made to that certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as Document Number D210247088, Official Public Records of Tarrant County, Texas. Reference is made to that certain First Amendment to Declaration of Pooled Unit for the Maddox-Badger Unit, recorded December 6, 2012, as Document Number D212298361, Official Public Records of Tarrant County, Texas. Said Declaration & Amendment is incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox-Badger Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit – Maddox-Badger Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 6th day of December, 2012.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Larchmont Resources, L.L.C
An Oklahoma limited liability company

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien ~~Colmet Daage~~, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 21 day of March, 2013, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17 day of April, 2013, by Scott R. Mueller, Chief Financial Officer of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 9 day of May, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Notary Public in and for the State of Texas

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Maddox-Badger Unit effective as of recording date of the First Amendment to Declaration of Pooled Unit.

The original Maddox-Badger Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the First Amendment to Declaration of Pooled Unit for the Maddox-Badger Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
42-050667-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	4/3/2012	D212112606
42-050669-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	4/3/2012	D212112605

END OF EXHIBIT "A"

28.

File No. MF 110848

corrected declaration ~~Count~~

Date Filed: 6-16-15

George P. Bush, Commissioner

By JK

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
9/19/2013 11:29 AM **D213247366**
PGS 5 $32.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
7/17/2013 10:43 AM **D213185303**
PGS 4 $28.00
Submitter: SIMPLIFILE

CHESAPEAKE OPERATING, INC
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY SIMPLIFILE

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

CORRECTED
DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc. L0659104

Reference is made to that certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as Document Number D210247088, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit, recorded December 6, 2012, as Document Number D212298361, Official Public Records of Tarrant County, Texas. Said Declaration and Amendment are incorporated herein for all purposes.

RECITALS

Whereas, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox-Badger Unit is to include a lease which was previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but was inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit – Maddox-Badger Unit, is hereby corrected to include the following lease:

LEASE NUMBER:	TX0141604-000
LESSOR:	TARRANT REGIONAL WATER DISTRICT
LESSEE:	DALE PROPERTY SERVICES, LLC
LEASE DATE:	11/19/2009
RECORDING:	D209309689

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the 6th day of October, 2010.

AEP Doc # 116
UND 715-0251

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Clifford J. Merritt,
Vice President – Land, Southern Division

Larchmont Resources, L.L.C
An Oklahoma limited liability company

Robert W. Kelly II, Attorney-in-Fact

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 21 day of May, 2013, by Clifford J. Merritt – Vice President – Land, Southern Division of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 25th day of June, 2013, by Robert W. Kelly II, Attorney-in-Fact of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

NOTARY SEAL PUBLIC FARA F. METTLER Notary Public State of Oklahoma Commission # 06010765 Expires 11/03/14

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 23 day of August, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

Notary Public of the State of Texas

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

29.

File No. MF 110848

Corrected Declaration ~~Cont.~~

Date Filed: 6-16-15

George P. Bush, Commissioner

By JK

D215004485 1/8/2015 3:44 PM PGS 4 Fee: $28.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

CORRECTED DECLARATION OF POOLED UNIT MADDOX-BADGER UNIT

Electronically Recorded
Chesapeake Operating, Inc.

L0676633

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to that certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as Document Number D210247088, Official Public Records of Tarrant County, Texas. Reference is also made to that certain First Amendment to Declaration of Pooled Unit, recorded December 6, 2012, as Document Number D212298361, Official Public Records of Tarrant County, Texas. Said Declaration and Amendment are incorporated herein for all purposes.

RECITALS

WHEREAS, the purpose and intent of this Corrected Declaration of Pooled Unit – Maddox-Badger Unit is to include leases which were previously pooled within the Unit Area as described on Exhibit "B" of the Declaration of Pooled Unit but were inadvertently omitted from the Exhibit "A" list of leases.

WHEREAS, each of the Leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned.

WHEREAS, this instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. This Corrected Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, without regard to whether any other party owning an interest in the leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

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

This Declaration of Pooled Unit – Maddox-Badger Unit is hereby corrected to include the leases on the attached Exhibit "A".

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the 6th day of December, 2012.

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

By: _____
James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager

LARCHMONT RESOURCES, L.L.C.,
an Oklahoma limited liability company

By: _____
Robert W. Kelly II, Attorney-in-Fact

TOTAL E&P USA, INC.,
a Delaware corporation

By: _____
Pierre Germain, Vice President
Business Development and Strategy

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 30 day of September, 2014, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.

_____
Notary Public of the State of Oklahoma

NOTARY SEAL PUBLIC
WHITNEY EVERHEART
Notary Public
State of Oklahoma
Commission # 05007336 Expires 08/10/17

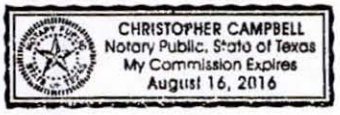
STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 29th day of October, 2014, by Robert W. Kelly II, Attorney-in-Fact of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such limited liability company.

Deanne M Moore
Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this, 16 day of December, 2014, by Pierre Germain as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.



C. Gan
Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Maddox-Badger Unit effective as of recording date of the original Declaration of Pooled Unit.

The original Maddox-Badger Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the First Amendment to the Declaration of Pooled Unit for the Maddox-Badger Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
42-043651-000	JAMES M CUSHMAN	CHESAPEAKE EXPLORATION, LLC	12/6/2011	D211303632
42-044620-000	ANTHONY DALE MICHAEL	CHESAPEAKE EXPLORATION, LLC	12/21/2011	D212001712
42-044621-000	VICKY MCMICHAEL	CHESAPEAKE EXPLORATION, LLC	12/21/2011	D212001710
42-046330-000	BRENDA TEBO	CHESAPEAKE EXPLORATION, LLC	1/6/2012	D212017491

END OF EXHIBIT "A"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

File No. MF 110848
corrected declaration

Date Filed: 8-16-15

George P. Bush, Commissioner

By

L0679772

LEASE RECORDS DOCUMENT TRANSMITTAL

BUSINESS UNIT: Central Texas DATE: 5/11/15 42100

FROM: Whitney Everhart DEPARTMENT: Central Texas - Land

REQUEST TYPE: Maddox - Badger 5th Correction

SELECT ACTION(S)

☒ RECORD / E-RECORD DOCUMENT: #

*COUNTY / PARISH & STATE: Tarrant Cty, TX

*PROSPECT / COST CENTER NO.: 631716; 631718

SPECIAL DISTRIBUTION INSTRUCTIONS: Please send me recorded copy

Instructions/Comments:

RECEIVED
MAY 12 2015
LEASE RECORDS
BARNETT

☒ IMAGE DOCUMENT: #

☐ UPDATE LEASE RECORD: #

*COMPLETE PAYMENT FORM IF REQUESTING NEW PAYMENT SET UP

Instructions/Comments:

☒ UPDATE CONTRACT RECORD: # UNIT 715-0251

*COMPLETE CONTRACT BRIEF FORM IF REQUESTING NEW CONTRACT SETUP

Instructions/Comments: X-ref to unit & leases

REQUIRED PER ACTION

D215099787 5/13/2015 2:14 PM PGS 4 Fee: $28.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

Electronically Recorded
Chesapeake Operating, Inc.

CORRECTED DECLARATION OF POOLED UNIT MADDOX-BADGER UNIT

D0679772

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to the following instruments:

1. That certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as D210247088, in the Official Public Records of Tarrant County, Texas ("DPU").

2. That certain First Amendment Declaration of Pooled Unit for the Maddox-Badger Unit, recorded December 6, 2012, as D212298361, in the Official Public Records of Tarrant County, Texas.

3. That certain Corrected Declaration of Pooled Unit for the Maddox-Badger Unit, recorded December 6, 2012, as D212298362, in the Official Public Records of Tarrant County, Texas.

4. That certain Corrected Declaration of Pooled Unit for the Maddox-Badger Unit, recorded April 3, 2013, as D213083492, in the Official Public Records of Tarrant County, Texas.

5. That certain Corrected Declaration of Pooled Unit for the Maddox-Badger Unit, recorded July 17, 2013, as D213185303, in the Official Public Records of Tarrant County, Texas.

6. That certain Corrected Declaration of Pooled Unit for the Maddox-Badger Unit, recorded January 8, 2015, as D215004485, in the Official Public Records of Tarrant County, Texas.

Said DPU and all amendments and/or corrections thereto are incorporated herein for all purposes.

WHEREAS, the undersigned desire to include additional leases contained within the Unit Area.

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

Exhibit "A" of the DPU is hereby corrected to include all of the oil and gas leases listed on Exhibit "A" attached hereto.

Except as modified hereby, said DPU and any amendments and/or corrections thereto remain in full force and effect.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. Failure of one or more parties owning an interest in the unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument.

EXECUTED by the undersigned parties on the respective date of acknowledgment hereof, to be effective for all purposes as of the effective date of said DPU.

Electronically Recorded
Chesapeake Operating, Inc.

CORRECTED
DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

L0679772

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Reference is made to the following instruments:

1. That certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as D210247088, in the Official Public Records of Tarrant County, Texas ("DPU").

2. That certain First Amendment Declaration of Pooled Unit for the Maddox-Badger Unit, recorded December 6, 2012, as D212298361, in the Official Public Records of Tarrant County, Texas.

3. That certain Corrected Declaration of Pooled Unit for the Maddox-Badger Unit, recorded December 6, 2012, as D212298362, in the Official Public Records of Tarrant County, Texas.

4. That certain Corrected Declaration of Pooled Unit for the Maddox-Badger Unit, recorded April 3, 2013, as D213083492, in the Official Public Records of Tarrant County, Texas.

5. That certain Corrected Declaration of Pooled Unit for the Maddox-Badger Unit, recorded July 17, 2013, as D213185303, in the Official Public Records of Tarrant County, Texas.

6. That certain Corrected Declaration of Pooled Unit for the Maddox-Badger Unit, recorded January 8, 2015, as D215004485, in the Official Public Records of Tarrant County, Texas.

Said DPU and all amendments and/or corrections thereto are incorporated herein for all purposes.

WHEREAS, the undersigned desire to include additional leases contained within the Unit Area.

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

Exhibit "A" of the DPU is hereby corrected to include all of the oil and gas leases listed on Exhibit "A" attached hereto.

Except as modified hereby, said DPU and any amendments and/or corrections thereto remain in full force and effect.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. Failure of one or more parties owning an interest in the unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument.

EXECUTED by the undersigned parties on the respective date of acknowledgment hereof, to be effective for all purposes as of the effective date of said DPU.

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: _____
James K. Ary, Vice President – Land
Chesapeake E&P Holding Corporation,
Manager

TOTAL E&P USA, INC.,
a Delaware corporation

By: _____
Pierre Germain, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 14 day of April, 2015, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.

WHITNEY EVERHEART
Notary Public
State of Oklahoma
Commission # 05007336 Expires 08/10/17

_____
Notary Public

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 4 day of May, 2015, by Pierre Germain, as Vice President – Business Development and Strategy of Manager of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

CHRISTOPHER CAMPBELL
Notary Public, State of Texas
My Commission Expires
August 16, 2016

_____
Notary Public

Larchmont Resources, L.L.C.,
an Oklahoma limited liability company

By: _____
Robert W. Kelly II, Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 5th day of May, 2015, by Robert W. Kelly II, as Attorney-in-Fact of **Larchmont Resources, L.L.C.**, on behalf of said limited liability company.

DEANNE M. MOORE NOTARY PUBLIC # 10008318 EXP. 10/05/18 STATE OF OKLAHOMA

Deanne M Moore
Notary Public

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Maddox-Badger Unit, effective as the date of the original DPU.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY #
42-0010759-000	STATE OF TEXAS - MF 110848	CHESAPEAKE EXPLORATION LLC	5/4/2010	D214280243
TX0144997-000	STATE OF TEXAS -CLO MF-110848	DALE PROPERTY SERVICES, LLC	5/4/2010	D210123670

END OF EXHIBIT "A"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

File No. MF 110848

corrected declaration ~~Count~~)

Date Filed: 10-16-15

George P. Bush, Commissioner

By

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
12/6/2012 10:22 AM **D212298361**
PGS 7 $40.00
Submitter: SIMPLIFILE

FIRST AMENDMENT TO
DECLARATION OF POOLED UNIT
MADDOX-BADGER UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

10646206 Electronically Recorded
Chesapeake Operating, Inc.

Reference is made to that certain Declaration of Pooled Unit for the Maddox-Badger Unit, recorded October 6, 2010, as Document Number D210247088, Official Public Records of Tarrant County, Texas. Said Declaration is incorporated herein for all purposes.

Whereas, the purpose and intent of this First Amendment to the Declaration of Pooled Unit – Maddox-Badger Unit is to amend the Exhibit "B" to change the metes and bounds description and the size of the Maddox-Badger Unit and to include additional leases.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

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

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

The Declaration of Pooled Unit – Maddox-Badger Unit is hereby amended to increase the unit size and amend the Exhibit "B" to change the metes and bounds description from 243.3036 acres to 244.031 acres and to include additional leases.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more person owning an interest in the Unit to execute this instrument or a counter part or ratification thereof shall not in any manner affect the validity or same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by a party who is not named below without the consent of parties hereto.

Except as amended hereby, said Declaration and all amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as the recording date of this document.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood,
Senior Vice President - Land

Larchmont Resources, L.L.C
An Oklahoma limited liability company

Scott R. Mueller, Chief Financial Officer

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 19th day of November, 2012, by Henry J. Hood, as Senior Vice President - Land of **Chesapeake Exploration, L.L.C.** on behalf of said limited liability company.

WHITNEY MCELVANY NOTARY # 05007336 EXP. 08/10/13 PUBLIC STATE OF OKLAHOMA

Notary Public of the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2012, by Scott R. Mueller, Chief Financial Officer of **Larchmont Resources, L.L.C.,** an Oklahoma limited liability company.

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this _____ day of _____, 2012, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that First Amendment to Declaration of Pooled Unit for the Maddox-Badger Unit dated effective as of the recording date of the document.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY
TX0148376-000	MARIA E. MARTINEZ	CHESAPEAKE EXPLORATION, LLC	10/14/2010	D210260243
TX0148761-000	LOUIS ENGLER ENERGY, LP	CHESAPEAKE EXPLORATION, LLC	11/3/2010	D210278445
TX0149089-000	DARRYL D. ABDNOR	CHESAPEAKE EXPLORATION, LLC	11/5/2010	D210289931
TX0149043-000	SAMUEL MUNOZ	CHESAPEAKE EXPLORATION, LLC	11/11/2010	D210288620
TX0149029-000	NPOT PARTNERS I, L.P.	CHESAPEAKE EXPLORATION, LLC	11/15/2010	D210285666
TX0149352-000	MARIO DIAZ	CHESAPEAKE EXPLORATION, LLC	11/23/2010	D210302591
TX0149353-000	TIMOTHY L. FOX	CHESAPEAKE EXPLORATION, LLC	12/1/2010	D210302592
TX0149888-000	LONDON FUNDING, LLC	CHESAPEAKE EXPLORATION, LLC	12/30/2010	D211006016
TX0150428-000	BOBBY JOE DAVIS	CHESAPEAKE EXPLORATION, LLC	1/21/2011	D211024639
TX0150672-000	DAVID ANTHONY, INC.	CHESAPEAKE EXPLORATION, LLC	2/3/2011	D211039614
TX0151866-000	ANN GIPSON	CHESAPEAKE EXPLORATION, LLC	3/22/2011	D211071087
TX0152178-000	HOME SOLUTIONS PARTNERS IV REO, LLC	CHESAPEAKE EXPLORATION, LLC	4/6/2011	D211090536
TX0152632-000	BERT WILLIAMS	CHESAPEAKE EXPLORATION, LLC	4/21/2011	D211104153
TX0152631-000	BERT WILLIAMS	CHESAPEAKE EXPLORATION, LLC	4/21/2011	D211104152
42-044221-000	VELINDA D. TIMS	CHESAPEAKE EXPLORATION, LLC	12/16/2011	D211307347
42-044932-000	JOE EDWARD TIMS	CHESAPEAKE EXPLORATION, LLC	12/22/2011	D212003528
42-045104-000	SHERRI TIMS SPELMON	CHESAPEAKE EXPLORATION, LLC	12/28/2011	D212006669
42-047774-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION, LLC	1/17/2012	D212036826
42-046454-000	SANDRA FABIOLA GALVAN	CHESAPEAKE EXPLORATION, LLC	1/17/2012	D212016798

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that First Amendment to Declaration of Pooled Unit, the Maddox-Badger Unit, to be effective for all purposes as the recording date of this document.

Maddox-Badger Unit:

Being 244.031 acres of land located in the J. Davis Survey, Abstract No. 418, the J.W. Haynes Survey, Abstract No. 778, the J. Ringer Survey, Abstract No. 1286 and the J. Vanriper Survey, Abstract No. 1590, Tarrant County, Texas. Said 244.031 acres of land being more particularly described as follows:

BEGINNING at a point lying in the east line of U.S. Highway No. 287, said point lying in Maddox Avenue, from which a 3/4" iron rod found at the northeast corner of Lot 44, Block 6, Graham Park, an addition to the City of Fort Worth, Tarrant County, Texas recorded in Volume 309, Page 23, Plat Records, Tarrant County, Texas bears S76°41'36"E 161.02 feet, said point being the southwest corner of Chesapeake Operating, Inc., Maddox-Badger Unit;

THENCE along said U.S. Highway No. 287 east line as follows:

1. N00°43'43"E, a distance of 37.95 feet to a point lying in the south line of Lot 16, Block 1, Meadow Addition, to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 974, Page 116, Plat Records, Tarrant County, Texas;

2. N13°20'16"W, a distance of 103.13 feet to a point lying in the north line of said Lot 16;

3. N07°50'16"W, a distance of 141.62 feet to a point lying in the north line of Lot 11, of said Block 1;

4. N04°27'16"W, a distance of 100.42 feet to a point lying in the south line of Lot 8, of said Block 1;

5. N00°27'16"W, a distance of 49.13 feet to a point lying in the north line of said Lot 8, said point being the most northerly southeast corner of a tract of land described in the deed to the State of Texas, recorded in Volume 3515, Page 277, Deed Records, Tarrant County, Texas;

6. N04°29'54"E, a distance of 81.16 feet to a point;

7. N04°02'06"W, a distance of 231.15 feet to a point at the northeast corner of said State of Texas tract, said point lying in the south line of Rea Street;

8. N02°54'13"E, a distance of 98.73 feet to a point lying in the north line of said Rea Street, said point being the most northerly southwest corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 4171, Page 150, Deed Records, Tarrant County, Texas;

9. N00°41'56"E, along the west line of said City of Fort Worth tract, a distance of 179.57 feet to a point lying in the south line of East Morphy Street, said point being the most southerly northwest corner of said City of Fort Worth tract;

10. N09°33'25"E, a distance of 96.00 feet to a point at the southeast corner of a tract of land described in the deed to the State of Texas, recorded in Volume 3479, Page 642, Deed Records, Tarrant County, Texas;

11. N03°52'00"W, a distance of 99.69 feet to a point;

12. N23°09'00"W, a distance of 105.95 feet to a point;

13. N03°48'14"W, a distance of 246.41 feet to a point;

14. N47°46'00"E, a distance of 62.24 feet to a point lying in the south line of East Rosedale Street;

15. N09°07'52"W, crossing said East Rosedale Street, a distance of 84.09 feet to a bolt with a 1" head found at the southwest corner of Lot 1R, Block A, Seibold Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 8243, Plat Records, Tarrant County, Texas, said point lying in the north line of said East Rosedale Street;

16. N04°27'05"W, a distance of 390.53 feet to a 3/4" iron rod found at the northwest corner of said Lot 1R, said iron rod lying in the south line of Lot 24, Block 10, Seibold Addition, an addition to the City of Fort Worth, Tarrant County, Texas recorded in Volume 309, Page 42, Plat Records, Tarrant County, Texas;

17. N89°51'45"W, along said south line, a distance of 9.03 feet to a point at the southwest corner of said Lot 24;

18. N00°12'00"E, along the west line of said Block 10, a distance of 414.18 feet to a point at the southeast corner of Lot 10, Block 71, The Highlands to Glenwood, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 106, Page 100, Plat Records, Tarrant County, Texas;

19. N19°44'31"W, a distance of 234.04 feet to a 5/8" iron rod found in the south line of Lot 5, of said Block 71;

20. N03°47'00"W, a distance of 60.14 feet to 5/8" iron rod found in the north line of said Lot 5, said point lying in the south line of an alley located in said Block 71;

21. N11°05'20"W, a distance of 15.30 feet to an 1/2" iron rod found lying in the north line of said alley, said iron rod lying in the south line of Lot 3, of said Block 71;

22. N03°55'12"W, a distance of 125.32 feet to a point lying in the north line of said Lot 3, said point lying in the south line of Avenue B;

23. N04°22'35"W, crossing said Avenue B, a distance of 50.16 feet to a point lying in the north line of said Avenue B, said point being the southeast corner of Lot 7, Block 70, of said Highlands to Glenwood;

24. N03°40'00"W, a distance of 150.34 feet to a 3/4" iron rod found in the north line of said Lot 7, said iron rod lying in the south line of an alley located in said Block 70;

25. N10°30'00"W, a distance of 16.29 feet to an 1/2" iron pipe found in the north line of said alley, said point lying in the south line of Lot 4, of said Block 70;

26. N03°46'00"W, a distance of 180.47 feet to a point;

27. N43°13'00"E, a distance of 27.29 feet to a point lying in the north line of said Lot 4, said point lying in the south line of Vickery Boulevard;

THENCE N00°13'47"W, a distance of 35.93 feet to a point lying in the apparent centerline of Vickery Boulevard, said point being the northwest corner of said Maddox-Badger Unit;

THENCE along said Vickery Boulevard centerline as follows:

1. N89°46'13"E, a distance of 1,602.01 feet to a point;

2. N00°13'47"W, a distance of 5.53 feet to a point, said point being the most northerly southwest corner of Chesapeake Operating, Inc., Barney Robinson Unit;

3. N89°46'59"E, a distance of 1,571.38 feet to a point, said point being the northeast corner of said Maddox-Badger Unit;

THENCE S00°06'30"E, at 38.02 feet passing a point at the northeast corner of Polytechnic High School Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 9617, Plat Records, Tarrant County, Texas a distance of 850.82 feet to an 1/2" iron rod stamped "Landes" found;

THENCE S55°50'55"E, along the east line of said Polytechnic High School tract, a distance of 67.68 feet to a point;

THENCE S89°11'30"E, along a north line of said Polytechnic High School tract, at 145.05 feet passing an "X" found, in all a distance of 169.13 feet to a point lying in the apparent centerline of Conner Avenue;

THENCE S00°11'47"E,along said Conner Avenue centerline, a distance of 1,021.69 feet to a point lying in the apparent centerline intersection of said East Rosedale Street and Conner Avenue, said point being the most southerly southwest corner said Barney Robinson Unit;

THENCE S89°57'22"W, along said East Rosedale Street centerline, a distance of 65.90 feet to a point lying in the apparent centerline intersection of said Conner Avenue and East Rosedale Street, said point being the northwest corner of Chesapeake Operating, Inc., Sublett Unit;

THENCE S00°00'50"W, along said Conner Avenue centerline, at 1300.49 feet passing a point at the southwest corner of said Sublett Unit, in all a distance of 1,309.38 feet to a point lying in the north line of Chesapeake Operating, Inc., Maddox Unit, said point being the southeast corner of said Maddox-Badger Unit and said point lying in Avenue J.;

THENCE along the north line of said Maddox Unit as follows:

1. N89°29'23"W, a distance of 441.31 feet to a point;

2. S87°54'55"W, a distance of 251.61 feet to a point;

3. S81°59'06"W, a distance of 243.76 feet to a point;

4. S77°49'57"W, a distance of 639.26 feet to a point;

5. N89°01'25"W, a distance of 1,504.39 feet to a point;

THENCE S87°20'46"W, a distance of 62.54 feet to the point of beginning, containing 244.031 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

END OF EXHIBIT "B"

File No. MF 110848

1st Amendment ~~Corr~~
to Declaration

Date Filed: 6-16-15

George P. Bush, Commissioner

By _____

MF110848
DIVISION ORDER
MF114622
Unit 7236

11.14.13

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO:	628480
EFFECTIVE:	4/5/2012
PREPARED BY:	TRACI BEAN
DATE PREPARED:	11/5/2013
PRODUCT/ZONE:	OIL & GAS

This agreement is made and entered into on November 5, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	CHESAPEAKE OPERATING INC	OWNER NO:	646157	INT TYPE: 2	(RI)
PROPERTY:	MADDOX 1H	OWNER:	**STATE OF TEXAS**		
LEGAL DESCRIPTION:	J. RINGER SVY, A-1286	UNIT ACRES:	302.607000		
	TARRANT CO., TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SS	1.197000	0.25000000	0.00098891	1.197000	0.25000000	0.00098891	1.197000	0.25000000	0.00098891

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	**CELL PHONE NUMBER**		**CORRESPONDENCE ADDRESS**
WORK PHONE NUMBER	**FAX NUMBER**		**EMAIL ADDRESS**

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

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(33)

File No. MF 110848

Division Order

Date Filed: 5/14/19

George P. Bush, Commissioner

By AT

Unit 7541

DIVISION ORDER

MF110848 MF113901
MF113701 MF113903

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO:	631718
EFFECTIVE:	FIRST SALES:
PREPARED BY:	BARNETT - UNL
DATE PREPARED:	10/7/2013
PRODUCT/ZONE:	PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE: 2	(RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2048	OWNER:	**STATE OF TEXAS**		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.10500000	0.25000000	0.000108					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

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21.6 .01

OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 631718
EFFECTIVE: FIRST SALES:
PREPARED BY: BARNETT - UNL
DATE PREPARED: 10/7/2013
PRODUCT/ZONE: PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2042 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.01300000	0.25000000	0.000013					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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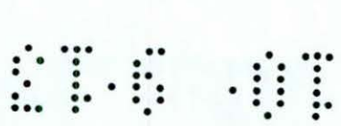

OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 631718
EFFECTIVE: FIRST SALES:
PREPARED BY: BARNETT - UNL
DATE PREPARED: 10/7/2013
PRODUCT/ZONE: PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2043 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.02300000	0.25000000	0.000024					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

27.6 .01

OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO:	631718
EFFECTIVE:	FIRST SALES:
PREPARED BY:	BARNETT - UNL
DATE PREPARED:	10/7/2013
PRODUCT/ZONE:	PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE: 2	(RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2044	OWNER:	**STATE OF TEXAS**		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.04200000	1.25000000	0.000215					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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THIS COPY CAN BE RETAINED FOR YOUR RECORDS

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO:	631718
EFFECTIVE:	FIRST SALES:
PREPARED BY:	BARNETT - UNL
DATE PREPARED:	10/7/2013
PRODUCT/ZONE:	PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE:	2 (RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2045	OWNER:	STATE OF TEXAS		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.04300000	0.50000000	0.000088					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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21.5 .01

OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 631718
EFFECTIVE: FIRST SALES:
PREPARED BY: BARNETT - UNL
DATE PREPARED: 10/7/2013
PRODUCT/ZONE: PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2047 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.06600000	0.25000000	0.000068					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 631718
EFFECTIVE: FIRST SALES:
PREPARED BY: BARNETT - UNL
DATE PREPARED: 10/7/2013
PRODUCT/ZONE: PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2049 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.12000000	0.25000000	0.000123					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

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WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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THIS COPY CAN BE RETAINED FOR YOUR RECORDS

OWNER NO:646157

DIVISION ORDER

TO:	CHESAPEAKE OPERATING, INC., PAYOR P.O. BOX 18496 OKLAHOMA CITY, OK 73154	PROPERTY NO: EFFECTIVE: PREPARED BY: DATE PREPARED: PRODUCT/ZONE:	631718 FIRST SALES: BARNETT - UNL 10/7/2013 PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE: 2	(RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2050	OWNER:	**STATE OF TEXAS**		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.12600000	0.50000000	0.000258					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 631718
EFFECTIVE: FIRST SALES:
PREPARED BY: BARNETT - UNL
DATE PREPARED: 10/7/2013
PRODUCT/ZONE: PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2051 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.12700000	0.25000000	0.000130					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

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NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 631718
EFFECTIVE: FIRST SALES:
PREPARED BY: BARNETT - UNL
DATE PREPARED: 10/7/2013
PRODUCT/ZONE: PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2052 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.13300000	0.25000000	0.000136					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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THIS COPY CAN BE RETAINED FOR YOUR RECORDS

DIVISION ORDER

TO:	CHESAPEAKE OPERATING, INC., PAYOR P.O. BOX 18496 OKLAHOMA CITY, OK 73154	PROPERTY NO: EFFECTIVE: PREPARED BY: DATE PREPARED: PRODUCT/ZONE:	631718 FIRST SALES: BARNETT - UNL 10/7/2013 PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE: 2	(RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2054	OWNER:	**STATE OF TEXAS**		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.15000000	0.25000000	0.000154					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

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WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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THIS COPY CAN BE RETAINED FOR YOUR RECORDS

21.6 .01

OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO:	631718
EFFECTIVE:	FIRST SALES:
PREPARED BY:	BARNETT - UNL
DATE PREPARED:	10/7/2013
PRODUCT/ZONE:	PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE:	2 (RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2055	OWNER:	STATE OF TEXAS		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.15200000	0.25000000	0.000156					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

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WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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DIVISION ORDER

TO:	CHESAPEAKE OPERATING, INC., PAYOR P.O. BOX 18496 OKLAHOMA CITY, OK 73154	PROPERTY NO: EFFECTIVE: PREPARED BY: DATE PREPARED: PRODUCT/ZONE:	631718 FIRST SALES: BARNETT - UNL 10/7/2013 PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE: 2	(RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2056	OWNER:	STATE OF TEXAS		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.28600000	0.25000000	0.000293					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 631718
EFFECTIVE: FIRST SALES:
PREPARED BY: BARNETT - UNL
DATE PREPARED: 10/7/2013
PRODUCT/ZONE: PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2046 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.05300000	0.25000000	0.000054					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO:	631718
EFFECTIVE:	FIRST SALES:
PREPARED BY:	BARNETT - UNL
DATE PREPARED:	10/7/2013
PRODUCT/ZONE:	PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE: 2	(RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2057	OWNER:	**STATE OF TEXAS**		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.34800000	0.25000000	0.000357					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 631718
EFFECTIVE: FIRST SALES:
PREPARED BY: BARNETT - UNL
DATE PREPARED: 10/7/2013
PRODUCT/ZONE: PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2058 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.40500000	0.25000000	0.000415					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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THIS COPY CAN BE RETAINED FOR YOUR RECORDS

21.6 .01

OWNER NO:646157

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO:	631718
EFFECTIVE:	FIRST SALES:
PREPARED BY:	BARNETT - UNL
DATE PREPARED:	10/7/2013
PRODUCT/ZONE:	PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE: 2	(RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2059	OWNER:	**STATE OF TEXAS**		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.48900000	0.25000000	0.000501					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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THIS COPY CAN BE RETAINED FOR YOUR RECORDS

21.6 .01

OWNER NO:646157

DIVISION ORDER

TO:	CHESAPEAKE OPERATING, INC., PAYOR P.O. BOX 18496 OKLAHOMA CITY, OK 73154	PROPERTY NO: EFFECTIVE: PREPARED BY: DATE PREPARED: PRODUCT/ZONE:	631718 FIRST SALES: BARNETT - UNL 10/7/2013 PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE: 2	(RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2060	OWNER:	**STATE OF TEXAS**		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.49500000	0.25000000	0.000507					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO:	631718
EFFECTIVE:	FIRST SALES:
PREPARED BY:	BARNETT - UNL
DATE PREPARED:	10/7/2013
PRODUCT/ZONE:	PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	OPERATOR:	OWNER NO:	646157	INT TYPE:	2 (RI)
PROPERTY:	MADDOX-BADGER 4H (USP) EFF 12-6-2061	OWNER:	STATE OF TEXAS		
LEGAL DESCRIPTION:	244.031 ACRES; JOHN DAVIS, A-418	UNIT ACRES:	244.031000		
	TARRANT, TX	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.75000000	0.25000000	0.000768					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

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DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

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WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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THIS COPY CAN BE RETAINED FOR YOUR RECORDS

DIVISION ORDER

TO: CHESAPEAKE OPERATING, INC., PAYOR
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

PROPERTY NO: 631718
EFFECTIVE: FIRST SALES:
PREPARED BY: BARNETT - UNL
DATE PREPARED: 10/7/2013
PRODUCT/ZONE: PRODUCT/ZONE:

This agreement is made and entered into on October 7, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2062 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		2.57300000	0.25000000	0.002636					

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

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OPERATOR OPERATOR: OWNER NO: 646157 INT TYPE: 2 (RI)

PROPERTY: MADDOX-BADGER 4H (USP) EFF 12-6-2053 OWNER: **STATE OF TEXAS**

LEGAL DESCRIPTION: 244.031 ACRES; JOHN DAVIS, A-418 UNIT ACRES: 244.031000

TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA		0.14700000	0.25000000	0.000151					

DIVISION OF INTEREST

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PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

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OWNER NO:646157

(34)

File No. MF 110848

Division Order

Date Filed: 5/15/19

George P. Bush, Commissioner

By 5/15/19